HOUSING AUTHORITY OF THE COUNTY OF HOWARD, ARKANSAS

ADMISSIONS & CONTINUED OCCUPANCY POLICY

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This Admissions and Continued Occupancy Policy defines the Howard County Housing Authority's policies for the operation of the public housing program, incorporating Federal, State, and local law. Conventional public housing, or low-rent housing, was established to provide decent and safe rental housing for eligible low-income families, the elderly, and persons with disabilities.

If there is a conflict between this policy and applicable laws or regulations, the laws and regulations will prevail.

HOWARD COUNTY HOUSING AUTHORITY
Admissions and Continued Occupancy Policy

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I. HOWARD COUNTY HOUSING AUTHORITY

A. Mission

The Howard County Housing Authority is dedicated to excellence in providing quality, affordable, and safe housing to eligible persons consistent with community needs. We foster effective and creative partnerships to maximize opportunities that improve the economic and personal well-being of the people that we serve. Our agency conducts its business in an efficient, professional, and ethical manner without discrimination.

B. Programs

The Howard County Housing Authority (HCHA) is a public housing agency providing affordable housing opportunities for low-income families, the elderly, and persons with disabilities in the County of Howard. The HCHA was incorporated in 1963 by the State of Arkansas and currently serves 164 families.

C. Location/Office Hours

Applications and intake interviews are processed centrally at the HCHA Office. The Howard County Office is located 1010 S. Pope St., Nashville, Arkansas and is open to the public M-F 8:30-12:00 and 1:00–4:30; closed Wednesday afternoons.

D. Applicant/Participant Case Files

The HCHA maintains case files for each applicant/participant family.

1. Format

The case file may be maintained in paper and/or electronic format.

2. What is Included in the Case File

The case file may include but is not limited to the following information or documents:

- Housing application and supporting documents
- Lease
- Lease supplements
- Unit inspection reports
- Verifications
- Notices and letters
- Income and rent determination documents
- Summary of HCHA interactions with the applicant/tenant

3. Privacy

The HCHA maintains case files in a secure and private location.
The file is subject to audit or review by HUD, an IPA, or a HUD designee.

II. CIVIL RIGHTS

A. Compliance with Civil Rights Laws

1. Civil Rights Laws

Civil rights laws protect the rights of applicants and residents to equal treatment by the Housing Authority in the way it carries out its programs. It is the policy of the Howard County Housing Authority (HCHA) to comply with all Civil Rights laws, including but not limited to:

- Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex;
- Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spell out forms of prohibited discrimination;
- Executive Order 11063;
- Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities;
- The Age Discrimination Act of 1975, which establishes certain rights of the elderly;
- Title II of the Americans with Disabilities Act of 1990 (ADA) requires that the HCHA provide individuals with disabilities with access to its programs, services and activities including, common areas and public spaces. However, Title II does not require that individual housing units be accessible to individuals with disabilities; rather, Section 504 and the Fair Housing Act govern access for individuals with disabilities to the HCHA's housing units;
- Any applicable State laws or local ordinances; and
- Any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.

2. Nondiscrimination and Fair Housing

The HCHA shall not discriminate because of race, color, national or ethnic origin, sex, religion, familial status, sexual orientation, or disability in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land, that is part of a development under the HCHA's jurisdiction covered by a public housing Annual Contributions Contract with HUD.
The HCHA shall not: on account of race, color, national origin, sex, religion, familial status, sexual orientation, or disability:

- Deny anyone the opportunity to apply for housing (when the waiting list is open), nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
- Provide anyone housing that is different (of lower quality) from that provided others *(i)*;
- Subject anyone to segregation or disparate treatment;
- Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
- Treat anyone differently in determining eligibility or other requirements for admission;

- Deny anyone access to the same level of services *(i)*;
  or

- Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

The HCHA shall not automatically deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed. Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her attributes and behavior.
Fair housing information and complaint forms will be made available at the HCHA main office. Clients who believe they may be victims of discrimination will be referred to the nearest HUD Office of Fair Housing and Equal Opportunity.

3. Reasonable Accommodations

The HCHA will correct situations or procedures that create a barrier to equal housing opportunity for all. To permit people with disabilities to take full advantage of the HCHA's housing program and non-housing programs, in accordance with Section 504, and the Fair Housing Amendments Act of 1988, there are requirements, optional actions, and prohibitions:

(a) The HCHA must, upon request by an applicant or resident with a disability,

- make structural modifications to its housing and non-housing facilities and
- make reasonable accommodations in its procedures or practices unless such structural modifications or reasonable accommodations would result in an undue financial *(i)* and administrative burden on the Authority, or would result in a fundamental alteration in the nature of the program.

(b) In making structural modifications to "existing housing programs" or in carrying out "other alterations" for otherwise qualified persons with disabilities, the HCHA may, but is not required to:
- Make each of its existing facilities accessible; or

- Make structural alterations when other methods can be demonstrated to achieve the same effect;
- Make structural alterations that require the removal or altering of a load-bearing structural member;

(c) When the HCHA is making "substantial alterations" *(i)* to an existing Housing facility, the HCHA may, but is not required to:

- Make structural alterations that require the removal or altering of a load-bearing structural member; or
- Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable *(ii)* also. Note that the undue burdens test is not applicable to housing undergoing substantial alteration.

Reasonable accommodation requests must be made in writing or in some permanent format (such as audio or video tape). They should include the basis for the request and the accommodation requested. Reasonable accommodation requests are subject to the general requirements set forth in this policy and will be considered according to individual case circumstances. The denial of a reasonable accommodation request is subject to the HCHA's Grievance Procedure.

4. Making Programs and Facilities Accessible to Persons with Disabilities

Facilities and programs used by residents will be accessible to a person in a wheelchair. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms, etc. (to the extent that the HCHA has such facilities) will be usable by residents with a full range of disabilities. To the extent that the HCHA offers such facilities, if none is already accessible, some will be made so, subject to the undue financial and administrative burden test.

5. No Personal or Political Favors

The HCHA will not permit these policies to be subverted to do personal or political favors. The HCHA will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, federal law, and the civil rights of the other families on the waiting list.

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[i] ***Defined in 24 CFR § 8.23 as Comprehensive Modernization or work in developments with 15+ units, work whose value exceeds 75% of the replacement cost of the facility.***

[ii] ***Structural impracticability is defined as: Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of 50% or more of the value of the element of the building or facility involved.***

B. Communications

1. Plain Language Accessible Documents

At a minimum, the HCHA will prepare information to be used by applicants and residents in plain-language accessible formats. All documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Documents used by applicants and residents will be accessible for those with vision or hearing impairments. Unless prohibited by local law, documents may be translated into languages other than English *(iii)*.

2. Understandable Explanations

The HCHA will present examples to help applicants and residents understand eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance. In writing materials for applicants and residents, HCHA staff will be prepared to explain rules and benefits verbally, as often as may be needed, because some disabilities may affect an applicant's ability to read or understand.

3. Alternate Forms of Communication

When the HCHA has initial contact with the applicant, HCHA staff will ask whether the applicant requires an alternate form of communication. Examples of alternative forms of communication might include, but are not limited to: a qualified sign language interpreter provided for and paid for by the HCHA; having written materials explained orally by staff either in person or by telephone; provision of written materials in large/bold font; information on audiocassette; permitting applicants to file applications by mail; and, permitting alternative sites for the receipt of applications. In addition, the HCHA's obligation to provide alternative forms of communication to persons with disabilities does not preclude an individual's right to have a friend, relative or advocate accompany him/her for purposes of conducting business with the HCHA.

4. Bilingual Assistance

Some applicants will not be able to read (or to read English), so the in-take staff must be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who read or understand little English may furnish their own interpreter. The HCHA is not required to pay the costs associated with having a foreign language interpreter (as they are for a sign language interpreter for the hearing impaired). The HCHA will endeavor to have bilingual staff to assist non-English speaking families.

C. Privacy

1. Standards and Procedures

All Howard County Housing Authority employees, Commissioners, volunteers, independent contractors, consultants, onsite service providers, and officially recognized resident representatives are bound by the standards and procedures set forth in the HCHA's Confidentiality Policy, in accordance with the Federal Privacy Act of 1974 (5 U.S.C 552a), as regulated in 24 CFR 16.

2. Informed Consent

Clients will be informed at the time of application or intake to any program that the Howard County Housing Authority maintains records on its clients and such records shall remain confidential except as described in the Confidentiality Policy. Adult members of applicant and tenant households will also be required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice.

D. Affirmative Marketing and Outreach

1. Marketing Plan

The HCHA will conduct affirmative marketing as needed so the waiting list includes a mix of applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population of the area. The marketing plan will take into consideration the number and distribution of vacant units, units that can be expected to become vacant because of move-outs, and characteristics of families on the waiting list. The HCHA will review these factors regularly to determine the need for and scope of marketing efforts. All marketing efforts will include outreach to those least likely to apply.

The HCHA will publicize the availability and nature of its public housing program in a newspaper of general circulation, minority media, and by other suitable means. When possible, the HCHA will utilize radio and television public service announcements.

The HCHA will also communicate the status of housing availability to service providers in the community and provide them with the information needed to make proper referrals. The HCHA shall, in particular, contact agencies that serve potentially qualified applicants least likely to apply (e.g., the disabled) to ensure that accessible/adaptable units are offered to applicants who need their features.

2. Marketing Materials

Marketing and informational materials will:

- Comply with Fair Housing Act requirements on wording, logo, size of type, etc.;
- Describe the housing units, application process, waiting list and preference structure accurately;

- Use clear and easy to understand terms and more than strictly English-language print media;
- Make clear who is eligible: low-income individuals and families; working and nonworking people; and people with both physical and mental disabilities; and
- Be clear about the HCHA's responsibility to provide reasonable accommodations to people with disabilities.

3. Availability of Materials

The following information will be made available at the HCHA Office at: 1010 S. Pope St., Nashville, Arkansas:

- Statement of Policies and Procedures governing Admissions and Continued Occupancy, including income limits, dwelling lease, and grievance procedure;
- Notice of the status of the waiting list;
- Detailed listing of HCHA developments, including the address, office hours, telephone numbers, number of units, and units designed with special accommodations;
- Any current HCHA notices to the public or residents.

III. QUALIFYING FOR ADMISSION

A. Eligibility

It is the HCHA's policy to admit only qualified applicants, meaning those who are eligible and able to meet the applicant selection standards. An applicant is qualified if he or she meets all of the following criteria:

Is a family that;

- Meets HUD requirements on citizenship;
- Has an annual income that does not exceed low-income limits;
- Provides documentation of Social Security numbers; and
- Meets the applicant selection criteria.

1. Definition of Family

A family is a person or group of people living together. It includes but is not limited to:

- A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and size);
- An elderly family: a family whose head, spouse, or sole member is a person at least 62 years of age. It may include two (2) or more persons who are at least 62 years of age living together, or one (1) or more persons who are at least 62 years of age living with one (1) or more live-in aides;
- A near-elderly family: a family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two (2) or more persons, who are at least 50 years of age but below the age of 62, living

together; or one (1) or more persons who are at least 50 years of age but below the age of 62 living with one (1) or more live-in aides;

- A disabled family: a family whose head, spouse, or sole member is a person with disabilities. It may include two (2) or more persons with disabilities living together, or one (1) or more persons with disabilities living with one (1) or more live-in aides;
- A displaced family: a family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws;
- The remaining member of a tenant family;
- A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family;
- Foster children may be considered part of a family unit for admission to or continued occupancy of public housing.

2. HUD Requirements on Citizenship

Per 24 CFR § 5.500, a family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the following exceptions:

- A mixed family with one (1) or more ineligible family members may be eligible for one of three types of assistance: continued assistance, temporary deferral of termination of assistance, or prorated assistance. (See Section XIV.D.);
- A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for a temporary deferral of termination of assistance;
- Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.

3. Low Income Limits

Annual Income at the time of admission cannot exceed the low-income limits established by HUD for the HCHA's jurisdiction. Low income is defined as 80 percent of the Area Median Income.

Annual Income is the anticipated total income from all sources, including net income derived from assets received by the family head, spouse (even if temporarily absent), co-head of household (even if temporarily absent), and each additional family member. It includes all net income from assets and excludes income that is temporary, non-recurring, sporadic, or specifically excluded from income by other federal statute.

Income limits apply only at admission and are not applicable for continued occupancy. Income limits do not apply to families transferring within the HCHA's public housing program. However, a family may not be admitted to the HCHA's public housing

program from another assisted housing program (e.g., Housing Choice Voucher Program) or from another public housing authority's public housing program without meeting the HCHA's income requirements.

Definition of over-income family is one having an annual income of 120% above the median income for the area for two consecutive years. Families that have an income that exceeds the applicable income limit for two consecutive years will be subject to termination or be required to pay a higher rental payment as follows: Monthly rent for the unit occupied by such family shall be an amount equal to the great of:

1.The applicable fair market rent established by HUD for a dwelling unit in the same market area of the same size; or

2. The amount of the monthly subsidy provided by HUD for the dwelling unit, which shall include any amounts from the Operating Fund and Capital Fund used for the unit; or

3. The PHA shall terminate the tenancy of such family not later than 6 months after the income determination is made.

The PHA must report annually, at the end of each reporting year, on the number of over-income families living in its public housing units and the number of over-income families on its waiting list.

4. Social Security Numbers

Documentation of Social Security numbers is required for all persons residing in the household irrespective of age or familial status, including live in aides. An individual may self-certify that he/she does not have a Social Security number. If a member of the household does not have a social security number HCHA will apply to HUD for an Alternate ID number, which will be used in lieu of the SSN until an SSN can be obtained.

5. Applicant Selection Criteria

Applicant selection and screening criteria is described in Section II.B of this policy.

6. Occupancy by Over-Income Families

1. The PHA, since it owns or operates less than 250 units may, on a month-to-month basis, lease a dwelling unit in its public housing program to an over-income family in accordance with this paragraph but only if there are no eligible families applying for housing assistance from the PHA for that month and the PHA provides not less than a 30-day public notice of the availability of such assistance.

2. The number and location of dwelling units of the PHA occupied under this paragraph by over-income families and the terms and conditions of those tenancies, shall be in an amount that is not less than the cost to operate the unit.

3. If an eligible family applies for the residence after an over-income family moves in to the last available unit, the over-income family shall vacate the unit, in accordance with the notice of termination of tenancy provided by the PHA, which shall be provided not less than 30-days before such termination. If a unit is vacant and there is no one on the waiting list, the PHA may allow an over-income family to gain immediate occupancy in the unit while simultaneously providing reasonable public notice and outreach with regard to availability to the unit.

B. Applicant Screening

All applicants shall be screened in accordance with HUD regulations and sound management practices. The HCHA's examination of relevant information regarding past and current habits or practices will include, but is not limited to, an assessment of the adult family members':

- Ability and willingness to comply with the terms of the HCHA's lease;
- Past performance in meeting financial obligations, especially rent and utility bills;
- Record of disturbance of neighbors, destruction of property, or living or housekeeping habits that may adversely affect the health, safety, or welfare of, and the peaceful enjoyment of the premises by other tenants; or
- History of criminal activity on the part of any applicant family member involving crimes of physical violence to persons or property or other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or development;
- A record of eviction from housing or involuntary termination from residential programs (Taking into account date and circumstances).

Applicant screening may include but not be limited to an assessment of:

- Ability and willingness to comply with the essential lease requirements
- Credit check
- Rental history check
- Criminal background investigation going back 3 years.

Any costs incurred to complete the application process and screening will by paid by the HCHA.

1. Ability and Willingness to Comply with Lease

During screening, the HCHA will require applicants to demonstrate their ability to comply with the essential provisions of the lease:

- To pay rent and other charges (e.g., utility bills) as required by the lease in a timely manner;

- To care for and avoid damaging the unit and common areas;
- To use facilities and equipment in a reasonable way;
- To create no health, or safety hazards, and to report maintenance needs;
- Not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
- Not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity on or off the premises; and
- To comply with necessary and reasonable rules and program requirements of HUD and the HCHA.

Applicants must be able to demonstrate their ability and willingness to comply with the terms of the HCHA's lease, either alone or with assistance they can demonstrate they will have at the time of admission. Availability of assistance is subject to verification by the HCHA.

Applicants whose landlord, financial, criminal, and other references demonstrate that they are willing and able to comply with lease terms in their existing housing will be considered to have met this criterion. Applicants whose housing situations make it difficult for the HCHA to determine whether or not they are able and willing to comply with lease terms (e.g., because they are homeless, live with friends or relatives, or have other non-traditional housing circumstances) will have to demonstrate their ability and willingness to comply with lease terms.

2. Credit Check and Rental History Check

The HCHA will complete a credit check and a rental history check on all applicants.
Applicant screening shall assess the conduct of the applicant and other family members listed on the application, in present and prior housing up to three (3) years from the date of application. The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:

- Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare;
- Adversely affect the physical environment or financial stability of the project;
- Violate the terms and conditions of the lease; or
- Require services from HCHA staff that would alter the fundamental nature of the HCHA's program.

3. Criminal Background Check

The HCHA will complete a criminal background check on all adult applicants or any member for whom criminal records are available, checks will go back 3 years prior to date of application.
In determining whether to deny admission or continued occupancy based upon a criminal record, the HCHA's ultimate goal is to determine if the applicant will be a threat to the

health, safety, or right to peaceful enjoyment of the premises of other residents and employees. Consideration of eligibility based upon criminal activity will involve consideration of the nature of the offense, date of the offense, and evidence of rehabilitation.
Before the HCHA rejects an applicant on the basis of criminal history, the HCHA must notify the household of the proposed rejection and provide the household member whose criminal history is at issue with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record.

4. Cause for Rejection of Application

The HCHA uses the following policies in considering an application for admission:
The HCHA is required to reject the application of a household if the HCHA determines that:

- Any household member is currently engaging in illegal use of a drug; or
- The HCHA has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents; or

- Any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of any federally assisted housing; or
- Any member of the household is subject to a lifetime registration requirement under a state sex offender registration program; or
- Any member of the household's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents *(iii)*.

(b) The HCHA shall reject the application of any applicant for three (3) years from the date of eviction if any household member has been evicted from any federally assisted housing for drug-related criminal activity. However, the HCHA may admit the household if the HCHA determines that:
- The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the HCHA, or
- The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).

(c) Payment of funds owed to the HCHA or any other housing authority is part of the screening evaluation. The HCHA will reject an applicant for unpaid balances owed

[iii] ***The HCHA must be able to show a relationship between the applicant household member's abuse of alcohol and behavior that threatens the health, safety, or right to peaceful enjoyment of other residents.***

any federally funded agency by the applicant for any program that the HCHA operates.

(d) An applicant's intentional misrepresentation of information related to eligibility, preference for admission, housing history, income, allowances, family composition or rent will result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.

5. Mitigating Circumstances

When negative information is received about an applicant household during the screening process, the HCHA will consider the time, nature, and extent of the applicant's conduct and mitigating factors that might indicate a reasonable probability of favorable future conduct.

(a) Mitigating circumstances are facts relating to the applicant's negative rental history or behavior, that, when verified, indicate:
- the reason for the unsuitable rental history and/or behavior;
- that the reason for the unsuitable rental history and behavior is no longer in effect or is under control; and
- The applicant's prospect for lease compliance is acceptable, justifying admission.
- No applicant for public housing who has been a victim of domestic violence, dating violence or stalking shall be denied admission into the program if they are otherwise qualified.

To be considered, mitigating circumstances must be verifiable.

Examples of mitigating circumstances might include evidence of successful rehabilitation (for example, successful completion of program and evidence of remaining drug free for nine (9) months), the applicant family's participation in social service or other appropriate counseling service, or successful and sustained modification of previous disqualifying behavior.

(b) Consideration of mitigating circumstances does not guarantee that the applicant will qualify for admission. The HCHA will consider such circumstances in light of:
- the applicant's ability to verify the mitigating circumstances and prospects for improved future behavior;
- the applicant's overall performance with respect to all the screening requirements; and
- the nature and seriousness of any criminal activity, especially drug related criminal activity that appears in the applicant's record.

(c) Applicants known to have a disability that meet the eligibility requirements but fail to meet the Selection Criteria will be offered an opportunity for a second meeting to determine whether mitigating circumstances or reasonable accommodations will make it possible for the applicant to be housed in accordance with the screening procedures.

If the applicant asserts that mitigating circumstances relate to a change in disability, medical condition, or treatment, the HCHA shall refer such information to persons qualified to evaluate the evidence and verify the mitigating. The HCHA shall also

have the right to request further information to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

(d) In determining whether to deny admission to any household based on a pattern of illegal use of a controlled substance or a pattern of abuse of alcohol by a household member, the HCHA will consider whether such household member:

- Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable);
- Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable);
- Is participating in a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable);
- No applicant for public housing who has been a victim of domestic violence, dating violence or stalking shall be denied admission into the program if they are otherwise qualified.

(e) In determining whether to deny admission or continued occupancy based upon a criminal record, the HCHA's ultimate goal is to determine if the applicant will be a threat to the health, safety, or right to peaceful enjoyment of the premises of other residents and employees. Consideration of eligibility based upon criminal activity will necessarily involve the exercise of discretion. The following factors will be considered when exercising that discretion:

(i) Nature and seriousness of the offense

All crimes involving illegal drugs, violence, the threat of violence, property damage, disturbing the peace, spousal abuse, rape, child molesting, or financial crimes (including welfare fraud and grand theft) are deemed serious. Single convictions for petty theft or driving under the influence of alcohol is not deemed serious. All other shall be considered on a case-by-case basis.

Consideration shall be given to whether there is a long-term pattern of criminal activity versus a single offense or cluster of offenses, and whether the offenses are coincident with drug or alcohol abuse if the offender has been rehabilitated from such abuse.

(ii) Date of the offense

Crimes committed more than ten years past, and where there has been no criminal activity for ten (10) years after release from incarceration, shall not be considered sufficient, standing alone, to disqualify a person from admission. Crimes committed within the past three (3) years may be considered as sufficient grounds to disqualify a person from admission. Crimes more than three (3) years and less than ten (10) years ago shall be considered on a case-by-case basis.

(iii) Evidence of rehabilitation

The HCHA will consider whether there is any indication of rehabilitation of the offender.

6. Occupancy by Over-Income Families

The PHA, since it owns or operates less than 250 units may, on a month-to-month basis, lease a dwelling unit in its public housing program to an over-income family in accordance with this paragraph but only if there are no eligible families applying for housing assistance from the PHA for that month and the PHA provides not less than a 30-day public notice of the availability of such assistance.

The number and location of dwelling units of the PHA occupied under this paragraph by over-income families and the terms and conditions of those tenancies, shall be determined by the PHA, except that rent for a unit shall be in an amount that is not less than the cost to operate the unit.

If an eligible family applies for residence after an over-income family moves in to the last available unit, the over-income family shall vacate the unit, in accordance with the notice of termination of tenancy provided by the PHA, which shall be provided not less than 30 days before such termination; and, if a unit is vacant and there is no one on the waiting list, the PHA may allow an over-income family to gain immediate occupancy in the unit while simultaneously providing reasonable public notice and outreach with regard to availability of the unit.

C. Determination of Qualification for Admission

1. Analysis of Information

All information will be verified and analyzed, and the HCHA will make a determination with respect to:

- Eligibility of the applicant as a family;
- Eligibility of the applicant with respect to income limits for admission;
- Eligibility of the applicant with respect to citizenship or eligible immigration status;
- Qualification of the applicant with respect to the Selection Criteria;
- Unit size required for and selected by the family; and
- Preference category (if any) to which the family is entitled;
- No applicant for public housing who has been a victim of domestic violence, dating violence or stalking shall be denied admission into the program if they are otherwise qualified.

2. Notification

Qualified families will be notified by the HCHA of the approximate length of time on the waiting list insofar as that date can be determined. However, this is only an estimate; the HCHA cannot guarantee the applicant will be housed by that date.

Unqualified applicants will receive a Letter of Denial from the HCHA, stating the basis for such determination.

D. Occupancy by Police Officers

As authorized by 24 CFR 960.505 and not withstanding any other provision of law, the HCHA will allow police officers otherwise ineligible for public housing to occupy a maximum of one percent (1%) of the units at each of its conventional family developments. Such occupancy is permitted only when necessary to increase the security of residents.

1. Definition of Police Officer

For the purposes of this policy, "police officer" shall mean a person determined by the Howard County Housing Authority to be employed on a full-time basis as a duly licensed professional police officer by a Federal, State, or local government or by any agency of these governments.

2. Terms and Conditions

The officer's tenancy is subject to the following terms and conditions:

(a) During the time of admission and residence, the officer must remain employed on a full-time basis as a duly licensed professional police officer by a Federal, State, or local government or by any agency of these governments;
(b) The officer shall reside rent free;
(c) The officer shall attend all regularly scheduled resident meetings. If the officer is unable to attend, he or she shall obtain from the Security Administrator a written statement exempting the officer's absence;
(d) On a weekly basis, the officer shall discuss security-related issues with the property manager and/or security administrator in person or by telephone;

Failure to comply with any of these terms shall be grounds for termination of the lease.

IV. APPLICATION PROCESS

A. Processing Applications

The HCHA will accept and process applications in accordance with applicable HUD regulations. The application process involves two phases: a preliminary application and full application.

1. Preliminary Application

The preliminary application results in the family's placement on the waiting list. During this first phase, the family provides basic household information and claims any admission preferences to which it may be entitled.
The family must provide the following information in the preliminary application:

Names, addresses, contact information, family size and composition,
SSNs for Head.

Completed pre-applications should be submitted to the PHA office at 1010 S. Pope St., Nashville, Arkansas. The HCHA will stamp the preliminary application with the date and time it was received.

Only admission preferences will be verified at the time of the preliminary application. The HCHA will assume that all other facts certified to by the applicant are correct, although all such information will be verified further in the application process.

Applicants must report any changes in their status, including family composition, income, or admission preferences. The HCHA will annotate the applicant's file and update his/her place on the waiting list. The changes will be confirmed with the family in writing.

Depending upon the length of the waiting sub-list(s) to which the family is applying, the HCHA may bypass the pre-application phase and proceed directly to the full application.

2. Full Application

The full application takes place when the applicant nears the top of a waiting sub-list. The family will be asked to come to the HCHA for a finalization interview to complete its applicant file. At this time, the HCHA will ensure that verifications of all preferences, eligibility, and selection factors are current in order to determine the family's final eligibility for admission into the public housing program.

The following items will be verified to determine qualification for admission to HCHA housing:

- Family composition and type (elderly, disabled, near-elderly, non-elderly);
- Annual income;
- Assets and asset income;
- Deductions from income;
- Admission preferences;
- Social Security numbers of all family members;
- Applicant screening information; and
- Citizenship or eligible immigration status.

Applicants who fail to attend their scheduled interview or who cannot be contacted to schedule an interview will have their applications automatically withdrawn, subject to reasonable accommodations for people with disabilities. Generally, no more than one (1) opportunity will be given to reschedule without good cause.

If the family is determined eligible after verification of information and screening factors, the date and time of eligibility determination will be noted in the applicant's file.

3. Family Cooperation

The head of household, spouse, and all adult family members will be required to sign one (1) or more consent forms throughout the pre-application and full application processes. The purpose of these forms is to authorize HUD or the HCHA to obtain information from various sources to complete and/or verify the family's application. If the head of household, spouse, or any adult family member does not sign a required consent form for any reason, the family's application for admission will be denied. Failure by any family member to comply with the HCHA's reasonable requests for documentation, consent, or information will result in the denial of the family's application.

V. VERIFICATION PROCESS

A. Purpose of Verification

The HCHA is required to verify factors that affect applicants' and residents' determination of eligibility and level of assistance. Prior to admission, the HCHA will verify the accuracy and completeness of information related to admission preferences, eligibility, screening, and level of benefits. Items related to eligibility for continued occupancy and rent determination shall also be periodically reviewed and verified. Verification ensures that all information used during admission and occupancy is correct.

1. Information to be verified

Information to be verified includes but is not limited to:

- Income (included and excluded)
- Assets
- Deductions
- Admission preferences
- Disability status
- Need for a live-in aide or reasonable accommodation
- Employment or student status
- Social Security numbers
- Citizenship/eligible noncitizen status
- Address information for Full Time College students to verify separate residence establishment 1 year prior to application to HCHA.
- Review of both Students and Parents tax forms for previous year to determine dependent status.
- Proof of age or emancipation status.

2. Family Obligations

Applicants must cooperate fully in obtaining or providing the necessary verifications. Each member of the family of an assistance applicant or participant, who is at least 18 years of age, and each family head and spouse, regardless of age, shall sign one (1) or more consent forms. Consent forms used by the HCHA include, but are not limited to:

(a) HUD Form 9886

HUD Form 9886 authorizes HUD and the HCHA to obtain third party verification of the following:

- Any income information or materials from State Wage Information Collection Agencies (SWICA);
- Income information obtained from previous or current employers.

The HUD Form 9886 authorizes HUD only to obtain third party verification of the following:

- Income information from the Social Security Administration (SSA)
- Income tax return information from the Internal Revenue Service (IRS)

The HUD Form 9886 may not be used to obtain any other information.

(b) OTHER CONSENT FORMS will be created by the HCHA as needed to provide for third party verification of income and assets or conditions.

B. Acceptable Methods of Verification

1. Definition of Verification Methods

(a) *Upfront income verification*

Upfront income verification is the verification of income, before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals.

To prevent fraud and abuse in HUD programs, the United States Code (USC) and Code of Federal Regulations (CFR) allow HUD and public housing agencies to obtain information about applicants and participants to determine their eligibility or level of benefits. Most importantly, the USC authorizes computer-matching agreements of income information.

Types of income that may be verified using upfront income verification (UIV) are:

- Gross wages and salaries (including overtime pay, commission, fees, tips, bonuses, and other compensation for personal services);
- Unemployment compensation;
- Welfare benefits;
- Social Security benefits (including Federal and State benefits, Black Lung benefits, dual benefits): Social Security and Supplemental Security Income; and
- Other income types (i.e., child support, pensions, etc.) should be verified using UIV techniques if the resources are available.

The HCHA may obtain UIV through the following methods:

- Computer matching agreements with a federal, state, or local government agency, or private agency;
- Use of HUD's Tenant Assessment Subsystem (TASS) or Enterprise Income Verification (EIV) System; or
- Submit direct requests for income verifications to a federal, state, or local government agencies or a private agency

(b) *Third party verification*

Third party verification is used to supplement or complement upfront income verification. It is also used to confirm other (non-income related) applicant/tenant claims.

(i) Written third party verification

Written third party verification is the most acceptable form of documentation to substantiate applicant or resident claims. The verification documents are supplied directly to the independent source by the HCHA and must be returned directly to the HCHA from the independent source. Third party written verification may include reports or other documents generated upon request from the HCHA by government agencies, employers, former landlords, caseworkers, references, etc.

(ii) Third party oral verification

If attempts to obtain third party written verification are unsuccessful, the HCHA may use third party oral verifications by contacting the independent source(s) via telephone or in-person visit. The HCHA will document in the applicant/tenant's file the date and time of the conversation, the name and telephone number of the person contacted, and the confirmed verified information.

This verification method is used in the event that the independent source does not respond to the HCHA's faxed, mailed, or emailed request for information in a reasonable time frame or no more than 10 business days.

(iii) Document review

When the HCHA is unable to obtain upfront income verification or third party written or oral verification, the HCHA will review original documents provided by the applicant/tenant in support of his/her claim. This verification method can only be used as the sole source of income verification when third party verification cannot be obtained within a period of four (4) weeks.

In order for HCHA to use lesser forms of verification other than UIV, the HCHA will document in the case file the reason each type of verification was not available prior to moving to the next level of verification.

In support of the applicant/tenant's declaration, the HCHA may review original (authentic) documents provided by the applicant/tenant. All documents should be dated within the last 60 days of the interview. The HCHA will make a photocopy of the original document(s) and maintain the copy in the participant case file. The HCHA will also document in the case file the receipt, copy, and review of the original document.

The following are acceptable participant-provided documentation:

- Consecutive and original pay stubs
- Social Security Administration award letter
- Bank statements
- Pension benefit statements
- Temporary Assistance to Needy Families (TANF) award letter
- Other official and authentic documents from a Federal, State, or local agency

(c) *Self-Certification*

If no other form of verification is available, self-certification may be used as a last resort to verify information. The applicant/tenant must submit an affidavit or

notarized statement. HCHA will also pull a Credit Bureau report on all applicants claiming to have zero income to verify the statement.
When the HCHA utilizes applicant/tenant certification, the HCHA will document in the case file why third-party verification was not available.

2. Documentation of Verification

Verification will be properly documented in the tenant's file, which may include third party written verification, notes from telephone conversations with third parties, photocopies of documents provided by the family, and applicant self-certifications.

3. Frequency of Obtaining Verification

For each family member, citizenship/eligibility noncitizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained within 90 days of admission. Prior to a new member joining the family, their citizenship/eligible noncitizen status will be verified.
Each member of the household regardless of age or familial status must have either a valid Social Security Number or an Alternate ID as generated by the HUD PIC system. Each SSN will be verified through the SSA and a report on all invalid SSNs and Duplicate SSNs will be generated monthly by the HCHA. This report will be used to contact tenants who appear and will be used to verify the status of the SSNs reported by the members of the household. Any tenant failing this data match with the SSA will have to prove that their information is true and correct and submit such proof back to HCHA no later than 30 days following notification of invalid or duplicate status.
All other information will be verified annually at the resident's annual reexamination.
When an interim reexamination is conducted, the HCHA will verify the information related to the reason for the interim reexamination, invalid or missing SSNs will also be addressed at this time as well as at annual reexaminations.

C. Verification of Social Security Numbers

Documentation provided directly by the family is generally acceptable for the verification of Social Security numbers.

The standard verification for a Social Security number is an original Social Security card issued by the Social Security Administration (SSA). If a Social Security card is not available, the HCHA will accept a letter from the SSA or documentation from other governmental agencies (e.g. driver's license, military identification card, or passport) that establishes and states the individual's Social Security number.

If a member of an applicant family indicates he/she has a Social Security number but cannot readily verify it, the family member will be issued an alternate ID number until verification is provided, once the verification of the SSN is provided the alternate ID will be replaced in the PIC system with the valid social security number.

Errors and Corrective actions for Social Security Numbers

Error Description	Explanation	Corrective Action
Not verified or Member SSN not sent to SSA – invalid SSN	HUD did not submit the SSN to SSA based on the invalid characteristics of the SSN. For example, 999-99-9999, 111-11-1111, etc.	Enter a valid SSN on HUD Form 50058, or request original social security card from tenant. Confirm SSN displayed on the social security card matches the SSN reported on the HUD Form 50058. If the numbers do not match, make the necessary correction to the HUD Form 50058.
Failed SSN not found in SSA records	The tenant's SSN is not a valid number issued by SSA.	Request original social security card from tenant. Confirm SSN displayed on the card matches the SSN reported on the HUD Form 50058. If the numbers do not match, make the necessary correction to the HUD Form 50058.
Failed SSN was not verified by SSA	The tenant's SSN is not a valid number issued by SSA.	Request original social security card from tenant. Confirm SSN displayed on the social security card matches the SSN reported on the HUD Form 50058. If the numbers do not match, make the necessary correction to the HUD Form 50058.
Failed Surname matched, but date of birth did not match with SSA records	The tenant's identity was not verified because while the Surname matched with SSA records, the date of birth did not match. However, based on the SSN/last name combination, SSA has indicated that the tenant does **not** receive SS/SSI benefits.	Request original birth certificate from tenant. Confirm date of birth displayed on the birth certificate matches the date of birth reported on the HUD Form 50058. If the date of birth does not match, make the necessary correction to the HUD Form 50058.
Failed Date of birth matched, but surname did not match with SSA records	The tenant's identity was not verified because while the date of birth matched with SSA records, the surname did not	Request birth certificate and social security card of tenant/household member; or current letter or printout from

Error Description	Explanation	Corrective Action
	match. However, based on the SSN/date of birth combination, SSA has indicated that the tenant does **not** receive SS/SSI benefits.	SSA, which reflects current name. Confirm surname on all documents matches the surname reported on the HUD Form 50058. If the surname does not match, verify the change in surname (court order, marriage license, etc.) and make the necessary correction to the HUD Form 50058.
SS benefits cannot be disclosed due to discrepancy in date of birth	The tenant's identity was verified by SSA based on the SSN/last name combination and the tenant is receiving SS benefits. However, due to the discrepancy in the date of birth, the benefit information cannot be disclosed.	Request original birth certificate from tenant. Confirm date of birth displayed on the birth certificate matches the date of birth reported on the HUD Form 50058. If the date of birth does not match, make the necessary correction to the HUD Form 50058.
SS benefits cannot be disclosed due to discrepancy in name	The tenant's identity was verified by SSA based on the SSN/date of birth combination and the tenant is receiving SS benefits. However, due to the discrepancy in the last name, the benefit information cannot be disclosed.	Request birth certificate and social security card of tenant/household member; or current letter or printout from SSA, which reflects current name. Confirm surname on all documents match. If the surnames do not match, verify the change in surname (court order, marriage license, etc.) and make the necessary correction to the HUD Form 50058.
SSI benefits cannot be disclosed due to discrepancy in date of birth	The tenant's identity was verified by SSA based on the SSN/last name combination and the tenant is receiving SSI benefits. However, due to the discrepancy in the date of birth, the benefit information cannot be disclosed.	Request original birth certificate from tenant. Confirm date of birth displayed on the birth certificate matches the date of birth reported on the HUD Form 50058. If the date of birth does not match, make the necessary correction to the HUD Form 50058.

Error Description	Explanation	Corrective Action
SSI benefits cannot be disclosed due to discrepancy in name	The tenant's identity was verified by SSA based on the SSN/date of birth combination and the tenant is receiving SSI benefits. However, due to the discrepancy in the last name, the benefit information cannot be disclosed.	Request birth certificate and social security card of tenant/household members; or current letter or printout from SSA, which reflects current name. Confirm surname on all documents match. If surname does not match, verify the change in surname (court order, marriage license, etc.) and make the necessary correction to the HUD Form 50058.
SS and SSI benefits cannot be disclosed due to discrepancy in date of birth	The tenant's identity was verified by SSA based on the SSN/last name combination and the tenant is receiving both SS and SSI benefits. However, due to the discrepancy in the date of birth, the benefit information cannot be disclosed.	Request original birth certificate from tenant. Confirm date of birth displayed on the birth certificate matches the date of birth reported on the HUD Form 50058. If the date of birth does not match, make the necessary correction to the HUD Form 50058.
SS and SSI benefits cannot be disclosed due to discrepancy in name	The tenant's identity was verified by SSA based on the SSN/date of birth combination and the tenant is receiving both SS and SSI benefits. However, due to the discrepancy in the last name, the benefit information cannot be disclosed.	Request birth certificate and social security card of tenant/household member; or current letter or printout from SSA, which reflects current name. Confirm surname on all documents match. If the surname does not match, verify the change in surname (court order, marriage license, etc.) and make the necessary correction to the HUD Form 50058.

D. Verification of Age and Relationship

Documentation provided directly by the family is generally acceptable for the verification of age and relationship. Acceptable forms of verification include:

- Birth certificates
- State-issued identification cards
- Driver's licenses

E. Verification of Citizenship or Immigrant Status

1. Citizenship

Citizens are permitted to certify to their status by signing a declaration under penalty of perjury of their status as a citizen of the United States.

2. Immigrant Status

Verification of eligible immigration status is carried out pursuant to 24 CFR § 5.5. Prior to Being admitted, all citizens and nationals are required to sign a declaration of their status under penalty of perjury. They are required to show proof of their status by such means as a Social Security card, birth certificate, military ID, or military DD 214 Form.

Prior to being admitted, all eligible non-citizens 62 years of age or older are required to sign a declaration under penalty of perjury. They are also required to show proof of age.

Prior to being admitted, all eligible non-citizens must sign a declaration of their status and verification consent form and provide their original Immigration and Naturalization Service (INS) documentation. A copy of the individual's INS documentation will be placed in the family's file.

The HCHA will also verify their status through the INS Systematic Alien Verification for Entitlements (SAVE) system. If the INS SAVE system cannot confirm eligibility, the HCHA will mail a request to the INS to obtain manual verification.

Family members who do not claim to be citizens, nationals, or eligible noncitizens are listed on a statement of non-eligible members. Any family member who does not choose to declare their status must be listed on the statement of non-eligible members. The head of household must sign the list.

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

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

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

3. Aliens not lawfully present in the United States

Per Section 404 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the HCHA is required to notify the INS of any alien the HCHA "knows" is not lawfully present in the United States.

(a) *Definition:* The HCHA will know that an alien is not lawfully present in the United States only when:

- The unlawful presence is a "finding of fact" that is made by the HCHA as part of a formal determination that is subject to administrative review on an alien's claim for assistance; and
- There is receipt by the HCHA of a determination from the INS, such as a Final Order of Deportation, supporting the HCHA's finding of fact on the alien's unlawful presence.

If an alien admits to unlawful presence or there is other evidence to that effect, upon which the HCHA makes a finding that the alien is unlawfully present, and that finding is a basis of the HCHA's denial of assistance, either at the time of application or recertification, then the HCHA has made a "finding of fact." However, such a finding of fact is not a sufficient basis for the HCHA to report such alien to the INS unless there is supporting documentation from the INS or the Executive Office of Immigration Review that the alien is unlawfully present. A SAVE response showing no INS record on an alien, or an immigration status making the alien ineligible for assistance, is not a finding of fact that the individual is not lawfully present.

(b) *Reporting:* The HCHA shall only report "known" not "suspected" unlawfully present Aliens to the INS. Within 45 days of the close of the calendar year quarter, the HCHA will report the name, address, and any other identifying factors in the HCHA's possession regarding the alien unlawfully present in the United States. This report will be sent to: Director, Policy Directives and Instructions Branch, Immigration and Naturalization Service, 425 I Street NW, Room 4024, Washington, DC 20536, Attn: INS No. 2070-00.

F. Verification of Income

The HCHA will attempt to ensure that all available resources, including upfront income verification techniques, are used to obtain verification of applicant/tenant income.
Upfront income verification is the preferred method of income verification. When the HCHA is unable to obtain upfront income verification after a period of ten (10) business days, third party verification will be acceptable. If third party verification is not available, the HCHA will document in the case file the reason why it was not available.
The following guidelines are used by the HCHA to verify various types of income:

1. Wages/Salaries

Upfront income verification:

- Use of computer matching agreements with the HUD EIV system or any other upfront system to obtain wage information electronically, by mail or fax, or in person
- Agreements with private vendor agencies to obtain wage and salary information

Written third party verification:

- The HCHA mails, faxes, or emails a verification form directly to the independent sources to obtain wage information
- The HCHA may have the tenant/applicant sign a Request for Earnings Statement from the SSA to confirm past earnings. The HCHA mails the form to the SSA and the statement will be sent to the address the HCHA specifies on the form.

Oral third-party verification:

- In the event the independent source does not respond to the HCHA's written request for information, the HCHA may contact the independent source by telephone or make an in-person visit to obtain the requested information.

Document review:

- When neither form of third-party verification can be obtained, the HCHA may accept original documents such as consecutive pay stubs, W-2 forms, etc.

Tenant declaration:

- The HCHA may accept a notarized statement or affidavit from the applicant/ tenant that declares the family's total annual income from earnings.
- The HCHA will obtain the following information about the applicant/tenant's employment whenever possible: start date, termination date, pay frequency, pay rate, anticipated pay increases in the next 12 months, year-to-date earnings, bonuses, overtime, company name, address, and telephone number, and the name and position of the person completing the verification.

2. Self-Employment Income

Upfront income verification:

- Not available

Written third party verification:

- The HCHA mails or faxes a verification form directly to the sources identified by the family to obtain income information.

Oral third-party verification:

The HCHA may call the source to verify the information.

Document review:

- The HCHA may accept any documents (i.e. tax returns, invoices, and letters from customers) provided by the applicant/tenant to verify self-employment income.

Tenant declaration:

- The HCHA may accept a notarized statement or affidavit from the applicant/tenant that declares the family's total annual income from self-employment. The declaration includes a perjury statement.

3. Social Security Benefits

Upfront income verification:

- Per Notice PIH 2004-18, for current residents and household members, all public housing authorities are required to use HUD's Tenant Assessment Subsystem (TASS) or Upfront Income Verification (UIV) System to verify Social Security/Social Security Income benefits of current participants and household members.
- Upfront income verification is unavailable for applicants.

Written third party verification:

- Not available: The SSA will no longer furnish verification via telephone, mail, or fax.

Oral third-party verification:

- Not available: The SSA will no longer furnish verification via telephone, mail, or fax.

Document review:

- For applicants, and for current participants for whom current benefit information is unavailable through TASS or UIV System, the HCHA requests an original SSA verification letter for each household member that receives Social Security benefits. The letter must be dated within the last 60 days. The applicant/resident may request an SSA benefit verification letter by calling the SSA at 1-800-772-1213 or visiting the website at www.ssa.gov
- The HCHA will make a photocopy of the letter for the file and return the original to the applicant/resident.

- In the event that third party verification is not available, the HCHA will document in the applicant/resident file the reason third-party verification was not available. Below are some examples of acceptable file documentation:
  - New admission, information not available in TASS
  - New tenant, information not available in TASS
  - Current tenant, information not available in TASS due to change in re-examination date
  - Current tenant, information not available in TASS due to discrepancy with name, date of birth, or social security number in SSA file
  - Current tenant, information not available in TASS, reason unknown

Tenant declaration:

- Not available.

4. Welfare Benefits

Upfront income verification:

- Use of computer matching agreements with the Department of Human Services to obtain current benefit amount electronically, by mail or fax, or in person

Written third party verification:

- The HCHA mails, faxes, or emails a verification form directly to the Department of Human Services to obtain welfare benefit information

Oral third-party verification:

- The HCHA may call the Department of Human Services to obtain current benefit amount.

Document review:

- The HCHA may review an original award notice or printout from the Department of Human Services.

Tenant declaration:

- The HCHA may accept a notarized statement or affidavit from the applicant/tenant that declares monthly welfare benefits.

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5. Child Support

Upfront income verification:

- Use of agreement with the local Child Support Enforcement Agency to obtain current child support amount and payment status electronically, by mail or fax, or in person

Written third party verification:

- The HCHA mails, faxes, or emails a verification form directly to the local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.

Oral third-party verification:

- The HCHA may call the local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.

Document review:

- The HCHA may review an original court order, notice, or printout from the local Child Support Enforcement Agency provided by the applicant/tenant to verify current child support amount and payment status.

Tenant declaration:

- The HCHA may accept a notarized statement or affidavit from the applicant/tenant that declares current child support amount and payment status.

6. Unemployment Benefits

Upfront income verification:

- Use of computer matching agreements with State Wage Information Collection Agency (SWICA) to obtain unemployment compensation electronically, by mail or fax, or in person
- Use of HUD systems, when available

Written third party verification:

- The HCHA mails, faxes, or emails a verification form directly to the State Wage Information Collection Agency (SWICA) to obtain unemployment compensation

Oral third-party verification:

- The HCHA may call the State Wage Information Collection Agency (SWICA) to obtain current benefit amount

Document review:

- The HCHA may review an original benefit notice or unemployment check stub, or printout from the State Wage Information Collection Agency (SWICA) provided by the applicant/tenant.

Tenant declaration:

- The HCHA may accept a notarized statement or affidavit from the applicant/tenant that declares unemployment benefits.

7. Pensions

Upfront income verification:

- Use of computer matching agreements with a Federal, State, or local government agency to obtain pension information electronically, by mail or fax, or in person

Written third party verification:

- The HCHA mails, faxes, or emails a verification form directly to the pension provider to obtain pension information

Oral third-party verification:

- The HCHA may call the pension provider to obtain current benefit amount

Document review:

- The HCHA may review an original benefit notice from the pension provider provided by the applicant/tenant.

Tenant declaration:

- The HCHA may accept a notarized statement or affidavit from the applicant/tenant that declares monthly pension amounts.

8. Assets

Upfront income verification:

- Use of cooperative agreements with sources to obtain asset and asset income information electronically, by mail or fax, or in person

Written third party verification:

- The HCHA mails, faxes, or emails a verification form directly to the source to obtain asset and asset income verification

Oral third-party verification:

- The HCHA may call the source to obtain asset and asset income information

Document review:

- The HCHA may review original documents provided by the applicant/tenant.

Tenant declaration:

- The HCHA may accept a notarized statement or affidavit from the applicant/tenant that declares assets and asset income.

Verification Requirements for Individual Items		
Item to Be Verified	3rd party/Up Front verification	Hand-carried verification
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports Verification through database match with SSA (EIV)	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment

Verification Requirements for Individual Items		
Item to Be Verified	3rd party/Up Front verification	Hand-carried verification
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CD's, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer, Electronic Reports	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if	Bank deposits, other similar evidence

Verification Requirements for Individual Items		
Item to Be Verified	3rd party/Up Front verification	Hand-carried verification
	grandmother pays day care provider, the day care provider could so state)	
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating - whether enrolled or completed - whether training is HUD-funded - whether Federal, State, local govt., or local program - whether it is employment training - whether it has clearly defined goals and objectives whether program has supportive services - whether payments are for out-of-pocket expenses incurred in order to participate in a program - date of first job after program completion	N/A Evidence of job start

9. Verification of zero income

Applicants reporting zero (0) income will be asked to complete a family expense form to document how much they spend on food, transportation, health care, child care, debts, household items, etc. and what the source of income is for these expenses.

G. Verification of Mandatory Deductions

In determining adjusted income, in accordance with 24 CFR §5.611(a), the HCHA is required to deduct the following amounts from annual income:

- $480 for each dependent;
- $400 for any elderly or disabled family;
- The sum of the following, to the extent that the sum exceeds 3% of annual income:
  Unreimbursed medical expenses of any elderly family or disabled family; and

- Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. (This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus.)

· Any reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education.

1. Dependent deduction

A dependent is defined as a member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student. A full-time student is a person attending school or vocational training on a full-time basis. The school or vocational training center defines full-time status.

To verify a family member's eligibility for the dependent deduction, the HCHA will obtain a copy of each family member's birth certificate, Social Security card, and/or appropriate documentation to verify the name, sex, Social Security number, date of birth, disability, and relationship to the head of household. Each family under 18, or who has a disability, or over the age of 18 and a full-time student, is entitled to the $480 dependent deduction.

The HCHA uses third party verification (upon consent by the family member) to verify full-time student status. Documentation may include a current enrollment status letter, which includes the school's name and address, dates of enrollment and total number of classes or credits attempted in a given quarter/semester, current school transcript, most recent grade report, etc. The HCHA mails verification requests directly to the school and receives the completed verification directly from the school.

2. Disabled family deduction

A disabled family is defined as a family whose head, spouse, or sole member is a person with disabilities. It may include two (2) or more persons with disabilities living together, or one (1) or more persons with disabilities living with one (1) or more live-in aides.
A person with disabilities is defined as a person who:

- has a disability, as defined in 42 USC 423;
- is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that
  - is expected to be of a long-continued and indefinite duration;
  - substantially impedes his or her ability to live independently; and
  - is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or

- has a developmental disability as defined in 42 USC 6001.

If the head, spouse, or sole member is receiving disability benefits from the SSA, the family member is disabled. The HCHA will verify payment of SSA disability benefits to the family member as described in Section IV.F.3 above.

For those individuals with disabilities that do not receive disability payments from the SSA, the HCHA will use a disability verification form to document that the applicant/tenant meets the HUD eligibility definition of a person with a disability. The HCHA will send the form directly to a qualified professional having knowledge of the person's disability, who can verify the person's status. The HCHA will also accept doctor statements, but such statements must meet the disability definition requirements as outlined in USC Title 42, Chapter 7, Subchapter II, Section 423.

If the household is classified as a disabled family and an elderly family, the household is entitled to only one $400 deduction.

3. Elderly family deduction

An elderly family is defined as a family whose head, spouse, or sole member is a person who is at least 62 years of age.

The HCHA maintains a copy of each family member's birth certificate and social security card to verify the name, sex, SSN, date of birth, and relationship to the head. If the head, spouse, or sole member is at least 62 years of age, then the family is eligible for the elderly family deduction.

If the household is classified as an elderly family and a disabled family, the household is entitled to only one $400 deduction.

4. Childcare expense deduction

Childcare expenses are defined as amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare, which HCHA has determined to be **$100.00 per child per week.** In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income so if a family with 4 children were earning $300.00/week and had all four children in child care, the maximum amount allowable would be $300.00 even though the family was spending $400.00/week. Determining a family's eligible for the childcare expense deduction is a two-step process.

- First the HCHA must verify that the incurred childcare expense enables a family member to actively seek employment, to be gainfully employed, or to further his/her education.
    - For family members that are gainfully employed, the HCHA will use the employment verification to confirm the family's eligibility for the childcare expense deduction.
    - Typically, adequate verification of a family member actively seeking work may consist of written or oral third-party verification from a local or state government agency that governs work-related activities. In the event that third party verification is not available, the HCHA may rely on applicant/tenant provided documents along with a notarized statement that indicates their efforts to seek employment.

- Secondly, the HCHA must verify that the incurred childcare expense is for a child (or children) under the age of thirteen.

The HCHA will inquire about childcare expenses that may be incurred for before and after school care and during the summer months. The HCHA may not choose the type of childcare to be provided for the head of household's child(ren). The HCHA may not refuse to give a family the childcare expense deduction because there is an adult family member in the household that may be available to provide childcare.
Child support payments made to another on behalf of a minor who is not living in the household are not a deductible childcare expense. Childcare expenses for a disabled family member, who is 13 years of age or older, are not a deductible childcare expense. However, the childcare expenses may be an allowable disability expense deduction, if the child is disabled.

5. Medical expense deduction

Disabled or elderly families are entitled to a deduction for unreimbursed medical expenses. The allowable medical expense is that portion that exceeds three percent (3%) of annual income.

The medical expense deduction is permitted only for households in which the head or spouse is at least 62 years of age or disabled. A disabled family is defined as a family whose head, spouse, or sole member is a person with disabilities. It may include two (2) or more persons with disabilities living together, or one (1) or more persons with disabilities living with one (1) or more live-in aides. An elderly family is defined as a family whose head, spouse, or sole member is a person who is at least 62 years of age.
Medical expenses are defined as the costs of diagnosis, cure, mitigation, treatment, or prevention of disease, and the costs for treatments affecting any part or function of the body. The medical care expenses must be primarily to alleviate or prevent a physical or mental defect or illness. Medical expenses include dental expenses.

Medical expenses include the premiums you pay for insurance that covers the expenses of medical care, and the amounts you pay for transportation to get medical care. Medical

expenses also include amounts paid for qualified long-term care services and limited amounts paid for any qualified long-term care insurance contract.
Examples of allowable medical expenses include:

- Acupuncture
- Artificial limbs
- Braille books and magazines
- Chiropractor
- Crutches
- Dental treatment
- Hearing aids
- Health insurance premiums
- Home care
- Hospital services
- Laboratory fees
- Long term care
- Monthly payment on medical bills
- Prescription medicines
- Nursing home
- Optometrist
- Oxygen
- Surgery
- Therapy
- Medical expenses beneficial to general health such as vitamins
-

The HCHA will use a verification form to obtain third party verification of unreimbursed medical expenses. In the event the health care provider does not respond to the HCHA's verification request, the HCHA may review tenant-provided documents.

The HCHA will review all medical expense documents provided by the family very closely to ensure that the HCHA is accurately anticipating regular, ongoing, and anticipated expenses during the coming year. The HCHA will be careful not to include medical bills from previous years that were recently paid in full during the current year.

If the household is eligible for the medical expense deduction, the medical expenses of all family members may be counted. If a family has medical expenses and no disability assistance expenses, the allowable medical expense is that portion of total medical expenses that exceeds three percent (3%) of annual income.

The HCHA will not include expenses that are reimbursed by insurance or another third party.

When a participant's social security benefit is reduced for Medicare Insurance premiums, the HCHA will always use the full gross benefit amount in determining annual income.

6. Disability assistance expense deduction

Families are entitled to a deduction for unreimbursed medical expenses to cover care attendants and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This deduction may not exceed the earned income received by family members who are 18 years of age or older, and who are able to work because of such attendant care or auxiliary apparatus. The allowable disability assistance expense is that portion that exceeds three percent (3%) of annual income.

Examples of auxiliary apparatus items include:

- Wheelchairs
- Ramps
- Adaptations to vehicles
- Special equipment to enable a blind person to read or type
-

These items must be directly related to permitting the disabled person or other family member to work.

7. When a family is eligible for medical and disability assistance expense deductions

If an elderly family or disabled family has both medical expenses and disability assistance expenses, the HCHA will ensure that the family's portion that exceeds three percent (3%) of annual income is only applied one time. Since the allowable disability assistance expense is limited by the amount earned by the person that is enabled to work, the allowable disability expense must be calculated before the allowable medical expenses are calculated.

When disability assistance expenses exceed the amount earned by the person who was enabled to work, the allowance for the disability assistance expense is capped at the amount earned by that family member. When the family is also eligible for the medical expense deduction, the 3% is typically exhausted in the first calculation and will not be applied when calculating the allowable medical expense deduction.

When a family's disability assistance expenses are less than the three percent (3%) of annual income, the family will receive no deduction for the disability assistance expense. However, the medical expense deduction will be equal to the amount by which the sum of both disability and medical expenses exceed three percent (3%) of annual income.

8. Privacy in Verification of Medical/Health-Related Issues

Patient privacy protections part of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) require patients sign a specific authorization before a covered entity could release their medical information to a third party for purposes not related to the patients' health care. Many verification requests will therefore not be completed and returned directly to the HCHA. The HCHA will then have to rely on applicant/tenant-provided documentation and document in the case file the reason a third-party verification was not available.

Note: The HCHA is not permitted to inquire about the nature or extent of a person's disability. The HCHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the HCHA receives a verification document that provides such information, the HCHA will not place this information in the tenant file. The HCHA will destroy the document. Under no circumstances will the HCHA request a participant's medical record(s).

VI. WAITING LIST MANAGEMENT

A. Establishing and Maintaining the Waiting List

All eligible families can be placed on the community-wide family housing list.

B. Organizing the Waiting List

1. Administration

It is the policy of the HCHA to administer its waiting list as required by HUD's regulations and in accordance with the following guidelines:

(a) Each family's application will be a permanent file in hard copy and/or electronic format. Any contacts between the HCHA and the applicant will be documented in the applicant's file.

(b) The waiting list will group applicants according to bedroom size and rank them in order of:

- preference, *then by*
- date and time of eligibility determination, and *then by*
- date and time of application receipt.

(c) The entire waiting list or portions thereof may be declared closed or open to new applicants by vote of the Board of Commissioners. In making such a decision, the HCHA Board of Commissioners will consider the number of applications on the waiting list for each site, size and type of unit, the number of applicants who qualify for a preference, and the ability of the HCHA to house applicants in 12 to 24 months.

For any development/site, unit size, or unit type, if the HCHA's waiting list or a sub-list has sufficient applications to fill anticipated vacancies for the coming 30 months, the HCHA may elect to:

- close the waiting list or sub-list completely;
- close the waiting list or sub-list during certain times of the year; or
- restrict intake by preference, type of development/site, or size and type of dwelling.

When the waiting list or a sub-list is closed, the HCHA will not maintain a list of individuals who wish to be notified when the list is re-opened. The HCHA will

provide 30 calendar days public notice of all decisions to close waiting lists or sub-lists, restrict intake, or re-open waiting lists or sub-lists.

2. Updating the Waiting List

At least annually, the HCHA will update each waiting list sub-list by contacting all applicants in writing via first class mail *(iv)*.

The correspondence will instruct applicants to respond in the manner prescribed to update their information and/or indicate continued interest in the program. If the HCHA does not receive a response after 1 (one) written requests, the applicant's name will be removed from the waiting list. At the time of initial intake, the HCHA will advise families that they must notify the HCHA when their circumstances, mailing address, or phone numbers change.

An applicant's name will not be removed from the waiting list except in accordance with Section VI.E of this policy.

3. Change in Admission Preference(s)

A family's situation may change while it is waiting to be housed. An applicant who believes his/her qualifications have changed must contact the HCHA. The HCHA will recertify or re-verify the applicant's status and adjust his/her place on the waiting list. The changes will be confirmed with the family in writing.

If the HCHA cannot verify an applicant's current status at the time of certification, he/she will be returned to the appropriate spot on the waiting list. The HCHA will notify the family in writing of this determination and give the family the opportunity for an informal review.

4. Notice and Opportunity for a Review

If the HCHA rejects an applicant's claim to an admission preference, the applicant can utilize the HCHA's Grievance Procedure described in Chapter XVI.

The applicant will receive a written notice from the HCHA containing a brief statement of the reasons for the determination and the applicant's right to a review. If the applicant fails to respond in the prescribed manner and timeframe, he/she will have forfeited his/her right to a review of the determination.

The applicant will be advised that he/she may exercise other rights if the applicant believes that illegal discrimination, based on race, color, national origin, religion, age, disability, or familial status has contributed to the HCHA's decision to deny the admission preference.

C. Other Selection Factors

There are factors other than admission preferences that affect the selection of applicants from the waiting list:

When a unit becomes available, the HCHA matches the characteristics of the unit to the applicants on the waiting list. The unit size, accessibility features, or type of project may limit the admission of families to households whose characteristics "match" the available unit. By matching unit and family characteristics, families lower on the waiting list may receive an offer of housing before families with an earlier date and time of application or families with a higher admission preference.

1. Accessibility Priority

When selecting a family for a unit with accessible features, the HCHA will give priority to families that include persons with disabilities who can benefit from the unit's features. First priority is given to existing tenants seeking a transfer and second priority is given to applicant families.

If no family needing accessible features can be found for a unit with such features, the HCHA will house a family not needing the unit features. However, a non-disabled family in an accessible unit will be required to move for a family in need of the unit's features.

2. Income Targeting

Forty (40) percent of the HCHA's new admissions per year must be extremely low-income families, meaning those with incomes between 0 and 30 percent of the area median income. The HCHA will perform income targeting as needed to meet that requirement.

The HCHA shall follow the statutory requirement that at least 40 percent of newly admitted families in any fiscal year be families who annual income is at or below 30 percent of the area median income. Quarterly, the HCHA monitors the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, the HCHA will skip higher income families on the waiting list to meet the requirement for extremely low-income families.

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

D. Removing Applicants from the Waiting List

To ensure vacant units are filled in a timely manner, the HCHA needs a waiting list that is accurate.

1. Family Responsibility

Each applicant family is responsible for keeping the HCHA apprised of changes in its address, phone number, income or other circumstances. The applicant's file will be updated accordingly. All changes will be verified with the applicant in writing.

2. Reasons for Removal

No applicant shall be removed from the waiting list except for one of the following reasons:

- The applicant receives and accepts an offer of housing; *or*
- The applicant requests that his/her name be withdrawn from the waiting list; *or*
- The applicant is rejected, either because he/she is ineligible for public housing at the time of certification, or because he/she fails to meet the applicant selection criteria *(iv)*; *or*
- The HCHA attempted to contact the applicant and was unable to do so.

3. Removal Procedure

In attempting to contact an applicant, the following methods are undertaken before an application is withdrawn:

A letter is sent to the applicant by first class mail *(iv)* to the applicant's last known address, asking the applicant to contact the HCHA either by returning the update postcard or in person, bringing in proof of identity:

- When ten (10) working days have elapsed from the date when the HCHA mails the letter, if there is no response from the applicant, the applicant is removed;
- If an applicant contacts the HCHA as required within any of the deadlines stated above, he/she remains on the waiting list;
- When the HCHA is unable to contact an applicant by first class mail to schedule a meeting or interview or to make a unit offer, the HCHA shall suspend processing of that application until the applicant is either withdrawn (no contact by the applicant) or reinstated (contact by the applicant within the stated deadlines). While an application is suspended, applications next in sequence will be processed.

4. Notification of Removal

An applicant whose name is being removed will receive written notice. The notice will include the reason(s) for the removal and state the applicant's right to present mitigating circumstances or request an informal review, in accordance with the HCHA's Grievance Procedure. If the applicant fails to respond within the timeframe specified on the letter, his/her name will be removed from the waiting list.

The HCHA's system of removing applicant files from the waiting list will not violate the rights of persons with disabilities. If an applicant claims his/her failure to respond to a request for information was caused by a disability, the HCHA will verify the presence of a disability and the relevance of the disability to the applicant's failure to respond and provide a reasonable accommodation if appropriate.

Families whose applications are withdrawn or rejected must reapply for housing when the waiting list is open. Families whose applications were rejected may reapply when they have provided documented proof that the reason for denial has been corrected.

VII. TENANT SELECTION AND ASSIGNMENT PLAN

A. Occupancy Guidelines

1. Occupancy Standards

Units shall be occupied by families of the appropriate size. This policy maintains the usefulness of the units, while preserving them from excessive wear and tear or under-utilization.

Minimum and Maximum Number-of-Persons-Per-Unit Standard

No, of Bedrooms	Min Persons/Unit *(Largest Unit Size)*	Max Persons/Unit *(Smallest Unit Size)*
0BR	1	1
1BR	1	2
2BR	2	4
3BR	3	6
4BR	4	8

Guidelines

The following principles govern the size of unit for which a family will qualify.

(a) Generally, two (2) people are expected to share each bedroom, except that units will be so assigned that:

- It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom, although they may do so at the request of the family.
- Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities. The family must provide evidence of a "verified medical need" to be housed in a larger unit.
- Two children of the opposite sex will not be required to share a bedroom, Although they may do so at the request of the family.
- In determining unit size, the HCHA will consider the presence of children to be born to a pregnant woman, who are in the process of being adopted, whose custody is being obtained, who are temporarily away at school, or who are temporarily in foster care.
- A single head of household parent shall not be required to share a bedroom with his/her child, although they may do so at the request of the family.
- A live-in attendant may be assigned a bedroom. Single elderly or disabled residents with live-in attendants will be assigned one (1) or two (2) bedroom units.
- Efficiency apartments will be occupied first by persons who prefer efficiencies to one (1) bedroom units. Once applicants who prefer efficiencies have been housed, single individuals who wish to live in one (1) bedroom units (rather than efficiencies) will first be offered a one (1) bedroom unit. However, if a one (1) bedroom unit is not available, the applicant will be offered an efficiency. If the efficiency is declined, that applicant will be placed at the bottom of the waiting list and the next applicant will be offered the efficiency unit.

(b) Generally, two (2) persons per bedroom will be the standard for the smallest unit a family may be offered. Alternative occupancy standards may be established for individual housing units with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy. These occupancy levels will not discriminate on the basis of familial status.

(c) The largest unit size that a family may be offered would provide no more than one (1) bedroom per family member, taking into account family size and composition.

(d) When a family applies for housing and when the waiting list is updated, some families will qualify for more than one-unit size. These applicants will be placed on the unit size waiting sub-list of their choosing.

(e) When a family is actually offered a unit, if it no longer qualifies for the unit size where it was sub-listed, it will be moved to the appropriate sub-list, retaining preferences and date and time of eligibility, and date of time of application. This may mean that the family may have to wait longer for a unit offer.

(f) The HCHA shall change the family's waiting sub-list at any time at the family's request.

(g) If a family opts for a smaller unit size than would normally be assigned under the largest unit size standard (because, for example, the list is moving faster), the family will be required to sign a statement agreeing to occupy the unit assigned at its request until family size or circumstances change.

(h) A family may be housed in a larger unit than it qualifies for if there are no families on the waiting list for the larger size unit. The family must sign a statement that it will transfer (at the family's own expense) to the appropriate size unit when an eligible applicant family qualifies for the larger unit. The transferring family will be given a 30-day notice before being required to move.

(i) Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

B. Unit Offers

1. Nondiscrimination

In offering housing units to applicants, the HCHA will assure equal opportunity and on discrimination on grounds of race, color, sex, religion, national origin, disability or familial status.

2. Priority

When a unit becomes available, the HCHA will first match the unit to the highest-ranking applicant for a unit of that size, type, and special features (if any), taking into account any designated housing or income-targeting obligations (if applicable).

- For a unit with accessible features, the HCHA will give preference to families that include a person with disabilities who can benefit from the unit's features.
- Preferences will be a factor in most admissions by determining the order of applicant selection from the waiting list. There may be instances (e.g. a unit with accessible features is ready and no applicant in the targeted preference group needs the features) when the HCHA will make an offer to an applicant who does not qualify for a preference. If two (2) applicants need the same type and size of unit and have the same preference status, the applicant with the earlier date and time of eligibility determination will receive the earliest offer.
- Certain types of transfers will also be processed with new admissions. See Section E. of this chapter for the ratio of transfers to new admissions.

3. Notification

The HCHA will attempt to contact the family by telephone *(iv)* to offer the unit. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given two (2) business days from the date the notice was

mailed to respond. If the family does not respond within the timeframe, it will be removed from the waiting sub-list.

The family will be offered the opportunity to view the unit. After viewing the unit, the family will have one (1) business day to accept or reject the unit.

If the family accepts the unit offer, the family must pay a security deposit, of:
$100.00 for families and $50.00 for elderly families and the pro rata rent (the daily rent due through the end of the month) at the time the rental unit is leased. The HCHA and family will execute a lease. The lease will become effective no later than three (3) business days after the date of acceptance or three (3) business days after the day the unit becomes available, whichever is later. No lease will have an effective date before the unit is ready for occupancy.

The verbal offer and the family's decision must be documented in the tenant file. If the family rejects the offer of the unit, the HCHA will send the family a letter documenting the offer and rejection. A copy of this letter will be placed in the family's file.

4. Order in which Units are Offered

If more than one (1) unit of the appropriate size and type is available, the first unit to be offered will be the unit that is or will be ready for move-in first. "Ready for move-in" means the unit has no Housing Quality Standard deficiencies and is broom clean. If two units are ready for move-in on the same day, the first unit to be offered will be the unit that became vacant first.

5. Number of offers

Family housing sub-list: Applicants on the community-wide, conventional family housing waiting list will be given one (1) unit offer from two (2) different developments. If an applicant rejects both offers without good cause, as defined in Section C of this chapter, his/her file will be closed.

Elderly/disabled sub-list: Applicants on each elderly/disabled waiting list will be given one (1) offer from that development. If an applicant rejects a unit offer without good cause, his/her file will be closed.

C. Good Cause for Applicant Refusal of Unit Offer

The HCHA will maintain a record of units offered, including location, date, and circumstances of each offer, and each acceptance or refusal, including the reason for the refusal.
If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents clear evidence ("good cause") that acceptance of the offer will result in undue hardship not related to considerations of race, color, sex, religion or national origin, the applicant will not lose his/her position on the waiting list or be otherwise affected.

If good cause is verified, the refusal of the offer shall not affect the family's position on the waiting list.

If the family rejects a unit offer (for the first time in the case of conventional family housing) without good cause, the family will be removed from the waiting sub-list.

1. Examples of Good Cause

Examples of "good cause" for refusal of an offer of housing are:

- The unit is not ready for move-in at the time of the offer of housing. "Ready for move-in" means the unit has no Housing Quality Standard deficiencies and is broom clean. If an applicant refuses a unit because it is not ready for move-in, the applicant will be offered the next unit that is ready for move-in;
- Inaccessibility to source of employment, education, or job training, children's day care, or educational program for children with disabilities, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities;
- The family demonstrates that accepting the offer will place a family member's life, health or safety in jeopardy. The family must provide specific and compelling documentation such as restraining orders, other court orders, or risk assessments from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;
- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member;
- The unit has lead-based paint and the family has children under the age of seven; or
- The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.

D. Leasing Accessible Units

Before offering a vacant accessible unit to a non-disabled applicant, the HCHA will offer such units:

- First, to a current public housing resident having a disability that requires the special features of the vacant unit.
- Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

When offering an accessible/adaptable unit to a non-disabled applicant, the HCHA will require the applicant to sign a statement agreeing to move to an available non-accessible unit within 30

days when a current resident or an applicant with a disability needs the unit. This requirement is also reflected in the lease signed with the applicant.

E. Administering the Applicant and Transfer Waiting Lists

Applications for admission and transfer will be processed centrally. Initial intake, waiting list management, screening, and assigning of housing (including transfers) will be made from the HCHA Office. Offers may be made in person, in writing, or by telephone from the Office. Any tenant requesting a transfer must request it in writing through the main office at 1010 S. Pope St., Nashville, Howard County, Ark. The HCHA has five possible types of transfers: Emergency, Administrative - Category 1, Category 2 and Category 3, and Modernization transfers. The definition and priority of each transfer (in relation to admissions) is found in Chapter VII of this policy.

Tenants on the transfer list may refuse transfer offers for the "good cause" reasons cited in Section C above without losing their position on the transfer list.

Tenants who refuse a transfer offer without good cause may be removed from the transfer list.

Tenants whose transfers are mandatory and refuse are subject to lease termination. Tenants may use the HCHA Grievance Procedure if they are refused the right to transfer or if the HCHA is requiring them to transfer and they do not want to do so.

VIII. LEASING POLICIES

A. General Leasing Policy

All units must be occupied pursuant to a lease that complies with HUD's regulations. The HCHA's standard lease is attached to this policy.

The lease shall be signed by the head of household, spouse, and the Executive Director or other authorized representative of the HCHA prior to actual admission. The original signed lease will be placed in the tenant's file. The head of household will receive a copy of the lease, and a request for reasonable accommodation form. The tenant will certify that he/she received these documents and reviewed them with a HCHA representative. The certification will be placed in the tenant's file.

1. Change in Resident Status

If at any time during the term of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:

- A new lease agreement will be executed;
- A notice of rent adjustment will be executed; or
- An appropriate rider will be prepared and made a part of the existing lease.

All copies of such riders or insertions are to be dated and signed by the resident and Executive Director or other authorized representative of the HCHA.

2. Transfers

If a resident transfer from one HCHA unit to another, a new lease will be executed for the unit into which the family moves. The tenant's original security deposit will be applied to the new unit. If the security deposit for the new unit is greater than the original deposit, the family must pay the difference. If the security deposit is less, the HCHA will credit the difference to the family's account, less any move-out charges or outstanding balance. The family shall be billed for any costs attributable to the family, other than normal wear and tear, incurred by the HCHA while bringing the family's first unit into a suitable condition for re-renting.

3. Absences

Residents must advise the HCHA if they will be absent from the unit for more than seven (7) days. Residents shall notify the manager, secure the unit, and provide information as to how the HCHA may contact the resident in an emergency. Failure to advise the HCHA of an extended absence is grounds for termination of the lease. This requirement is also reflected in the lease signed with the applicant.

B. Inspections

There are six (6) types of inspections that may be done on a HCHA unit:

1. Move-in inspections

An authorized representative of the HCHA and the head of household will inspect the premises prior to signing the lease.

2. Annual and preventative maintenance inspections

To ensure every public housing unit meets the HCHA's housing standards, each unit is inspected annually. A preventative maintenance inspection is usually done simultaneously to keep the unit in good repair. A HCHA representative will check on the condition of the unit's smoke detectors, water heaters, furnaces, weatherization, automatic thermostats, and water temperatures. The HCHA will provide minor servicing as necessary during the preventative maintenance inspection to maximize the life of the unit and its equipment. Work orders will be submitted and completed to correct any identified deficiencies.

3. Housekeeping inspections

To ensure the resident family is maintaining the unit in a safe and sanitary condition, the HCHA will conduct a housekeeping inspection in the family units quarterly (every three months) and in the elderly/disabled units twice a year. However, when a family fails an

inspection, housekeeping inspections will be conducted as often as the Housekeeping Inspector deems necessary to maintain the unit in a safe and sanitary condition. If there are three (3) failed inspections in a twelve-month period, the family will be subject to eviction for not maintaining the unit in a safe and sanitary condition.

4. Move-out inspections

The HCHA inspects each unit after a vacancy to assess the unit's condition and determine responsibility for any needed repairs. This inspection becomes the basis for any claims assessed against the security deposit.
Whenever possible, after a tenant provides notice of intent to move, the HCHA will offer to schedule a pre-move-out inspection. This allows the HCHA and family to identify problems that, if left uncorrected, could lead to charges. Pre-move-out inspections help reduce tenants' costs and enable the HCHA to more quickly ready units for future occupants.

5. Emergency inspections

If any employee and/or agent of the HCHA has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice.

6. Special inspections

A special inspection may be scheduled to enable HUD or others to inspect a sample of the living units maintained by the HCHA.

Notice

For annual, housekeeping, and special inspections, the HCHA will give the tenant at least two (2) days written notice. Emergency inspections can be conducted without advance notice. The HCHA representative(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

C. Additions to the Household and Visitors

All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.

Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit. Any family seeking to add a new member must request approval in writing before the new member moves in, except for natural births to or adoptions by family members, and court-awarded custody.

1. Pre-admission Screening

The HCHA will conduct pre-admission screening of any proposed new adult member to determine whether to grant approval.

Children under the age below which juvenile justice records are made available or added through a formal custody award or kinship care arrangement are exempt from the pre-admission screening process. (The resident still needs prior permission from the HCHA to add children other than those born to, adopted by, or awarded by the court to the family.)

Examples of situations where the addition of a family or household member is subject to screening are:

- Resident plans to be married and requests to add the new spouse to the lease;
- Resident desires to add a new family member to the lease, add a live-in aide, or take in a foster child(ren) over the age for which juvenile justice records are available;
- A unit is occupied by a remaining family member(s) under age 18 (who is not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of the household.

Residents who fail to notify the HCHA of additions to the household within ten (10) calendar days or who permit persons to join the household without undergoing screening are violating the lease. Persons added without HCHA approval will be considered unauthorized occupants, and the entire household will be subject to eviction.

2. Visitors

Visitors may be permitted in a dwelling unit so long as they have no previous history of behavior on HCHA premises that would constitute a lease violation.

- Visits of less than three (3) days need not be reported to or approved by the Management.
- Visits of more than three (3) and less than fourteen (14) days are permitted, provided they are reported to and authorized by the Management within 72 hours.
- Visits of more than fourteen (14) calendar days shall be authorized only by the management with advance documentation of extenuating circumstances.
- Visitors remaining beyond fourteen (14) days without prior approval shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.

Roomers and lodgers shall not be permitted to move in with any family. Violation of this provision is ground for termination of the lease.

Residents will not be given permission to allow a former resident of the HCHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is ground for termination of the lease.

3. Family Members over 17 and Emancipated Minors

Family members over age 17 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease. The household shall report the move-out within ten (10) calendar days of its occurrence.

These individuals may not be readmitted to the unit and must apply as new applicant households for placement on the waiting list.

Medical hardship or other extenuating circumstances shall be considered by the HCHA in making determinations under this paragraph.

D. Pet Policy

Effective January 1, 2001 the Housing Authority of the County of Howard in Nashville, Ark, placed in effect a Pet Policy. In order to accommodate residents fairly and equitably, one pet policy is enforced for all properties owned and managed by the HCHA. Residents who opt to house a dog or cat will be required to pay a fee in the amount of $100.00.

1. Acceptable Pets

Only common household pets will be allowed: cats, dogs, birds, hamsters, iguanas, gerbils, Guinea pigs, rabbits, and fish. If the pet is a dog, the maximum weight cannot exceed 20 pounds at full maturity.

2. Unacceptable Pets

Any animal normally found in the wild (raccoons, skunks, squirrels etc) will not be permitted to reside in HCHA property. Also, pigeons, ferrets, snakes, spiders, chickens, ducks, birds of prey (hawks, falcons, etc.) are not allowed.

3. Rules and Regulations

Reflecting the laws of the State of Arkansas, and further mirroring and enhancing the laws of the County of Howard in Nashville, Ark, dogs are not allowed to roam freely at any time and must be properly licensed and immunized. Cats are not allowed to roam freely and must be properly immunized. Dogs and cats are required to be spayed or neutered at the proper age, with proof of all aforementioned given to the HCHA. Pet owners must prevent their pet from nuisances such as excessive barking, chirping, howling, meowing, whining or any other unruly behavior that would disturb the health, safety, comfort, or quiet enjoyment of their neighbors at all times. Animals found loose will be brought to an animal shelter at no expense to the HCHA.

4. Interior of Unit

In order to assure the safety of HCHA personnel, dogs must be contained in secure metal cages whenever an employee is expected at the unit, or whenever the head of the household is not at home. Resident pet owners are prohibited from altering their unit to accommodate a pet. Resident pet owners will prevent the animal from causing damage to the interior of the unit. Pet owners must keep their units clean, sanitary and free of pet odors and infestation of insects. Animal waste must be properly bagged and disposed of in the dumpster and/or trash bin.

5. Exterior of Unit

No dogs can be tied at either the front or rear porches or in the front or rear yards. No dog coops, cages, pens, or hutches are permitted on the property. Resident pet owners will prevent the animal from causing damage to all exterior yard areas including landscaping. Pet owners must keep their yards clean, sanitary and free of pet odors and infestation of insects. Animal waste must be cleaned immediately by the pet owner, properly bagged and disposed of in the dumpster and/or trash bin.

6. Sponsors

In the event a resident pet owner has neglected, abused, or abandoned their pet, or another emergency situation exists, the pet owner must provide the HCHA the names, addresses and telephone numbers of two (2) adult individuals who will take immediate full responsibility of the pet. If these individuals are unavailable at the time a situation becomes known, the HCHA will remove the pet or cause to have the pet removed to an animal care facility at the cost of the resident pet owner.

7. Insurance

Although not required, it is strongly recommended that pet owners obtain insurance for their own protection. The HCHA will not assume responsibility for any pet-related litigation, attorney's fees, and/or personal injury claims.

IX. TRANSFER POLICY

A. General Transfer Policy

Transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability.

Residents will not be transferred to a dwelling unit of equal size except to alleviate hardship of the resident or other undesirable conditions as determined by the Executive Director or designee.

Whenever feasible, transfers will be made within a resident's area.

Residents will receive one (1) offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers.

B. Types of Transfers

The order in which families are transferred shall be subject to the hierarchy by category set forth below.

1. Emergency Transfers

Emergency Transfers are mandatory when the HCHA determines that conditions pose an immediate threat to resident life, health or safety. Emergency transfers may be made to: permit repair of unit defects hazardous to life, health, or safety; alleviate verified disability problems of a life-threatening nature; or protect members of the household from attack by the criminal element in a particular property or neighborhood. ***(iv)***

These transfers shall take priority over new admissions.

2. Category 1 Administrative Transfers

Category 1 Administrative Transfers include mandatory transfers to: remove residents who are witnesses to crimes and may face reprisals; provide housing options to residents who are victims of hate crimes or extreme harassment; alleviate verified medical problems of a serious (but not life-threatening) nature; permit modernization or demolition of units; perform work (e.g., repair, modernization, or lead hazard reduction work) above a specified scale and duration that disturbs lead-based paint or controls lead based paint hazards; or permit a family that requires a unit with accessible features to occupy such a unit.

These transfers shall take priority over new admissions.

Transfers may be initiated by the HCHA or requested by a resident. Requests for Category 1 Administrative transfers should be made to the manager with necessary documentation to substantiate the need for such transfers.

3. Category 2 Administrative Transfers

Category 2 Administrative Transfers correct serious occupancy standards problems.

They are mandatory if a family is over or under-housed by a degree of two.

These transfers will take priority over new admissions.

If a family is over or under-housed by a degree of one (1), the family may request a transfer, but it shall be considered a Category 3 transfer.

4. Category 3 Administrative Transfers

Category 3 Administrative Transfers may be made to avoid concentration of the most economically and socially deprived families, correct occupancy standards, ***(iv)*** or address situations that interfere with peaceful enjoyment of the premises. These transfers will not take priority over new admissions. They will be processed at the rate of one transfer to four admissions.

5. Modernization Transfers

Modernization Transfers, as described in Section E of this chapter, are offered on a nondiscriminatory basis to residents with good rental histories for new or recently modernized units.

C. Processing Transfers

A transfer waiting list will be administered by the Office.
The provisions listed below are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse a transfer.

1. Resident Request for Transfer

A resident should initiate the transfer request by submitting a transfer request form to the Housing Authority office. The family may be required to provide third party verification of the need for the transfer.

Office personnel will review the request and approve or deny the request. In considering a resident-initiated transfer request, the office will respond within 30 days of receiving the request or meeting with the resident, whichever is later. If the transfer is approved, the family's name will be added to the transfer waiting list. If the transfer is denied, the

denial letter will state the basis for the determination and advise the family of its right to utilize the Grievance Procedure.

2. <u>Order of Transfers</u>

Transfers will be sorted into their appropriate categories by the Office staff. Within each category, transfer applications will be sorted by the date the file is completed (including any needed verification). Admissions will be made in the following order:

- Emergency transfers, *then*
- Category 1 Administrative transfers, *then*
- Category 2 Administrative transfers (including Modernization transfers), *then*
- Applicants, *then at a rate of four applicants to every transfer,*
- Category 3 Administrative transfers

Resident-initiated transfers will not occur if there is a pending administrative transfer.

3. <u>Category 2 Administrative Transfers</u>

Category 2 Administrative Transfers to correct occupancy standards may be recommended at the time of reexamination or interim redetermination. Residents in a Category 2 over/under-housed status will be advised in their notice of result of reexamination that a transfer is recommended and the family has been placed on the transfer list.

When a head of household, originally housed in a bedroom by him/herself, has or adopts a child, the family will not be approved for a Category 2 transfer until the child is two (2) years of age. Exceptions: spouse or partner returns to the unit, marriage takes place, or family decides to remain in the unit and the unit is large enough (using the smallest-unit standard) to accommodate the number of persons now in the household.

Split-family transfers will be processed as Category 2 administrative transfers. Families that split into two (2) "new" households may be transferred to two (2) different units or a portion of the "old" household may be transferred to a single unit, depending on family circumstances and unit availability. Such transfers will be made in a manner that minimizes the impact on vacant units.

4. <u>Offer and Acceptance of Transfer</u>

Upon offer and acceptance of a unit transfer, the family will execute all lease-up documents and pay any rent, security deposit, or other charges, as applicable, within two (2) business days of being informed the unit is ready. The family will be allowed seven (7) calendar days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time beyond the seven days (7) that they have possession of both units.

The new lease's term will coincide with the termination date of the old lease. No transfers can occur if there is a rent balance due or unpaid charges to the property. To the extent that an initial lease term still applies, it is not extended.

D. Good Record Requirement for Transfers

1. Definition

In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household and any other family members are in good standing, which means:

- The family is current on all payments due the HCHA, including those under a rent repayment agreement;
- The resident has not been sent a Late Rent Notice within the past six (6) months;
- The family is in full compliance with all lease provisions; and
- The current unit passes a housekeeping inspection.

Absent a determination of exception, the following policy applies to transfers:

- If back rent is owed, the resident will not be transferred until a payment plan is established or, if prior payment plans have failed, back rent is paid in full.
- A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

2. Exceptions

Exceptions to the good record requirements may be made for emergency transfers or when it is to the HCHA's advantage ***(iv)*** to make the transfer. The decision to use the exception to the good record requirement will be made by the Executive Director.

E. Modernization Transfers

The HCHA reserves the right to fill modernized units in a manner that has the least impact on vacant units. Modernization transfers may be offered to residents who meet the eligibility criteria and wish to move to newly renovated units. Modernization transfers are offered to residents without regard to their race, color, national origin, relation, sex, disability, or familial status.

Modernization transfers are Category 2 administrative transfers.

1. Qualifications

In order to be considered for a modernization transfer, the resident must meet the following conditions:

- The resident has been a resident in a HCHA development for at least one (1) year (six (6) months if the resident occupies a unit in the next scheduled set of buildings to be renovated).

- The resident has had no repayment agreement or unpaid balance at any time in the past six (6) months.
- The resident has a six (6) month history of full compliance with all lease provisions, including timely payment of rent and an acceptable housekeeping record.

No exceptions will be granted to the good record requirement for modernization transfers.

2. <u>Procedure</u>

All residents will be notified when renovated units become available for modernization transfers. Residents will be informed of the modernization transfer eligibility requirements and selection procedure.

Resident requests for modernization transfers should be made to the Administrative Office. Management staff will verify information provided by the resident and, if applicable, assign preference points. Applicants for modernization transfers may be required to provide verification.

The management staff will rank all eligible applicants. Residents who apply for modernization transfers will be chosen according to their rank by the above points. If the number of residents with equal points outnumbers the available units, the management staff will award modernization transfers through a lottery.

The HCHA's failure to process or recommend a Modernization transfer is subject to the Grievance Procedure.

F. Paying for Transfers

Generally, the family shall bear the cost of the transfer, including those made at the request of the family or by others on behalf of the family, to correct occupancy standards, or because action or inaction by the family caused the unit to be unsafe/uninhabitable. The responsibility for moving costs in other circumstances will be determined on a case-by-case basis.

<u>1. Transfers Requested/Required by HCHA</u>

Transfers requested or required by the HCHA , including those for temporary relocation during rehabilitation work or when action or inaction by the HCHA has caused the unit to be unsafe/uninhabitable, and all transfers for reasonable accommodations will be paid for by the HCHA.

The HCHA will provide the household with access to a licensed/bonded and insured moving company paid for by the HCHA and cover the cost of all disconnect and reconnect charges for telephone, cable television, or other utilities. Reimbursement for

disconnect and reconnect charges requires submittal of an original bill to the administrative office.

Households may choose to self-move. If they do so, the HCHA will pay an average of the cost of a move from and to the same bedroom size.

X. CONTINUED OCCUPANCY & ANNUAL REEXAMINATIONS

A. Eligibility for Continued Occupancy

Residents who meet the following criteria will be eligible for continued occupancy:

Qualify as a family as defined in Section XIV of this policy; *(iv)*

- In full compliance with the residents' obligations and responsibilities described in the lease;
- Family members aged 6 and older have Social Security numbers, or certifications indicating they have no Social Security numbers, on file with the HCHA;
- Meet HUD standards on citizenship or immigration status or are paying a pro-rated rent; and
  - In compliance with the HCHA's eight (8) hour per month community service requirement, *(v)* as described below.

B. Community Service Policy

It is the obligation of all adult residents who live within Howard County, who are not exempted to perform community service, participate in an economic self-sufficiency program or a combination of either for at least 8 hours per month. The lease specifies that it (the lease) will be renewed automatically for all purposes unless the family fails to comply with service requirement. Violation of the service requirement is grounds for non-renewal of the lease at the end of the twelve-month lease term, but not for termination during the course of the twelve-month lease term. Residents who qualify for the requirement will begin participation on the first annual renewal date of their lease after January 1, 2001. All residents will be reviewed for eligibility annually at least thirty days before the end of the twelve-month lease term.

1. <u>Exemptions</u>

Residents exempted from the program are adults who are:

- 62 years or older

[iv] ***For the purpose of continued occupancy, remaining family members qualify as a family so long as at least one of them is of legal age to execute a lease. Remaining family members can also include court-recognized emancipated minors under the age of 18.***

[v] ***Applicable to adults who are not elderly, disabled, working, or participating in qualifying educational or job training programs***

- A person with a disability as defined by the Social Security Act or the primary care taker of a person with a disability
- Engaged in work activity
- Is a member of a family receiving assistance, benefits or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 *et seq.*) or under any other welfare program of the State in which the HCHA is located, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.

All residents are responsible for informing the Housing Authority of a change in their exemption status for this program.

2. Definition of Community Service

Community service is voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident's self-sufficiency, or increase resident's self-sufficiency in the community. In implementing the service requirement, HCHA may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by HCHA employees or replace any job at any location where residents perform activities to satisfy the requirement.

3. Approval and Verification

At the initiation of a resident's service, a Service Verification Form must be completed which collects data on the place of service. This form will be returned to the Administration office for approval. If a proposed community service activity is not found to meet the above requirements, the resident will be referred to Resident Services for assistance in obtaining a qualifying placement. Residents, who do not pre-approve their placement, risk completing service that does not fulfill the requirement and jeopardizes their ability to meet the terms of the lease.

At least thirty days before the end of the twelve-month term of a lease, eligible residents are required to produce documentation of their service. Verification will consist of a signed letter from the location where the service was performed, that states the place at which the service occurred, the start date of service, the total number of hours of service, and the contact person's name, phone number, and address. The Housing Authority reserves the right to verify the information being presented by contacting the contact person.

4. Violation of Requirement

If the Housing Authority determines there is a resident who is required to fulfill the service requirement, but who has violated his obligation, HCHA will notify residents of this determination. The notice must briefly describe the noncompliance, inform residents

of their right to a grievance hearing, and state that the HCHA will not renew the lease at the end of the twelve-month lease term unless the resident meets one of the following requirements:

- The resident and any other noncompliant residents enter into a written agreement with HCHA to cure such noncompliance.
- The resident shows satisfactory evidence to HCHA that the noncompliant resident no longer resides in the unit.

If a resident has violated the service requirement, HCHA may not renew the lease upon expiration of the terms unless a written agreement to cure such non-compliance is established or all other family members who are subject to mandatory service are compliant and non-compliant family members no longer reside in the unit.

C. Remaining Family Members and Prior Debt

Remaining family members aged 18 years or older will be held responsible for arrearages incurred by the former head or spouse. The HCHA will not hold remaining family members (other than the head or spouse) responsible for any portion of the arrearage incurred before the remaining member reached age 18. Remaining family members under age 18 shall not be held responsible for the rent arrearages incurred by the former head of household.

D. Reexaminations

1. Regular Reexaminations

The HCHA shall, at least once a year, reexamine the composition and income of every resident family to determine the family's rent and ensure compliance with the occupancy guidelines. Families paying flat rents shall have their incomes reexamined once every three years.

When a family qualifies for an earned income disallowance, as described in Section XIII.A.2(m), the date for its next regular reexamination shall be permanently adjusted to 12 months from the date the income disallowance began.

2. Special Reexaminations

When it is not possible to estimate family income accurately, a temporary determination will be made with respect to income. Special reexaminations will be scheduled every 90 days until a reasonably accurate estimate of income can be made.

A special reexamination shall also be conducted when a change in the head of household requires a remaining family member to take on the responsibilities of a leaseholder.

3. Zero-Income Families:

Unless the family has income that is excluded for rent computation, families reporting zero (0) income will have their circumstances examined every 90 days until they have a stable income. Monetary or non-monetary contributions from persons not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses shall be considered income.

4. Notification

The HCHA will notify the family in writing of their scheduled reexamination interview.

The HCHA will also provide forms for the family to complete in preparation.

Families who need to reschedule the interview may do so in advance. Families who need to make alternate arrangements due to a disability should contact staff to request an accommodation.

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise the resident of his/her new reexamination interview and allow for the same rescheduling and accommodation considerations as described above. Failure by the family to attend the second scheduled interview will result in the HCHA taking eviction action against the family.

5. Reexamination Procedure

At the time of reexamination, all adult members of the household will be required to sign an application for continued occupancy and other forms required by HUD.

Income, allowances, Social Security numbers, and such other data as deemed necessary will be verified. All verified findings will be filed in the resident's folder.

A credit check may be run and a current IRS form may be viewed on each family at recertification to help detect any unreported income, family members not reported on the lease, etc. A criminal background check may be run on all family members 18 or over.

Verified information will be analyzed and a determination made with respect to:

- Eligibility of the resident as a family or as the remaining member of a family;
- Unit size required for the family (using the Occupancy Guidelines); and
- Rent the family should pay.

Residents with a history of employment whose reexamination occurs when they are not employed will have income anticipated based on past and anticipated employment.

Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of their employment including start and end dates.
Income shall be computed in accordance with the definitions and procedures set forth in Federal regulations and this policy.

6. Action following Reexamination

Change in rent: If there is any change in rent, the lease will be amended, a new lease will be executed, or a notice of rent adjustment will be issued. The new rent will be effective on the family's annual anniversary date, with 30 days notice of any rent increase.

Delay in determination of rent: If the determination of the tenant's rent is delayed due to a reason beyond the family's control, any rent increase will be effective the first day of the month after the month in which the family receives a 30-day notice of the change. Any rent reduction will be effective as scheduled on the anniversary date.

If the determination of the tenant's rent is delayed due to a reason within the family's control (a determination which is subject to the grievance procedure), any rent increase will be effective on the anniversary date. Any rent reduction will be effective the first of the month after the change is determined.

Change in unit size: If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described in this policy and moved to an appropriate unit when one becomes available.

XI. INTERIM RENT ADJUSTMENTS

A. Adjusting Rent between Regular Reexaminations

Residents are required to report all changes in family composition or status and family income to the administrative office within ten (10) calendar days of the occurrence. Failure to report within the ten (10) calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, residents must report income decreases promptly.

1. Decrease in Income

Residents must report a decrease in income for any reason. When a decrease in income is reported, and the HCHA receives confirmation that the decrease will last less than 30 days, an interim adjustment will not be processed. Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment. ***(vi)***

[vi] If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.

If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.

Residents granted a reduction in rent under these provisions will be required to report for special reexaminations at intervals determined by the Housing Authority. Reporting is required until income increases or it is time for the next regularly scheduled reexamination, whichever occurs first.

2. Increase in Income

Residents must report increases in income for any reason. The HCHA will process interim rent increases as follows:

(a) *Increase in earned income from the employment of a current household member:* The HCHA will, if the individual is eligible for an Earned Income Disallowance, grant the disallowance.

(b) *Increase in income following the granting of an interim rent decrease:* The HCHA will process an interim rent increase for income increases that follow interim rent reductions.

(c) *Increase in unearned income (e.g., COLA adjustment for social security):* In cases of Social Security and SSI income, the HCHA will process at the next regularly scheduled re-examination. In cases of welfare income, the increase should be reported within 10 days of the change, and the HCHA will process an interim rent increase.

(d) *Person with income (from any source) joins the household:* The HCHA will process an interim rent increase.

(e) *Resident has misrepresented or failed to report facts upon which rent is based, so the rent the resident is paying is less than it should have been:* The HCHA will process an interim increase and apply any increase in rent retroactive to the month following the month in which the misrepresentation occurred.

3. Verification

Complete verification of the circumstances applicable to rent adjustments must be documented and approved by the Executive Director or his/her designee.

B. Effective Date of Adjustments

Residents will be notified in writing of any rent adjustment including the effective date of the adjustment.

1. Rent Decreases

Rent decreases go into effect the first day of the month following the reported change. Income decreases reported or verified after the tenant accounting cut-off date will be effective the first day of the second month with a credit retroactive to the first month.

2. Rent Increases

Rent increases (except those due to misrepresentation) require 30 days notice and become effective the first day of the second month following the notice.

C. Changes in Rent due to discovery in an EIV/UIV discrepancy report:

HCHA is required to monitor the EIV discrepancy report in the EIV system. As a result of this report's existence, discrepancies, which are differences between the income reported via the 50058 and the actual income reported by the employer, may exist. The tenant will be notified of any discrepancy that appears in this report and will be given the opportunity to contest the discrepancy. Upon contesting the discrepancy, HCHA will send written third-party verification to the employer of record, to verify the amount. If the written third-party verification comes back confirming the discrepancy and the tenant still disputes the amounts, the tenant will be given the name and address of the employer to get the matter rectified.

XII. LEASE TERMINATIONS

A. General Policy

No resident's lease shall be terminated except in compliance with HUD regulations and the lease terms.

1. Termination by Tenant

The tenant may terminate the lease at any time upon submitting a 5-day written notice.

2. Termination by HCHA

(a) *Violation of lease:* The HCHA will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to:

- Nonpayment of rent or other charges;
- A history of late rental payments;
- Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- Failure to allow inspection of the unit;
- Failure to maintain the unit in a safe and sanitary manner;
- Assignment or subletting of the premises;
- Use of the premises for purposes other than as a dwelling unit (other than for HCHA approved resident businesses);
- Destruction of property;
- Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;

- Any criminal activity on the property or drug-related criminal activity on or off the premises by a tenant, member of tenant's household, guest, or other person under tenant's control. This includes but is not limited to the manufacture of methamphetamine on the premises of the HCHA.
- Non-compliance with noncitizen rule requirements;
- Permitting persons not on the lease to reside in the unit more than 14 consecutive days each year without the prior written approval of the HCHA; and
- Other good cause.
- An incident or incidents or actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.
- The HCHA may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without terminating the assistance or evicting victimized lawful occupants.
- The HCHA may honor court orders regarding the rights of access or control of the property, including EPO's, DVO's, and other orders issued to protect the victim and is used to address the distribution or possession or property among household members where the family "breaks up."
- There is no limitation on the ability of the HCHA to evict for other good cause unrelated to the incident or incidents of domestic violence, dating violence or stalking, other than the victim may not be subject to a "more demanding standard" than non-victims.
- There is no prohibition on the HCHA evicting if it "can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's (victim's) tenancy is not terminated."
- Any protections provided by law, which give greater protection to the victim, are not superseded by these provisions.
- The HCHA may require certification by the victim of victim status on such forms as the HCHA and/or HUD shall prescribe or approve.
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(b) *Sex offender:* The HCHA will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a state sex offender registration program.

(c) *Abandonment:* The HCHA will terminate the lease for a unit that has been abandoned. A unit is considered to be abandoned when the tenant is in arrears in rent by at least fifteen (15) days and has clearly indicated by words or actions an intention not to continue living in the unit (e.g., the tenant has removed substantially all of his or her belongings from the unit, or the tenant no longer has the utilities turned on in his/her name).

Once the unit has been determined to be abandoned, the HCHA will send a certified letter to the tenant's last known address. Unless the tenant responds within seven (7) days, a HCHA representative will enter the unit and remove any abandoned property.

B. Notice Requirements

No resident shall be given a notice of lease termination without receiving in writing the reason for the termination. The resident shall be informed of his/her right to request a hearing in accordance with the Grievance Procedure and be given the opportunity to make such a request. Lease terminations for certain actions are not eligible for the Grievance Procedure, specifically: any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or HCHA employees and any drug-related criminal activity on or off the premises, and any criminal activity that resulted in felony conviction of a household member. Notices of lease termination may be sent by certified mail, served personally or posted on the apartment door. The notice shall include a statement describing the right of a resident with a disability to meet with the Executive Director to determine whether a reasonable accommodation could eliminate the need for the lease termination.

Residents who are given a notice of lease termination will be given:

- 14 days to move in the case of failure to pay rent or other charges;
- A reasonable period of time (to be decided by the Executive Director) considering the seriousness of the situation (not to exceed 30 days) if the health or safety of other residents, PHA employees, or persons residing in the immediate vicinity of the premises is threatened, or if any member of the household has engaged in any drug-related criminal activity or violent criminal activity, or if any member of the household has been convicted of a felony;
- 30 days in any other case, except that if a State or local law allows a shorter notice period, such shorter period shall apply.

C. Recordkeeping Requirements

A written record of every termination and/or eviction shall be maintained by the HCHA. The record shall contain the following information:

- Name of resident, race and ethnicity, number and identification of unit occupied;
- Date of the notice of lease termination and any other state or local notices required, which may be on the same form and run concurrently;
- Specific reason(s) for the notice(s), including identification of the violated lease section and a detailed description of any other facts pertinent to the issuing of the notice(s);
- Date and method of notifying the resident; and
- Summaries of any conferences held with the resident including the date(s), names of conference participants, and conclusions.

D. Return of Security Deposit

The tenant must leave the rental unit in the same condition as when he/she moved in, aside from normal wear and tear. Within thirty (30) days of the tenant's moving out, the HCHA will return the security deposit or provide a written statement detailing why all or part of the deposit is being kept. The HCHA will be considered in compliance with this obligation if the required payment, statement, or both (as applicable) are deposited in the U.S. mail with first class postage paid within the thirty (30) days.

Security deposits will not be used to cover normal wear and tear or damage that existed when the family moved in. State law does not require the payment of interest on security deposits.

XIII. UTILITIES

The HCHA pays the cost of certain utilities on behalf of residents. The particular utilities paid for by the HCHA vary by site/development. At some HCHA developments, residents pay the cost of certain utilities directly to the supplier. At these properties, resident rents are reduced by a utility allowance developed by the HCHA in consultation with the utility supplier and reviewed by HUD.

A. Resident-Paid Utilities

The following requirements apply to residents living in developments with resident-paid utilities:

- Each resident will receive a monthly utility allowance that reflects the cost of reasonable utility usage for the size and type of unit occupied. The resident's Total Tenant Payment will be reduced by the amount of the utility allowance, in accordance with 24 CFR Part 965.
- When a resident's Total Tenant Payment is less than the utility allowance, the HCHA will pay a utility reimbursement equal to the difference between one (1) month's total tenant payment and the utility allowance. The utility reimbursement is paid to the resident.
- When the utility supplier offers a "budget" payment plan, it shall be suggested to the resident to use this plan as it protects the resident from seasonal fluctuations in utility bills and ensures adequate heat in the winter.
- An applicant will not be admitted to the HCHA's scattered site housing if the applicant is unable to get utilities connected because of a previous balance owed the utility company at a prior address.
- Paying the utility bill is the resident's obligation under the Authority's lease. Failure to pay utilities is grounds for lease termination and eviction.
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B. Excess Utility Charges

Utility allowances are estimates of reasonable utility consumption, reflecting the size and type of units and actual equipment provided by the HCHA. For HCHA-paid utilities, residents will be charged for consumption in excess of the utility allowance.

1. Residents with Disabilities

A resident with a disability may be entitled to higher-than-normal utility allowances or may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability.

C. Minimum Heating Standards

The PHA will use the following minimum heating requirements for its dwelling units in order to comply with Section 111 of the Housing Opportunity Through Modernization Act of 2016 (HOTMA):

1. Minimum Temperature:

a. If PHA-controlled, the minimum temperature in each unit must be at least 68 degrees Fahrenheit.

b. If tenant-controlled, then the heating equipment must have the capability of heating to at least 68 degrees Fahrenheit.

2. Minimum Temperature Capability:

a. PHA is allowed flexibility in maintenance of the indoor temperature when the outdoor temperature approaches the design day temperature. Design day temperature refers to the lowest expected outdoor temperature that a heating system was designed to accommodate and still maintain the desired indoor temperature. At no point should indoor temperatures in occupied space drop below 55 degrees Fahrenheit. This flexibility applies when at lease one of the below criteria are met:

(i) The outside temperature reaches or drops below the design day temperature, or

(ii) The outside temperature is within five degrees Fahrenheit of the design day temperature for more than two continuous days.

3. Measurement:

a. Temperature measurements must be taken three feet above the floor and two feet from an exterior wall in a habitable room.

XIV. FLAT RENTS, MINIMUM RENT, PRORATED RENT, & REPAYMENT AGREEMENTS

A. Rent and Charges

Rent and charges are due and payable on the first day of each month.

Rent should be paid at the administrative office. A reasonable accommodation can be made regarding this requirement for a person with a disability.

If the rent is not paid by the fifth of the month, it is considered to be late. If rent is not paid by the tenth of the month, a $20 late charge is assessed to the tenant. If the rent is not paid by the fifteenth, a "Notice of Termination and Demand for Possession" (eviction notice) will be issued and the family will be given fourteen (14) days to vacate the premises. If the tenant fails to comply with this notice, a court action may follow.

If a personal check is returned for insufficient funds, this shall be considered a nonpayment of rent. The resident will incur the late charge plus an additional charge of $15 for processing costs and may be required to pay rent with a money order.

B. Flat Rents

1. <u>Family Choice</u>

Once each year, at the annual recertification, all residents are offered the choice of paying an income-based rent or the flat rent. The flat rent will be based on the actual market value of the housing unit.

2. <u>Setting Flat Rents</u>

The Housing Authority of the County of Howard will set the flat rental amount for each public housing unit, per the Fiscal Year 2015 Appropriation Act, that complies with the requirement that all flat rents be set at no less than 80 percent of:

A. The applicable fair market rental established under section 8(c) of this Act; or

B. At the discretion of the Secretary, such other applicable fair market rental established by the Secretary that the Secretary determines more accurately reflects local market conditions and is based on an applicable market area that is geographically smaller than the applicable market area used for purposes of the applicable fair market rental under section 8(c).

The PHA may apply for an exception waiver allowing for a flat rental amount for a property that is lower than the amount outlined in A. or B. above. The Secretary may grant such an exception if HUD determines that the fair market for the applicable market area does not reflect the market value of the property and the proposed lower flat rental amount is based on a market analysis of the applicable market. In order to request an exception waiver, the PHA must demonstrate the need for an exception flat rent and are required to submit a market analysis methodology that demonstrates the value for the unit. The PHA will compare the public housing unit to unassisted units in the area using the following factors: (a) location, quality, size, unit type, age of the unit, and (b) amenities, housing services, maintenance, and utilities the PHA will provide under the lease. This determination shall be performed in a documented, reasonable, and consistent manner, and to the extent possible, rent valuation shall be based on rents paid for similar

units in the same general location that are also generally similar in terms of the overall quality of the housing services provided. To request an exception flat rent, the PHA will send an e-mail to flatrentexceptionrequests@HUD.gov with the following information attached: (a) the address, including unit number(s) of the unit or property for which the exception flat rent is being requested; (b) the market analysis; and (c) the proposed flat rent schedule. The PHA must receive written HUD approval to utilize an exception flat rent prior to implementing the exception flat rent. If this method is utilized, the PHA must conduct a new market analysis, and obtain HUD approval, annually.

The PHA may use a HUD-established FMR that is based on an area geographically smaller than the effective FMR published in the Federal Register. To satisfy this option, the PHA may use the applicable "Small Area Fair Market Rent" (SAFMR), which HUD will publish annually on its website (available at: http://www.huduser.org/portal/datasets/fmr/smallarea/index.html).

For some areas for which HUD does not publish a SAMFR, HUD will permit the PHA to use the unadjusted rent, which HUD will publish annually on its website. The unadjusted rent is the FMR estimated directly from the American Community Survey (ACS) source data that HUD uses to calculate FMR's before HUD applies its state non-metropolitan minimum rent policy. However, the PHA is not permitted to establish smaller geographical FMRs, different from these options. For areas where HUD has not determined a SAFMR or an unadjusted rent, the PHA must set rents at no less than 80 percent of the FMR, or apply for an exception flat rent.

The HCHA shall review the Rent Reasonableness Schedule annually and update the flat rent policies in this Admissions & Continued Occupancy Policy as necessary. This review will be completed no later than 90 days after the issuance of new FMRs or SAFMRs by HUD, and the flat rents adjusted as needed. At this time, the PHA will compare the current flat rent amount to the applicable FMR or SAFMR/unadjusted rent, and if the flat rent is at least 80 percent of the lower of the FMR or SAFMR/unadjusted rent, no further steps are necessary; if the flat rent is less than 80 percent of the lower of the FMR and SAFMR, the PHA will set the flat rent at no less than 80 percent of the lower of the FMR or SAFMR/unadjusted rent, subject to the utility adjustment, or the PHA may request an exception flat rent.

At all new admissions, the PHA will permit the family to choose between the flat rent amount and the income-based rent.

Adjustments are applied on the anniversary date for each flat-rent family (rather than when the Flat Rent Schedule is adjusted). If the flat rent change creates a rental increase of more than 35%, the increase will be phased in annually in such a way that the increase is no more than 35% annually. Any increase in a family's rental payment that exceeds the 35 percent, and is a result of changes to the flat rental amount as follows:

- Multiply the existing flat rental payment by 1.35 and compare that to the updated flat rental amount;
- The PHA will present two rent options to the family as follows:

1. The lower of the product of the calculation and the updated flat Rental amount; and
2. The income-based rent.

All affected families will be given a 30-day notice of any rent change.

3. Recertification of Income

The HCHA shall recertify the income of families paying flat rents every three year, rather than annually. However, the HCHA must conduct annual reexaminations of family composition, community service, and other criteria related to continued occupancy. In addition, the PHA will offer the updated flat rent amount at this time and permit the family to choose between the flat rent amount and the income-based rent.

4. FMR and Utility Reimbursements

If the family chooses to pay a flat rent, the HCHA will adjust the flat rent amount downward, using the applicable utility allowance that is deducted from the TTP when using the income-based rent calculation for that particular rental unit.

5. Hardship

A family paying the flat rent may at any time request a switch to income-based rents if the family is unable to pay the flat rent due to a financial hardship, as defined in Section C.1 of this chapter. The HCHA will verify the existence and nature of the hardship. A family may utilize the Grievance Procedure to appeal a HCHA hardship determination.

C. Minimum Rent

The HCHA has set a minimum rent of $50.

1. Hardship Exemptions

If the family requests a hardship exemption, the HCHA will immediately suspend the minimum rent for the family until the existence and nature of the hardship can be verified.

A hardship exists in the following circumstances:

- The family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program; or
- The family would be evicted as a result of the imposition of the minimum rent requirement; or
- The family's income has decreased due to changed circumstances, including the loss of employment; or
- The family's expenses for medical costs, childcare, transportation, education, or similar items have increased due to changed circumstances; or

- A death has occurred in the family.

If the HCHA determines there is no qualifying hardship, the minimum rent will be reinstated. The family will be required to pay minimum rent back-payments for the time of suspension.

If the HCHA determines there is a qualifying hardship of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of this 90-day period, the minimum rent will be imposed retroactively to the time of suspension, and the HCHA will offer a repayment agreement for the rent owed. During the suspension period, the HCHA will not evict the family for nonpayment of the rent owed for the suspension period.

If the HCHA determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

A family may utilize the Grievance Procedure to appeal a HCHA hardship determination. No escrow deposit will be required in order to do so.

D. Rent under the Noncitizen Rule

Mixed families, or families containing members with both citizenship/eligible immigrant status members and ineligible noncitizen members, may be eligible for one of three (3) types of assistance:

1. <u>Continued Assistance</u>

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

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

2. <u>Temporary deferral of termination of assistance</u>

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no members with eligible immigration status, the family may be eligible for temporary deferral of termination of assistance to provide the family additional time for the orderly transition of some or all of its members to other affordable housing.

Suitable housing means housing that is not substandard, is of appropriate size for the family, and can be rented for an amount not exceeding the amount that the family pays for rent, including utilities, plus 25 percent.

Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. The HCHA will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable housing, the HCHA will provide additional search periods up to the maximum time allowable.
A family who is eligible for and receives temporary deferral of termination of assistance may request proration of assistance at the end of the deferral period if the family has made a good faith effort during the deferral period to locate other affordable housing.

3. <u>Prorated Assistance</u>

A mixed family who is not receiving continued assistance or who is not eligible for or does not request temporary deferral of termination of assistance may request prorated assistance. The HCHA shall prorate the family's assistance in the following manner:

(a) Determine the family's Total Tenant Payment. (For the purposes of this determination, annual income includes the income of all family members, including any family member who has not established eligible immigration status.)

(b) Subtract the Total Tenant Payment from the maximum rent. The maximum rent is determined using the 95th percentile rent for the HCHA.) The result is the maximum subsidy for which the family could qualify if all members were eligible.

(c) Divide the family maximum subsidy by the number of family members. This determines the maximum subsidy per eligible family member

(d) Multiply the maximum subsidy per family member by the number of family members who have citizenship or eligible immigration status. This yields the prorated maximum subsidy for which the family is eligible.

(e) Subtract the prorated subsidy from the maximum rent to find the prorated Total Tenant Payment. Subtract the full utility allowance from the prorated Total Tenant Payment to obtain the prorated tenant rent.

E. Repayment Agreements

A resident who owes back charges and is unable to pay the balance by the due date may request to enter into a repayment agreement.

The HCHA has the sole discretion of whether to accept such a request. Repayment agreements assure that the full balance is paid within a period not to exceed twelve (12) months, with

exceptions for good cause provided at the discretion of the HCHA. All repayment agreements must be made in writing and signed by both parties. A resident who fails to comply with the repayment agreement terms is subject to eviction procedures.

Repayment agreements will be put in place for minimum rent tenants who have had their rent abated for a temporary period.

F. Acceptable variance in income without written third party verification:

If the income amount validated/verified does not vary by $200 a month or more the HCHA will calculate the rent based on the higher number but accept the verification/validation without proceeding to the next level of verification. If the amount varies by more than $200 a month the PHA will be required to obtain written third-party verification from the source in order to calculate rent.

XV. DETERMINING INCOME AND RENT

A. Annual Income

Annual income is the anticipated total income from all sources, including net income derived from assets and/or received by the family head, spouse (even if temporarily absent), and each additional family member; including all net income from assets for the twelve (12) month period following the effective date of initial determination or reexamination of income; and exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal statute.

1. <u>Inclusions</u>

Annual income includes but is not limited to:

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

(b) The net income from 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 Internal Revenue Service (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;

(c) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight-line depreciation of real or personal property, as provided in IRS regulations, is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.

If the Family has Net Family 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 HUD;

(d) The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts [See 2(n) below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.];

(e) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (See paragraph 2(c) below concerning treatment of lump-sum additions as Family assets.);
All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member. ***(vii)***

(f) Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and

(g) All regular pay, special pay, and allowances of a family member in the Armed Forces. (See paragraph 2(g) of this chapter concerning pay for exposure to hostile fire.)

2. <u>Exclusions</u>

Annual Income does not include the following:

(a) Income from the employment of children (including foster children) under the age of 18 years

(b) Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone)

(c) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal property losses (but see 1(d) and 1(e) of this chapter if the payments are or will be periodic in nature)
(See Section 2(n) of this chapter for treatment of delayed or deferred periodic payments of Social Security or Supplemental Security Income benefits.)

(d) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member

(e) Income of a live-in aide, as defined in Chapter XVIII

[vii] ***If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act off fraud.***

If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.

(f) The full amount of student financial assistance paid directly to the student or the educational institution

(g) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire

(h) Certain amounts received that are related to participation in the following programs:

- Amounts received under HUD-funded training programs;
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred to allow participation in a specific program (e.g. special equipment, clothing, transportation, child care, etc.);
- A resident services stipend. A resident services stipend is a modest amount (not to exceed $200/month) received by a public housing resident for performing a service for the HCHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; and
- Incremental earnings and/or benefits resulting to any family member from participation in qualifying state of 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 the period during which the family member participates in the employee training program.

(i) Temporary, non-recurring, or sporadic income (including gifts)

(j) Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era

(k) Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of the household and spouse)

(l) Adoption assistance payments in excess of $480 per adopted child

(m) Earned Income Disallowance:

In accordance with 24 CFR § 960.255, the HCHA will exclude certain incremental earnings and benefits for a limited period of time. This Earned Income Disallowance encourages resident self-sufficiency by rewarding certain residents who go to work or have increased earnings.

(i) *Qualification:* A qualified family is defined as a family residing in public housing whose annual income increases as a result of :

- employment of a family member who was unemployed for one (1) or more years previous to employment; or
  - *Previously unemployed* includes a person who has earned, in the twelve months previous to employment,

no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

- o increased earnings by a family member during participation in any economic self sufficiency or other job training program; or
- o new employment or increased earnings of a family member during or within six (6) months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the HCHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance—provided that the total amount over a six-month period is at least $500.

(ii) *Disallowance in increase of annual income:*

- o *Initial twelve-month exclusion.* During the cumulative twelve month period beginning on the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the HCHA will exclude from annual income of a qualified family any increase in income of the family member as a result of employment over prior income of that family member.
- o *Second twelve-month exclusion and phase-in.* During the second cumulative twelve month period after the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the HCHA must exclude from annual income of a qualified family fifty percent of any increase in income of such family member as a result of employment over income of that family member prior to the beginning of such employment.

(iii) *Maximum four-year disallowance.* The disallowance of increased income of an individual family member as provided above is limited to a lifetime 48-month period.

(iv) *Inapplicability to admission.* The disallowance of increases in income as a result of employment under this section does not apply for purposes of admission to the program (including the determination of income eligibility and income targeting).

(n) Deferred periodic payments of supplemental security income and Social Security benefits that are received in a lump sum payment or prospective monthly amounts

(o) 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

(p) 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

(q) 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 include assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

The following are benefits excluded by other Federal Statute:

- The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 [7 USC 2017 (h)]
- Payments to volunteers under the Domestic Volunteer Service Act of 1973 [42 USC 5044 (g), 5088], to include:
    - 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).
- Payments received under the Alaska Native Claims Settlement Act [43 USC.1626 (a)]
- Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 USC. 459e)
- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program [42 USC 8624 (f)]
- Payments received under programs funded in whole or in part under the Job Training Partnership Act [29 USC 1552 (b)]
- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 State 2503-04)
- The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior (25 USC 117b, 1407)
- 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 programs (20 USC 1087 uu)
- 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

- Payments received from programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)]
- 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
- 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
- Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 94 Stat. 1785)
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 USC 9858q)
- Earned income tax credit refund payments received on or after January 1, 1991 [26 USC 32 (j)]
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation
- Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990
-

3. <u>Anticipating Annual Income</u>

If it is not feasible to anticipate income for a twelve (12) month period, the HCHA may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period.

B. Adjusted Income

Adjusted Income, the income upon which rent is based, means Annual Income (as defined above) less the following deductions and exemptions:

(a) $480 for each dependent;
(b) $400 for any elderly family or disabled family;
(c) For a family that is not an elderly or disabled family but has a member who is a person with a disability, the HCHA shall deduct disability assistance expenses in excess of three percent (3%) of the family's annual income. This allowance may not exceed the employment income received by adult family members as a result of the assistance to the person with a disability;

(d) For an elderly or disabled family that has no disability assistance expenses, the HCHA will deduct medical expenses equal to the amount by which the family's medical expenses exceed three percent (3%) of annual income;

(e) For an elderly or disabled family member that has disability assistance expenses greater than or equal to three percent (3%) of annual income, the HCHA shall deduct disability assistance expenses in excess of three percent (3%) of annual income (not to exceed the employment income received by adult family members as a result of the assistance to the person with a disability), as well as an allowance for medical expenses that equal the family's medical expenses;

(f) For an elderly or disabled family that has disability assistance expenses that are less than three percent (3%) of annual income, the HCHA will deduct the combined disability assistance expenses and medical expenses less three percent (3%) of annual income;

(g) Child care expenses. A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed:

- the amount of income earned by the family member released to work; or an amount determined to be reasonable by HCHA when the expense is incurred to permit education or to seek employment;

(h) Court-ordered child support payments for any child not living in the household, up to a maximum of $480 per year/per child (with proof of payment record);

(i) Any portion of earned income that a household pays to obtain medical insurance.

C. Computing Rent

The first step in computing rent is to determine each family's Total Tenant Payment. Then, if the family is occupying a unit that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment. The result of this computation, if a positive number, is the Tenant Rent. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement, which may be paid to the tenant or directly to the utility company by the HCHA.

1. <u>Determination of Total Tenant Payment</u>

Total Tenant Payment is the highest of:

- 30% of adjusted monthly income; or
- 10% of monthly income; but never less than the
- Minimum Rent; and never more than the
- Flat Rent, if chosen by the family

2. <u>Determination of Tenant Rent</u>

Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the Total Tenant Payment. In developments where the HCHA pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment.

3. <u>Minimum Rent</u>

The Minimum Rent shall be $50 per month, but a hardship exemption shall be granted to residents who can document that they are unable to pay the $50. (See Chapter XII.)

4. Family Choice

At initial certification and at each subsequent annual reexamination the resident shall be offered a choice of paying either the income-based rent or the flat rent applicable to the unit they will be occupying. (See Section XIV.B of this policy.)

5. Earned Income Deduction

In the cause of a family who has qualified for the income exclusion at Section XV.A.2(m), upon the expiration of the initial twelve (12) month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the twelve (12) month period following the twelve (12) month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received.

D. OVER INCOME:

Over-Income Families.

If there are vacant units and there is no one on the waiting list, the PHA may continue to lease to non-assisted over income families whose annual income exceeds the **applicable low income limit** at the time of initial occupancy. **(See the example below)**

1. the PHA will advertise the availability of the unit for thirty (30) days in the local newspaper

2. a family wanting to lease the unit may do so on a month to month basis until an eligible family applies.

3. if an over-income family becomes available to fill the unit before the advertising period is up, the PHA will move the family into the unit immediately.

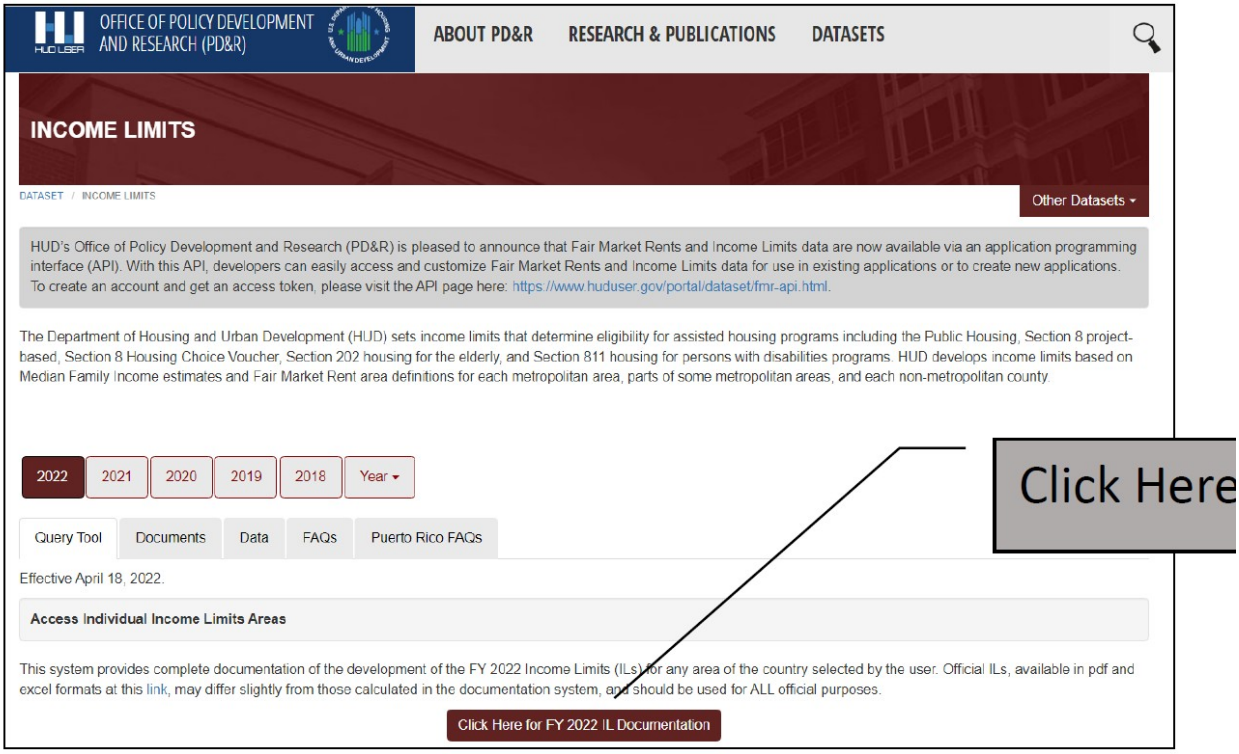
4. A market rate rent will be charged for the unit.

5. When an eligible family becomes available, the over-income family will be given thirty (30) day notice to vacate.

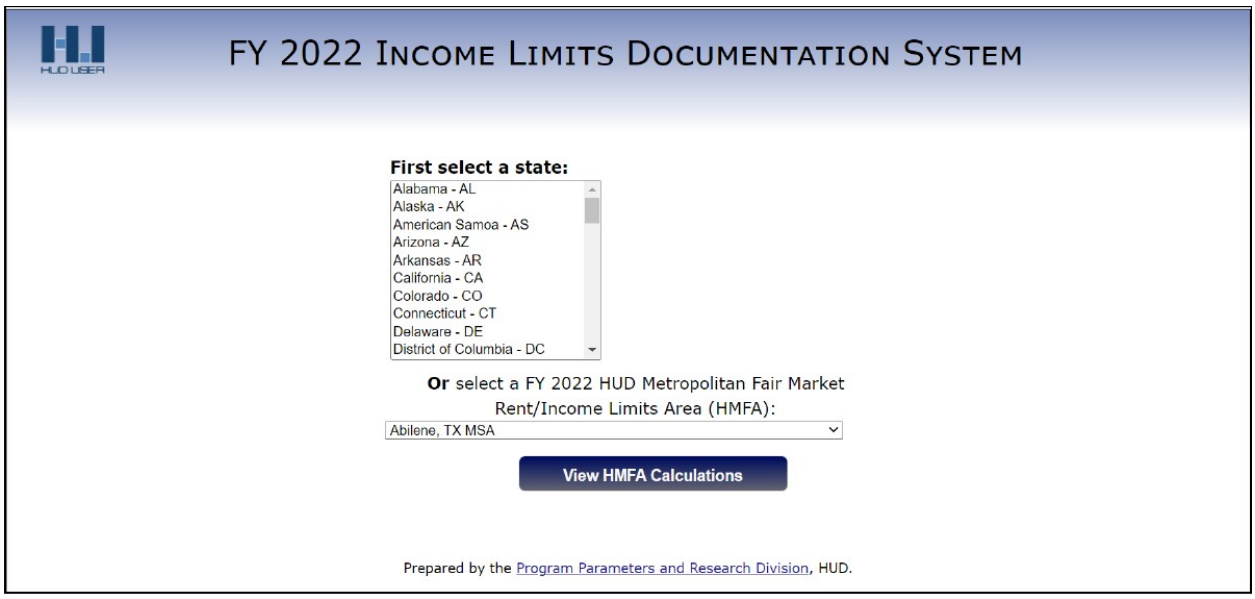
To determine the income limits for any family (even in PHAs that have under 250 units, the PHA must annually determine the Over Income Limits, adopt those limits and post those limits at the PHA and at the end of this chapter. To determine the Annual income limits a PHA of any size is required to obtain them from https://www.huduser.gov/portal/datasets/il.html. Select the appropriate year and then click where it says click here at the bottom of the page as illustrated in the graphic on the next page.

For example:

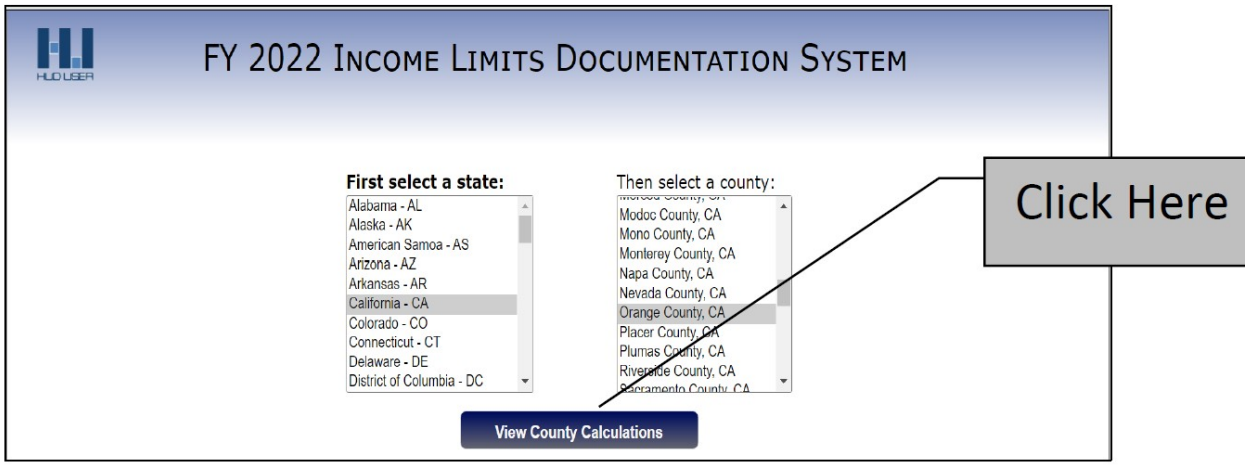
A family of 4 wants to move in, the VLI is $67,500, the Low Income Limit is:$108,400 and the new OLI is $162,000. You can move the family in as long as their income is below $108,400 and they would not become over-income until their income exceeds $162,000.



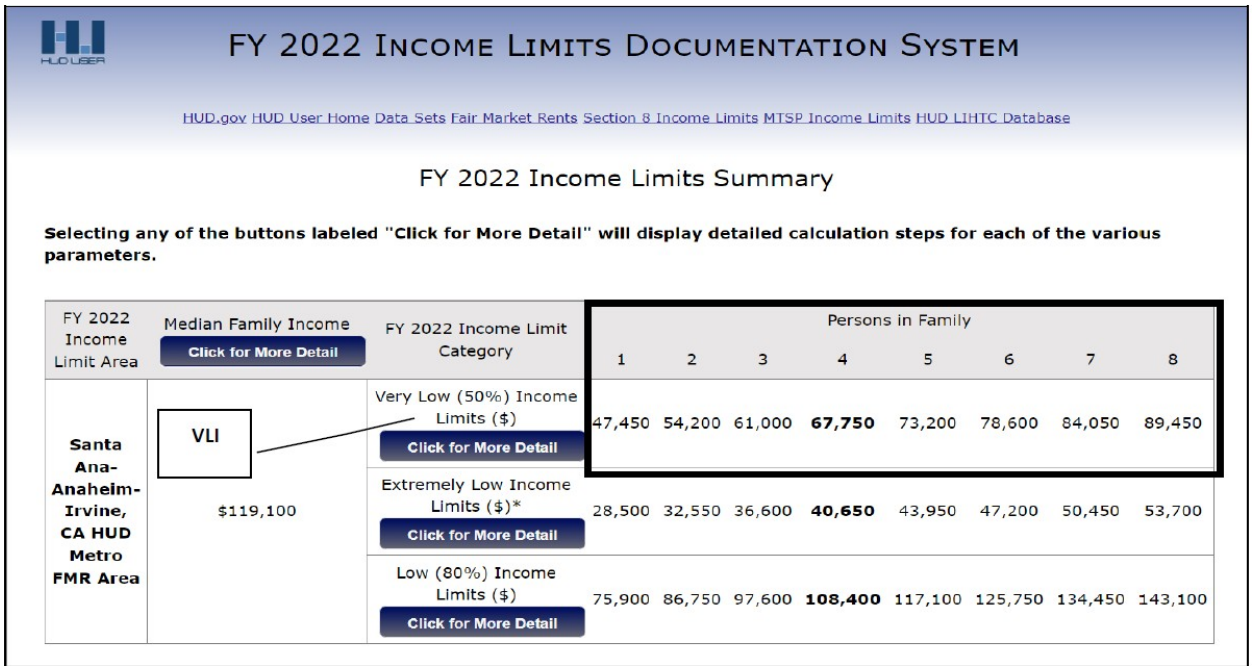
This takes you to the page where you will select your state:



Once you have selected your state you will then be asked to select the county your PHA is located in:



Select the VLI income limit appropriate for the family size:



FY 2022 Income Limits Documentation System

HUD.gov HUD User Home Data Sets Fair Market Rents Section 8 Income Limits MTSP Income Limits HUD LIHTC Database

FY 2022 Income Limits Summary

Selecting any of the buttons labeled "Click for More Detail" will display detailed calculation steps for each of the various parameters.

FY 2022 Income Limit Area	Median Family Income (Click for More Detail)	FY 2022 Income Limit Category	Persons in Family 1	2	3	4	5	6	7	8
Santa Ana-Anaheim-Irvine, CA HUD Metro FMR Area	VLI $119,100	Very Low (50%) Income Limits ($) Click for More Detail	47,450	54,200	61,000	**67,750**	73,200	78,600	84,050	89,450
		Extremely Low Income Limits ($)* Click for More Detail	28,500	32,550	36,600	**40,650**	43,950	47,200	50,450	53,700
		Low (80%) Income Limits ($) Click for More Detail	75,900	86,750	97,600	**108,400**	117,100	125,750	134,450	143,100

For a family of 4, calculate the Over-Income Limit as follows:

$41,000 x 2.4 = $98,400

The above calculation will result in the Over Income limits for your PHA, they should be reflected as such:

OVER INCOME LIMITS AS OF (insert date adopted)

Family Size	1	2	3	4	5	6	7	8
VLI								
LMI								
OLI								

If a family at a PHA of any size is admitted to the program as an OLI (Over Income Limit) family, the maximum time they may occupy a unit is 24 months from the initial date of occupancy or reexamination. A MTW family can have their occupancy extended to 3 years but no longer unless HUD has provided the PHA with a specific waiver for those MTW families at that PHA.

The following definitions are also reflected in the Glossary section.

Alternative non-public housing rent (alternative rent) is the monthly amount a PHA must charge non-public housing over-income (NPHOI) families, if allowed by PHA policy to remain in a public housing unit, after they have exceeded the 24 consecutive month grace period. The alternative rent is defined at 24 CFR 960.102, as the higher of the Fair Market Rent (FMR) or per unit monthly subsidy. The monthly subsidy provided for the unit, is determined by adding the per unit assistance provided to a public housing property as calculated through the applicable formulas for the Public Housing Capital Fund and Public Housing Operating Fund. See 24 CFR 960.102 for more details about how HUD will calculate and publish such funding amounts.

Non-public housing over-income family (NPHOI family) is defined in 24 CFR 960.102 as a family that has exceeded the over-income limit for 24 consecutive months who remains in a public housing unit, as allowed by PHA policy, paying the alternative rent. These families are no longer public housing program participants and are unassisted tenants.

Over-income family (OI family) is defined in 24 CFR 960.102 as a family whose income exceeds the OI limit. This term includes families during the grace period or that are in the period before termination and are still public housing program participants. Note that in the public housing program, this term previously referred to a family that is not a low-income family (i.e., a family with an income exceeding 80 percent Area Median Income (AMI)).

Over-income limit (OI limit) is defined in 24 CFR 960.102. In the regulations, this amount is determined by multiplying the applicable income limit for a very low-income (VLI) family, as defined in 24 CFR 5.603(b), by a factor of 2.4 (i.e., 120 percent of the AMI).

PHA Plan is defined in 24 CFR 903.4(a). It is a comprehensive guide to the public housing agency's policies, programs, operations, and strategies for meeting local housing needs and goals. There are two parts to the PHA Plan: the 5-Year Plan, which each PHA submits to HUD once every 5th PHA fiscal year, and the Annual Plan, which is submitted to HUD every year by

non-qualified agencies (non-qualified agencies are PHAs that do not meet the definition of a qualified agency).

Required notices:

PHA Requirements for NPHOI Families Remaining in a Public Housing Unit if permitted by PHA policy to remain in a public housing unit, an OI family that agrees to pay the alternative rent will become a non-public housing over-income (NPHOI) family. Once given the third and final OI notification as required by 24 CFR 960.507(c)(2), at the next lease renewal or in no more than 60 days after the date the final notice per 24 CFR 960.507(c)(3), whichever is sooner, the family must execute a new lease created for NPHOI families and begin to pay the alternative rent. The family will no longer be public housing program participants and will become unassisted tenants once the new lease is signed.

If the PHA gives a family the option to pay the alternative rent and they decline, the PHA must terminate the tenancy of the family no more than 6 months after the end of the 24 consecutive month grace period. An OI family that declines to pay the alternative rent will continue to be a public housing program participant in the period before termination. As a result, PHAs that choose to permit OI families to remain in public housing units as NPHOI families must also have a termination policy in the event the family declines to execute a new lease under 24 CFR 960.509.

However, the PHA may permit, in accordance with its OI policies, an OI family to execute the new lease after the deadline, but before termination of the tenancy, if the OI family pays the PHA the total difference between the alternative rent and their public housing rent dating back to the date that is the earlier of 60 days after the date the final notice per 24 CFR 960.507(c)(3) or the date that would have been the next public housing lease renewal.

If the PHA gives a family the option to pay the alternative rent and they accept, going forward the PHA may not conduct an annual reexamination of family income for an NPHOI family, but may offer hearing or grievance procedures at the discretion of the PHA. NPHOI families cannot participate in programs that are only for public housing or low-income families such as participation in a resident council or receive a HUD utility allowance. Lastly, PHAs are also reminded that NPHOI families are no longer subject to CSSR.

Once the new lease is executed, an NPHOI family may only be readmitted into the public housing program if they once again become an eligible low-income family as defined in 24 CFR 5.603(b) and reapply to the public housing program. The PHA may choose to adopt the new local preference proved at 24 CFR 960.206(b)(6) for NPHOI families. However, the adoption of this preference is at the discretion of the PHA.

Alternative non-public housing rent (alternative rent)

This notice provides additional information and guidelines for PHAs on setting alternative rents for NPHOI families that the PHA has allowed to remain in public housing. The alternative rent is a new definition in 24 CFR 960.102, and it is the monthly amount PHAs must charge NPHOI

families after they have exceeded the 24 consecutive month grace period. The alternative rent is defined as the higher of Fair Market Rent (FMR) or per unit monthly subsidy.

The amount of the monthly subsidy provided for the unit, will be determined by adding the per unit assistance provided to a public housing property, as calculated through the applicable formulas for the Public Housing Capital Fund and Public Housing Operating Fund, for the most recent funding year. As these amounts will vary by allocation, HUD will publish the Per Unit Subsidy Report annually for all public housing developments by December 31st to help establish the alternative rents for the following calendar year. However, for the 2023 calendar year, the Per Unit Subsidy Report will be published in 2023 soon after the publication of the final rule. This report will be found on hud.gov at:

https://www.hud.gov/public_indian_housing/programs/ph/mod/hotma_ph.

Note that the published amount for a development is not automatically the alternative rent. Instead, the PHA must determine what amount to charge as the alternative rent by comparing the per unit subsidy amount for the development where an NPHOI family resides to the applicable FMR14 for a unit of the same bedroom size in the area. Whichever amount is higher will be the alternative rent applied to the family's new NPHOI lease.

PHAs must update the information in IMS/PIC, and/or HIP (IMS/PIC's successor system) in a timely manner, to ensure that no unit that houses an NPHOI family receives public housing subsidy. Further, PHAs should be aware that since no public housing subsidy may support units occupied by NPHOI families, any delay may result in the PHA owing HUD any improperly calculated subsidy amounts. For more information on properly reporting NPHOI families in IMS/PIC, please see Notice PIH-2021-35 or its successor notice.

NPHOI Lease

In response to the public comments solicited by the 2020 FR Notice, new regulations have been added at 24 CFR 960.509 regarding the minimum lease requirements for NPHOI families. A PHA may add additional terms to the lease for NPHOI families, so long as it is consistent with after the initial OI determination is made, the PHA must conduct an income reexamination 12 months later to determine if the family remains over-income even if the family is paying the flat rent (24 CFR 960.253) and/or the date no longer coincides with the family's original annual reexamination date. An income reexamination to determine if a family remains over-income does not reset the family's normal annual reexamination date. If a PHA discovers through an annual or interim income reexamination during the 24-month grace period that a previously over-income family is now below the over-income limit, the family is no longer over-income. In this case, a previously OI family would be entitled to a new 24 consecutive month grace period if the family's income once again exceeds the OI limit.

Scenario #1 – Uninterrupted grace period

For example, if a family is determined to be over-income at an interim reexamination, the 24 consecutive month grace period begins. The 24-month 'clock' continues to run if the family remains over-income as determined by another reexamination 12 months later. At the end of the 24th month of the grace period, if the family remains over-income the family will be subject to

the over-income policy of the PHA (i.e., termination within 6 months or beginning to pay the alternative rent).

Scenario #2 – Interrupted grace period
If the family is determined to no longer be OI at any point within the 24-month period, the grace period no longer applies. The family remains an income-eligible public housing program participant. If the family is determined to be OI again in the future, they would be entitled to a new 24 consecutive month grace period. PHAs must ensure that all notices and communications are provided in a manner that is effective for persons with hearing, visual, and other disabilities. For persons with vision impairments, upon request and free of charge, this may include brailed materials, large print, or materials on tape. For persons with hearing impairments, upon request and free of charge, this may include sign language or other types of interpretation, appropriate auxiliary aids, and services, such as interpreters, transcription services, and accessible electronic communications, in accordance with Section 504 and ADA requirements (24 CFR 8.6 and 24 CFR 8.28; 28 CFR part 35, Subpart E).

c. Limitation on public housing tenancy

Once a family exceeds the over-income limit for 24 consecutive months, the public housing agency must either:

i. Charge such family as monthly rent for the unit occupied by such family an amount equal to the greater of—

(1) the applicable fair market rent (FMR) for a dwelling unit in the same market area of the same size; or
(2) the amount of the monthly subsidy which shall include any amounts from the Operating Fund and Capital Fund under section 9 used for the unit.

OR

ii. Terminate the tenancy of such family in public housing not later than 6 months after the final notice per 24 CFR 960.507(c)(3) confirming that the family has been over income for 24 consecutive months.

Additional details for the above-mentioned process are discussed below.

d. End of the grace period and Status of an Over-Income Family

This section describes the actions a PHA must take at the end of the grace period for over-income families. PHAs must ensure that OI families receive a grace period of 24 consecutive months before any adverse action is taken because of the family being over-income. A PHA can find these requirements in the regulations at 24 CFR 960.507 and 960.509.

Once a public housing family is determined to be over-income pursuant to an annual reexamination or an interim reexamination, the 24 consecutive month grace period begins. At all times prior to the end of 24 consecutive months, the family will continue to be public housing program participants. The change in OI family status will vary based on the over-income policy selected by the PHA.

PHA policy terminating the tenancy of Over-Income Families

In the case of a PHA with a policy to terminate OI families, these families continue to be public housing program participants in the period before termination. It should be noted that while a PHA may choose to adopt a policy to terminate the tenancy of an OI family after the 24 consecutive month grace period, termination of tenancy is not equivalent to a judicial eviction. A judicial eviction typically occurs when a tenant fails to vacate the unit after their tenancy has been terminated, resulting in the need for judicial action initiated by the PHA to evict the tenant. HUD expects that once an OI family receives proper notice of termination, many will leave voluntarily without necessitating court action. PHAs should note that the period before termination can be up to six months but could be less, as defined in the PHA policy.
In the period before termination, the OI family will continue to pay the rent type of their choice (i.e., income-based, flat rent, or prorated rent for mixed families). Additionally, the OI family is still a public housing program participant prior to termination, so the OI family must continue to abide by all program requirements including the Community Service Activities or Self-Sufficiency Work Activities requirements (CSSR). Lastly, when an OI family is facing termination after exceeding the grace period, the family may request an interim reexamination, but a decrease in income and the family's rent will not reset the period before termination or enable the family to avoid termination.

PHA Requirements for NPHOI Families Remaining in a Public Housing Unit

If permitted by PHA policy to remain in a public housing unit, an OI family that agrees to pay the alternative rent will become a non-public housing over-income (NPHOI) family. Once given the third and final OI notification as required by 24 CFR 960.507(c)(2), at the next lease renewal or in no more than 60 days after the date the final notice per 24 CFR 960.507(c)(3), whichever is sooner, the family must execute a new lease created for NPHOI families and begin to pay the alternative rent. The family will no longer be public housing program participants and will become unassisted tenants once the new lease is signed.

If the PHA gives a family the option to pay the alternative rent and they decline, the PHA must terminate the tenancy of the family no more than 6 months after the end of the 24 consecutive month grace period. An OI family that declines to pay the alternative rent will continue to be a public housing program participant in the period before termination. As a result, PHAs that choose to permit OI families to remain in public housing units as NPHOI families must also have a termination policy in the event the family declines to execute a new lease under 24 CFR 960.509.

However, the PHA may permit, in accordance with its OI policies, an OI family to execute the new lease after the deadline, but before termination of the tenancy, if the OI family pays the PHA the total difference between the alternative rent and their public housing rent dating back to the date that is the earlier of 60 days after the date the final notice per 24 CFR 960.507(c)(3) or the date that would have been the next public housing lease renewal.

If the PHA gives a family the option to pay the alternative rent and they accept, going forward the PHA may not conduct an annual reexamination of family income for an NPHOI family, but may offer hearing or grievance procedures at the discretion of the PHA. NPHOI families cannot participate in programs that are only for public housing or low-income families such as

participation in a resident council, or receive a HUD utility allowance.[12] Lastly, PHAs are also reminded that NPHOI families are no longer subject to CSSR.

Once the new lease is executed, an NPHOI family may only be readmitted into the public housing program if they once again become an eligible low-income family as defined in 24 CFR 5.603(b) and reapply to the public housing program. The PHA may choose to adopt the new local preference proved at 24 CFR 960.206(b)(6) for NPHOI families. However, the adoption of this preference is at the discretion of the PHA.

e. Reporting Requirements

In addition to the new requirements for over-income families, 24 CFR 960.507(f) requires PHAs to report on two new data points annually: the total number of OI families residing in public housing and the total number of families on waiting lists for admission to the public housing projects of the agency as of end of the year. The regulation uses the term 'as of the end of the year', and this notice makes clear that the 'end of the year' in this case will mean the end of the calendar year or December 31st. Per the regulations, this information must also be made publicly available.

To minimize the additional reporting burden, HUD has taken the following steps:

Data on the number of OI families residing in public housing

The number of families residing in public housing with incomes exceeding the over-income limitation will include the number of families in the 24 consecutive month grace period, those that are in the period before termination, and those that are NPHOI families paying the alternative rent. PHAs will report on the number of OI families residing in public housing through income data already provided by form HUD-50058, under OMB approval number 2577-0083, and through unit data in the Inventory Management System/PIH Information Center (IMS/PIC) and/or its successor system: the Housing Information Portal (HIP). Therefore, this report will require no additional action on the part of PHAs. HUD will pull a report of this data as of December 31st each year and make it publicly available.

Data on the number of families on waiting lists for admission to public housing projects

The additional burden to submit waitlist data is a new requirement for all PHAs with a public housing program and the reporting period of this requirement will begin January 1, 2024. This is the earliest date PHAs can submit waiting list date to HUD. This data must be submitted via a new electronic data collection tool that has been developed in the Operating Fund Web portal. As this is an existing HUD system that PHAs are already familiar with and comfortable working in, it is expected that the additional burden will be minimal.

A PHA that maintains both an agency-wide and site-based wait lists, should be mindful not to duplicate households when reporting on the total number of families on the waiting list. All information provided, such as the number of households and the status of the waiting list (open

or closed), should be current as of December 31st of the previous calendar year. The data may be provided by any authorized PHA official but will require the electronic signature of the Executive Director.

HUD will make this new reporting module available beginning on January 1st and all submissions will be due by March 31st of each year. A user guide and training video for the Public Housing Waiting List Data Collection Tool will be provided on the Operating Fund Web Portal. HUD will combine this data with the data provided in IMS/PIC and/or HIP and the HUD-50058 form and publish the Public Housing Over-Income Families and Waiting-Lists Report annually on the HUD website by April 30th of each calendar year at:

https://www.hud.gov/public_indian_housing/programs/ph/mod/hotma_ph.

8. Determination of the Alternative Rent and the new lease for NPHOI families

Alternative non-public housing rent (alternative rent)

The alternative rent is a new definition in 24 CFR 960.102, and it is the monthly amount PHAs must charge NPHOI families after they have exceeded the 24 consecutive month grace period. The alternative rent is defined as the higher of Fair Market Rent (FMR) or per unit monthly subsidy.

The amount of the monthly subsidy provided for the unit, will be determined by adding the per unit assistance provided to a public housing property, as calculated through the applicable formulas for the Public Housing Capital Fund and Public Housing Operating Fund, for the most recent funding year. As these amounts will vary by allocation, HUD will publish the Per Unit Subsidy Report annually for all public housing developments by December 31st to help establish the alternative rents for the following calendar year. However, for the 2023 calendar year, the Per Unit Subsidy Report will be published in 2023 soon after the publication of the final rule. This report will be found on hud.gov at:

https://www.hud.gov/public_indian_housing/programs/ph/mod/hotma_ph.

Note that the published amount for a development is not automatically the alternative rent. Instead, the PHA must determine what amount to charge as the alternative rent by comparing the per unit subsidy amount for the development where an NPHOI family resides to the applicable FMR for a unit of the same bedroom size in the area. Whichever amount is higher will be the alternative rent applied to the family's new NPHOI lease.

PHAs must update the information in IMS/PIC, and/or HIP (IMS/PIC's successor system) in a timely manner, to ensure that no unit that houses an NPHOI family receives public housing subsidy. Further, PHAs should be aware that since no public housing subsidy may support units occupied by NPHOI families, any delay may result in the PHA owing HUD any improperly calculated subsidy amounts. For more information on properly reporting NPHOI families in IMS/PIC, please see Notice PIH-2021-35 or its successor notice.

NPHOI Lease
In response to the public comments solicited by the 2020 FR Notice, new regulations have been added at 24 CFR 960.509 regarding the minimum lease requirements for NPHOI families. A PHA may add additional terms to the lease for NPHOI families, so long as it is consistent with HPHAs are required to make their leases flexible enough to easily adjust rent as the FMR changes and as HUD publishes the per unit subsidy calculations. For PHAs with an over-income termination policy, in the period before termination, the OI family will remain on the public housing lease. Should an OI family decline to execute the new NPHOI lease, the regulation at 24 CFR 966.4(a)(2)(iii) has been revised so that the public housing lease will become month-to month for OI families in the period before termination and the PHA must continue to charge these families their current rent (i.e., the family's choice of income-based, flat rent, or prorated rent for mixed families).

In accordance with 24 CFR 960.507, and as stated in section 7 of this notice, the NPHOI family must execute a new lease and begin to pay the alternative rent. This lease must include the minimal provisions proved in 24 CFR 960.509. Examples of these provisions include:

Lease term and renewal - The lease must have a term as determined by the PHA and included in
PHA policy. Unlike the public housing lease, a 12-month lease term is not required. PHA's may choose to offer NPHOI families leases on a month-to-month basis.

Security deposits - The lease must provide that any previously paid security deposit will be applied to the tenancy upon signing a new lease.

No automatic lease renewal - Upon expiration of the lease term, the lease shall not automatically renew.

Grievance procedures - The lease may include hearing or grievance procedures and may explain when the procedures are available to the family. However, it should be noted that hearing or grievance procedures for NPHOI families are at the discretion of the PHA.

9. Unit Tenant Status Category and Sub-Category
The IMS/PIC Development Submodule categorizes units by Unit Tenant Status Categories and Sub-Categories. Per Notice PIH 2021-35, PHAs must ensure that a unit meets the substantive requirements of a Unit Tenant Status Sub-Category for the entire period that it is in that Sub-Category in IMS/PIC. Each Sub-Category corresponds to one of four Categories: Occupied, Vacant, Vacant HUD Approved, and Non-Dwelling.

At this time, PHAs will categorize units occupied by NPHOI families as 'Non-Assisted Tenant Over Income' in IMS/PIC. However, a new sub-category will be created in HIP. When this system is ready, PHAs will categorize units occupied by NPHOI families as 'Non-Public Housing Over-Income (NPHOI) Tenants.

XVI. GRIEVANCE PROCEDURE

1. APPLICABILITY
   a. This Grievance Procedure shall be applicable to all individual grievances as defined in Paragraph 2a below between the resident and the HCHA, except for evictions concerning the termination of tenancy that involve the following:
      (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or the employees of the HCHA, or
      (2) Any drug-related criminal activity on or off such premises.
   b. The HCHA Grievance Procedure shall not be applicable to disputes between residents not involving the PHA or to class grievances. The Grievance Procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the HCHA's Board of Commissioners.

2. DEFINITIONS
   a. Grievance shall mean any dispute which a resident may have with respect to HCHA action or failure to act in accordance with the individual resident's lease or HCHA regulations which adversely affect the individual resident's rights, duties, welfare, or status.
   b. Complainant shall mean any resident whose grievance is presented to the HCHA or at the project management office in accordance with paragraphs 3 and 4a.
   c. Selecting Official. The Selecting Official shall be the Executive Director of the HCHA.
   d. Elements of Due Process shall mean an eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:
      (1) Adequate notice to the Resident of the grounds for terminating the tenancy and for eviction;
      (2) Opportunity for the Resident to examine all relevant documents, records, and regulations of the HCHA prior to the trial for the purpose of preparing a defense;
      (3) Right of the Resident to be represented by counsel;
      (4) Opportunity for the Resident to refute the evidence presented by the HCHA, including the right to confront and cross-examine witnesses, and to present any affirmative legal or equitable defense which the Resident may have; and
      (5) A decision on the merits.
   e. Hearing Officer shall mean a person selected in accordance with paragraph 4 to hear grievances and render a decision with respect thereto.

   f. Resident shall mean any lessee or the remaining head of household of any Resident family residing in the housing unit covered under this Grievance Procedure.
   g. HCHA shall mean the Housing Authority of the County of Howard, Arkansas.

3. INFORMAL SETTLEMENT
   Any grievance shall be personally presented, either orally or in writing to the HCHA office so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within a reasonable time with one copy being given to the Resident and one copy retained in the HCHA's Resident file. The summary shall specify

the names of the participants, the date of the meeting, the nature of the proposed disposition of the complaint and the specific reasons for disposition. It shall also specify the procedures by which a hearing under Paragraph 4 may be obtained if the complainant is not satisfied.

4. PROCEDURE TO OBTAIN A HEARING

a. Request for a Hearing

The Complainant shall submit a written request for a hearing to the HCHA within ten (10) working days after receipt of the summary of discussion pursuant to Paragraph 3 above. The written request shall specify the following:

(1) The reasons for the grievance; and

(2) The action or relief sought.

b. Selection of Hearing Officer

Grievances shall be presented before a Hearing Officer. The Hearing Officer shall be Selected as follows:

(1) The Hearing Officer shall be an impartial, disinterested person, selected by the HCHA Executive Director, other than a person who made or approved the HCHA action under review or a subordinate of such person;

(2) The HCHA shall consult the Resident Council before HCHA appointment of the Hearing Officer. Any comments or recommendations submitted by the Resident Council shall be considered by the HCHA before the appointment.

c. Failure to Request a Hearing

If the complainant does not request a hearing in accordance with this paragraph, then the HCHA's disposition of the grievance under Paragraph 3 above shall become final. However, failure to request a hearing shall not constitute a waiver by the complainant of his/her right thereafter to contest the HCHA's action in disposing of the complaint in an appropriate judicial proceeding.

d. Hearing Prerequisite

All grievances shall be personally presented either orally or in writing, pursuant to the informal procedure prescribed in Paragraph 3 above as a condition precedent to a hearing under this section. However, if the Complainant can show good cause why he/she failed to proceed in accordance with Paragraph 3 above to the Hearing Officer or Hearing Panel, the provisions of this subparagraph may be waived by the Hearing Officer or Hearing Panel.

e. Escrow Deposit

Before a hearing is scheduled in any grievance involving the amount of rent in the Resident's lease, which the HCHA claims is due, the Complainant shall pay to the HCHA an amount equal to the amount of the rent due and payable as of the first day of the month preceding the month in which the act or failure to act took place. The Complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the Hearing Officer. These requirements may be waived by the HCHA in extenuating circumstances. Unless so waived, the failure to make such payments shall result in a termination of the Grievance Procedure. However, failure

to make payment shall not constitute a waiver of any right the Complainant may have to contest the HCHA's disposition of his/her grievance in any appropriate judicial proceeding.

f. Schedule of Hearings

Upon Complainant's compliance with Subparagraphs a., d., and e. of Paragraph 4, a hearing shall be scheduled by the Hearing Officer promptly for a time and place reasonably convenient to both the Complainant and the HCHA. A written notification specifying the time, place, and the procedures governing the hearing, shall be delivered to the Complainant and the appropriate HCHA official.

5. ACCOMMODATION OF RESIDENTS WITH DISABILITIES

a. Reasonable accommodation for residents with disabilities to participate in the hearing will be provided by the HCHA. Reasonable accommodation may include qualified sign language, interpreters, readers, accessible locations, or attendants.
b. If the Resident is visually impaired, any notice to the Resident, which is required under this procedure, will be in an accessible format.

6. PROCEDURES GOVERNING THE HEARING

a. The hearing shall be held before a Hearing Officer.
b. The Complainant shall be afforded a fair hearing providing the basic safeguards of due process, which shall include the following:
   (1) The opportunity to examine, before the hearing, and to copy, at his/her own expense, all documents, records, and regulations of the HCHA that are relevant to the hearing. Any document not made available, after the Complainant's request, may not be used by the HCHA at the hearing;
   (2) The right to be represented by counsel or other person chosen as his/her representative;
   (3) The right to a private hearing unless the Complainant requests a public hearing;
   (4) The right to present evidence and arguments in support of his/her complaint, to challenge evidence relied on by the HCHA, and to confront and cross-examine all witnesses on whose testimony or information the HCHA relies;
   (5) A decision based solely and exclusively upon the facts presented at the hearing.
c. The Hearing Officer may render a decision without proceeding with the hearing if the Hearing Officer determines that the issue has been previously decided in another proceeding.
d. If the Complainant or the HCHA fails to appear at a scheduled hearing, the Hearing Officer may make a determination to postpone the hearing for no more than five (5) business days or may make a determination that the party has waived his/her right to a hearing. Both the Complainant and the HCHA shall be notified of the determination by the Hearing Officer. However, a determination that the Complainant has waived his/her right to a hearing shall not constitute a waiver of any right the Complainant may have to contest the HCHA's disposition of the grievance in an appropriate judicial proceeding.
e. At the hearing, the Complainant must first prove that he/she is entitled to the relief sought and, thereafter, the HCHA must sustain the burden of justification of its action or failure to act against which the complaint is directed.

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

g. The Complainant or the HCHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interest party may purchase a copy of such transcript.

7. <u>DECISION OF THE HEARING OFFICER</u>

a. The Hearing Officer shall prepare a written decision, together with the reasons for said decision, within a reasonable time after the hearing. A copy of the decision shall be sent to the Complainant and the HCHA. The HCHA shall retain a copy of the decision in the Resident's file. A copy of the decision, with all names and identifying references deleted, shall also be maintained on file by the HCHA and made available for inspection by a prospective complainant, his/her representative, or the Hearing Officer.

b. The decision of the Hearing Officer shall be binding on the HCHA, which shall take whatever actions or refrain from any actions , necessary to carry out said decision, unless the HCHA Board of Commissioners determines within thirty (30) days and promptly notifies the Complainant of its determination, that:

(1) The grievance does not concern HCHA action or failure to act in accordance with or involving the Complainant's lease or HCHA regulations, which Adversely affect the Complainant's rights, duties, welfare, or status; or

(2) The decision of the Hearing Officer is contrary to applicable Federal, State, or local law, HUD regulations or requirements, or the contract Between HUD and the HCHA.

c. A decision by the Hearing Officer or the Board of Commissioners, in favor of the HCHA or which denies the relief requested by the Complainant in whole or in part, shall not constitute a waiver of nor affect in any manner any rights the Complainant may have to a trial de novo or a judicial review in an appropriate judicial proceeding which may take place at a later date.

EXHIBIT 1

The Housing Authority of the County of Howard
1010 S. Pope St.
Nashville, Arkansas 71852

DECISION ON TENANT GRIEVANCE OR COMPLAINT

Date: _____

Dear _____:

We have reviewed your grievance and/or your complaint dated _____. We have determined that your grievance and/or complaint should be disposed by doing the following action:

We have come to propose this action for the following reason:

This determination is based on our having received the following specific information:

If you disagree with this determination, you may request an informal hearing within ten (10) days from date of mailing of this letter, by sending or delivering a request to: Executive Director at the above address. You may have access to your file before the hearing to see any information we have concerning your grievance. You have the right to present evidence at this hearing, including witnesses, and you may bring an attorney or other representative if you desire.

If you are not satisfied with the result of the informal hearing, you will be able to request an impartial hearing before the Grievance Panel. Information on how to request a Grievance Panel Hearing will be provided to you with the Informal Hearing decision.

Your right to a hearing does not stop you from exercising other rights if you believe that you are being discriminated against on the basis of race, color, religion, sex, marital status, national origin, handicap, or age.

An informal hearing will be held within ten (10) working days of your request.

Sincerely,

EXHIBIT 2

The Housing Authority of the County of Howard
1010 S. Pope St.
Nashville, Arkansas 71852

INFORMAL HEARING DECISION

Date: _____

Dear _____:

Based on your informal hearing held on _____, we have decided that:

If you are dissatisfied with this decision, you may request an impartial hearing before the Grievance Panel by completing the attached Grievance Panel Request Form, and by personally presenting the Grievance Panel Request Form at the Administrative Office of The Housing Authority of the County of Howard in Nashville, Arkansas at 1010 S. Pope St., Nashville, Arkansas within ten (10) days of mailing of this decision.

If you fail to petition for a Grievance Panel Hearing within ten (10) days, without good cause, you will be held to have waived your right to a Grievance Panel Hearing, and the proposed Housing Authority disposition of your complain shall be binding. Such determination shall not constitute a waiver of your right to thereafter contest the Housing Authority's disposition of your grievance in an appropriate judicial proceeding.

Sincerely,

EXHIBIT 3

The Housing Authority of the County of Howard
1010 S. Pope St.
Nashville, Arkansas 71852

NOTICE OF INFORMAL HEARING ON
TENANT GRIEVANCE OR COMPLAINT

Date:_____

Dear _____:

You have requested an informal hearing (see attached request).

This Informal Hearing is scheduled for the _____day of _____, 19___, at _____, at The Housing Authority of the County of Howard in Nashville, Arkansas. You are free to bring any information, documents, or witnesses to support your case, and you may bring an attorney or other representative.

If you are not satisfied with the result of the Informal Hearing, you will be able to request an impartial hearing before the Grievance Panel. Information on how to request a Grievance Panel Hearing will be provided to you with the Informal Hearing decision.

If you fail to notify the Informal Hearing Officer in writing of a request to postpone the hearing within 24 hours of the time of the scheduled Informal Hearing, the Informal Hearing Officer will make a determination that you have waived your rights to the Informal Hearing and the Grievance Panel Hearing.

Your right to a hearing does not stop you from exercising other rights if you believe that you are being discriminated against on the basis of race, color, religion, sex, marital status, national origin, handicap, or age.

An Informal Hearing will be held within ten (10) working days of your request.

Sincerely,

EXHIBIT 4

The Housing Authority of the County of Howard
1010 S. Pope St.
Nashville, Arkansas 71852

NOTICE OF GRIEVANCE PANEL HEARING

Date:_____

Dear _____:

You have requested a Grievance Panel Hearing on disposition of your grievance and/or complaint.

This Grievance Panel Hearing is scheduled for the ___ day of _____, 19___, at _____, at The Housing Authority of the County of Howard in Nashville, Arkansas at 1010 S. Pope St., Nashville, Arkansas. You are free to bring any information, documents, or witnesses to support your case, and you may bring an attorney or other representative.

If you fail to notify the Executive Director and/or the Secretary in writing of any request to postpone the Grievance Panel Hearing within 24 hours of the time of the scheduled hearing, the Grievance Panel may make a determination to postpone the hearing for a time not to exceed five (5) business days or make a determination that the party has waived his or her rights to the Grievance Panel Hearing.

The Authority has already provided you with a copy of the established Grievance Procedures. If you need another copy, please go to the Administrative Office, 1010 S. Pope St., Nashville, Arkansas

Sincerely,

EXHIBIT 5

The Housing Authority of the County of Howard
1010 S. Pope St.
Nashville, Arkansas 71852

GRIEVANCE PANEL REQUEST FORM

I, _____, of _____ hereby request that The Housing Authority of the County of Howard in Nashville, Arkansas convene a Grievance Hearing on one of the following:

CHECK ONE:

_____ I do not agree with the change in rent as stated on your notice of a rental adjustment, and therefore I am requesting a hearing with the Grievance Panel. I have placed the rent due (see section 3.1.2 in Grievance Procedures for amount to be placed in escrow) in the escrow bank account of the Authority, and I realize that I must continue to place the monthly rent in the escrow account until a final decision is made under the Grievance Procedure.

_____ I do not owe the rent as stated on your notice, and therefore I am requesting a hearing with the Grievance Panel. I have placed the rent due (see section 3.1.2 in Grievance Procedures for amount to be placed in escrow) in the escrow bank account of the Authority, and I realize that I must continue to place the monthly rent in the escrow account until a final decision is made under the Grievance Procedure.

_____ I disagree 100 percent with the decision made by the Hearing Officer at the informal hearing held on _____ (see attached decision).

_____ I disagree in part with the decision made by the Hearing Officer at the informal hearing held on _____ (see attached decision) for the following reasons:
_____
_____

I prefer to have a Grievance Panel Hearing at the following time(s) of day:

First preference: _____
Second preference: _____
Third preference: _____

I have received a copy of the Grievance Panel Request Form.
I have received a copy of the Grievance Panel Procedures.

_____ _____

Signature Date

_____ _____

Signature Date

==========

Received by The Housing Authority of the County of Howard in Nashville, Arkansas on

_____
Date Time:

_____
Signature

==========

Copy to HCHA Attorney

Copy to Tenant/Applicant

Copy to HCHA Tenant/Applicant file

XVII. GLOSSARY

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

ADA: The Americans with Disabilities Act of 1990 (42 U.S.C 12101 et seq)

ALJ: An administrative law judge appointed to HUD pursuant to 5 U.S.C 3105 or detailed to HUD pursuant to 5 U.S.C 3344

Adjusted Income: The income upon which rent is based; Annual Income less certain deductions and exemptions

Annual contribution contract: The written contract between HUD and a PHA under which HUD agrees to provide funding for a program under the 1937 Act, and the PHA agrees to comply with HUD requirements for the program

Applicant: A person or a family that has applied for housing assistance

Annual Income: The anticipated total income from all sources, including net income derived from assets and/or received by the family head, spouse (even if temporarily absent), and each additional family member; including all net income from assets for the twelve (12) month period following the effective date of initial determination or reexamination of income; and exclusive of income that is temporary, non-recurring, or sporadic, or is specifically excluded from income by other federal statute.

(A) Means all amounts, monetary or not, which:
- (1) Go to, or on behalf of, the family head of spouse (even if temporarily absent) or to any other family member; or
- (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- (3) Which are not specifically excluded in paragraph © of this section
- (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access

(B) Annual income includes, but not limited to:
- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- (2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for authorization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section.
  - (i) Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
- (4) The full amount of periodic payments received from Social Security, annuities, insurance polices, retirement funds, pensions, disability or death benefits, and other

similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);

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

(6) Welfare assistance payments.

(i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

(a) Qualify as assistance under TANF program definition at 45 CFR 260.31; and

(b) Are not otherwise excluded under paragraph © of this section.

(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(a)The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(b)The maximum amount that the welfare assistance agency could in fact allow the family shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

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

(C) Annual income does not include the following:

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

(2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

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

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

(5) Income of a live-in aide, as defined in §5.403;

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

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

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

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

(iii) Amounts received under a resident services stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;

(iv) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs(including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;

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

(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);

(12) Adoption assistance payments in excess of $480 per adopted child;

(13) [Reserved]

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

(15) 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;

(16) Amounts paid by a state agency to a family with a member who has developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

(17) 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 include assistance under any program to which the exclusions set forth in 24 CFR 5.609© apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

(D) Annualization of income. If it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income), or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period. [6] FR 54498, Oct. 18, 1996, as amended at 65 FR 16716, Mar. 29, 2000; 67 FR 47432, July 18, 2002]

Assistance applicant: Except as excluded pursuant to 42 U.S.C. 3543 (b) and 3544(a)(2), this term means the following:

For any program under 24CFR parts 215, 221, 236, 290, or 891, or any program under Section 8 of the 1937 Act: A Family or individual that seeks rental assistance under the Program;

For the public housing program: A family or individual that seeks admission to the program

For any program under 24 CFR part 235: A homeowner or cooperative member seeking homeownership assistance (including where the individual seeks to assume an existing mortgage)

Assets do include:

(a) Amounts in savings and checking accounts;
(b) Stocks, bonds, savings certifications, money market funds, and other investment accounts;
(c) Equity in real property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset;
(d) The cash value of trusts that are available to the household. Irrevocable trusts are not included;
(e) IRA, Keough, and similar retirement savings accounts, even though withdrawal would result in a penalty;
(f) Contributions to company retirement/pension funds;
(g) Assets which, although owned by more than one (1) person, allow unrestricted access by the applicant;
(h) Lump sum receipts such as inheritances, capital gains, lottery winnings, insurance settlements, and other claims;
(i) Personal property held as an investment, such as gems, jewelry, coin collections, antique cars, etc.;
(j) Cash value of life insurance policies; and
(k) Assets disposed of for less than fair market value during the two (2) years preceding examination or reexamination, accounting for the difference between the market value and actual payment received.

Assets do not include:

(a) Personal property, interest in Indian trust lands, assets not accessible by the family, and assets that are a part of an active business or farm operation
(b) The cost incurred in disposing of an asset.
(c) The value of the cooperative unit or manufactured home in which the family resides.

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

Childcare: Allowable expense is $50.00 per week per child, not to exceed the total amount earned by a family, for example: family is earning $150/week, has 4 children in day care at $50.00/week/child, maximum allowable could only be $150.00 not $200.00.

Citizen: a citizen or national of the United States

Covered Person: for purposes of 24 CFR 5, subpart I, and parts 966 and 982, means a tenant, any member of tenant's household, a guest or another person under the tenant's control

Computer match: The automated comparison of data bases containing records about individuals

Computer matching agreement: The agreement that describes the responsibilities and obligations of the parties participating in a computer match

Common household pet:

a. A domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes. Common household pet does not include reptiles (except turtles). If this definition conflicts with any applicable State or local law or regulation defining the pets that may be owned or kept in dwelling accommodations, the State or local law or regulation shall apply. This definition shall not include animals that are used to assist persons with disabilities.
b. The PHA may define the term "common household pet" under §5.318

Consent form: Means any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs; return information fro the Social Security Administration (including wages, net earnings from self-employment, and payments of retirement income), as referenced at 26 U.S.C. 6103(I)(7)(A); and return information for unearned income from the Internal Revenue Service, as referenced at 26 U.S.C. 6103(I)(7)(B). The consent forms expire after a certain time and may authorize the collection of other information from assistance applicants or participants to determine eligibility or level of benefits as provided in §§813.109, 913, 109, and 950.315 of this title.

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

Dating Violence: Violence committed by a person:

(a) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
(b) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

Department: means the Department of Housing and Urban Development

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

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

Disabled Family: A family whose head, spouse, or sole member, is a person displaced by government 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.

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

Drug-related criminal activity: the illegal manufacture, sale, distribution, or use of a drug, or possession of a drug with intent to manufacture, sell, distribute or use the drug

Drug-related activity: the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use a controlled substance

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

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

Elderly person: an individual who is at least 62 years of age

Elderly or Disabled Family:

(a) A person with a disability, or an elderly or disabled family for purposes of the program under which a project for the elderly or persons with disabilities is assisted or has its mortgage insured;

(b) An elderly person, a person with a disability, or an elderly or disabled family as defined in §5.403 in subpart A of this part.

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

Elderly family: a family whose head, spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides

Employer Identification Number (EIN): the nine-digit taxpayer identifying number that is assigned to an individual, trust, estate, partnership, association, company, or corporation pursuant to sections 6011 (b), or corresponding provision of prior law, or 6109 of the Internal Revenue Code.

Entity applicant: (1) Except as excluded pursuant to 42 U.S.C. 3543(b), 3544(a)(2), and paragraph (2) of this definition, this term means a partnership, corporation, or any other association or entity, other than an individual owner applicant, that seeks to participate as a private owner in any of the following:

(a) The project-based assistance programs under Section 8 of the 1937 Act;

(i) The programs in 24 CFR parts 215,221, or 236; or

(ii) The other mortgage and loan insurance programs in 24 CFR parts 201 through 267, except that the term "entity applicant" does not include a mortgage or lender

(2) The term does not include a public entity, such as a PHA, IHA, or State Housing Finance Agency.

Evidence of Citizenship or eligible status: The documents which must be submitted to evidence citizenship or eligible immigration status.

Family: Any person or group of people living together. It includes but is not limited to:

(a) a family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and size);

(b) an elderly family: a family whose head, spouse, or sole member is a person at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides.

(c) a near-elderly family: a family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

(d) A disabled family: a family whose head, spouse, or sole member is a person with disabilities. 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.

(e) A displaced family: a family in which each member, or whose sole member, is 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.

(f) The remaining member of a tenant family

(g) A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family

(h) Foster children: may be considered part of a family unit for admission to or continued occupancy of public housing, provided that upon application for admission to public housing or upon application by a resident for a larger unit, the foster parent(s) seeking housing has been granted a license by the Department of Children, Youth, and Families permitting that person to act as a childcare provider/foster parent, pursuant to RIGL 42- 72.1-4

Family: Has the same meaning as provided in the program regulations of the relevant Section 214 covered program

Fair Housing Act: means title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments act of 1988 (42 U.S.C. 3601)

Fair Market Rent: (FMR) the rent that would be required to be paid in the particular housing market area in order to obtain privately owned, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. This Fair Market Rent includes utilities (except telephone). Separate Fair Market Rents will be established by HUD for dwelling units of varying sizes (number of bedrooms) and will be published in the Federal Register in accordance with part 888 of this title

Federal agency: A department of the executive branch of the Federal Government

Federally assisted housing: (for purposes of subparts I and J of this part) means housing assisted under any of the following programs:

(1) Public Housing

(2) Housing receiving project-based or tenant-based assistance under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f)

(3) Housing that is assisted under section 202 of the Housing Act of 1959, as amended by section 801 of the National Affordable Housing act (12 U.S.C 1701q)

(4) Housing that is assisted under section 202 of the Housing Act of 1959, as such section existed before the enactment of the National Affordable Housing Act

(5) Housing that is assisted under section 811 of the National Affordable Housing Act (42 U.S.C. 8013)

(6) Housing financed by a loan or mortgage insured under section 221 (d)(3) of the

National Housing Act [12 U.S.C. 1715*l*(d)(3)] that bears interest at a rate determined under proviso of section 221(d)(5) of such Act [12 U.S.C. 1715*l*(d)(5)]

(7) Housing insured, assisted, or held by HUD or by a State or local agency under section 236 of the national Housing Act of 1949 (42 U.S.C. 1715z-1) or

(8) Housing Assisted by the Rural Development Administration under section 514 or section 515 of the Housing Act of 1949 (42 U.S.C. 1483, 1484)

Full Time College Student: A person who is of legal age or an emancipated minor under state law and attending school or vocational training on a full-time basis.

General Counsel: The General Counsel of HUD

Grantee: the person or legal entity to which a grant is awarded and that is accountable for the use of the funds provided

Guest: only for purposes of 24 CFR part 5, subparts A and I, and parts 882, 960, 966 and 982, means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of parts 966 and 982 apply to guest as so defined

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

Household: for purposes of 24 CFR part 5 subpart I, and parts, 960, 966, 882, and 982, means the family and PHA-approved live-in aide

Housing Program:

(1) The housing programs administered by the Assistant Secretary for Housing-Federal Housing Commissioner; and

(2) The Programs contained in chapter VIII of this title 24 that assist rental projects that meet the definition of project for the elderly or persons with disabilities in this subpart C

Housing covered programs: The following programs administered by the Assistant Secretary for Housing:

(1) Section 235 of the National Housing Act (12 U.S.C. 1715z) (the Section 235 Program)

(2) Section 236 of the National Housing Act (12 U.S.C. 1715z-1) (tenants paying below market rent only) (the Section 236 Program); and

(3) Section 101 of the Housing and Urban Development Act of 1965 (12 U.S.C.1701s) (the Rent Supplement Program)

HUD: means the same as the Department

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

Individualized assessment:

(1) Number or proportion of LEP persons served or encountered in the eligible service population (‘‘served or encountered’’ includes those persons who would be served or encountered by the recipient if the persons were afforded adequate education and outreach);

(2) frequency with which LEP persons come into contact with the program;

(3) nature and importance of the program, activity, or service provided by the program; and

(4) resources available to the recipient and costs to the recipient.

Individual owner applicant: Except as excluded pursuant to 42 U.S.C. 3543(b), 3544(a)(2), or paragraph (2) of this definition, this term means:

(a) An individual who seeks to participate as a private owner in any of:
  (i) the project-based assistance programs under Section 8 of the 1937 Act; or
  (ii) the programs in 24 CFR parts 215, 221, 235 (without homeownership assistance), or 236, including where the individual seeks to assume an existing mortgage; or

(b) An individual who either:
  (i) applies for a mortgage or loan insured or coinsured under any of the programs referred to in paragraph (1)(iii) of the definition of "entity applicant" in this section; or
  (ii) seeks to assume an existing mortgage or loan; and
  (iii) intends to hold the mortgaged property in his or her individual right.

IRS: means the Internal Revenue Service

INS: The U.S. Immigration and Naturalization Service

Income information: information relating to an individual's income, including;

(1) All employment income information known to current or previous employers or other income sources that HUD or the processing entity determines is necessary for purposes of determining and assistance applicant's or participant's eligibility for, or level of assistance in, a covered program;

(2) All information about wages, as defined in the State's unemployment compensation law, including and Social Security Number; name of the employee; quarterly wages of the employee; and the name, full address, telephone number, and, when known, Employer Identification Number of an employer reporting wages under a State unemployment compensation law;

(3) With respect to unemployment compensation:
  (i) Whether an individual is receiving, has received, or has applied for unemployment compensation
  (ii) The amount of unemployment compensation the individual is receiving or is entitled to receive; and
  (iii) The period with respect to which the individual actually received such compensation;

(4) Unearned IRS income and self-employment, wages and retirement income as described in the Internal Revenue Code, 26 U.S.C. 6103(I)(7); and

(5) Wage, social security (Title II), and supplemental security income (Title XVI) data obtained from the Social Security Administration

LAP: IMPLEMTATION PLAN

(1) Identifying LAP persons who need language assistance and the specific language assistance that is needed;
(2) Identifying ways in which language assistance will be provided;
(3) Providing effective outreach to the LAP community;
(4) Training staff;
(5) Translating informational materials in identified language(s) that detail services and activities provided to beneficiaries (e.g., model leases, tenants' rights and responsibilities brochures, fair housing materials, first-time homebuyer guide);
(6) Providing appropriately translated notices to LAP persons (e.g., eviction notices, security information, emergency plans);

(7) Providing interpreters for large, medium, small, and one-on-one meetings;
(8) Developing community resources, partnerships, and other relationships to help with the provision of LAP services; and
(9) Making provisions for monitoring and updating the LAP.

LEP(Limited English Proficient): A person or group of persons (generally totaling 1000) or more whose native language is not English and who may have difficulty in following program rules/policies as a result of their limited English proficiency.

Live-in aide: a person who resides with an elderly person or a person with a disability who:
(a) Is determined by the HA to be essential to the care and well-being of the person(s);
(b) Is not obligated for support of the person(s); and
(c) Would not be living in the unit except to provide necessary supportive services.
Relatives are not automatically excluded, but must meet the requirements above to qualify.
HUD allows a live-in aide's family members to reside in the unit, provided doing so does not increase the subsidy by the cost of an additional bedroom or overcrowd the unit. The income of this person would be excluded.

Low-income family: A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80 percent of the median income for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

MSA: a metropolitan statistical area

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

Mixed family: a family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status

National: a person who owes permanent allegiance to the United States (e.g. as a result of birth in a United States territory or possession)

NAHA: the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12701)

NEPA: The National Environmental Policy Act of 1969 (42 U.S.C. 4321)

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

NOFA: Notice of Funding Availability

Non-Reoccurring Income: Income that only occurs once or twice a year and is not from the same source, example a job that a person only works at once or twice a year for a limited time period not to exceed one or two weeks or a donation that is given only once a year and is limited to small amounts under $200.00.

Noncitizen: a person who is neither a citizen nor national of the United States
OMB: The Office of Management and Budget

Organizational Unit: The Jurisdictional area of each Assistant Secretary, and each office head or field administrator reporting directly to the Secretary

Other person under the tenant's control: the purposes of the definition of covered person and for parts 5, 882, 966, and 982 means that the person, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.

Owner: The person or entity (or employee of an owner) that leaves an assisted dwelling unit to an eligible family and includes, when applicable, a mortgagee.

Participant: Except as excluded pursuant to 42 U.S.C 3543(b) and 3544(a)(2), This term has the following meaning:

(1) For any program under 24CFR part 891, or Section 8 of the 1937 Act: A family receiving rental assistance under the program
(2) For the public housing program: A family or individual that is assisted under the program;
(3) For 24CFR parts 215, 221, 236, and 290: A tenant or qualified tenant under any of the programs; and
(4) For 24CFR part 235: A Homeowner or a cooperative member receiving homeownership Assistance.

Premises: For purposes of 24CFR part 5, subpart I, and parts 960 and 966, means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

Project for the elderly or persons with disabilities:

(1) For purposes of Housing Programs: A specific rental or cooperative multifamily property that, unless currently owned by HUD, is a subject to a first mortgage, and
  (a) That is assisted under statutory authority identified by HUD through notice;
  (b) That was designated for occupancy by elderly or disabled families when funds for the project was reserved, or when the commitment to insure the mortgage was issued or, if not then so designated, that is designated for such occupancy in an effective amendment to the regulatory agreement covering the project, made pursuant to the project owner's request, and that is assisted or insured under one of the programs identified by HUD through notice; or
  (c) For which preference in tenant selection is given for all units in the project to elderly or disabled families and that is owned by HUD or assisted under one of the programs identified by HUD through notice.
    (i) This term does not include health and care facilities that have mortgage insurance under the National Housing Act. This term also does not include any of the project owner's property that does not meet the criteria contained in any one of paragraphs (1) (a) through (c) of this definition, even if the property is adjacent to or under joint or common management with such specific property.

(2) Any Project assisted under title I of the United States Housing Act of 1937 (other than under Section 8 or 17 of the Act), including any building within a mixed-use project, that was designated for occupancy by the elderly or persons with disabilities at its inception or, although not so designated, for which the HCHA gives preference in tenant selection (with HUD approval) for all units in the project (or for a building within a mixed-use project) to elderly or disabled families. For purposes of this part, this term does not include projects assisted under the Low-Rent Housing Homeownership Opportunity program or under title II of the United States Housing Act of 1937.

Person with disabilities:

(a) a person who has a disability, as defined in 42 U.S.C. 423; has a developmental disability, as defined in 42 U.S.C. 6001; or is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that is expected to be of a long-continued and indefinite duration, that substantially impedes his or her ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions;

(b) Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome; and

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

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

Public Housing covered programs: The public housing programs administered by the Assistant Secretary for Public and Indian Housing under title I of the 1937 Act. This definition does not encompass those HUD programs providing assistance under Section 8 of the 1937 Act. (See definition of "Section 8 Covered Programs" in this section)

Public Housing Agency: Any state, county, municipality, or other governmental entity or public body, or agency or instrumentality of these entities, that is authorized to engage or assist in the development or operation of low-income housing under the 1937Act.

Project owner: An owner (including HUD, where HUD is the owner) or manager of a project for the elderly or persons with disabilities, or an agent authorized to act for an owner or manager of such housing.

Processing entity: The person or entity that, under any of the programs covered under this subpart B, is responsible for making eligibility and related determinations and income reexamination. (In the Section 8 and public housing programs, the "processing entity" is the "responsible entity" as defined in §5.100)

Responsible entity:

(1) For the Section 235 Program, the mortgagee;

(2) For the public housing program, the Section 8 tenant-based assistance program (part 982 of this title), and the Section 8 project-based certificate or voucher programs (part 983 of this title), and the Section 8 moderate rehabilitation program (part 882 of this title), responsible entity means the PHA administering the program under an ACC with HUD;

(3) For all other Section 8 programs, responsible entity means the Section 8 project Owner

Section 214: Section 214 of the Housing and Community Development Act of 1980, as amended (42 U.S.C. 1436a)

Section 214 covered programs: The collective term for the HUD programs to which the restrictions imposed by Section 214 apply. These programs are set forth in §5.500

Section 8: The Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f)

Section 8 covered programs: All HUD programs which assist housing under Section 8 of the 1937 Act, including Section 8-assisted housing for which loans are made under section 202 of the Housing Act of 1959

Secretary: The Secretary of Housing and Urban Development

Social Security Number (SSN): The nine-digit number that is assigned to a person by the Social Security Administration and that identifies the record of the person's earning reported to the Social Security Administration. The term does not include a number with a letter as a suffix that is used to identify an auxiliary beneficiary

SSA: Social Security Administration

Sporadic: Income that is received from an occasional source in small amounts (under $200.00) or a person who works at a job once only two or three times a year for a week or less each time

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

Tenant: An individual or a family renting or occupying and assisted dwelling unit. For purposes of this subpart E, the term tenant will also be used to include a homebuyer, where appropriate

Temporary: Income that is received from a job or employment that not expected to be of a permanent duration, such as a temporary census worker whose employment is not for more than 6 weeks

URA: The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4201-4655)

Utility allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA 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 a unit, if applicable, exceeds the total tenant payment for the family occupying the unit. (This definition is not used in the Section 8 voucher program, or for a public housing family that is paying a flat rent.)

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

Violent criminal activity: Any 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

UIV Sources:

The following sources will be used to provide verification of information:

The EIV system sponsored by HUD are the verification system that will be used to verify Social Security, SSI, Medicare, Wages received from employment, unemployment income, Black Lung benefits, Dual Entitlements from SSA, Disability income, Length of employment and Job History from employers.

HUD does not collect the information, the information in the system is reported by other entities such as the SSA, the Department of Labor from employers and the Department of Health and Human Services from employers. In the event

of a dispute, the PHA will give the tenant a copy of the information source listed and the tenant must go to the employer of record, Wage Department or Social Security Administration to get the information corrected. The HCHA cannot correct the data in the system, because it does not have the capability of providing this service to the tenants. The tenants must work with the source listed to get the data corrected.

HUD PASSBOOK RATE

As of 02/01/2016, the current HUD PASSBOOK RATE is .06% (six-one/hundredth percent).

XVIII. ATTACHMENTS

Attach a copy of the Flat Rent Schedule
Attach a copy of the Utility allowance schedule
Attach a copy of the Maintenance charges

HOWARD COUNTY HOUSING AUTHORITY
FLAT RENTS
EFFECTIVE OCTOBER 1, 2018

FLAT RENTS PER BEDROOM SIZE

DIERKS (25-01)	NASHVILLE (25-03)	NASHVILLE (25-04)	NASHVILLE-ELDERLY
1 Bedroom: $278.00	1 Bedroom: $298.00	2 Bedroom: $414.00	0 Bedroom: $266.00
2 Bedroom: $389.00	2 Bedroom: $410.00	3 Bedroom: $520.00	1 Bedroom: $295.00
3 Bedroom: $504.00	3 Bedroom: $524.00	4 Bedroom: $640.00	2 Bedroom: $415.00

DIERKS (AR025-01) APT. #35D - #64D

BR Size	Fair Market Rent	-	Utility Allowance	=	Flat Rent
1 BR	$ 380.00		$ 102.00		$ 278.00
2 BR	$ 501.00		$ 112.00		$ 389.00
3 BR	$ 630.00		$ 126.00		$ 504.00

NASHVILLE (AR025-03) APT. #01 - #34

BR Size	Fair Market Rent	-	Utility Allowance	=	Flat Rent
1 BR	$ 380.00		$ 82.00		$ 298.00
2 BR	$ 501.00		$ 91.00		$ 410.00
3 BR	$ 630.00		$ 106.00		$ 524.00

NASHVILLE (AR025-04) APT. #35 - #56 & #117 - #134 (Family Units)

BR Size	Fair Market Rent	-	Utility Allowance	=	Flat Rent
2 BR	$ 501.00		$ 87.00		$ 414.00
3 BR	$ 630.00		$ 110.00		$ 520.00
4 BR	$ 775.00		$ 135.00		$ 640.00

NASHVILLE (AR025-04) APT. #57 - #116 (Elderly/Disabled Only)

BR Size	Fair Market Rent	-	Utility Allowance	=	Flat Rent
0 BR	$ 333.00		$ 67.00		$ 266.00
1 BR	$ 380.00		$ 85.00		$ 295.00
2 BR	$ 501.00		$ 86.00		$ 415.00

HOWARD COUNTY HOUSING AUTHORITY
MAXIMUM RENTS
EFFECTIVE OCTOBER 1 2018

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DIERKS (AR025-01) APT. #35D - #64D

BR Size	Fair Market Rent	Utility Allowance	=	Maximum Rent
1 BR	$ 493.00	$ 102.00		$ 396.00
2 BR	$ 650.00	$ 112.00		$ 538.00
3 BR	$ 818.00	$ 126.00		$ 692.00

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NASHVILLE (AR025-03) APT. #01 - #34

BR Size	Fair Market Rent	-	Utility Allowance	=	Maximum Rent
1 BR	$ 493.00		$ 82.00		$ 411.00
2 BR	$ 650.00		$ 91.00		$ 559.00
3 BR	$ 818.00		$ 106.00		$ 712.00

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NASHVILLE (AR025-04) APT. #35 - #56 & #117 - #134 (Family Units)

BR Size	Fair Market Rent	-	Utility Allowance	=	Maximum Rent
2 BR	$ 650.00		$ 87.00		$ 563.00
3 BR	$ 818.00		$ 110.00		$ 708.00
4 BR	$ 1,007.00		$ 135.00		$ 872.00

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NASHVILLE (AR025-04) APT. #57 - #116 (Elderly/Disabled Only)

BR Size	Fair Market Rent	-	Utility Allowance	=	Maximum Rent
0 BR	$ 433.00		$ 67.00		$ 366.00
1 BR	$ 493.00		$ 85.00		$ 408.00
2 BR	$ 650.00		$ 86.00		$ 564.00

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HOWARD COUNTY HOUSING AUTHORITY
UTILITY ALLOWANCES
EFFECTIVE OCTOBER 1 2018

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DIERKS (AR025-01) APT. #35D - #64D
Herman Ave., Project Ave., E 10th St., Main Ave., Old Hwy 70N, & S. Arkansas Ave.

Utility	1 Bedroom	2 Bedroom	3 Bedroom
Gas	$ 36.00	$ 43.00	$ 41.00
Electric	$ 28.00	$ 31.00	$ 47.00
Water	$ 38.00	$ 38.00	$ 38.00
Total for AR025-01	$ 102.00	$ 112.00	$ 126.00

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NASHVILLE (AR025-03) APT. #01 - #34
Gaines St., Hardin St., Jones St., & Carver Circle (Family Units)

Utility	1 Bedroom	2 Bedroom	3 Bedroom
Gas	$ 54.00	$ 47.00	$ 59.00
Electric	$ 28.00	$ 44.00	$ 47.00
Total for AR025-03	$ 82.00	$ 91.00	$ 106.00

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NASHVILLE (AR025-04) APT. #35 - #56 & #117 - #134
Dillard St., Graves St. & Jones St. (Family units)

Utility	2 Bedroom	3 Bedroom	4 Bedroom
Gas	$ 48.00	$ 65.00	$ 76.00
Electric	$ 39.00	$ 45.00	$ 59.00
Total for AR025-04	$ 87.00	$ 110.00	$ 135.00

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NASHVILLE (AR025-04) APT. #57 - #116
S. Pope Street (Elderly/Disabled Only)

Utility	0 Bedroom	1 Bedroom	2 Bedroom
Gas	$ 42.00	$ 52.00	$ 58.00
Electric	$ 25.00	$ 33.00	$ 28.00
Total for AR025-04	$ 67.00	$ 85.00	$ 86.00

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HOWARD COUNTY HOUSING AUTHORITY
TENANT ABUSE OR NEGLIGENCE CHARGES
EFFECTIVE DATE SEPTEMBER 1, 2018

LABOR	$16.00 (OFFICE HOURS) $32.00 (AFTER HOURS)
MOW YARD	$25.00
REMOVE TRASH FROM YARD OR ROOF	$25.00
VEHICLE PARKED IN YARD	$15.00 PER VIOLATION
UNLOCK DOOR OR MAILBOX	$10.00 (OFFICE HOURS) $32.00 (AFTER HOURS)
RESCREEN DOOR OR WINDOW SCREEN	COST + LABOR
COMPLETE NEW DOOR /WINDOW SCREEN	COST + LABOR
WINDOW SHADES	$15.00 EACH
WINDOW BLINDS	$15.00 (SMALL) $21.00 (LARGE)
WINDOW GLASS	COST + LABOR
SCREEN DOOR LATCHES	$15.00 EACH
CURTAIN RODS	$4.00 (SHORT) $6.00 (LONG)
DOOR STOPS	$5.00 EACH
LIGHT BULBS	$2.00 EACH
LIGHT GLOBES	$10.00 EACH
SMOKE ALARM	$40.00
BATTERIES REMOVED FROM SMOKE ALARM	$15.00 FINE
RANGE KNOBS	$15.00 EACH
HEAT & AIR THERMOSTAT	$35.00 + LABOR
TOWEL RACK	$13.00 (18") $14.00 (24")
SOAP DISH, TOOTHBRUSH & TUMBLER HOLDER	$6.00 EACH
SHOWER ROD	$14.00
TOILET PAPER HOLDER	$9.00
TOILET PAPER ROLLER	$1.00
TOILET SEAT	$15.00 (ROUND) $20.00 (ELONGATED)
TOILET AND BATHROOM SINK	COST + LABOR
UNSTOP TOILET, TUB, BATHROOM SINK, KITCHEN SINK	$16.00 (OFFICE HOURS) $32.00 MINIMUM (AFTER HOURS) OR EXACT COST OF PARTS & LABOR FOR ANYTHING OVER 2 HOURS
DEADBOLT LOCK SET	$50.00
INTERIOR DOOR KNOBS	$20.00
STORAGE BUILDING/MAILBOX LOCKS	$30.00
MAKE NEW KEYS (LOST, ETC.)	$5.00
INTERIOR/EXTERIOR DOORS	COST + LABOR
HAUL OFF TRASH, FURNITURE, APPLIANCES, ETC	$40.00 + COST

PEST CONTROL: Routine pest control is not charged to the resident. However, additional services for infestation from tenant neglect, improper sanitary practices or entry refusal as well as any other infestation occurring in the resident's unit beyond the control of the Housing Authority will be billed to the residents at Contractor's rate. This list is not inclusive. Charges can be made for repair of Resident-damaged items not listed including labor, overtime charges, contractor's cost and overhead.