

# PHA Plans

## Streamlined Annual Version

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

OMB No. 2577-0226  
(exp. 05/31/2006)

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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937 that introduced 5-year and annual PHA Plans. The full PHA plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form allows eligible PHAs to make a streamlined annual Plan submission to HUD consistent with HUD's efforts to provide regulatory relief for certain types of PHAs. Public reporting burden for this information collection is estimated to average 11.7 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Privacy Act Notice.** The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Information in PHA plans is publicly available.

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# Streamlined Annual PHA Plan for Fiscal Year: 2004

**PHA Name: City of Glendale, Arizona  
Community Housing Division**



**NOTE: This PHA Plan template (HUD-50075-SA) is to be completed in accordance with instructions contained in previous Notices PIH 99-33 (HA), 99-51 (HA), 2000-22 (HA), 2000-36 (HA), 2000-43 (HA), 2001-4 (HA), 2001-26 (HA), 2003-7 (HA), and any related notices HUD may subsequently issue.**

### Streamlined Annual PHA Plan Agency Identification

**PHA Name: City of Glendale, Arizona  
Community Housing Division**

**PHA Number: AZ003**

**PHA Fiscal Year Beginning: 07/2004**

**PHA Programs Administered:**

**Public Housing and Section 8**     **Section 8 Only**     **Public Housing Only**  
Number of public housing units:                      Number of S8 units:                      Number of public housing units:  
Number of S8 units:

**PHA Consortia: (check box if submitting a joint PHA Plan and complete table)**

Participating PHAs	PHA Code	Program(s) Included in the Consortium	Programs Not in the Consortium	# of Units Each Program
Participating PHA 1:				
Participating PHA 2:				
Participating PHA 3:				

**PHA Plan Contact Information:**

Name: Karen Russell                                      Phone: 623-930-3701  
TDD:    Email (if available): krussell@glendaleaz.com

**Public Access to Information**

**Information regarding any activities outlined in this plan can be obtained by contacting: (select all that apply)**

PHA's main administrative office     PHA's development management offices

**Display Locations For PHA Plans and Supporting Documents**

The PHA Plan revised policies or program changes (including attachments) are available for public review and inspection.     Yes     No.

If yes, select all that apply:

Main administrative office of the PHA  
 PHA development management offices  
 Main administrative office of the local, county or State government  
 Public library                       PHA website                       Other (list below)

**On-site ROSS grant office**

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

Main business office of the PHA     PHA development management offices

Other (list below)

## Streamlined Annual PHA Plan Fiscal Year 20

[24 CFR Part 903.12(c)]

### Table of Contents

[24 CFR 903.7(r)]

Provide a table of contents for the Plan, including applicable additional requirements, and a list of supporting documents available for public inspection.

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#### A. PHA PLAN COMPONENTS

- 1. Site-Based Waiting List Policies  
**903.7(b)(2) Policies on Eligibility, Selection, and Admissions**
- 2. Capital Improvement Needs  
**903.7(g) Statement of Capital Improvements Needed**
- 3. Section 8(y) Homeownership  
**903.7(k)(1)(i) Statement of Homeownership Programs**
- 4. Project-Based Voucher Programs
- 5. PHA Statement of Consistency with Consolidated Plan. Complete only if PHA has changed any policies, programs, or plan components from its last Annual Plan.
- 6. Supporting Documents Available for Review
- 7. Capital Fund Program and Capital Fund Program Replacement Housing Factor, Annual Statement/Performance and Evaluation Report
- 8. Capital Fund Program 5-Year Action Plan

#### ATTACHMENTS TO PLAN

- **SECTION 8 ADMINISTRATIVE PLAN (Including Informal Review and Informal Hearing Procedures) — (az003a01)**
- **PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY (Including Grievance Procedure and Pet Policy) — (az003b01)**

**B. SEPARATE HARD COPY SUBMISSIONS TO LOCAL HUD FIELD OFFICE**

**Form HUD-50076, PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the Streamlined Annual Plan** identifying policies or programs the PHA has revised since submission of its last Annual Plan, and including Civil Rights certifications and assurances the changed policies were presented to the Resident Advisory Board for review and comment, approved by the PHA governing board, and made available for review and inspection at the PHA’s principal office;

For PHAs Applying for Formula Capital Fund Program (CFP) Grants:

**Form HUD-50070, Certification for a Drug-Free Workplace;**

**Form HUD-50071, Certification of Payments to Influence Federal Transactions;** and

**Form SF-LLL & SF-LLLa, Disclosure of Lobbying Activities.**

**1. Site-Based Waiting Lists (Eligibility, Selection, Admissions Policies)**

[24 CFR Part 903.12(c), 903.7(b)(2)]

Exemptions: Section 8 only PHAs are not required to complete this component.

**A. Site-Based Waiting Lists-Previous Year**

1. Has the PHA operated one or more site-based waiting lists in the previous year? If yes, complete the following table; if not skip to B. NO

Site-Based Waiting Lists				
Development Information: (Name, number, location)	Date Initiated	Initial mix of Racial, Ethnic or Disability Demographics	Current mix of Racial, Ethnic or Disability Demographics since Initiation of SBWL	Percent change between initial and current mix of Racial, Ethnic, or Disability demographics

2. What is the number of site based waiting list developments to which families may apply at one time?
3. How many unit offers may an applicant turn down before being removed from the site-based waiting list?
4.  Yes  No: Is the PHA the subject of any pending fair housing complaint by HUD or any court order or settlement agreement? If yes, describe the order, agreement or complaint and describe how use of a site-based waiting list will not violate or be inconsistent with the order, agreement or complaint below:

## B. Site-Based Waiting Lists – Coming Year

If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to next component.

1. How many site-based waiting lists will the PHA operate in the coming year?
2.  Yes  No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?  
If yes, how many lists?
3.  Yes  No: May families be on more than one list simultaneously?  
If yes, how many lists?
4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?
  - PHA main administrative office
  - All PHA development management offices
  - Management offices at developments with site-based waiting lists
  - At the development to which they would like to apply
  - Other (list below)

## 2. Capital Improvement Needs

[24 CFR Part 903.12 (c), 903.7 (g)]

Exemptions: Section 8 only PHAs are not required to complete this component.

### A. Capital Fund Program

1.  Yes  No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete items 7 and 8 of this template (Capital Fund Program tables). If no, skip to B.
2.  Yes  No: Does the PHA propose to use any portion of its CFP funds to repay debt incurred to finance capital improvements? If so, the PHA must identify in its annual and 5-year capital plans the development(s) where such improvements will be made and show both how the proceeds of the financing will be used and the amount of the annual payments required to service the debt. (Note that separate HUD approval is required for such financing activities.).

**B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)**

Applicability: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

1.  Yes  No: Has the PHA received a HOPE VI revitalization grant? (if no, skip to #3; if yes, provide responses to the items on the chart located on the next page, copying and completing as many times as necessary).
2. Status of HOPE VI revitalization grant(s):

HOPE VI Revitalization Grant Status	
a. Development Name:	
b. Development Number:	
c. Status of Grant:	
	<input type="checkbox"/> Revitalization Plan under development
	<input type="checkbox"/> Revitalization Plan submitted, pending approval
	<input type="checkbox"/> Revitalization Plan approved
	<input type="checkbox"/> Activities pursuant to an approved Revitalization Plan underway

3.  Yes  No: Does the PHA expect to apply for a HOPE VI Revitalization grant in the Plan year?  
If yes, list development name(s) below:
4.  Yes  No: Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year? If yes, list developments or activities below:
5.  Yes  No: Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement? If yes, list developments or activities below:

**3. Section 8 Tenant Based Assistance--Section 8(y) Homeownership Program**  
(if applicable) [24 CFR Part 903.12(c), 903.7(k)(1)(i)]

1.  Yes  No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If "No", skip to the next component; if "yes", complete

each program description below (copy and complete questions for each program identified.)

2. Program Description:

a. Size of Program

Yes  No: Will the PHA limit the number of families participating in the Section 8 homeownership option?

If the answer to the question above was yes, what is the maximum number of participants this fiscal year? ≤6

b. PHA-established eligibility criteria

Yes  No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria? If yes, list criteria:

**No outstanding debt to CHD or any other PHA  
Successfully complete one-year initial voucher rental lease in CHD program, with the exception of portables.  
No rental assistance program violations**

c. What actions will the PHA undertake to implement the program this year (list)?

**Determine program-partners' policy on S8 participant acceptance into their programs.  
Meet with local banks to determine level of participation.**

3. Capacity of the PHA to Administer a Section 8 Homeownership Program:

The PHA has demonstrated its capacity to administer the program by (select all that apply):

- Establishing a minimum homeowner downpayment requirement of at least 3 percent of purchase price and requiring that at least 1 percent of the purchase price comes from the family's resources.
- Requiring that financing for purchase of a home under its Section 8 homeownership will be provided, insured or guaranteed by the state or Federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards.
- Partnering with a qualified agency or agencies to administer the program (list name(s) and years of experience below):
- Demonstrating that it has other relevant experience (list experience below):  
**Habitat for Humanity since 1987 (17 years)  
Los Vecinos Housing Development since 1993 (11 years)  
Community Services of Arizona since 1993 (11 years)**

**4. Use of the Project-Based Voucher Program**

**Intent to Use Project-Based Assistance**

Yes  No: Does the PHA plan to “project-base” any tenant-based Section 8 vouchers in the coming year? If the answer is “no,” go to the next component. If yes, answer the following questions.

1.  Yes  No: Are there circumstances indicating that the project basing of the units, rather than tenant-basing of the same amount of assistance is an appropriate option? If yes, check which circumstances apply:

- low utilization rate for vouchers due to lack of suitable rental units
- access to neighborhoods outside of high poverty areas
- other (describe below:)

2. Indicate the number of units and general location of units (e.g. eligible census tracts or smaller areas within eligible census tracts):

### **5. PHA Statement of Consistency with the Consolidated Plan**

[24 CFR Part 903.15]

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary) only if the PHA has provided a certification listing program or policy changes from its last Annual Plan submission.

1. Consolidated Plan jurisdiction: **City of Glendale, AZ**

2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

- The PHA has based its statement of needs of families on its waiting lists on the needs expressed in the Consolidated Plan/s.
- The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
- The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)
- Other: (list below)

3. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

**The City of Glendale’s Consolidated Plan fully supports the goals and objectives of the PHA Agency Plan and will work collaboratively with the CHD to help ensure that the Agency Plan goals are achieved.**



## 6. Other Information

[24 CFR Part 903.13, 903.15]

### a. (1) Resident Advisory Board Recommendations

- a.  Yes  No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?

If yes, provide the comments below:

Board did not comment on the Plan as a whole. Comment was regarding the inclusion of PIH Notice 2003-27, Guidance to Public Housing Agencies on Providing Information to Law Enforcement on Possible Fleeing Felons. Comment was that this item included in the ACOP would benefit residents as well as the housing authority and law enforcement.

“It also protects the family...because the housing authority knows who is in the household. It gives them a heads up on who is going in and out of the unit. It is also a heads up for the community as well to watch out for one another.”

- b. In what manner did the PHA address those comments? (select all that apply)

Considered comments, but determined that no changes to the PHA Plan were necessary.

The PHA changed portions of the PHA Plan in response to comments  
List changes below:

Other: (list below)

Board comments were positive support of the Law Enforcement Cooperation Notice. No action was necessary.

## 7. Supporting Documents Available for Review for Streamlined Annual PHA Plans

PHAs are to indicate which documents are available for public review by placing a mark in the “Applicable & On Display” column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
N/A	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans;</i>	5 Year and Annual Plans
✓	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Streamlined Annual Plan</i>	Streamlined Annual Plans
✓	<i>Certification by State or Local Official of PHA Plan Consistency with Consolidated Plan.</i>	5 Year and standard Annual Plans
✓	Fair Housing Documentation Supporting Fair Housing Certifications: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
✓	Housing Needs Statement of the Consolidated Plan for the jurisdiction(s) in which the PHA is located and any additional backup data to support statement of housing needs for families on the PHA's public housing and Section 8 tenant-based waiting lists.	Annual Plan: Housing Needs
✓	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
✓	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP] and the Site-Based Waiting List Procedure.	Annual Plan: Eligibility, Selection, and Admissions Policies
✓	Deconcentration Income Analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
N/A	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. <input type="checkbox"/> Check here if included in the public housing A&O Policy.	Annual Plan: Eligibility, Selection, and Admissions Policies
✓	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
✓	Public housing rent determination policies, including the method for setting public housing flat rents. <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
✓	Schedule of flat rents offered at each public housing development. <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
✓	Section 8 rent determination (payment standard) policies (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment standard policies. <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Rent Determination
✓	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation).	Annual Plan: Operations and Maintenance
✓	Results of latest Public Housing Assessment System (PHAS) Assessment (or other applicable assessment).	Annual Plan: Management and Operations
N/a	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-Sufficiency
✓	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
✓	Any policies governing any Section 8 special housing types <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
✓	Public housing grievance procedures <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
✓	Section 8 informal review and hearing procedures. <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
✓	The Capital Fund/Comprehensive Grant Program Annual Statement /Performance and Evaluation Report for any active grant year.	Annual Plan: Capital Needs
✓	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants.	Annual Plan: Capital Needs
N/A	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans, or any other approved proposal for development of public housing.	Annual Plan: Capital Needs
✓	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. See PIH Notice 99-52 (HA).	Annual Plan: Capital Needs
N/A	Approved or submitted applications for demolition and/or disposition of public housing.	Annual Plan: Demolition and Disposition
NA	Approved or submitted applications for designation of public housing (Designated Housing Plans).	Annual Plan: Designation of Public Housing

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
N/A	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937.	Annual Plan: Conversion of Public Housing
N/A	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	Annual Plan: Voluntary Conversion of Public Housing
N/A	Approved or submitted public housing homeownership programs/plans.	Annual Plan: Homeownership
✓	Policies governing any Section 8 Homeownership program (Section <u>24.0</u> of the Section 8 Administrative Plan)	Annual Plan: Homeownership
✓	Public Housing Community Service Policy/Programs <input checked="" type="checkbox"/> Check here if included in Public Housing A & O Policy	Annual Plan: Community Service & Self-Sufficiency
✓	Cooperative agreement between the PHA and the TANF agency and between the PHA and local employment and training service agencies.	Annual Plan: Community Service & Self-Sufficiency
✓	FSS Action Plan(s) for public housing and/or Section 8.	Annual Plan: Community Service & Self-Sufficiency
✓	Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing.	Annual Plan: Community Service & Self-Sufficiency
✓	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports for public housing.	Annual Plan: Community Service & Self-Sufficiency
✓	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). <input type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Pet Policy
✓	The results of the most recent fiscal year audit of the PHA conducted under the Single Audit Act as implemented by OMB Circular A-133, the results of that audit and the PHA's response to any findings.	Annual Plan: Annual Audit
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)
N/A	Consortium agreement(s) and for Consortium Joint PHA Plans <u>Only</u> : Certification that consortium agreement is in compliance with 24 CFR Part 943 pursuant to an opinion of counsel on file and available for inspection.	Joint Annual PHA Plan for Consortia: Agency Identification and Annual Management and Operations

**CAPITAL FUND PROGRAM TABLES START HERE**

**8. Capital Fund Program Five-year Action Plan**

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: City of Glendale Housing Authority		Grant Type and Number Capital Fund Program Grant No: AZ20P00350104 Replacement Housing Factor Grant No:			Federal FY of Grant: <b>2004</b>
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:    ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements	15,000.00			
4	1410 Administration	35,000.00			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	10,000.00			
8	1440 Site Acquisition				
9	1450 Site Improvement	35,400.00			
10	1460 Dwelling Structures	133,600.00			
11	1465.1 Dwelling Equipment—Nonexpendable	21,000.00			
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	250,000.00			
22	Amount of line 21 Related to LBP Activities				

<b>Annual Statement/Performance and Evaluation Report</b>								
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)</b>								
<b>Part II: Supporting Pages</b>								
PHA Name: City of Glendale Housing Authority			Grant Type and Number Capital Fund Program Grant No: AZ20P00350104 Replacement Housing Factor Grant No:			Federal FY of Grant: 2004		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA-Wide	Office Upgrade/Equipment	1408		15,000.00				
HA-Wide	Administrative Cost & Training	1410		35,000.00				
HA-Wide	Architectural & Design Cost	1430		10,000.00				
AZ 3-1	Parking Lot Upgrades	1450		20,000.00				
AZ 3-1	Roof Replacement	1460		23,000.00				
AZ 3-1	Exterior Painting	1460		40,000.00				
AZ 3-1	Interior Painting	1460		5,000.00				
AZ 3-1	Vertical Blinds	1460		4,600.00				
AZ 3-1	Exterior Door Replacement	1460		4,000.00				
AZ 3-1	Appliance Replacement	1465		8,000.00				
AZ 3-2	Exterior Upgrades	1450		4,000.00				
AZ 3-2	Exterior Door Replacement	1460		4,000.00				
AZ 3-2	Interior Painting	1460		6,500.00				
AZ 3-2	Vertical Blinds	1460		6,000.00				
AZ 3-2	Roof Replacement	1460		31,000.00				
AZ 3-2	Appliance Replacement	1465		10,000.00				

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)</b> <b>Part II: Supporting Pages</b>								
PHA Name: City of Glendale Housing Authority			Grant Type and Number Capital Fund Program Grant No: AZ20P00350104 Replacement Housing Factor Grant No:			Federal FY of Grant: 2004		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
AZ 3-4	Exterior Upgrades	1450		11,400.00				
AZ 3-4	Interior Painting	1460		2,500.00				
AZ 3-4	Vertical Blinds	1460		2,000.00				
AZ 3-4	Carpet Replacement	1460		5,000.00				
AZ 3-4	Appliance Replacement	1465		3,000.00				

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part III: Implementation Schedule**

PHA Name: <b>City of Glendale Housing Authority</b>		Grant Type and Number Capital Fund Program No: AZ20P00350104 Replacement Housing Factor No:					Federal FY of Grant: 2004	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
	Original	Revised	Actual	Original	Revised	Actual		
HA-Wide	6/30/06			6/30/08				
AZ 3-1	6/30/06			6/30/08				
AZ 3-2	6/30/06			6/30/08				
AZ 3-4	6/30/06			6/30/08				

## 8. Capital Fund Program Five-Year Action Plan

### Capital Fund Program Five-Year Action Plan

#### Part I: Summary

PHA Name <b>City of Glendale</b> Housing Authority		<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:			
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: 2005 PHA FY: 2005	Work Statement for Year 3 FFY Grant: 2006 PHA FY: 2006	Work Statement for Year 4 FFY Grant: 2007 PHA FY: 2007	Work Statement for Year 5 FFY Grant: 2008 PHA FY: 2008
	Annual Statement				
AZ 3-1		98,000.00	88,100.00	49,000.00	75,000.00
AZ 3-2		116,000.00	103,500.00	84,000.00	92,600.00
AZ 3-4		11,400.00	33,400.00	72,400.00	22,400.00
HA-Wide		65,000.00	65,000.00	85,000.00	60,000.00
CFP Funds Listed for 5-year planning		290,400.00	290,400.00	290,400.00	250,000.00
Replacement Housing Factor Funds					



## 8. Capital Fund Program Five-Year Action Plan

### Capital Fund Program Five-Year Action Plan

#### Part II: Supporting Pages—Work Activities

Activities for Year 1	Activities for Year: 2 FFY Grant: 2005 PHA FY: 2005			Activities for Year: 3 FFY Grant: 2006 PHA FY: 2006		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
<b>See</b>	AZ 3-1	Smoke Detectors	5,100.00	AZ 3-1	Tile/Carpet	12,000.00
<b>Annual</b>	AZ 3-1	Appliance Replacement	8,000.00	AZ 3-1	Phase II, III Water Lines	70,000.00
<b>Statement</b>	AZ 3-1	Exterior Painting	10,000.00	AZ 3-1	Phase I Waste Lines	69,400.00
	AZ 3-1	Tile/Carpet	12,000.00	AZ 3-1	Tree Remove/Replace	3,000.00
	AZ 3-1	Revamp Sewer Line from Office to Street	5,000.00	AZ 3-1	Window Covering	3,000.00
	AZ 3-1	Roof Replacement	10,000.00	AZ 3-1	Appliance Replacement	10,000.00
	AZ 3-1	Phase I Water Lines	35,000.00	AZ 3-1	Interior Painting	5,000.00
	AZ 3-1	Tree Removal/Replace	3,400.00			
	AZ 3-2	Exterior Upgrades	45,500.00	AZ 3-2	Tile/Carpet	12,000.00
	AZ 3-2	Appliance Replacement	8,000.00	AZ 3-2	Tree Removal/Replace	3,000.00
	AZ 3-2	Carpet Replacement	12,000.00	AZ 3-2	Window Covering	3,000.00
	AZ 3-2	Tree Removal/Replace	3,000.00	AZ 3-2	Appliance Replacement	10,000.00
	AZ 3-2	Roof Replacement	35,000.00	AZ 3-2	Interior Painting	5,000.00
	AZ 3-4	Carpet Replacement	7,000.00			
	AZ 3-4	Exterior Painting	10,000.00	AZ 3-4	Tree Removal/Replace	3,000.00
	AZ 3-4	Appliance Replacement	5,000.00	AZ 3-4	Window Covering	3,000.00
	AZ 3-4	Smoke Detectors	3,400.00	AZ 3-4	Appliance Replacement	7,000.00
	AZ 3-4	Tree Removal/Replace	3,000.00	AZ 3-4	Carpet Replacement	7,000.00
	AZ 3-4	Replace Sewer Conjunction & Main Tap	5,000.00			
	HA-Wide	Management, Administrative, Fees	65,000.00	HA-Wide	Management, Administrative, Fees	65,000.00
	Total CFP Estimated Cost		\$290,400.00			\$290,400.00

## 8. Capital Fund Program Five-Year Action Plan

### Capital Fund Program Five-Year Action Plan

#### **Part II: Supporting Pages—Work Activities**

Activities for Year : 4 FFY Grant: 2007 PHA FY: 2007			Activities for Year: 5 FFY Grant: 2008 PHA FY: 2008		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
AZ 3-1	Carpet Replacement	15,000.00	AZ 3-1	Appliance Replacement	8,000.00
AZ 3-1	Interior Painting	6,000.00	AZ 3-1	Carpet Replacement	7,000.00
AZ 3-1	Tree Removal/Replace	4,000.00	AZ 3-1	Interior Painting	6,000.00
AZ 3-1	Appliance Replacement	12,000.00	AZ 3-1	Tree Removal/Replace	3,500.00
AZ 3-1	Smoke Detectors	2,000.00	AZ 3-1	Ceiling Fans	10,000.00
AZ 3-1	Slurry Coat Parking Lot	10,000.00	AZ 3-1	Window Covering	3,000.00
			AZ 3-1	Replace Security Screens	37,500.00
AZ 3-2	Carpet Replacement	15,000.00			
AZ 3-2	Asphalt Parking Lot	45,000.00	AZ 3-2	Appliance Replacement	10,000.00
AZ 3-2	Tree Removal/Replace	4,000.00	AZ 3-2	Carpet Replacement	11,200.00
AZ 3-2	Appliance Replacement	12,000.00	AZ 3-2	Interior Painting	8,400.00
AZ 3-2	Smoke Detector	2,000.00	AZ 3-2	Tree Removal/Replace	4,000.00
AZ 3-2	Interior Painting	6,000.00	AZ 3-2	Ceiling Fans	15,000.00
			AZ 3-2	Window Covering	4,000.00
AZ 3-4	Carpet Replacement	13,400.00	AZ 3-2	Exterior Painting	40,000.00
AZ 3-4	Interior Painting	4,000.00			
AZ 3-4	Exterior Painting	35,000.00	AZ 3-4	Appliance Replacement	5,500.00
AZ 3-4	Appliance Replacement	8,000.00	AZ 3-4	Carpet Replacement	4,500.00
AZ 3-4	Tree Removal	3,000.00	AZ 3-4	Interior Painting	4,000.00
AZ 3-4	Smoke Detector	1,000.00	AZ 3-4	Tree Removal/Replace	2,500.00
AZ 3-4	Slurry Coat Parking	8,000.00	AZ 3-4	Smoke Detector	3,400.00
			AZ 3-4	Window Covering	2,500.00
HA-Wide	Management, Administrative, Fees	65,000.00	HA-Wide	Management, Administrative, Fees	60,000.00
HA-Wide	Power Lawn Equipment	20,000.00			
Total CFP Estimated Cost		\$290,400.00			\$250,000.00

**City of Glendale, Arizona  
Community Housing Division**



**Section 8  
Administrative Plan**

Revision Date April 2004



**City of Glendale  
Community Housing Division**

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## **STATEMENT OF OVERALL ADMINISTRATIVE APPROACH**

A major goal of the City of Glendale Community Housing Division (CHD) is to develop, promote, and administer an assisted housing program within the authorized area of operation; to provide decent, safe, and sanitary housing for low-income families. This will be done in an efficient and economical manner consistent with local and federal goals and objectives; to efficiently administer projects and programs as approved by the Annual Contributions Contract with the U.S. Department of Housing and Urban Development (HUD); and to develop assisted housing, thereby promoting increased diversity and vitality of neighborhoods through the spatial deconcentration of housing opportunities for low income persons.

### **1.0 EQUAL OPPORTUNITY (982.53)**

#### **1.1. FAIR HOUSING**

It is the policy of the City of Glendale, Community Housing Division (CHD) to comply fully with all Federal, State, and local nondiscrimination laws; the Americans With Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the ground of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the CHD housing programs.

To further its commitment to full compliance with applicable Civil Rights laws, the CHD will provide Federal/State/local information to applicants for and participants in the Section 8 Housing Choice Voucher Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the CHD office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

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

The term “disability” means the following:

A physical, mental, or emotional impairment that substantially limits one or more of the major life activities of an individual;

A developmental disability;

A record of such impairment; or

Being regarded as having such an impairment

NOTE: Those individuals having such impairment may include conditions such as obesity or cosmetic disfigurement. Individuals with contagious diseases who do not pose a direct threat to others are covered by the Act. AIDS victims and those who test positive for the HIV virus are considered to have a disability.

To further its commitment to full compliance with applicable Civil Rights laws, the CHD will provide Federal, State, local information to voucher holders regarding "discrimination" and any recourse available to them if they are victims of discrimination. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the voucher holder's briefing packet.

The CHD's policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodations so that they may fully access and utilize the housing program and related services. The availability of specific accommodations will be made known by including notices on CHD forms and letters to all families, and all requests will be verified so that the CHD can properly accommodate the need presented by the disability. A designee will be allowed to provide some information, but reasonable accommodation will be made for persons with a disability who require an advocate or accessible offices. Request for reasonable accommodations from persons with disabilities will be granted upon verification that they meet the need presented by the disability and they do not create an undue financial and administrative burden for the CHD.

Exception Rents for Person with Disabilities. The CHD may approve an exception rent up to 120 percent of the FMR, as a reasonable accommodation to a family member who is a person with a disability.

## **1.2. REASONABLE ACCOMMODATION**

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the CHD housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the CHD will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the CHD will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

Special Housing Types: The CHD will permit use of any Special Housing type if it is needed as a reasonable accommodation for persons with disabilities. The applicant/participant must demonstrate that it is needed as a reasonable accommodation for a person with a disability. Acceptable demonstration will include documentation from one or more knowledgeable professionals who are familiar with the applicant/participant and/or the type of special housing requested as accommodation.

An example of acceptable documentation would be a letter to the CHD describing how the special housing type provides the accommodation that the person is requesting. The request and documentation will be reviewed by the Housing Manager, and a written response stating approval or disapproval will be sent to the applicant/participant within 10 calendar days of receipt of the request. A copy of the CHD's response with supporting documentation will be maintained in the applicant/participant's file. The requested housing type must be approved by all other HUD standards and HQS requirements in Accordance with 24 CFR 982, Section M, Special Housing Types.

Any of the following Special Housing Types may be used:

- Single Room Occupancy Housing
- Congregate Housing
- Group Home
- Shared Housing
- Cooperative Housing
- Manufactured Housing

### **1.3. COMMUNICATION**

Anyone requesting an application will also receive a Request for Reasonable Accommodation Form.

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

All decisions granting or denying requests will be in writing.

### **1.4. QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION**

- A. Is the requestor a person with disabilities? For this purpose, the definition of disabilities is different from the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is

regarded as having such impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the CHD will obtain verification that the person requesting the accommodation is a person with a disability.

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the CHD will obtain documentation that the requested accommodation is needed due to the disability. The CHD will not inquire as to the nature of the disability.
- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
1. Would the accommodation constitute a fundamental alteration? The CHD's business is housing. If the request would alter the fundamental business that the CHD conducts, that would not be reasonable. For instance, the CHD would deny a request to have the CHD do grocery shopping for the person with disabilities.
  2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the CHD may request a meeting with the individual to investigate and consider equally effective alternatives.

Generally, the individual knows best what they need; however, the CHD retains the right to be shown how the requested accommodation enables the individual to access or use the CHD's programs or services.

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

If the participant requests, as a reasonable accommodation, that he or she be permitted to make physical modifications to their dwelling unit, at their own expense, the request should be made to the property owner/manager. The CHD does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible. CHD may, however, grant a higher payment standard for units where property owners make physical modifications for persons with disabilities so long as the payment standard does not exceed 110% of FMRs.

Any request for an accommodation that would enable a participant to materially violate family obligations will not be approved.

### **1.5. SERVICES FOR NON-ENGLISH SPEAKING PERSONS AND PARTICIPANTS**

All applicants that appear to be experiencing difficulties communicating in English will be asked if they need to communicate in a language other than English (including sign language or Braille). Their needs will be accommodated as much as possible to a reasonable extent. If another family member or a friend can translate, this option will be utilized to the maximum degree possible. The CHD will endeavor to have bilingual staff or access to people who speak languages other than English.

### **1.6. FAMILY/OWNER OUTREACH**

Program administration and outreach will be done in accordance with the Equal Housing Opportunity Plan. Public notification is given to applicants and owners as may be necessary in local English and Spanish newspapers, radio stations, and television stations. All advertisements contain the equal opportunity slogan and logo. Public announcements contain an explanation of the availability of the programs and invite participation by owners, and low- and very low-income families. Press releases are made as necessary. Details regarding where and when to apply are included as well as other appropriate information, to include notice of suspension of application intake. Special contacts are made as needed with local agencies who are service providers for very low income, two-parent working families, minority-elderly and persons with handicaps or disabilities. The CHD will conduct outreach to solicit participation of property owners in the Section 8 program. The outreach will:

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

The CHD will particularly encourage owners of suitable units located outside of low-income or minority concentration to attend. Targeted mailing lists will be developed and announcements sent out.

### **1.7. RIGHT TO PRIVACY**

All adult members of both applicant and participant households are required to annually sign HUD Form 9886, *Authorization for Release of Information and Privacy Act Notice*. The *Authorization for Release of Information and Privacy Act Notice* states how family information will be released and includes the *Federal Privacy Act Statement*.

Any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant.

### **1.8. REQUIRED POSTINGS**

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

- A. Notice of the status of the waiting list (opened or closed)
- B. Address of all CHD offices, office hours, telephone numbers, TDD numbers, and hours of operation
- C. Income Limits for Admission

## **2.0 CHD/OWNER RESPONSIBILITY/OBLIGATION OF THE FAMILY**

This Section outlines the responsibilities and obligations of the CHD, the Section 8 owners/landlords, and the participating families.

### **2.1 CHD RESPONSIBILITIES**

The following set forth the CHD responsibilities to the Section 8 Housing Choice Voucher program:

- A. The CHD will comply with the consolidated ACC, the application, HUD regulations and other requirements, and this CHD Section 8 Administrative Plan.
- B. In administering the program, the CHD will:
  - 1. Publish and disseminate information about the availability and nature of housing assistance under the program;
  - 2. Explain the program to owners and families;
  - 3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
  - 4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;
  - 5. Affirmatively further fair housing goals and comply with equal opportunity requirements;
  - 6. Make efforts to help disabled persons find satisfactory housing;

7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
8. Determine who can live in the assisted unit at admission and during the family's participation in the program;
9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;
10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;
11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;
12. Determine the amount of the housing assistance payment for a family;
13. Determine the maximum rent to the owner and whether the rent is reasonable;
14. Make timely housing assistance payments to an owner in accordance with the HAP contract;
15. Examine family income, size, and composition at admission and at least annually during the family's participation in the program. The examination includes verification of income and other family information;
16. Establish and adjust the CHD utility allowance;
17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the CHD, if the owner defaults (e.g., HQS violation);
18. Determine whether to terminate assistance to a participant family for violation of family obligations;
19. Conduct informal reviews of certain CHD decisions concerning applicants for participation in the program;
20. Conduct informal hearings on certain CHD decisions concerning participant families;
21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and
22. Administer an FSS program.

## **2.2 OWNER RESPONSIBILITY** (§982.452)

(Also, see [Section 12.2](#) for additional Owner Responsibilities)

- A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.
- B. The owner is responsible for:
  - 1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
  - 2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
  - 3. Complying with equal opportunity requirements.
  - 4. Complying with the Housing Assistance Payment contract (HAP).
  - 5. Preparing and furnishing to the CHD information required under the HAP contract.
  - 6. Collecting from the family:
    - a. Any security deposit required under the lease.
    - b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment).
    - c. Any charges for unit damage by the family.
  - 7. Entering into a lease and enforcing tenant obligations under the lease.
  - 8. Paying for utilities and services (unless paid by the family under the lease.)
  - 9. The owner may not collect side payments from the Section 8 tenant.
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR §100.203.
- D. The owner is responsible for notifying CHD 60 calendar days prior to any rent increase request annually.



## 2.3 ***OBLIGATIONS OF THE PARTICIPANT*** (§982.551)

This Section states the obligations of a participant family under the program.

### A. Supplying required information:

1. The family must supply any information that the CHD or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release, or other documentation.
2. The family must supply any information requested by the CHD or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.
4. All information supplied by the family must be true and complete.

### B. HQS breach caused by the Family

The family is responsible for any HQS breach caused by the family or its guests.

### C. Allowing CHD Inspection

The family must allow the CHD to inspect the unit at reasonable times and after at least 2 days notice.

### D. Violation of Lease

The family may not commit any serious or repeated violation of the lease.

### E. Family Notice of Move or Lease Termination

The family must notify the CHD and the owner before the family moves out of the unit or terminates the lease by a notice to the owner.

### F. Owner Eviction Notice

The family must promptly give the CHD a copy of any owner eviction notice it receives.

G. Use and Occupancy of the Unit

1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
2. The CHD must approve the composition of the assisted family residing in the unit. Within 10 calendar days, the family must complete a change report, informing the CHD of the birth, adoption or court-awarded custody of a child. The family must request approval from the CHD to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).
3. Within 10 calendar days, the family must complete a change report, informing the CHD if any family member no longer resides in the unit.
4. If the CHD has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The CHD has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when the CHD consent may be given or denied.
5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with the lease, zoning requirements and the affected household member must obtain all appropriate licenses.
6. The family must not sublease or let the unit.
7. The family must not assign the lease or transfer the unit.

H. Absence from the Unit

The family must supply any information or certification requested by the CHD to verify that the family is living in the unit, or relating to family absence from the unit, including any CHD requested information or certification on the purposes of family absences. The family must cooperate with the CHD for this purpose. The family must promptly notify the CHD of its absence from the unit.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 calendar days. The family must request permission from the CHD for absences exceeding 30 calendar days. The CHD will make a determination within 5 business days of the request. An authorized absence may not exceed 180 calendar days. Any

family absent for more than 30 calendar days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization
2. Absences beyond the control of the family (i.e., death in the family, other family member illness)
3. Other absences that are deemed necessary by the CHD

I. Interest in the Unit

The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space, or during the use of a Homeownership voucher).

J. Fraud and Other Program Violation

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs.

K. Crime by Family Members

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

L. Other Housing Assistance

An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

M. Conduct

The members of the family may not engage in the use of illegal substances or alcohol, which interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

### **3.0 ELIGIBILITY FOR ADMISSION** (§982.201)

#### **3.1 INTRODUCTION**

There are five eligibility requirements for admission to Section 8 -- qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant

criteria, provides documentation of Social Security Numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the CHD screening criteria in order to be admitted to the Section 8 Program.

### **3.2. ELIGIBILITY CRITERIA**

#### **A. Family Status**

1. A family with or without children. Such a family is defined as a single person, or a group of people related by blood, marriage, adoption, or affinity that lives together in a stable family relationship.
  - a. Children temporarily absent from the home due to placement in foster care are considered family members.
  - b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.
2. An **elderly family**, which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
  - b. Two or more persons who are at least 62 years of age living together; or
  - c. One or more persons who are at least 62 years of age living with one or more live-in aides
3. A **near-elderly family**, which is:
  - a. 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;
  - b. Two or more persons who are at least 50 years of age but below the age of 62 living together; or
  - c. 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.
4. A **disabled family**, which is:
  - a. A family whose head, spouse, or sole member is a person with disabilities;
  - b. Two or more persons with disabilities living together; or

- c. One or more persons with disabilities living with one or more live-in aides.
- d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.
- e. For purposes of qualifying for low-income housing, any family member who is disabled will qualify the family under this category

5. A **displaced family** is:

- a. A family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

6. A **remaining member of a tenant family**.

7. A **single person** who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

B. Residency Standards

Applications will be accepted from both residents and non-residents. "Residents" are those residing in the area of jurisdiction of the Community Housing Division (CHD). "Non-residents" are all others.

C. Income Eligibility

- 1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program shall be a low-income family that is:
  - a. An extremely low-income or a very low-income family;
  - b. A low-income family continuously assisted under the 1937 Housing Act; including families relocated from public housing (continuously assisted families are not counted against the income targeting requirements.)
  - c. A low-income family that meets additional eligibility criteria specified by the CHD;

- d. A low-income family that is a non-purchasing tenant in a HOPE 1 or HOPE 2 project or a property subject to a resident homeownership program under 24 CFR 248.173;
  - e. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing.
  - f. A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project.
2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.
  3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within the CHD's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.
  4. Families who are moving into the CHD's jurisdiction under portability and have the status of applicant rather than of participant at their initial CHD, must meet the income limit for the area where they were initially assisted under the program.
  5. Families who are moving into the CHD's jurisdiction under portability and are already program participants at their initial CHD do not have to meet the income eligibility requirement for the CHD program.
  6. Income limit restrictions do not apply to families transferring units within the CHD Section 8 Program.

D. Citizenship/Eligible Immigrant Status (§5.506)

To be eligible for this program, each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)), or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However, while residing in Guam, people in the last category are not entitled to housing assistance in preference to any United States citizen or national."

#### Family eligibility for assistance.

1. 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 exception noted below.
2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. Please refer to 24 CFR §5.516 and §5.518 for details on the types and limitations to the assistance that may be offered. (See Section 11.5(K)) for calculating rents under the non-citizen rule).
3. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

#### E. Social Security Number Documentation

Families are required to provide Social Security Numbers for all family members prior to admission, if they have been issued a number by the Social Security Administration. Applicants may not become participants until the documentation is provided. The applicant will retain their position on the waiting list during this period. All members of the family defined above must either:

1. Submit Social Security Number documentation or;
2. Sign a certification if they have not been assigned a Social Security Number. If the individual is under 18, the certification must be executed by his or her parent or guardian or by the individual or other person. If the participant who has signed a certification form obtains a Social Security Number, it must be disclosed at the next regularly scheduled re-examination.

#### F. Signing Consent Forms

1. In order to be eligible each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
  - a. A provision authorizing HUD and the CHD to obtain from State Wage Information Collection Agencies (SWICAs), or other sources, any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;

- b. A provision authorizing HUD or the CHD to verify with previous or current employers , or other sources of income, income information pertinent to the family's eligibility for or level of assistance;
- c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
- d. A statement allowing CHD permission to access the applicant's criminal record with any and all police and/or law enforcement agencies; and
- e. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

G. Suitability for tenancy.

The CHD determines eligibility for participation and will also conduct criminal background checks on all household members, 16 years of age or older, including live-in aides. The CHD will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. A request for criminal history background checks will be made through the Glendale Police Department (GPD) for all household members age 16 or older. If the background check received from GPD is positive, the CHD will proceed with Interstate Identification Index (III) check.

A request will be submitted for the applicant to be checked against the computer listing of prior residents of other CHD's, who left owing money, or moved in violation of the lease.

The CHD will check with the State sex offender registration program and will ban for life any individual who is registered as a lifetime sex offender.

If an applicant is about to be denied housing based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the denial or eviction occurs.

Additional screening is the responsibility of the owner. Upon the request of a prospective owner, the CHD will provide any factual information or third party written information they have relevant to a voucher holder's history of, or ability to, comply with material standard lease terms or any history of drug trafficking, drug-related criminal activity or any violent criminal activity.



## **4.0 MANAGING THE WAITING LIST**

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

Applications will be taken at times and in quantities in order to obtain a sufficient number and variety of applicants. When the number of applicants who can be served within a reasonable period of time is reached, the application waiting list may be closed. Notice of opening of applications shall be made in a newspaper of general circulation as well as through minority media and other suitable means. Application intake will occur only during publicly announced periods of time. Restriction and closure of application intake will occur only when the CHD has an adequate pool of applicants who are likely to qualify for a preference and when any additional applicants would not qualify for assistance before those applicants already on the waiting list. The announcement will specify the dates, times, locations, and methods by which a prospective applicant can provide the information necessary for completion of an application. All notices will include the Fair Housing logo and slogan and otherwise will comply with Fair Housing requirements.

### **4.2. TAKING APPLICATIONS**

During Open Enrollment periods, completed applications will be accepted from all applicants. The following process will be followed for families wishing to apply for the Section 8 Program.

- A. Complete an application for housing assistance. Applications will be accepted during regular business hours by telephone only at: (623) 930-2199 /TDD (623) 930-2197. The CHD will later verify the information in the applications relevant to the applicant's eligibility, admission, and level of benefit.
- B. An application will be mailed to the applicant stamped with the time and date of the phone request. Upon return of the completed application, the applicant's name is placed on the waiting list according to preferences claimed and in date and time order.
- C. Persons with disabilities who require a reasonable accommodation in completing an application may call the CHD to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available. The TDD telephone number is (623) 930-2197 or 1-800-367-8939.
- D. The application process will involve two phases. The first phase is the initial application for housing assistance or the *pre-application*. The pre-application requires the family to provide limited basic information establishing any preferences to which they may be entitled. This first phase includes a criminal history background check. If the applicant family passes the background check, the family will be placed on the waiting list. This does not constitute eligibility to the program.

- E. Upon receipt of the families pre-application, the CHD will order the criminal background check and make a preliminary determination of eligibility based on CHD preferences. If positive results are received from the background check, the CHD will notify the family in writing of the date and time and placement on the waiting list. If the CHD determines the family to be ineligible, the notice will state the reasons and offer the family the opportunity of an informal review of this determination.
- F. Applicants on the waiting list must also report to the CHD any changes in family composition or address as they occur. Any such change could affect the applicant's status or eligibility for housing. Any applicant knowingly providing false information or fraudulent statements affecting the applicant's status or eligibility for housing will be removed from the waiting list.
- G. The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The CHD will ensure that verification of all preferences, eligibility, and selection factors are current in order to determine the family's final eligibility for admission into the Section 8 Program.

**4.3. ORGANIZATION OF THE WAITING LIST (982.204)**

An applicant will be assigned to the waiting list according to the preference claimed and the date and time that the application information was initially provided. The applicant will be informed of their assigned application number and how to check their status on the waiting list. The applicant will also be provided information on the housing program and its requirements. Two separate waiting lists will be maintained; one list for the Section 8 Housing Choice Voucher Program and one for Conventional Public Housing administered by the CHD.

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

- A. The application will be a permanent file;
- B. Any significant contact between the CHD and the applicant will be documented in the applicant file.

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

**4.4. FAMILY BREAKUP**

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation and the new families both claim the same placement on the list, and there is no court determination, the CHD will make the decision taking into consideration the following factors:

- A. Which family member applied as head of household.

- B. Which family unit retains the minor children or any ill, disabled, or elderly members.
- C. Restrictions that were in place at the time the family applied.
- D. Role of domestic violence in the split, actual or threatened.
- E. Recommendations of social service agencies or qualified professionals such as children's protective services.
- F. Other factors specified by the CHD.

Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by the CHD.

This section will also apply to families admitted to the program.

#### **4.5. *FAMILIES NEARING THE TOP OF THE WAITING LIST***

When a family is close to the top of the waiting list, the verification process will begin. It is at this point in time that the family's waiting list preference(s) will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The CHD must notify the family in writing of this determination, and give the family the opportunity for an informal review.

Once the income level and the preference have been verified and eligibility has been determined, CHD proceeds to request the necessary information.

#### **4.6. *MISSED APPOINTMENTS***

All applicants who fail to keep a scheduled appointment as stated below will be sent a notice of denial.

The CHD will allow the family to reschedule appointments for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When a good cause exists, the CHD will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

#### **4.7. *PURGING THE WAITING LIST***

The CHD will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents interested families for whom the CHD has current information.

The purge process will consist of mailing via first class mail a form to be completed by the person on the waiting list and returned to the housing authority within a specified number of calendar days. If the envelope is returned as undeliverable or if no response is received from the applicant within the specified time frame, the applicant shall be stricken from the waiting list. If the envelope is returned with a

forwarding address on it, the housing authority shall mail the form to the new address, with a new deadline for response.

**4.8. *REMOVAL OF APPLICANTS FROM THE WAITING LIST*** (§982.204)

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

- A. The applicant requests that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments; or
- C. The applicant does not meet either the eligibility or screening criteria for the program; or
- D. The applicant has been pulled and has been issued a voucher.

**4.9. *GROUND FOR DENIAL***

The CHD will deny assistance to applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Fail to respond to a written request for information or a request to declare their continued interest in the program;
- D. Fail to complete any aspect of the application or lease-up process;
- E. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff, or cause damage to the property.
- F. Currently owes rent or other amounts to the CHD or any other CHD in connection with the public housing or Section 8 Programs.
- G. Has, as a previous participant in the Section 8 or public housing program, not reimbursed the CHD or another CHD for any amounts paid to an owner under a housing assistance contract for rent or other amounts owed by the family under its lease, or for a vacated unit.
- H. Have committed fraud, bribery, or any other corruption in connection with any Federal housing assistance program, including the intentional

misrepresentation of information related to their housing application or benefits derived there from;

- I. Have a household member who was evicted from public housing within the last three years;
- J. Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use (CHD will not waive this policy). The three year limit is based on the date of such eviction, not the date the crime was committed;
- K. Have a household member who was evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- L. Have a household member who is a fugitive felon, parole violator or person fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;
- M. Have a household member who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The CHD may waive this requirement if:
  - 1. The person demonstrates to the CHD's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
  - 2. The person has successfully completed a supervised drug or alcohol rehabilitation program;
  - 3. The person has otherwise been rehabilitated successfully; or
  - 4. The person is participating in a supervised drug or alcohol rehabilitation program.
- N. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or
- O. Other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of CHD (including a XYZ Housing Authority employee or a XYZ Housing Authority contractor, subcontractor or agent).

- P. Have engaged in or threatened abusive or violent behavior towards any CHD staff or residents;
- Q. Have a household member who has been terminated under the Voucher Program during the last three years;
- R. Have a household member who has been convicted of manufacturing or producing methamphetamine (speed) **(Denied for life)**;
- S. Have a household member with a lifetime registration under a State sex offender registration program **(Denied for life)**.

#### **4.10. NOTIFICATION OF NEGATIVE ACTIONS**

Any applicant whose name is being removed from the waiting list will be notified by the CHD, in writing, that they have ten (10) business days, from the date of the written correspondence, to present mitigating circumstances or request an informal review, in writing. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the time frame specified. The CHD's system of removing applicants' names from the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, the CHD will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, the CHD will verify that there is in fact a disability and that the accommodation they are requesting is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

#### **4.11. INFORMAL REVIEW**

If the CHD determines that an applicant does not meet the criteria for receiving Section 8 assistance, the CHD will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within 10 business days of the denial. The CHD will describe how to obtain the informal review. The informal review process is described in Section 16.2 of this Plan.

## **5.0 SELECTING FAMILIES FROM THE WAITING LIST**

### **5.1. WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS**

The CHD may admit an applicant for participation in the program either as a special admission or as a waiting list admission.

If HUD awards funding that is targeted for families with specific characteristics or families living in specific units, the CHD will use the assistance for those families.

## **5.2. PREFERENCES (§982.207)**

The following preferences, based on local housing needs and priorities, will be used to determine placement on the waiting list:

Names will be placed on the waiting list according to the number of preference points received, and then by the date and time of the application. Preference points are given based on the information supplied on the pre-application by the applicant.

- A. CHD will select families based on the following local preferences, and then by the date and time of the application submitted by the family:
  - 1. Glendale residents;
  - 2. Glendale residents displaced by government action or disaster;
  - 3. Persons working or hired to work within the city limits of Glendale
- B. Applicants 62 years or older, disabled, handicapped, or receiving Social Security Disability, Supplemental Security Disability or any payments based on inability to work, will be given benefit of the working preference.
- C. Applicants who are full time students will be given benefit of the working preference.
  - 1. Must be a Glendale resident; or
  - 2. Must be attending a school in the City of Glendale.
- D. The following admissions give preferences to a family whose:
  - 1. Head sole member is a displaced person; or
  - 2. Head or spouse or sole member is an elderly person or a disabled person over a single person that is not elderly, disabled, or displaced.
- E. Application of Ranking Preferences Among Preference Holders: Ranking preferences will be applied to preference holders on the waiting list in the following order:
  - 1. Glendale residents who are displaced by government action or disaster.
  - 2. Glendale residents who are employed.
    - over 10 years duration
    - between 5 years and up to 10 years duration

between 3 years and up to 5 years duration

between 1 year and up to 3 years duration

3. Glendale residents who are unemployed.

4. Non-Glendale residents who **are employed in Glendale.**

over 10 years duration

between 5 years and up to 10 years duration

between 3 years and up to 5 years duration

between 1 year and up to 3 years duration

5. Non-Glendale residents who are unemployed.

F. Definitions for Preferences: For purposes of ranking preferences only, the following definitions shall be used:

1. "Glendale resident" shall mean any family, including single member families that:

a. Physically reside within the city limits of Glendale, Arizona. (A mailing address will not automatically qualify an applicant for this preference; physical residence must be verifiable.) OR

b. Are employed within the city limits of Glendale OR

c. Have been hired for employment within the city limits of Glendale.

2. For homeless applicants, the family must verify that they physically resided in Glendale, or were employed or hired for employment within the city limits of Glendale for the period immediately preceding the event(s) that resulted in becoming homeless.

G. "Employed" shall mean that the family:

1. Has independent verifiable employment that generates annual income; or net income from the operation of a business or profession equivalent to at least one half of permanent, full time employment.

2. Employment for a temporary agency is considered current employment. There must be at least a two week current history of assignments. Determination will be held for 14 calendar days in order to verify assignment(s) with the agency.



3. Has a head and spouse, or sole member, who are age 62 or older, OR
  4. Has a head and spouse, or sole member, who are receiving social security disability, supplemental security income disability benefits, or any other payments based upon an individual's inability to work.
- H. "Full Time Student" shall mean head of household who is carrying at least 12 hours of study per semester, or considered full time as defined by the educational institution.
- I. Special Admission - (non-waiting list): Assistance targeted by HUD: If HUD awards the CHD program funding that is targeted for families living in specified units, the HA must use the assistance only for the families living in those units. The CHD may admit a family that is not on the waiting list, or without considering the family's waiting list position. The CHD will maintain records showing that the family was admitted with HUD targeted assistance. The CHD has no discretion to determine the families or types of program funding that may fall under this provision, consequently, CHD will administer such targeted funds only in accordance with any current HUD regulations affecting such targeted funds.
- J. Special Admission – (waiting list): For Glendale residents displaced by government action or disaster. Admission to the waiting list will be considered at all times, whether the waiting list is open or closed. Persons or families who meet the definition of displaced by government action will be admitted to the wait list using the ranking preference, "displaced by government action or disaster."
- K. Drug-Related Denial of Preference
1. CHD will continue to deny any application from a family because of drug-related criminal activity or violent criminal activity, as authorized under federal regulations.
  2. CHD may not give a preference to an applicant if any member of the family is a person who was evicted during the last three years because of drug-related criminal activity from housing assistance under a 1937 Housing Act program.

### **5.3. SELECTION FROM THE WAITING LIST**

The date and time of application will be utilized to determine the sequence within the above-prescribed preferences.

- A. Notwithstanding the above, families who are elderly, disabled, or displaced will be offered housing before other single persons.

- B. Notwithstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income, the CHD retains the right to skip higher income families on the waiting to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the CHD will monitor incomes of newly admitted families and the income of the families on the waiting list.
- C. If there are not enough extremely low-income families on the waiting list, the CHD will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.
- E. Eligible applicants shall be offered a voucher in sequence from the waiting list, according to availability. If the assistance is refused, the applicant will be removed from the waiting list. The applicant may reapply if applications are being accepted at that time. Selection policies and procedures shall comply with state, local and federal laws and regulations, including the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, and the provisions of the Annual Contributions Contract.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes reasons related to health, disability, or at the discretion of the CHD. The family will be offered the right to an informal review of the decision to alter their application status.

- E. Rental Rehabilitation: Housing Vouchers shall be issued, as described below, to eligible families who reside in a Rental Rehabilitation project (on the date the agreement is signed) and are;
  1. Forced by Rental Rehabilitation activities under 24 CFR, Part 511 to vacate a unit because of physical construction, housing overcrowding, or a change in use of the unit; or
  2. Would have a post-rehabilitation rent burden greater than 35 percent of the family's adjusted gross income as a result of the rehabilitation. Applications will be accepted, without reopening the waiting list, and a voucher will be issued.
- F. Section 8 Opt-Out Projects: Applications will be accepted, without reopening the waiting list, and assistance provided with preference over other applicants on the waiting list to families living in a Section 8 "Opt-Out" Project.
- G. Alternative Vouchers: Physically challenged applicants for Conventional Low Rent Public Housing may be offered a voucher to obtain a modified or adapted dwelling as set forth in the CHD's approved 504 Transition Plan. The number for assistance available through this program will not exceed eight (8) vouchers.

## 6.0 ASSIGNMENT OF BEDROOM SIZES

The CHD will issue a voucher for a particular bedroom size – the bedroom size is a factor in determining the family’s level of assistance. The following guidelines will determine each family’s unit size without overcrowding or over-housing:

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Two adults will share a bedroom unless related by blood.

In determining bedroom size, the CHD will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children currently under a 50% or more joint custody decree, children who are temporarily away at school or temporarily in foster-care.

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

Bedroom size will also be determined using the following guidelines:

- A. Children of the same sex **will** share a bedroom.
- B. Children of the opposite sex, both under the age of **4 years** will share a bedroom.
- C. Adults and children under the age of 18 months may share a bedroom.
- D. Foster–adults and children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.

The CHD will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and documents a medical reason why the larger size is necessary. For a medical necessity, family must provide:

Proof of medical necessity on doctor's letterhead—no prescriptions forms will be acceptable proof.

Third party verification required.

Necessity will be re-verified every three years.

If a child is within 12 months of their fourth birthday, unit size determination can be for the larger unit with supervisor approval.

The family unit size will be determined by the CHD in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the unit size that the family qualifies for will be used for the maximum subsidy. The family cannot rent a unit if the tenant portion of the rent exceeds 40% of the adjusted monthly income.

### **6.1. BRIEFING**

When the CHD selects a family from the waiting list, the family will be given a briefing explaining how the program works. In order to receive a voucher the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, the CHD will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, the CHD will give primary consideration to the requests of the applicant. Families unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location.

The briefing will cover at least the following subjects:

- A. A description of how the program works;
- B. Family and owner responsibilities;
- C. Where the family may rent a unit, including inside and outside the CHD's jurisdiction;
- D. Types of eligible housing;
- E. For families qualified to lease a unit outside the CHD's jurisdiction under portability, an explanation of how portability works;
- F. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and

- G. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income, if the gross rent exceeds the applicable payment standard
- H. An explanation of the information contained in the Briefing Packet.

**6.2. PACKET (§982.301)**

During the briefing, the CHD will give the family a packet covering at least the following subjects:

- A. The term of the voucher and the CHD's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;
- B. How the CHD determines the housing assistance payment and total tenant payment for the family;
- C. Information on the payment standard, exception payment standard rent areas, and the utility allowance schedule;
- D. How the CHD determines the maximum rent for an assisted unit;
- E. Where the family may lease a unit. For families qualified to lease outside the CHD's jurisdiction, the packet includes an explanation of how portability works, and a list of names, addresses and phone numbers for neighboring housing authorities
- F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;
- G. The request for approval of the tenancy form and an explanation of how to request CHD approval of a unit;
- H. A statement of the CHD's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the CHD to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses. Upon request, the CHD will also supply any factual information or third party verification relating to the applicant's history as a tenant or their ability to comply with material standard lease terms or any history of drug trafficking, drug-related criminal activity or any violent criminal activity;
- I. The CHD's subsidy standards, including when the CHD will consider granting exceptions to the standards;
- J. The HUD brochure on how to select a unit ("A Good Place to Live");
- K. The HUD-required lead-based paint brochure;

- L. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;
- M. A list of landlords or other parties known to the CHD who may be willing to lease a unit to the family or help the family find a unit, jurisdiction-wide;
- N. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to the CHD that may be available;
- O. The family's obligations under the program;
- P. The grounds upon which the CHD may terminate assistance because of the family's action or inaction;
- Q. CHD informal hearing procedures, including when the CHD is required to provide the opportunity for an informal hearing, and information on how to request a hearing; and
- R. The CHD owner information handbook. This brochure can be given by the applicant to a prospective owner to help explain the program. It will also assist the participant in understanding the landlord's rights and responsibilities.

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

Beginning August 12, 1999, the CHD will issue only vouchers. Treatment of previously issued vouchers will be dealt with as outlined in Section 21.0 Transition to the New Housing Choice Voucher Program.

- A. Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, the CHD will issue the voucher. At this point, the family begins their search for a unit.
- B. When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a proposed lease, the HUD required tenancy addendum and the request for approval of the tenancy form. The terms of the HUD tenancy addendum shall prevail over any conflicting provisions of the lease. The family will submit the proposed lease and the request form to the CHD during the term of the voucher. The CHD will review the request, the lease, and the HUD required tenancy addendum and make an initial determination of approval of tenancy. The CHD may assist the family in negotiating changes that may be required for the tenancy to be approved. Once it appears the tenancy may be approved, the CHD will schedule an appointment to inspect the unit within 15 calendar days after the receipt of inspection request from the family and owner (982.305(b)(2)). The 15-day period is suspended during any period the unit is

unavailable for inspection. The CHD will promptly notify the owner and the family whether the unit and tenancy are approved.

- C. During the initial stage of qualifying the unit, the CHD will provide the prospective owner with information regarding the program. Information will include CHD and owner responsibilities for screening and other essential program elements. The CHD will provide the owner with the family's current and prior address as shown in the CHD records along with the name and address (if known) of the landlords for those addresses.
- D. Additional screening is the responsibility of the owner. Upon request by a prospective owner, the CHD will provide any factual information or third party written information they have relevant to a voucher holder's history of, or ability to, comply with standard material lease terms.

#### **6.4. TERM OF THE VOUCHER**

The initial term of the voucher will be 60 calendar days and will be stated on the Housing Voucher.

- A. The Housing Authority may grant one or more extensions of the term, but the initial term plus any extensions will never exceed 120 calendar days from the initial date of issuance. To obtain an extension, the family must make a request in writing prior to the expiration date. A statement of the efforts the family has made to find a unit must accompany the request. A sample extension request form and a form for recording their search efforts will be included in the family's briefing packet. If the family has adequately documented their efforts to the satisfaction of the CHD and additional time can reasonably be expected to result in success, the Housing Authority will grant the length of request sought by the family or 60 calendar days, whichever is less.
- B. If the family includes a person with disabilities and the family requires an extension due to the disability, the Housing Authority will grant an extension allowing the family the full 120 calendar days search time. If the Housing Authority determines that additional search time would be a reasonable accommodation, the Housing Authority may grant an additional extension beyond the 120-calendar day period.
- C. Upon submittal of a completed request for approval of tenancy form, CHD will suspend the term of the housing choice voucher. The term will be in suspension until the date the Housing Authority provides notice that the request has been approved or denied. This policy allows families the full term (60 calendar days, or more with extensions) to find a unit, not penalizing them for the period during which the Housing Authority is taking action on their request. A family may submit a second request for approval of tenancy before the Housing Authority finalizes action on the first request. In this case the suspension will last from the date of the first submittal through the

Housing Authority's action on the second submittal. No more than two requests will be concurrently considered.

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

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

The CHD will approve a HAP contract if all of the following conditions are met:

- A. The unit is eligible;
- B. The unit is inspected by the CHD and passes HQS;
- C. The HAP contract is approvable and includes the language of the tenancy addendum;
- D. The rent to owner is reasonable;
- E. The family's share of rent does not exceed 40% of their monthly-adjusted income;
- F. The owner certifies that he or she is not in a conflict of interest situation with the resident.
- G. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the CHD; and
- H. The family continues to meet all eligibility and screening criteria.
- I. If tenancy approval is denied, the CHD will advise the owner and the family in writing and advise them of any actions they could take that would enable the CHD to approve the tenancy.
- J. The lease term may begin only after all of the following conditions are met:
  - 1. The unit passes the CHD HQS inspection;
  - 2. The family's share of rent does not exceed 40% of their monthly adjusted income;
  - 3. The landlord and tenant sign the lease to include the HUD required addendum; and
  - 4. The CHD approves the leasing of the unit.



- K. CHD will prepare the HAP contract when the unit is approved for tenancy. Generally, the landlord, simultaneously with the signing of the lease and the HUD required tenancy addendum, will execute the contract. Upon receipt of the executed lease and the signed HAP contract by the landlord, the CHD will execute the contract. The CHD will not pay any housing assistance to the owner until the HAP contract is executed.
- L. In no case will the HAP contract be executed later than 60 calendar days after the beginning of the lease term.
- M. Any contract executed after the 60-day period will be void and the CHD will not pay housing assistance to the owner.
- N. Contract Rent Adjustments:
  - 1. Before the initial contract is executed, owners are informed of program regulations regarding both annual adjustments and special adjustments. Owners are also made aware of the CHD's review process regarding contract rent adjustments.
  - 2. Upon receipt of an owner's request for an annual rent adjustment, the following will be reviewed:
    - a. the timeliness of the owner's request,
    - b. the current Housing Quality Standards inspection,
    - c. the reasonableness of the requested rent in respect to upgrades completed, ongoing property maintenance, and the limitation of the appropriate annual adjustment factor.
  - 3. Any adjustment cannot exceed the amount determined to be reasonable under rent reasonableness comparability. CHD approval is required for all rent increases.
  - 4. No annual increase will be given for units if the amount of the increase requested exceeds the annual adjustment factor published in the Federal Register for the current period. Rents paid for assisted units must be the least of:
    - a. the maximum amount allowable by application of the annual adjustment factor, or
    - b. the amount determined to be Rent Reasonable, or
    - c. the rent charged for comparable unassisted units owned by the same owner.

5. Voucher: The amount of the monthly rent may not be increased during the first year of the lease. After the first year, annually at recertification, rents may be increased if the owner gives at least 60 calendar days written notice to the family and the CHD prior to the annual recertification date. The notice shall state both the new rental amount and the date from which the increased rent is payable. It must be approved by CHD in order for the HAP contract to be renewed. CHD will review the increase for reasonableness based on the Fair Market Rent for the unit.

#### **6.6. CARETAKER FOR CHILDREN**

If circumstances evolve that cause neither parent to remain in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the CHD will treat that adult as a visitor for the first thirty (30) days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the Voucher will be transferred to the caretaker, pending an eligibility review of the caretaker, including a background screening.

If the appropriate agency cannot confirm the guardianship status of the caretaker, the CHD will review the status at 30-day intervals.

If custody or legal guardianship has not been awarded by the court, but the action is in process, the CHD will secure verification from social services staff or the attorney as to the status.

If custody is awarded for a limited time in excess of stated period, the CHD will state in writing that the transfer of the Voucher is for that limited time or as long as they have custody of the children. The CHD will use discretion as deemed appropriate in determining any further assignation of the Voucher on behalf of the children. Any further assignation of the voucher will be subject to an eligibility review, including a background screening.

The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.

The CHD will transfer the voucher to the caretaker, in the absence of a court order, if the caretaker has been in the unit for more than 12 months and it is reasonable to expect that custody will be granted, and the caretaker has qualified for the program through an eligibility review and background screening.

When the CHD approves a person to reside in the unit as caretaker for the child/children, the income should be counted pending a final disposition. The CHD will work with the landlord and the appropriate service agencies to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than 30 calendar days, the person will be considered permanently absent.

### **6.7. CHD DISAPPROVAL OF OWNER**

The CHD will deny participation by an owner at the direction of HUD. The CHD will also deny the owner's participation for any of the following reasons:

- A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;
- B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- C. The owner has engaged in drug-related criminal activity or any violent criminal activity;
- D. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;
- E. The owner has a history or practice of renting units that fail to meet State or local codes; or
- F. The owner has not paid State or local real estate taxes, fines, or assessments.
- G. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:
  - 1. premises by tenants, CHD employees or owner employees; or
  - 2. residences by neighbors;
- H. Other conflicts of interest under Federal, State, or local law.
- I. If the owner is the parent, child, grandparent, grandchild, sister, or brother or any member of the family of an applicant seeking the initial use of a housing choice voucher (currently shopping) unless CHD determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities;
- J. The Housing Authority has been informed by HUD that the federal government has instituted an administrative or judicial action against the owner for a violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending or a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements; or
- K. Other conflicts of interest under Federal, State, or local law.

## **6.8. INELIGIBLE/ELIGIBLEHOUSING**

The following types of housing cannot be assisted under the Section 8 Tenant-Based Program:

- A. A public housing or Indian housing unit;
- B. A unit receiving project-based assistance under a Section 8 Program;
- C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
- D. College or other school dormitories;
- E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
- F. A unit occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space, or units being purchased under the Section 8 Homeownership program.;
- G. A unit occupied by a person with an interest in the unit;
- H. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit in a tax credit development.) (See 24 CFR §982.352(C).)
- I. Housing owned in whole or in part, by the family to be assisted;
- J. Housing owned by a parent, child, grandparent, grandchild, sister, or brother of any family receiving housing assistance. The HA will waive this restriction if the unit is needed as a reasonable accommodation for a family member who is a person with a disability.
- K. The CHD **will not** approve a lease for any of the following special housing types, except as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities (See 24 CFR §982 Subpart M):
  - 1. Single room occupancy housing.
  - 2. Congregate housing.
  - 3. Group homes.
  - 4. Shared housing.
  - 5. Cooperative housing.

L. The CHD **will** approve leases for the following housing types:

1. Single family dwellings
2. Apartments
3. Condominiums; townhouses
4. Manufactured housing:

CHD may provide assistance to a family that owns the manufactured home and leases only the space. (See 24 CFR §982.622, 623, and 624 for Rent to Owner on Manufactured Home space rental.)

a) The property must meet all the HQS requirements, must be placed on the site in a stable manner, free from hazards such as sliding or wind damage and it must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

5. Single Room Occupancy (See 24 CFR §982.602-605 for details on SRO rental assistance.):

Single Room Occupancy Housing (SRO) is eligible for assistance on the Voucher Program if:

- a. the property is located in an area where there is significant demand for SRO units (as determined by HUD),
- b. the CHD approves the use of SRO units for such purposes;
- c. the CHD certifies to HUD that the property meets applicable local health and safety standards for SRO housing.

If a property has both HUD issued project-based assisted units and market rate units, housing choice vouchers can be utilized in the market rate units, but not the project-based units. In this situation, rent reasonableness will dictate that the rent for the housing choice voucher unit will equal the HUD-approved rent (the basic rent) for the project-based units as long as it is within CHD's payment standard. Also, CHD's utility schedule will be utilized in setting the rent, not the property's utility schedule. Finally, CHD will re-certify everyone living in a property utilizing tenant-based housing choice vouchers and the landlord will be responsible for the re-certification of those residing in the property using project-based vouchers.

### **6.9. SECURITY DEPOSIT**

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of the dwelling unit, the owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

## **7.0 MOVES WITH CONTINUED ASSISTANCE**

A lease covers a 12-month time period. Participating families are allowed to move to another unit after the 12 months has expired. If the landlord and the participant have mutually agreed to terminate the lease prior to the 12<sup>th</sup> month, a mutual recision must be signed. The CHD will issue the family a new voucher if the family does not owe the CHD (or any other HA) money, has not violated a Family Obligation, has not moved or been issued a voucher within the last 12 months, and if the CHD has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, or the HAP contract was terminated by the CHD, the 12-month requirement will be waived.

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

For families already participating in the Voucher Program, the CHD will allow the family to move to a new unit if:

- A. The assisted lease for the old unit has terminated;
- B. The owner has given the tenant a notice to vacate, has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant; or
- C. The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner).

### **7.2 OVERLAPPING OF THE HAP WHEN A FAMILY MOVES (§982.311.D.2.)**

If a participant family moves from a unit without eviction or termination, the term of the lease for the new unit may begin during the month the family moves out of the

first assisted unit. This is a tenant transfer and the CHD will pay overlapping payments for up to seven (7) days to enable the participant family to move without interruption of assistance. The overlap of the last HAP for the old unit and the first HAP for the new unit does not constitute a duplicative housing subsidy.

### **7.3 PROCEDURES REGARDING FAMILY MOVES**

Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 calendar days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without the owner's and the CHD's approval, it will be considered a serious lease violation and subject the family to termination from the program.

The family is required to give the CHD a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a copy of the lease termination notice to the CHD will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

A family who gives notice to terminate the lease must mail the notice by certified mail or have the landlord or his agent sign a statement stating the date and time received. The family will be required to provide the certified mail receipt and a copy of the lease termination notice to the CHD, or a copy of the lease termination notice and the signed statement stating the date and time the notice was received. If the landlord or his/her agent does not accept the certified mail receipt, the family will be required to provide the receipt and envelope showing that the attempt was made.

Failure to follow the above procedures may subject the family to termination from the program.

## **8.0 PORTABILITY**

### **8.1 GENERAL POLICIES OF THE CHD**

A family whose head or spouse has a domicile (legal residence) or works in the jurisdiction of the CHD at the time the family first submits its application for participation in the program to the CHD may lease a unit anywhere in the jurisdiction of the CHD or outside the CHD jurisdiction as long as there is another entity operating a tenant-based Section 8 program covering the location of the proposed unit.

If the head or spouse of the assisted family does not have a legal residence at the time of its application, the family will not have any right to lease a unit outside of the CHD jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of the CHD.

Families participating in the Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances will the CHD allow a

participant to improperly break a lease. Under extraordinary circumstances, the CHD may consider allowing more than one move in a 12-month period.

Families may only move to a jurisdiction where a Section 8 Program is being administered.

If a family has moved out of their assisted unit in violation of the lease, the CHD will not issue a voucher, and will terminate assistance in compliance with Section 17.0, Grounds for Termination of the Lease and Contract.

## **8.2. INCOME ELIGIBILITY**

### **A. Admission**

A family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program.

### **B. If a portable family is already a participant in the Initial Housing Authority's Voucher Program, income eligibility is not re-determined.**

## **8.3. PORTABILITY: ADMINISTRATION BY THE CHD AS RECEIVING HOUSING AUTHORITY**

### **A. When a family utilizes portability to move to an area outside the Initial Housing Authority jurisdiction, CHD will administer assistance for the family.**

### **B. The CHD will issue the family a voucher.**

## **8.4. PORTABILITY PROCEDURES**

### **A. When the CHD is the Initial Housing Authority**

1. The CHD will brief the family on the process that must take place to exercise portability. The family will be required to attend this meeting.
2. The CHD will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).
3. The CHD will advise the family how to contact and request assistance from the Receiving Housing Authority.
4. The CHD will, within ten (10) calendar days, notify the Receiving Housing Authority to expect the family.
5. The CHD will immediately mail to the Receiving Housing Authority the most recent HUD Form 50058 (Family Report) for the family, and related verification information.

### **B. When the CHD is the Receiving Housing Authority**



1. When the portable family requests assistance from the CHD, the CHD will within ten (10) calendar days inform the Initial Housing Authority that it will bill the Initial Housing Authority for assistance on behalf of the portable family.
2. The CHD will issue a voucher to the family. The term of the CHD's voucher will not expire before the expiration date of any Initial Housing Authority's voucher. The CHD will determine whether to extend the voucher term. The family must submit a request for tenancy approval to the CHD during the term of the CHD's voucher.
3. The CHD will determine the family unit size for the portable family. The family unit size is determined in accordance with the CHD's subsidy standards.
4. The CHD will, within ten (10) calendar days, notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher.
5. If the CHD opts to conduct a new reexamination, the CHD will not delay issuing the family a voucher or otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility.
6. In order to provide tenant-based assistance for portable families, the CHD will perform all Housing Authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or the CHD may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.

C. Absorption by the CHD

1. Unless new HUD funding is made available for absorption of portable vouchers, the CHD will bill the Initial Housing Authority and will not absorb the family into the CHD Voucher Program.

D. Portability Billing

1. To cover assistance for a portable family, the CHD will bill the Initial Housing Authority for housing assistance payments and administrative fees. The billing procedure will be as follows:
  - a. As the Initial Housing Authority, the CHD will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family. The amount of the housing assistance payment for a portable family in the CHD's

program is determined in the same manner as for other families in the CHD's program.

- b. The CHD will promptly reimburse the Receiving Housing Authority for 80% of the CHD's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority. If both parties agree, a different amount of reimbursement may be negotiated.

E. When a Portable Family Moves

When a portable family moves out of the tenant-based program of the CHD, the Housing Authority in the new jurisdiction to which the family moves becomes the Receiving Housing Authority, and the CHD (as first Receiving Housing Authority) is no longer required to provide assistance for the family.

## 9.0 DETERMINATION OF FAMILY INCOME

### 9.1 *Income, Exclusions From Income, Deductions From Income*

To determine annual income, the CHD counts the income of all family members, excluding the types and sources of income that are specifically excluded. On the 50058, CHD will reflect income from all sources and all types, then also reflecting all excluded amounts as well. Once the annual income is determined, the CHD subtracts out all allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

### 9.2 *Income (§5.609)*

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

1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
3. Are not specifically excluded from annual income.
4. If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or the CHD believes that past income is the best available indicator of expected future income, the CHD may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

- B. Annual income includes, but is not limited to the amounts specified in the federal regulations currently found in 24 CFR §5.609:
1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
  2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
  3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. Income that could have been derived from assets worth more than \$1000 that were disposed of for less than fair market value within the past two years will be counted as income.
  4. Asset income of minors.
    - a. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability, or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
6. Welfare assistance.
  - a. 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:
      - (1). Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
      - (2). Are not otherwise excluded under paragraph Section 9.3 of this Plan.
    - 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 consists of:
      - (1). The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
      - (2). The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
    - iii. 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.

- b. Imputed welfare income.
  - i. A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the CHD by the welfare agency resulting from either welfare fraud or the failure to comply with economic self-sufficiency requirements.), plus the total amount of other annual income.
  - ii. At the request of the CHD, the welfare agency will inform the CHD in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform CHD of any subsequent changes in the term or amount of such specified welfare benefit reduction. The CHD will use this information to determine the amount of imputed welfare income for a family.
  - iii. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the CHD by the welfare agency).
  - iv. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
  - v. The CHD will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction
  - vi. If a participant is not satisfied that the CHD has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the CHD denies the family's request to modify such amount, then the CHD shall give the resident written notice of such denial, with a brief explanation of the basis for the CHD's determination of the amount of imputed welfare income. The CHD's notice shall also state that if the resident does not agree with the determination, the resident may contest the decision in accordance with our informal review policy.

- c. Relations with welfare agencies
  - i. The CHD will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the CHD written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.
  - ii. The CHD is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the agency. However, the CHD is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.
  - iii. Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The CHD shall rely on the welfare agency notice to the CHD of the welfare agency's determination of a specified welfare benefits reduction.
- 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. (Special pay to a member exposed to hostile fire is excluded.)
- 9. Unless otherwise verified, child support from a court awarded settlement agreement that is not being paid, if no attempt to collect is being made. If an attempt is being made to collect the support amount owed, and that attempt can be verified, count as income only that which is received.

### 9.3 ***Exclusions From Income*** (§5.609(c))

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

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- D. Amounts received by the family that is specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
  - 1. Amounts received under training programs funded by HUD;
  - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain self-sufficiency (PASS);
  - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
  - 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the CHD or owner, on a part-time basis, that enhances the quality of life in the development.

Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No

resident may receive more than one such stipend during the same period of time;

5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, non-recurring, or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

- a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
- b. Payments to Volunteers under the domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);



- c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
- d. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
- e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
- f. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);
- g. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04);
- h. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);
- i. Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
- j. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));
- k. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent* product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
- l. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- m. The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);

- n. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));
- o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95–433);
- p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- q. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);
- r. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and
- s. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).

#### **9.4 *Deductions From Annual Income* (§5.611)**

The following deductions will be made from annual income:

A. \$480 for each dependent

\$400 for any elderly family or disabled family (24 CFR §5.403)

B. The sum of the following, to the extent the sum exceeds three percent of annual income: (24 CFR §5.611(3))

- 1. Unreimbursed medical expenses of any elderly family or disabled family; and
- 2. Unreimbursed reasonable attendant care and auxiliary apparatus (auxiliary apparatus can include veterinarian costs and food costs of a service animal, costs of maintaining necessary equipment added to a vehicle but not the cost of the vehicle itself or maintenance of the vehicle not associated with the necessary apparatus), expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this

allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus; and

- C. Reasonable childcare expenses for children under age 13 necessary to enable an adult family member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income. In the case of a family where both adults are able to work, HUD suggests using the lesser income as the annual income limit.
- D. For persons with disabilities, the incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion is only available to the following families:
  - 1. Qualified families whose income increases as a result of employment of a family member who is a person with disabilities who was previously unemployed (See definition of "Previously Employed") for one or more years prior to employment.
  - 2. Earned income in excess of income prior to the qualifying change is excluded.
  - 3. Qualified families whose income increases as a result of participation of a family member who is a person with disabilities in any economic self-sufficiency or other job-training program.
  - 4. Persons with disabilities who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program. TANF includes regular monthly income and one-time benefits and/or services that total at least \$500 over a six-month period.

During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

The disallowance of increased income of an individual family member is limited to a lifetime, consecutive 48-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion.

Noncitizen/ineligible family members do not qualify for this exclusion.

### **9.5 *Receipt Of A Letter Or Notice From HUD Concerning Income***

- A. If a Section 8 participant receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the responsible housing specialist for income verification within thirty (30) calendar days of receipt by the participant.

- B. The CHD Director or authorized designee shall reconcile any difference between the amount reported by the participant and the amount listed in the HUD communication. This shall be done as promptly as possible.
- C. After the reconciliation is complete, the CHD shall , if appropriate, adjust the participant's rental contribution beginning at the start of the next month. If the reconciliation is completed during the final five (5) calendar days of the month, the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the participant had not previously reported the proper income, the CHD shall do one of the following:
  - 1. Immediately collect the back over paid assistance paid by the agency;
  - 2. Establish a repayment plan for the resident to pay the sum due to the agency;
  - 3. Terminate the participant from the program for failure to report income; or
  - 4. Terminate the participant from the program for failure to report income and collect the back over paid assistance paid by the agency.

#### **9.6 *Cooperating With Welfare Agencies***

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

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

#### **9.7 *Cooperating With Law Enforcement Agencies***

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

The Federal, State or local enforcement officer must submit a request that is (1) written, (2) on law enforcement agency letterhead, and (3) is signed by the requesting officer and his or her immediate supervisor. The request for information must provide the name of the fugitive felon and/or parole or probation violator being

sought, and may include other personal information used for identification. The request should also comply with the following requirements:

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

## **10.0 VERIFICATION**

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

An applicant may claim qualification for a ranking preference by certifying to the CHD that the family qualifies for such preference(s). However, before an applicant is admitted to the program on the basis of a ranking preference, the applicant must provide information needed by the CHD to verify that the applicant qualifies for the preference because of the applicant's current status. The applicant's current status must be determined without regard to whether there has been a change in the applicant's qualification for a preference between the certification and selection for admission, including a change from one preference category to another. Once the CHD has verified an applicant's qualification for a preference, the CHD will not verify such qualification again unless over 60 calendar days has passed since verification or the CHD has reasonable grounds to believe that the applicant no longer qualifies for a preference.

### ***10.1. ACCEPTABLE METHODS OF VERIFICATION***

Age, relationship, U.S. citizenship, and Social Security Numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or for citizenship, documentation such as listed below

will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information (income, asset value, deductions, exemptions, other factors, etc.) will be verified by third party verification. This type of verification includes written documentation (with forms sent directly to and received directly from a source, not passed through the hands of the family). This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the CHD or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name date of contact, amount received, etc.

When third party verification cannot be obtained, the CHD will accept documentation received from the applicant/participant. Hand-carried documentation will be accepted if the CHD has been unable to obtain third party verification in a four-week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the CHD will accept a notarized statement signed by the head, spouse, or co-head. Such documents will be maintained in the file. The file will be documented to explain why third party verification was not available.

**10.2. TYPES OF VERIFICATION**

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

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card, or a third party document stating the SSN
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
Disability ** Requires periodic reverification of the disability	Letter from medical professional, SSI, print-out of benefit amounts generated by CHD through automated link to DES, etc.	Proof of SSI or Social Security disability payments
Full time student status (if 18 years of age or older)	Letter from school or from VA stating number of hours enrolled.	For high school and/or college students, any document evidencing enrollment. For higher education, registration and payment documentation.
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider indicating amount and frequency of payment, hours of care, names of children, and if care is necessary for employment or education	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office,	Property tax statement (for

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
	assessment, etc.	current value), assessment, records or income and expenses, tax return
Personal property held as investments	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	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	<p>Letter from program provider indicating</p> <ul style="list-style-type: none"> <li>- whether enrolled or completed</li> <li>- whether training is HUD-funded</li> <li>- whether Federal, State, local govt., or local program</li> <li>- whether it is employment</li> </ul>	N/A



Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
	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	

**10.3. VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS**

The citizenship/ eligible non-citizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. (They will be required to show proof of their status by such means as Social Security card, birth certificate, military ID or military DD 214 Form.)

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

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

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

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Program. If they are members of families that include citizens, the rent must be pro-rated. (§5.522)

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

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

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

If the CHD determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.

#### ***10.4. VERIFICATION OF SOCIAL SECURITY NUMBERS***

Prior to admission, all family members must provide verification of his or her Social Security Number. Social Security Numbers must be provided for all new family members prior to being added to the lease.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, the CHD will accept letters from Social Security that establish and state the number.

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

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

If a member of a tenant family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to 60 calendar days to provide the verification. If the individual is at least 62 years of age, they will be given 120 calendar days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

#### ***10.5. TIMING OF VERIFICATION***

Verification must be dated within 90 calendar days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the CHD will verify and update only those elements reported to have changed.

## **10.6. FREQUENCY OF OBTAINING VERIFICATION**

Household income and composition will be verified at least annually.

For each family member, citizenship/eligible non-citizen 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 at the next regular reexamination. Prior to a new member joining the family, their status will be verified.

If the family member is an eligible immigrant in a transitional stage of admission. In this situation, their status must be updated until they are admitted for permanent residency.

For each family member, verification of Social Security Number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security Number at admission receives a Social Security Number, that number will be verified at the next regular reexamination.

## **11.0 RENT AND HOUSING ASSISTANCE PAYMENT**

### **11.1. GENERAL**

After August 12, 1999, the CHD will issue only vouchers to applicants, movers, and families entering the jurisdiction through portability. (see [Section 21.0](#) for additional guidance).

Note – CHD merger into the Housing Choice Voucher program is complete.

### **11.2. RENT REASONABLENESS**

The CHD will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable.

Reasonableness is determined prior to the initial lease and at the following times:

- A. Before any increase in rent to owner is approved;
- B. If 60 calendar days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and
- C. If the CHD or HUD directs that reasonableness be re-determined.

### **11.3. COMPARABILITY**

In making a rent reasonableness determination, the CHD will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The CHD will consider the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units.

The CHD will maintain current survey information on rental units in the jurisdiction. The CHD will also obtain from landlord associations and management firms the value of the array of amenities.

The CHD will establish minimum base rent amounts for each unit type and bedroom size. To the base, the CHD will be able to add or subtract the dollar value for each characteristic and amenity of a proposed unit.

Owners are invited to submit information to the survey at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable the CHD to establish a higher value.

The owner must certify the rents charged for other units. By accepting the housing assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

### **11.4. MAXIMUM SUBSIDY**

The Fair Market Rent (FMR) published by HUD or the exception payment standard rent (requested by the CHD and approved by HUD) determines the maximum subsidy for a family.

The maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

For a voucher tenancy in an insured or noninsured 236 project, a 515 project of the Rural Development Administration, or a Section 221(d)(3) below market interest rate project the payment standard may not exceed the basic rent charged including the cost of tenant-paid utilities.

For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlined in 24 CFR §982.888.

#### **11.4.1. Setting the Payment Standard (§982.503)**

HUD requires that the payment standard be set by the CHD at between 90 and 110% of the FMR. The CHD will review its determination of the payment standard annually after publication of the FMRs. The CHD will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having

to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

The CHD may establish a higher payment standard (although still within 110% of the published fair market rent) as a reasonable accommodation for a family that includes people with disabilities. With approval from the HUD Field Office, the payment standard can go to 120%.

Payment standards will not be raised solely to allow the renting of luxury quality units.

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, the CHD will reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for one bedroom size may increase or decrease while another remains unchanged. The CHD may consider adjusting payment standards at times other than the annual review when circumstances warrant.

Before increasing any payment standard, the CHD will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds will continue to be available to assist families in the program.

#### **11.4.2. Selecting the Correct Payment Standard for a Family (982.505)**

- A. For the voucher tenancy, the payment standard for a family is the lower of:
  - 1. The payment standard for the family unit size; or
  - 2. The payment standard for the unit size rented by the family.
- B. If the unit rented by a family is located in an exception rent area, the CHD will use the appropriate payment standard for the exception rent area.
- C. During the HAP contract term, the payment standard for a family is the higher of:
  - 1. The initial payment standard at the beginning of the HAP contract term, in accordance with this section, minus any amount by which the initial rent to owner exceeds the current rent to owner, or
  - 2. The payment standard, in accordance with this section, as determined at the most recent regular reexamination of family income and composition, effective after the beginning of the HAP contract term.
- D. At the next regular reexamination following a change in family size or composition during the HAP contract term that causes a change in family unit size and for any examination thereafter, paragraph C above does not apply.

- E. If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual reexamination.
- F. Only at annual reexamination will the new payment standard be used to determine the HAP.

#### **11.4.3. Area Exception Rents**

In order to help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, the CHD may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. The CHD may request one such exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types.

When an exception payment standard rent has been approved and the FMR increases, the exception rent remains unchanged until such time as the CHD requests and HUD approves a higher exception payment standard rent. If the FMR decreases, the exception payment standard rent authority automatically expires.

#### ***11.5. ASSISTANCE AND RENT FORMULAS***

##### **A. Total Tenant Payment**

The total tenant payment is equal to the highest of:

1. 10% of monthly income
2. 30% of adjusted monthly income
3. Minimum rent

Plus any rent above the payment standard.

##### **B. Tenant Choice of a Larger Unit**

As long as the TTP stays under 40% of the adjusted monthly income, a family may rent a larger unit. CHD will pay HAP based on the payment standard that the family is entitled to, not on the larger unit.

However, in a situation where the income decreases, CHD will pay an increased HAP based on the payment standard as determined by CHD and not according to the larger unit size chosen by the family. The family will be responsible for any excess rent amount due on the larger unit.

C. Minimum Rent

The CHD has set the minimum rent as **\$ 0 (Zero)**.

D. Section 8 Merged Vouchers

1. The payment standard is set by the CHD between 90% and 110% of the FMR or higher or lower with HUD approval.
2. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.

No participant when initially receiving tenant-based assistance on a unit shall pay more than 40% of their monthly-adjusted income.

E. Section 8 Preservation Vouchers

1. Payment Standard

- a. The payment standard is the lower of:
  - i. The payment standard amount for the appropriate family unit size; or
  - ii. The payment standard amount for the size of the dwelling unit actually rented by the family.
- b. If the dwelling unit is located in an exception area, the CHD will use the appropriate payment standard for the exception area.
- c. During the HAP contract term, the payment standard for the family is the higher of :
  - i. The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraph (1)(a) or (1)(b) of this section, minus any amount by which the initial rent to the owner exceeds the current rent to the owner; or
  - ii. The payment standard as determined in accordance with paragraph (1)(a) or (1)(b) of this section, as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

d. At the next regular reexamination following a change in family composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:

i. Paragraph (c)(i) of this section does not apply; and

ii. The new family unit size must be used to determine the payment standard.

2. The CHD will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:

a. The payment standard minus the total tenant payment; or

b. The gross rent minus the total tenant payment.

F. Manufactured Home Space Rental: Section 8 Vouchers

1. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.

2. The space rent is the sum of the following as determined by the CHD:

a. Rent to the owner for the manufactured home space;

b. Owner maintenance and management charges for the space; and

c. Utility allowance for tenant paid utilities.

3. The participant pays the rent to owner less the HAP.

4. HAP equals the lesser of:

a. The payment standard minus the total tenant payment; or

b. The rent paid for rental of the real property on which the manufactured home owned by the family is located.

G. Rent for Families under the Non-citizen Rule

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

1. The family was receiving assistance on June 19, 1995;



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

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. 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 years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. The CHD will grant each family a period of 6 months to find suitable affordable housing. If the family cannot find suitable affordable housing, the CHD will provide additional search periods up to the maximum time allowable.

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

Ineligible family members do not qualify for the MEID income exclusion benefit.

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

1. Find the prorated housing assistance payment (HAP) by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.
2. Obtain the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).
3. The prorated tenant rent equals the prorated family share minus the full utility allowance.

#### ***11.6. UTILITY ALLOWANCE***

The CHD maintains a utility allowance schedule for all tenant-paid utilities (except telephone and cable television), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse)).

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the CHD uses normal patterns of consumption for the community as a whole and current utility rates.

The CHD reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The CHD maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with the CHD Office.

The CHD uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the CHD subsidy standards).

At each reexamination, the CHD applies the utility allowance from the most current utility allowance schedule.

The CHD will approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

The utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner.

The amount of the utility allowance will be paid directly to the utility company to be applied to the tenant family's monthly bill. Any utility cost above the allowance is the responsibility of the tenant. The utility company will continue to send monthly billing statements to the tenant family. The utility payment will be sent to the utility company with the highest bill owed by the tenant family. Any other utility charges will be the sole responsibility of the tenant family.

#### **11.7. DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT**

The Housing Authority pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made within 10 business days of when due after the first two months of the HAP contract term, the owner may charge CHD a late payment, agreed to in the Contract and in accordance with generally accepted practices in the XYZ jurisdiction if the following conditions apply:

- A. It is the owner's practice to charge such penalties for assisted and unassisted residents; and
- B. The owner also charges such penalties against the resident for late payment of family rent to the owner.
- C. Late charges will not be paid when the reason for the lateness is attributable to factors beyond the control of CHD.
- D. A housing assistance payment is considered made upon being mailed by CHD.
- E. Unless otherwise terminated, the housing assistance payment contract shall end 180 calendar days after the last housing assistance payment is made.

#### **11.8. CHANGE OF OWNERSHIP**

The CHD requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the CHD's rent payment or the address as to where the rent payment should be sent.

In addition, the CHD requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

- A. Deed of Trust showing the transfer of title; and
- B. Tax Identification Number or Social Security Number.

New owners will be required to execute IRS form W-9. The CHD may withhold the rent payment until the taxpayer identification number is received.

## **12.0 INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS**

The CHD will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Existing Program unless the HQS is met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS.

The CHD must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family cannot be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable the CHD to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, the CHD will only schedule one more inspection. If the family misses two inspections, the CHD will consider the family to have violated a Family Obligation and their assistance will be terminated.

### ***12.1. TYPES OF INSPECTIONS***

There are seven types of inspections the CHD will perform:

- A. Initial Inspection - An inspection that must take place to insure that the unit passes HQS before assistance can begin.
- B. Annual Inspection - An inspection to determine that the unit continues to meet HQS.
- C. Complaint Inspection - An inspection caused by the Authority receiving a complaint on the unit by anyone.
- D. Special Inspection - An inspection caused by a third party, i.e. HUD, needing to view the unit.
- E. Emergency - An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.
- F. Move Out Inspection (if applicable) - An inspection required for units in service before October 2, 1995, and optional after that date. These inspections document the condition of the unit at the time of the move-out.
- G. Quality Control Inspection - Supervisory inspections on at least 5% of the total number of units that were under lease during the CHD's previous fiscal year.

## **12.2. OWNER AND FAMILY RESPONSIBILITY**

### **A. Owner Responsibility for HQS**

1. The owner must maintain the unit in accordance with HQS.
2. If the owner fails to maintain the dwelling unit in accordance with HQS, the CHD will take prompt and vigorous action to enforce the owner obligations. The CHD's remedies for such breach of the HQS include termination, suspension, or reduction of housing assistance payments and termination of the HAP contract.
3. The CHD will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the CHD and the CHD verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any CHD approved extension).
4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, the CHD may terminate assistance to a family because of the HQS breach caused by the family.

### **B. Family Responsibility for HQS**

1. The family is responsible for a breach of the HQS that is caused by any of the following:
  - a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;
  - b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
  - c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).
2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any CHD approved extension).

3. If the family has caused a breach of the HQS, the CHD will take prompt and vigorous action to enforce the family obligations. The CHD may terminate assistance for the family in accordance with 24 CFR 982.552.

### **12.3. HOUSING QUALITY STANDARDS (HQS) (24 CFR §982.401)**

This Section states performance and acceptability criteria for these key aspects of the following housing quality standards:

#### **A. Sanitary Facilities**

##### **1. Performance Requirements**

The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

##### **2. Acceptability Criteria**

- a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.
- b. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.
- c. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.
- d. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

#### **B. Food Preparation and Refuse Disposal**

##### **1. Performance Requirements**

- a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
- b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

## 2. Acceptability Criteria

- a. The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.
- b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.
- c. The dwelling unit must have space for the storage, preparation, and serving of food.
- d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

## C. Space and Security

### 1. Performance Requirement

The dwelling unit must provide adequate space and security for the family.

### 2. Acceptability Criteria

- a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
- b. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.
- c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

- d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

D. Thermal Environment

1. Performance Requirement

The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

2. Acceptability Criteria

- a. There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.
- b. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

E. Illumination and Electricity

1. Performance Requirement

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

2. Acceptability Criteria

- a. There must be at least one window in the living room and in each sleeping room.
- b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.
- c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.



F. Structure and Materials

1. Performance Requirement

The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

2. Acceptability Criteria

- a. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.
- b. The roof must be structurally sound and weather tight.
- c. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.
- d. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.
- e. Elevators must be working and safe.

G. Interior Air Quality

1. Performance Requirement

The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

2. Acceptability Criteria

- a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
- b. There must be adequate air circulation in the dwelling unit.
- c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation.

- d. Any room used for sleeping must have at least one window. If the window is designed to be opened, the window must work.

## H. Water Supply

### 1. Performance Requirements

The water supply must be free from contamination.

### 2. Acceptability Criteria

The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

## I. Lead-based Paint

### 1. Definitions

- a. Chewable surface: Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.
- b. Component: An element of a residential structure identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, stair treads in a common stairwell, or an exterior wall.
- c. Defective paint surface: A surface on which the paint is cracking, scaling, chipping, peeling, or loose.
- d. Elevated blood level (EBL): Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or of 15-19 ug/dl in two consecutive tests 3-4 months apart.
- e. HEPA: A high efficiency particle accumulator as used in lead abatement vacuum cleaners.
- f. Lead-based paint: A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 milligram per centimeter squared ( $\text{mg}/\text{cm}^2$ ), or 0.5 % by weight or 5000 parts per million (PPM).

## 2. Performance Requirements

- a. The purpose of this paragraph of this Section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards of lead-based paint poisoning for units assisted under this part. This paragraph is issued under 24 CFR 35.24(b)(4) and supersedes, for all housing to which it applies, the requirements of subpart C of 24 CFR part 35.
- b. The requirements of this paragraph of this Section do not apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under part 982.
- c. If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part), must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with paragraph k of this Section.
- d. The CHD may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint, as defined in paragraph 1(f) of this Section. For purposes of this Section, a qualified lead-based paint inspector is a State or local health or housing agency, a lead-based paint inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.
- e. Treatment of defective paint surfaces required under this Section must be completed within 30 calendar days of CHD notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces within the 30 calendar-day period, treatment as required by paragraph k of this Section may be delayed for a reasonable time.
- f. The requirements in this paragraph apply to:
  - i. All painted interior surfaces within the unit (including ceilings but excluding furniture);

- ii. The entrance and hallway providing access to a unit in a multi-unit building; and
  - iii. Exterior surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).
- g. In addition to the requirements of paragraph c of this Section, for a dwelling unit constructed before 1978 that is occupied by a family with a child under the age of six years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.
- h. Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph k of this Section is required, and treatment shall be completed within the time limits in paragraph c of this Section.
- i. The requirements in paragraph g of this Section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age:
- i. Within the unit;
  - ii. The entrance and hallway providing access to a unit in a multi-unit building; and
  - iii. Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).
- j. In lieu of the procedures set forth in paragraph g of this Section, the CHD may, at its discretion, waive the testing requirement and require the owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in paragraph k of this Section.

- k. Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:
- i. A defective paint surface shall be treated if the total area of defective paint on a component is:
    - (1) More than 10 square feet on an exterior wall;
    - (2) More than 2 square feet on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to, ceilings, floors, doors, and interior walls;
    - (3) More than 10% of the total surface area on an interior or exterior component with a small surface area, including, but not limited to, windowsills, baseboards and trim.
  - ii. Acceptable methods of treatment are the following: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydroblasting or high pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joint edges sealed and caulked as needed to prevent the escape of lead contaminated dust.
  - iii. Prohibited methods of removal are the following: open flame burning or torching, machine sanding or grinding without a HEPA exhaust, uncontained hydroblasting or high pressure wash, and dry scraping except around electrical outlets or except when treating defective paint spots no more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty square feet on exterior surfaces.
  - iv. During exterior treatment soil and playground equipment must be protected from contamination.
  - v. All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead

solubilizing detergent such as trisodium phosphate or an equivalent solution.

- vi. Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.
- l. The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.
- m. Prior to execution of the HAP contract, the owner must inform the CHD and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.
- n. The CHD must attempt to obtain annually from local health agencies the names and addresses of children with identified EBLs and must annually match this information with the names and addresses of participants under this part. If a match occurs, the CHD must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, the CHD must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this Section, the family must be issued a voucher to move.
- o. The CHD must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, the CHD must keep the test results indefinitely and, if applicable, the owner certification and treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces were tested or tested and treated in accordance with the standards prescribed in this Section, such chewable surfaces do not have to be tested or treated at any subsequent time.
- p. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

J. Access

1. Performance Requirements

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

K. Site and Neighborhood

1. Performance Requirements

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

2. Acceptability Criteria

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

L. Sanitary Condition

1. Performance Requirements

The dwelling unit and its equipment must be in sanitary condition.

2. Acceptability Criteria

The dwelling unit and its equipment must be free of vermin and rodent infestation.

M. Smoke Detectors

1. Performance Requirements

a. Except as provided in paragraph b below of this Section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the

National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

- b. For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993, in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

#### **12.4. EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA**

The CHD will utilize the acceptability criteria as outlined above with applicable State and local codes. Additionally, the CHD has received HUD approval to require the following additional criteria:

- A. In each room, there will be at least one exterior window that can be opened and that contains a screen.
- B. Owners will be required to scrape peeling paint and repaint all surfaces cited for peeling paint with 2 coats of non-lead paint. An extension may be granted as a severe weather related item as defined below.
- C. Adequate heat shall be considered to be 68 degrees.
- D. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.
- E. A  $\frac{3}{4}$ " overflow pipe must be present on the hot water heater safety valves and installed down to within 6 inches of the floor.

#### **12.5. TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS**

- A. Correcting Initial HQS Fail Items

The CHD will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within 5 working days) upon receipt of a Request for Tenancy Approval. The owner and participant will be notified in writing of the results of the inspection. If the unit fails HQS again, the owner and the participant will



be advised to notify the CHD to reschedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to 30 calendar days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the HQS requirements.

**B. HQS Fail Items for Units under Contract**

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item list below), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 calendar days to correct the failed item(s).

If the owner fails to correct the HQS failed items after proper notification has been given, the CHD will abate payment and terminate the contract in accordance with Sections 12.7 and 17.0(B)(3).

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, the CHD will terminate assistance for the family in accordance with Sections 12.2(B) and 17.0(B)(3).

**C. Time Frames for Corrections**

1. Emergency repair items must be abated within 24 hours.
2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be abated within 72 hours.
3. Non-emergency items must be completed within 10 calendar days of the initial inspection.
4. For major repairs, the owner will have up to 30 calendar days to complete.

**D. Extensions**

At the sole discretion of the CHD, extensions of up to 30 calendar days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within 60 calendar days after the initial inspection date, the CHD will abate the rent and cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks.

## **12.6. EMERGENCY FAIL ITEMS**

The following items are to be considered examples of emergency items that need to be abated within 24 hours:

- A. No hot or cold water
- B. No electricity
- C. Inability to maintain adequate heat
- D. Major plumbing leak
- E. Natural gas, propane, or LP gas leak
- F. Broken lock(s) on first floor doors or windows
- G. Broken windows that unduly allow weather elements into the unit
- H. Electrical outlet smoking or sparking
- I. Exposed electrical wires that could result in shock or fire
- J. Unusable toilet when only one toilet is present in the unit
- K. Security risks such as broken doors or windows that would allow intrusion
- L. Other conditions which pose an immediate threat to health or safety

## **12.7. ABATEMENT**

When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within in the required time frame, the rent for the dwelling unit will be abated as of the first day of the next month. In no event shall the period of time allowed to correct the deficiencies exceed 30 calendar days from the date of the inspection.

The initial abatement period will not exceed 7 days. If the corrections of deficiencies are not made within the 7-day time frame, the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, the CHD will end the abatement the day the unit passes inspection. Rent will resume the following day and be paid the first day of the next month.

For tenant caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The tenant is held to the same standard and time frames for correction of deficiencies as owners. If repairs are not completed by the deadline, the CHD will send a notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an informal hearing.

Failure to maintain utility services that are designated in the lease as being the responsibility of the family will result in the unit failing housing quality standards inspection. If the service is not restored within 24 hours, the contract will be canceled, and assistance to the family will be terminated. A cancellation notice will be sent to the landlord and family by certified mail.

HAP contracts will be terminated after giving the owner thirty (30) calendar days notice from the first day of a month. It will be sent with the Notice of Abatement. Termination will end any abatement action.

## **13.0 OWNER CLAIMS FOR DAMAGES, UNPAID RENT, AND VACANCY LOSS AND PARTICIPANT'S ENSUING RESPONSIBILITIES**

This Section only applies to HAP contracts in effect before October 2, 1995. Voucher contracts in effect before October 2, 1995 have a provision for damages and unpaid rent. No vacancy loss is paid.

No Damage Claims will be processed unless the CHD has performed a move-out inspection. Either the tenant or the owner can request the move-out inspection. Ultimately, it is the owner's responsibility to request the move-out inspection if he/she believes there may be a claim.

Damage claims for contracts in effect before October 2, 1995 are limited in the following manner:

- A. In the Voucher Program, owners are allowed to claim up to one (1) month contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease. There will be no payment for vacancy losses under the Voucher Program.
- B. No damage claims will be paid effective on or after October 2, 1995.

### ***13.1. OWNER CLAIMS FOR PRE-OCTOBER 2, 1995 UNITS***

In accordance with the HAP contract, owners can make special claims for damages, unpaid rent, and vacancy loss (vacancy loss can not be claimed for vouchers) after the tenant has vacated or a proper eviction proceeding has been conducted.

Owner claims for damages, unpaid rent, and vacancy loss are reviewed for accuracy and completeness. Claims are then compared to the move-in and move-out inspections to determine if an actual claim is warranted. No claim will be paid for normal wear and tear. Unpaid utility bills are not an eligible claim item.

The CHD will make payments to owners for approved claims. It should be noted that the tenant is ultimately responsible for any damages, unpaid rent, and vacancy loss paid to the owner and will be held responsible to repay the CHD to remain eligible for the Section 8 Program.

Actual bills and receipts for repairs, materials, and labor must support claims for damages. The CHD will develop a list of reasonable costs and charges for items routinely included on damage claims. This list will be used as a guide.

Owners can claim unpaid rent owned by the tenant up to the date of HAP termination.

All claims and supporting documentation under this Section must be submitted to the CHD within thirty (30 calendar) days of the move-out inspection. Any reimbursement shall be applied first towards any unpaid rent. No reimbursement may be claimed for unpaid rent for the period after the family vacates.

### ***13.2. PARTICIPANT RESPONSIBILITIES***

If a damage claim or unpaid rent claim has been paid to an owner, the participant is responsible for repaying the amount to the CHD. This shall be done by either paying the full amount due immediately upon the CHD requesting it or through a Repayment Agreement that is approved by the CHD.

If the participant is not current on any Repayment Agreements or has unpaid claims on more than one unit, the participant shall be terminated from the program. The participant retains the right to request an informal hearing.

## **14.0 RECERTIFICATION**

### ***14.1. ANNUAL REEXAMINATION***

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

The CHD will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment. The letter includes forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the CHD will determine the family's annual income and will calculate their family share.

#### ***14.1.1. EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS***

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

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30 calendar day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

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

After calculation of the rent amount, if the HAP amount has been reduced to zero (\$0) due to increased income, a notice shall be sent to the family that is the HAP amount remains at \$0 during the next 180 days, the contract and assistance will be terminated.

#### **14.1.2. MISSED APPOINTMENTS**

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the CHD taking action to terminate the family's assistance. If there is no response to the second letter, a termination notice will be issued to both the family and the owner. The termination notice will inform the family of its right to request an informal hearing.

#### **14.2. INTERIM REEXAMINATIONS**

Families are required to report only the following changes between regular reexaminations. These changes will trigger an interim reexamination. During an interim reexamination only the information affected by the changes being reported will be reviewed and verified.

- A. All changes resulting in rent decreases expected to last at least 60 calendar days.
  - 1. If the change lasts less than 60 calendar days, the rent will be recalculated and increased
- B All income changes for families that declare zero income.
- C. A member has been added to the family through birth or adoption or court-awarded custody.
- D. A household member is leaving or has left the family unit.

In order to add a household member other than through birth or adoption (including a live-in aide) the family must request that the new member be added.

Before adding the new member, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security Number if they have one, and must verify their citizenship/eligible immigrant status. The new family member will go through the screening process similar to the process for applicants. The CHD will determine the eligibility of the individual before allowing them to be added.

If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, the CHD will grant approval to add their name. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member.

1. Family Composition Changes: All changes must be reported to the CHD. Additions to the family other than birth of a child must have prior written approval of the owner and the CHD.

Additions to the family will be denied to:

- a. Persons who have been evicted from public housing.
- b. Persons who have previously violated a family obligation as listed in 24CFR 982.551 of the HUD regulations.
- c. Persons who commit drug-related criminal activity or violent criminal activity.
- d. Persons who commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- e. Persons who currently owe rent or other amounts to the CHD or to another housing authority.

2. Effective Date of Rent Changes Due to Interim Recertification:

- a. Rent Decreases: If a change in family circumstances or income results in a rent decrease, the adjustment in rent will be effective the first day of the month following the date of reported change.
  - ii. The decrease will be granted pending verification.
  - iii. The participant will pay back any overpaid assistance if less than \$50.00.
  - iv. If the overage is more than \$50.00, the participant must sign a promissory note.
- b. Rent Increase: If a change in family circumstances or income results in a rent increase, the adjustment in rent will be made

effective the first day of the second month following that in which the change in family circumstances or income occurred.

- c. Notification of Change: Resident and owner will be notified as to any changes in the Housing Assistance Payment or tenant rent.

If an error in rent is revealed at any time during the income year, proper adjustment will be made to correct the error as follows:

1. Errors Which are the Fault of Resident:
  - a. Resulting in Increase: If the error is the fault of the resident, and results in the resident owing additional rent, such rent shall be repaid by the family within a reasonable period of time. Failure to repay may result in termination. See promissory note procedure.
  - b. Resulting in Decrease: If the error is the fault of the resident and it results in a decrease, the change will be made effective the first of the month following the month in which the change is reported or discovered.
2. Errors Which are Not the Fault of Resident:
  - a. Resulting in Increase: If the error is not the fault of the resident and it results in increased tenant rent, such rent shall be made effective the first day of the second month following the month the change was reported.
  - b. Resulting in Decrease: If the error is not the fault of the resident, and corrective action results in a decreased rent, the corrected rent shall be made effective as of the date the error was made. If a refund is necessary, because of a decrease in rent, it shall be processed immediately. The refund will be for the amount due for the period of time the error was in effect.

After calculation of the rent amount, if the HAP amount has been reduced to zero (\$0) due to increased income, a notice shall be sent to the family that is the HAP amount remains at \$0 during the next 180 days, the contract and assistance will be terminated.

### ***14.3. SPECIAL REEXAMINATIONS***

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, the CHD may

schedule special reexaminations every 60 calendar days until the income stabilizes and an annual income can be determined.

#### **14.4. ZERO INCOME REPORTING**

Families reporting zero income will be required to complete a questionnaire and submit an expense statement for all family members, reflecting all funds and sources of funds coming into the household and the method of payment for utilities, telephone, incidentals, food, rent, vehicle expenses, clothing, etc. (See 24 CFR §5.609 for types of amounts, monetary or not, which are included as income.)

### **15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE CHD (982.552, 982.553)**

The CHD may at any time terminate program assistance for a participant, because of any of the actions or inaction by the household:

- A. If the family violates any family obligations under the program.
- B. If a family member fails to sign and submit consent forms.
- C. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the CHD determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.
- D. If any member of the family has ever been evicted from public housing.
- E. If the CHD has ever terminated assistance under the Certificate or Voucher Program for any member of the family.
- F. Any drug-related, violent criminal activity, or criminal activity on the property by the leaseholder, a member of the household, or a guest, or any criminal activity on or off the property by the leaseholder or a household member.
- G. Have a household member who is currently engaging in illegal use of a drug;
- H. Have a household member who is a fugitive felon, parole violator or person fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;



- I. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.
- J. If the family currently owes rent or other amounts to the CHD or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.
- K. If the family has not reimbursed the CHD or any other Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- L. If the family breaches an agreement with the CHD to pay any amounts owed (as referenced above), the CHD may, at its discretion, offer a family the opportunity to enter an agreement to pay amounts owed. The CHD may prescribe the terms of the agreement.
- M. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.
- N. If the family has engaged in or threatened abusive or violent behavior toward CHD personnel.
- O. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.
- P. If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the CHD to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Q. Have a household member who has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing;
- R. For purposes of this section, CHD may terminate assistance for criminal activity by a household member as authorized in this section if CHD determines, based on a preponderance of the evidence, that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted of such activity.
  - 1.) If CHD proposes to terminate assistance for criminal activity as shown by a criminal record, CHD will notify the household of the proposed action to be based on the information and must provide the person with the criminal record (i.e., the family member) and the head of household with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record, in accordance with the procedures established for the Informal Hearing procedure. The

household will have ten (10) calendar days to dispute the accuracy and relevance of the record in writing.

- S. In circumstances of a family break up, CHD will make a determination of which family member will retain the housing choice voucher, taking into consideration the following factors:
  - 1. To whom the housing choice voucher was issued.
  - 2. The interest of minor children or of ill, elderly, or disabled family members.
  - 3. Whether the assistance should remain with the family members remaining in the unit.
  - 4. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.
- T. If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, CHD will be bound by the court's determination of which family members continue to receive assistance in the program.
- U. Any family absent from the assisted unit for more than 45 consecutive calendar days must be terminated from the program.

## **16.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS**

### ***16.1. COMPLAINTS***

The CHD will investigate and respond to complaints by participant families, owners, and the general public. The CHD may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible.

### ***16.2. INFORMAL REVIEW FOR THE APPLICANT***

#### **A. Informal Review for the Applicant**

The CHD will give an applicant for participation in the Section 8 Existing Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the CHD decision. The notice will state that the applicant may request an informal review within 10

business days of the denial and will describe how to obtain the informal review.

B. When an Informal Review is not Required

The CHD will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under the CHD subsidy standards.
2. A CHD determination not to approve an extension or suspension of a certificate or voucher term.
3. A CHD determination not to grant approval to lease a unit under the program or to approve a proposed lease.
4. A CHD determination that a unit selected by the applicant is not in compliance with HQS.
5. A CHD determination that the unit is not in accordance with HQS because of family size or composition.
6. General policy issues or class grievances.
7. Discretionary administrative determinations by the CHD.

C. Informal Review Process

The CHD will give an applicant an opportunity for an informal review of the CHD decision denying assistance to the applicant. The procedure is as follows:

1. The review will be conducted by any person or persons designated by the CHD other than the person who made or approved the decision under review or a subordinate of this person.
2. The applicant will be given an opportunity to present written or oral objections to the CHD decision.

D. Considering Circumstances

In deciding whether to deny assistance because of action or inaction by members of the family, the CHD may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The CHD may impose, as a condition of assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The CHD may permit the other members of a participant family to receive assistance.

If the CHD seeks to deny assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the CHD provides notice to the family of the CHD determination to deny or deny assistance. In determining whether to deny assistance for these reasons the CHD will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

E. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The applicant family may request that the CHD provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the applicant family within 30 calendar days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 calendar days of receipt of the INS appeal decision.

For applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 30 calendar days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision to request the review.

### **16.3. INFORMAL HEARINGS FOR PARTICIPANTS**

A. When a Hearing is Required

1. The CHD will give a participant family an opportunity for an informal hearing to consider whether the following CHD decisions relating to the

individual circumstances of a participant family are in accordance with the law, HUD regulations, and CHD policies:

- a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
  - b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the CHD utility allowance schedule.
  - c. A determination of the family unit size under the CHD subsidy standards.
  - d. A determination that a Voucher Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the CHD subsidy standards, or the CHD determination to deny the family's request for an exception from the standards.
  - e. A determination to terminate assistance for a participant family because of the family's action or failure to act.
  - f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the CHD policy and HUD rules.
2. In cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this Section, the CHD will give the opportunity for an informal hearing before the CHD terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not Required

The CHD will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by the CHD.
2. General policy issues or class grievances.
3. Establishment of the CHD schedule of utility allowances for families in the program.
4. A CHD determination not to approve an extension or suspension of a voucher term.
5. A CHD determination not to approve a unit or lease.

6. A CHD determination that an assisted unit is not in compliance with HQS. (However, the CHD will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)
7. A CHD determination that the unit is not in accordance with HQS because of the family size.
8. A determination by the CHD to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family

1. In the cases described in paragraphs 16.3(A)(1)(a), (b), and (c), of this Section, the CHD will notify the family that the family may ask for an explanation of the basis of the CHD's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.
2. In the cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this Section, the CHD will give the family prompt written notice that the family may request a hearing within 10 business days of the notification. The notice will:
  - a. Contain a brief statement of the reasons for the decision; and
  - b. State this if the family does not agree with the decision, the family may request an informal hearing on the decision within 10 business days of the notification.

D. Hearing Procedures

The CHD and participants will adhere to the following procedures:

1. Discovery
  - a. The family will be given the opportunity to examine before the hearing any CHD documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If the CHD does not make the document(s) available for examination on request of the family, the CHD may not rely on the document at the hearing.
  - b. The CHD will be given the opportunity to examine, at the CHD's offices before the hearing, any family documents that are directly relevant to the hearing. The CHD will be allowed to copy any such document at the CHD's expense. If the family does not make the document(s) available for examination on request of the CHD, the family may not rely on the document at the hearing.

Note: The term **document** includes records and regulations.

2. Representation of the Family

At its own expense, a lawyer or other representative may represent the family.

3. Hearing Officer

- a. The hearing will be conducted by any person or persons designated by the CHD, other than a person who made or approved the decision under review or a subordinate of this person.
- b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with the CHD hearing procedures.

4. Evidence

The CHD and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

5. Issuance of Decision

The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

6. Effect of the Decision

The CHD is not bound by a hearing decision:

- a. Concerning a matter for which the CHD is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing under the CHD hearing procedures.
- b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
- c. If the CHD determines that it is not bound by a hearing decision, the CHD will notify the family within 14 calendar days of the determination, and of the reasons for the determination.

E. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the CHD may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The CHD may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The CHD may permit the other members of a participant family to continue receiving assistance.

If the CHD seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the CHD provides notice to the family of the CHD determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the CHD will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

F. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The participant family may request that the CHD provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 calendar days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 calendar days of receipt of the INS appeal decision.



For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 calendar days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision.

## 17.0 TERMINATION OF THE LEASE AND CONTRACT

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by the CHD. Under some circumstances, the contract automatically terminates.

### A. Termination of the lease

#### 1. By the family

The family may terminate the lease without cause upon proper notice to the owner and to the CHD after the first year of the lease. The length of the notice that is required is stated in the lease (generally 30 calendar days).

#### 2. By the owner

a. The owner may terminate the lease during its term on the following grounds:

- i. Serious or repeated violations of the terms or conditions of the lease;
- ii. Violation of Federal, State, or local law that impose obligations on the tenant in connection with the occupancy or use of the unit and its premises;
- iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;
- iv. Any drug-related criminal activity on or near the premises;
- v. Other good cause. Other good cause may include, but is not limited to:

- (1) Failure by the family to accept the offer of a new lease;
  - (2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
  - (3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;
  - (4) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.
- b. During the first year, the owner may not terminate tenancy for other good cause unless the reason is something the household did or failed to do.
  - c. The owner may only evict the tenant by instituting court action. The owner must give the CHD a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.
  - d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

3. Termination of the Lease by mutual agreement

The family and the owner may at any time mutually agree to terminate the lease.

B. Termination of the Contract

1. Automatic termination of the Contract

- a. If the CHD terminates assistance to the family, the contract terminates automatically.
- b. If the family moves out of the unit (including abandonment), the contract terminates automatically.
- c. The contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

2. Termination of the contract by the owner

The owner may only terminate tenancy in accordance with lease and State and local law.

3. Termination of the HAP contract by the CHD

The CHD may terminate the HAP contract because:

- a. The CHD has terminated assistance to the family.
- b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.
- c. The unit is larger than appropriate for the family size or composition under the regular Voucher Program.
- d. When the family breaks up and the CHD determines that the family members who move from the unit will continue to receive the assistance.
- e. The CHD determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.
- f. The owner has breached the contract in any of the following ways:
  - i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.
  - ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937.
  - iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
  - iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement;
  - v. If the owner has engaged in drug trafficking.

4. Final HAP payment to owner

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, the CHD will continue to make payments until the owner obtains a judgment or the family moves out.

## **18.0 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE**

Occasionally, it is necessary for the CHD to spend money of its Section 8 Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with federal and State law.

The CHD Board of Commissioners authorizes the Executive Director to expend without prior Board approval up to **\$25,000** for authorized expenditures.

Any item(s) exceeding **\$25,000** will require prior Board of Commissioner approval before any charge is made against the Section 8 Administrative Fee Reserve.

## **19.0 INTELLECTUAL PROPERTY RIGHTS**

No program receipts may be used to indemnify contractors or subcontractors of the CHD against costs associated with any judgment of infringement of intellectual property rights.

## **20.0 MONITORING PROGRAM PERFORMANCE**

A strong emphasis is placed on staff communication in monthly staff meetings. Problems and potential problems are investigated, discussed and handled using team effort. CHD management policy is formulated accordingly.

Internal policies and procedures, as required for the implementation of the Administrative Plan, shall be developed as necessary.

Management Assessment Objectives: The CHD operates its housing assistance program with efficiency and can demonstrate to HUD auditors that the CHD is using its resources in a manner that reflects its commitment to quality and service. The CHD policies and practices are consistent with the goals and objectives of the following HUD SEMAP indicators:

- ▶ Selection for the Waiting List
- ▶ Reasonable Rent
- ▶ Determination of Adjusted Income
- ▶ Utility Allowance Schedule

- ▶ HQS Quality Control Inspections
- ▶ HQS Enforcement
- ▶ Expanding Housing Opportunities
- ▶ FMR/exception Rent & Payment Standards
- ▶ Annual Re-examinations
- ▶ Correct Tenant Rent Calculations
- ▶ Pre-Contract HQS Inspections
- ▶ Annual HQS Inspections
- ▶ Lease-up
- ▶ Family Self-Sufficiency Enrollment
- ▶ Percent of FSS Participants with Escrow Account Balances
- ▶ Funding assigned according to ACC contract stipulations.

In order to demonstrate compliance with HUD and other pertinent regulations, the CHD will maintain records, reports and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional or other interested party to follow, monitor and assess the CHD's operational procedures. Monitoring for SEMAP purposes will be based on the size of the quality control sample required for the size of this housing authority as stated in 24 CFR §985.2. Records and reports will be maintained for the purpose of:

- A. Demonstrating that at least 98% of families were selected from the waiting list in accordance with the policies and met the correct selection criteria.
- B. Determining that at least 98% of randomly selected tenant files indicate that the CHD approved reasonable rents at the time of initial lease-up and before any increase in rent.
- C. Monitoring CHD practices for obtaining income information, proper calculation of allowances and deductions, and utility allowances used to determine adjusted income for families.
- D. Demonstrating that for at least 90% of families, CHD obtained third party verification on reported family annual income, assets totaling over \$5,000, expenses related to deductions, and other factors that affect the determination of adjusted income.
- E. For the same sampling as item D., CHD used the verified information in determining adjusted income, and/or documents the file to show why third party verification was not available.
- F. Demonstrating that the CHD has annually analyzed utility rates locally to determine if there has been a change of 10% or more since the last time the utility schedule was revised.
- G. Determining that during the fiscal year the CHD performs supervisory HQS quality control inspections for at least 5% of all units under contract.

- H. Determining that a review of selected files indicate that for at least 98% of failed inspections, the CHD ensures timely correction of HQS deficiencies or abates CHD's or takes action to enforce family obligations.
- I. Demonstrating that the CHD provides families and owners information that actively promotes the deconcentration of assisted families in low income neighborhoods.
- J. Demonstrating that at least 90% of units newly leased have an initial gross rent which does not exceed the FMR, aside from OFTO tenancies and Voucher payment standards are not less than 80% of the current FMR/exception rent limit unless otherwise approved by HUD.
- K. Demonstrating that at least 96% - 100% of reexams are processed on time.
- L. Demonstrating that less than 2% of all tenant files have rent calculation discrepancies.
- M. Demonstrating that not less than 98% of newly leased units passed HQS inspections before the CHD contract date.
- N. Demonstrating that the CHD performs annual HQS inspections on time for not less than 96 % of all units under contract.
- O. Demonstrating that the CHD leases not less than 98% of budgeted units during the fiscal year.
- P. Determining that the CHD has filled at least 80% of its FSS slots.
- Q. Demonstrating that at least 30% of the CHD's FSS participants have escrow balances.
- R. In addition to the SEMAP factors, to ensure quality control, supervisory staff will audit the following functions: reexaminations, new applications, and any damage claims processed.

Changes in approach are initiated on an as-needed basis, subject to program regulations and funding limitations.

## **21.0 TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM**

### **A. New HAP Contracts**

On and after August 12, 1999, the CHD will only enter into a HAP contract for a tenancy under the voucher program, and will not enter into a new HAP contract for a tenancy under the certificate program.

### **B. Over-FMR Tenancy**

If the CHD had entered into any HAP contract for an over FMR tenancy under the certificate program prior to the merger date of August 12, 1999, on and after August 12, 1999 such tenancy shall be considered and treated as a tenancy under the voucher program, and will be subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b)(2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of August 12, 1999.

### **C. Voucher Tenancy**

If the CHD had entered into any HAP contract for a voucher tenancy prior to the merger date of August 12, 1999, on and after August 12, 1999 such tenancy will continue to be considered and treated as a tenancy under the voucher program, and will be subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b) (2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of August 12, 1999.

### **D. Regular Certificate Tenancy**

The CHD will terminate program assistance under any outstanding HAP contract for a regular tenancy under the certificate program entered into prior to the merger date of August 12, 1999 at the effective date of the second regular reexamination of family income and composition on or after the merger date of August 12, 1999. Upon such termination of assistance, the HAP contract for such tenancy terminates automatically. The CHD will give at least 120 calendar days written notice of such termination to the family and the owner, and the CHD will offer the family the opportunity for continued

tenant-based assistance under the voucher program. The CHD may deny the family the opportunity for continued assistance in accordance with 24 CFR 982.552 and 24 CFR 982.553.

## **22.0 CONDUCTING BUSINESS IN ACCORDANCE WITH CORE VALUES AND ETHICAL STANDARDS**

### **22.1 *PURPOSE***

CHD continues to work to assure the highest level of public service. Recognizing that compliance with any ethical standard(s) rests primarily on personal integrity and specifically in this situation with the integrity of the employees and management of CHD, the divisional procedures are designed to address those acts or omissions that could be deemed injurious to the general mission of CHD.

They are not intended, nor should they be construed, as an attempt to unreasonably intrude upon the individual's right to privacy and the right to participate freely in a democratic society and economy.

CHD maintains policy and procedural documents for the purpose of managing business conduct and ethical standards for employees of CHD and those doing business with CHD. Some of these documents are:

- ▶ Employees with Relatives Doing Business with the Community Housing Division. This policy contains a Conflict of Interest statement and a Disclosure Statement.
- ▶ Fraud Prevention and Awareness

In addition to written policies, CHD, as a division of the City of Glendale municipal government, is mandated to send all employees to City sponsored Ethics training.

### **22.2 *CONFLICT OF INTEREST***

In accordance with 24 CFR 982.161, neither CHD nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with the tenant-based programs in which any of the following classes of persons has any interest, direct or indirect, during his or her tenure with CHD or for one year thereafter:

- A. Any present or former member or officer of CHD (except a participant commissioner);
- B. Any employee of CHD or any contractor, subcontractor or agent of CHD who formulates policy or who influences decisions with respect to the programs;
- C. Any public official, member of a governing body, or State or local legislator who exercises functions or responsibilities with respect to CHD's programs; or
- D. Any member of the Congress of the United States.



Any member of the classes described in A, B, C, or D, must disclose their interest or prospective interest to CHD and HUD.

The Conflict of Interest prohibition under this section (24.2) may be waived by the HUD Field Office upon the request of CHD for good cause.

### **22.3 *PROHIBITION OF SOLICITATION OR ACCEPTANCE OF GIFTS***

No CHD employee shall solicit any gift or consideration of any kind, nor shall any CHD employee accept or receive a gift from any person who has an interest in any matter proposed or pending before the Authority.

### **22.4 *CHD ADMINISTRATIVE AND DISCIPLINARY REMEDIES FOR VIOLATION OF THIS CODE OF CONDUCT***

Violations of this Code of Conduct Policy will result in disciplinary action as outlined in the CHD Policy or the City of Glendale Human Resources Policies.

## **23.0 SUPPORT FOR OUR ARMED FORCES**

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

- A. If a family finds it necessary for another adult to temporarily move into a unit solely to serve as a temporary guardian for children residing in the unit, the income received by the temporary guardian will not be counted in determining family income. The presence of the temporary guardian will need to be approved by the landlord.
- B. Although typically a criminal background check is required before anyone can participate in the housing choice voucher program, this requirement will be waived for a temporary guardian. Instead, the background check will occur after the person moves into the assisted unit. If the results of the check indicate that the person is ineligible for the program, the family shall be given a reasonable time to find a replacement temporary guardian.
- C. Recognizing that activation in the Reserves or National Guard can be very disruptive to a family's income, CHD will expeditiously re evaluate a resident's portion of the rent if requested to do so.
- D. A unit cannot be held by a family that is not residing in it as their primary residence for more than 180 consecutive days because of a specific federal

regulation. If all members of a military family are temporarily absent from the unit because a member of the family has been called to active duty, the family can retain control of the unit by paying the required rent and returning to the unit within 30 calendar days of the conclusion of the active duty service. If the service extends beyond 180 calendar days, CHD will seek a waiver of the 180-day limit from HUD.

## **24.0 HOMEOWNERSHIP PROGRAM**

CHD supports the optional Section 8 Homeownership program and has written a separate policy document that controls this section. Please see the Community Housing Division Section 8 Homeownership Program policy for guidance.

## **25.0 FRAUD**

The CHD is fully committed to combating fraud in its Section 8 housing program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading the CHD. It results in the inappropriate expenditure of public funds and/or a violation of Section 8 requirements.

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

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

- A. Require the resident to immediately repay the amount in question;
- B. Require the resident to enter into a satisfactory repayment agreement;
- C. Terminate the resident's rental assistance;
- D. Refer the case for criminal prosecution; or
- E. Take such other action deemed appropriate by CHD.

## **26.0 QUALITY CONTROL OF SECTION 8 PROGRAM**

In order to maintain the appropriate quality standards for the Section 8 program, CHD will regularly review files and records to determine if the work documented in

the files or records conforms to program requirements. This shall be accomplished by a peer review and management staff, as long as it is done by another qualified person other than the one originally responsible for the work or someone subordinate to that person. The number of files and/or records checked shall be at least equal to the number specified in the Section 8 Management Assessment Program (SEMAP) for our size housing authority.

Among the areas that shall have quality control reviews are the following:

- A. The proper people were selected from the waiting list and their selection criteria were actually met by the applicants.
- B. The determination of rent reasonableness.
- C. Participants are paying the appropriate rent and their income and expenses were properly verified both upon admission and re-certification.
- D. HQS inspections were properly made.
- E. HQS deficiencies were properly followed up on and appropriate repairs were made in a timely manner.
- F. File determinations and actions are documented in narrative format Notations to File

If significant errors are found during a quality control review, then appropriate training shall be immediately conducted for the person or persons who made the errors and that person shall correct all of his or her errors. All staff responsible for case file work will be involved in a review of the area of concern to ensure consistency in actions.

## 27.0 GLOSSARY

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

**Absorption:** In portability, the point at which a receiving CHD stops billing the initial CHD for assistance on behalf of a portable family. [24 CFR 982.4]

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

**Administrative Fee:** Fee paid by HUD to the CHD for the administration of the program.

**Administrative Plan:** The plan that describes CHD policies for the administration of the tenant-based programs.

**Admission:** The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under age 13. Other allowance can be given at the discretion of the CHD.

**Amortization Payment:** In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home.

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

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

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

- d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

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

**Area of Operation:** The recognized City limits of the City of Glendale which shall not conflict with any other area of jurisdiction.

**Assets:** See net family assets.

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

**Assisted Lease (lease):** A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the CHD.

**Certificate:** A document issued by CHD to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for CHD approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

**Certification:** The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

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

**Child Care Expenses:** Amounts anticipated to be paid by the family for the care of children under age 13, during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of child-care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

**Citizen:** A citizen or national of the United States.

**Common Space:** In shared housing: Space available for use by the assisted family and other occupants of the unit.

**Congregate Housing:** Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

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

**Contiguous MSA:** In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial CHD is located.

**Continuously Assisted:** An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

**Cooperative:** Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

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

**Domicile:** The legal residence of the household head or spouse as determined in accordance with State and local law.

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

**Department:** The Department of Housing and Urban Development.

**Dependent:** A member of the family (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 (full-time student can be an adult, but not the head or household or spouse).

**Delay (In the Provision of Assistance to Non-Citizens):** Assistance to an applicant may be delayed until after the conclusion of the INS appeal process, but not denied until after the conclusion of the CHD informal hearing process.

**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.

The deduction is equal to the amount by which the cost exceeds 3% of the family's annual income. The deduction may not exceed the earned income received by the family member who is enabled to work as a result of this expense.

**Disabled Family:** A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.") For purposes of qualifying for low-income housing, any family member who is disabled will qualify the family under this category.

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

**Displaced Family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. For purposes of qualifying for low-income housing, any family member who is disabled will qualify the family under this category.

**Displaced Person:** A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

**Drug Related Criminal Activity:** Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

**Drug Trafficking:** The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

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

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

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

**Evidence (Credible):** Credible Evidence includes, but is not limited to, evidence obtained from police and/or court records. Testimony from neighbors, when combined with other

factual evidence, can be considered credible evidence. Other credible evidence includes, but is not limited to, documentation of drug raids or arrest warrants.

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

**Evidence of Citizenship or Eligible Status:** The documents that must be submitted to evidence citizenship or eligible immigration status.

**Exception Rent:** An amount that exceeds the published fair market rent.

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

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

**Fair Market Rent (FMR):** The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

**Family** includes but is not limited to:

- a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- b. An elderly family;
- c. A near-elderly family;
- d. A disabled family;
- e. A displaced family;
- f. The remaining member of a tenant family;
- 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, or



- h. Two or more persons who are not so related but who live together in a stable relationship and share resources. (24 CFR §5.403)

**Family Members:** include all household members except live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058.

**Family Self-Sufficiency Program (FSS program):** The program established by a CHD to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

**Family Share:** The portion of rent and utilities paid by the family.

**Family Unit Size:** The appropriate number of bedrooms for a family as determined by the CHD under the CHD's subsidy standards.

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

**FMR/Exception Rent Limit:** The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, the CHD may adopt a payment standard up to the FMR/exception rent limit.

**Full-time Student:** A person who is attending school or vocational training on a full-time basis. This is defined as either 12 semester hours or as defined by the educational institution.

**Gross Rent:** The sum of the rent to the owner plus any utilities.

**Group Home:** A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

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

**Household Members:** include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

**Housing Assistance Payment (HAP):** The monthly assistance by a CHD, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

**Housing Quality Standards (HQS):** The HUD minimum quality standards for housing assisted under the Section 8 program.

**Housing Voucher:** A document issued by a CHD to a family selected for admission to the Voucher Program. This document describes the program and the procedures for CHD approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

**Housing Voucher Holder:** A family that has an unexpired housing voucher.

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

**Imputed Welfare Income:** The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

**Income:** Includes all monetary amounts which are received on behalf of the family. For purposes of calculating the Total Tenant Payment, HUD defines what is to be calculated and what is to be excluded in the federal regulations. In accordance with this definition, all income which is not specifically excluded in the regulations is counted.

**Income Category:** Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

**Incremental Income:** The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

**Initial PHA:** In portability, both: (1) a PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and (2) a PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

**Initial Payment Standard:** The payment standard at the beginning of the HAP contract term.

**Initial Rent to Owner:** The rent to owner at the beginning of the initial lease term.

**INS:** The U.S. Immigration and Naturalization Service.

**Interim (Examination):** A reexamination of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrant such a reexamination.

**Involuntary Displacement** An applicant is or will be involuntarily displaced if the applicant has vacated or will have to vacate the unit where the applicant lives because of one or more of the following:

- a. Displacement by disaster. An applicant's unit is uninhabitable because of a disaster such as a fire or flood.
- b. Displacement by government action. Activity carried on by an agency of the United States or by any State or local governmental body or agency in connection with code enforcement or a public improvement or development program.
- c. Displacement because of Domestic Violence, An applicant must relocate because of a domestic violence situation.

**Jurisdiction:** The area in which the CHD has authority under State and local law to administer the program.

**Lease:** A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the CHD.

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

- a. Is determined to be essential to the care and well-being of the persons;
- b. Is not obligated for the support of the persons; and
- c. Would not be living in the unit except to provide the necessary supportive services.

**Low-income Families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

**Manufactured Home:** A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

**Manufactured Home Space:** In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

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

**Minor:** A person less than eighteen years of age. (Head of household, spouse, or an unborn child may not be counted as a minor for purposes of allowing a deduction.)

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

**Moderate Rehabilitation:** Rehabilitation involving a minimum expenditure of \$1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

- a. Upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance; or
- b. Repair or replace major building systems or components in danger of failure.

**Monthly Adjusted Income:** One twelfth of adjusted income.

**Monthly Income:** One twelfth of annual income.

**Mutual Housing** is included in the definition of "cooperative."

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

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

**Net Family Assets:**

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

market value if the applicant or tenant receives important consideration not measurable in dollar terms.

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

**Notice Of Funding Availability (NOFA):** For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance, and the criteria for awarding the funding.

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

**Owner:** Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

**Participant (participant family):** A family that has been admitted to the CHD's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the CHD for the family (first day of initial lease).

**Payment Standard:** In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, the CHD sets a payment standard in the range from 90% to 110% of the current FMR.

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

- a. Has a disability as defined in 42 U.S.C. 423.
- b. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
  1. Is expected to be of long-continued and indefinite duration;
  2. Substantially impedes his or her ability to live independently; and
  3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
- c. Has a developmental disability as defined in 42 U.S.C. 6001.

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

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

**Portability:** Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial CHD.

**Premises:** The building or complex in which the dwelling unit is located, including common areas and grounds.

**Private Space:** In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

**Preservation:** This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

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

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

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

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

**Public Housing Agency:** A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

**Reasonable Rent:** A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

**Receiving PHA:** In portability, a PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher, and provides program assistance to the family.

**Re-certification:** A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

**Refugee:** A person who has been determined to qualify as defined by the INS.

**Remaining Member of a Tenant Family:** A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

**Rent to Owner:** The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

**Responsible Entity:**

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

**Resident of Area:** A family living in the CHD's jurisdiction, working in the CHD's jurisdiction, or notified that they are hired to work in the CHD's jurisdiction. The length of time the family has lived or worked in the jurisdiction may not be considered.

**Set-up Charges:** In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

**Shared Housing:** A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

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

**Single Person:** Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

**Single Room Occupancy Housing (SRO):** A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

**Special Admission:** Admission of an applicant that is not on the CHD waiting list, or without considering the applicant's waiting list position.

**Special Housing Types:** Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

**Specified Welfare Benefit Reduction:**

- a. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency

sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

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

**Sporadic Income:** Income that is neither reliable nor periodic.

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

**Statement of Family Responsibility:** An agreement in the form prescribed by HUD, between the CHD and a Family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

**Subsidy Standards:** Standards established by a CHD to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**Suspension:** Stopping the clock on the term of a family's voucher, for such period as determined by the CHD, from the time when the family submits a request for CHD approval to lease a unit, until the time when the CHD approves or denies the request. Also referred to as tolling.

**Tenant:** The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

**Tenant Rent:** The amount payable monthly by the family as rent to the owner minus any utility allowance.

**Third party (verification):** Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

**Tolling:** See suspension.



## Total Tenant Payment (TTP):

- a. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act. which is the higher of:

30% of the family's monthly-adjusted income;

10% of the family's monthly income;

Minimum rent; or

If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

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

**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 CHD or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

**Utility Hook-up Charge:** In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

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

## Verification:

- a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).
- b. The three types of verification are:
1. Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.)
  2. Documentation, such as a copy of a birth certificate or bank statement

3. Family certification or declaration (only used when third-party or documentation verification is not available)

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

**Violent Criminal Activity:** Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

**Voucher (rental voucher):** A document issued by a CHD to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for CHD approval of a unit selected by the family and states the obligations of the family under the program.

**Voucher Holder:** A family holding a voucher with unexpired search time.

**Waiting List Admission:** An admission from the CHD waiting list. *[24 CFR 982.4]*

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

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

It includes such benefits even when they are:

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

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

The term "assistance" excludes:

- A. Nonrecurrent, short-term benefits that:
  1. Are designed to deal with a specific crisis situation or episode of need;
  2. Are not intended to meet recurrent or ongoing needs; and

3. Will not extend beyond four months.
- B. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);
  - C. Supportive services such as childcare and transportation provided to families who are employed;
  - D. Refundable earned income tax credits;
  - E. Contributions to, and distributions from, Individual Development Accounts;
  - F. Services such as counseling, case management, peer support, childcare information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and
  - G. Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

## 28.0 ACRONYMS

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
CHD	Community Housing Division
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PBC	Project-Based Certificate (program)
QHWRA	Quality Housing and Work Responsibility Act of 1998
PHA	Public Housing Agency
PS	Payment Standard
SSD	Social Security Disability
SSI	Supplemental Security Income
TTP	Total Tenant Payment

## 29.0 APPENDIX A - CALCULATION FORMULAS

### 29.1 *TENANT CHOICE OF A LARGER UNIT*

As long as the TTP stays under 40% of the adjusted monthly income, a family may rent a larger unit. CHD will pay HAP based on the payment standard that the family is entitled to, not on the larger unit.

However, in a situation where the income decreases, CHD will pay an increased HAP based on the payment standard as determined by CHD and not according to the larger unit size chosen by the family. The family will be responsible for any excess rent amount due on the larger unit.

### 29.2 *ANNUAL INCOME*

A. Income: Annual income is the gross income anticipated to be received by the family during the 12 months following the effective date of admission or re-examination. (See Definition of Annual Income).

#### 1. Computation of Annual Income

- a. Use current family circumstances to anticipate income, unless the verification indicates an imminent change.
- b. Annualize all income, including income that may not last the full 12 months (such as unemployment benefits). When circumstances change, an interim re-examination may be processed.

#### 2. Calculation Examples

- a. Regular Employment:
  - i. Hourly: Average hourly rate x average hours worked per week x 52 = annual income.
  - ii. If the hours worked are full time (40 hours per week) for 52 weeks per year, 2080 hours = full time 52-week pay.
  - iii. Salaried: Monthly salary x 12 = annual income.
  - iv. Tips: Average tips per week x 52 = average annual tips.

- v. Overtime: Average overtime hours per week x overtime rate x 52 = annual overtime.
  
- b. Non-Regular Employment: Includes employment where wages, hours, and employers worked for are flexible and no business-related deductions are claimed. In general, this category applies to those types of employment that do not readily fit in the regular employment category. For example, a person who does yard work for the same employers, same wage, and same number of hours per period could and should be verified under the procedures for regular employment. However, if the client's wages, employers, and hours change frequently, their employment would be considered non-regular.
  - i. Verification: The client must Self-Declare the following information:
    - aa. Type of work or services performed
    - bb. Average amount of income earned per month
    - cc. Signature of client and date prepared
  - ii. Calculation: Average monthly income times 12 = annual income from non-regular employment.
  
- c. Public Assistance: (Includes but not limited to AFDC, General Assistance, Supplemental Security Benefits, and Unemployment Compensation.) See calculation below:
  - i. Monthly Benefit x 12 = annual benefit
  - ii. Overpayments: In the case of benefits where a previous overpayment is currently being deducted, the gross amount of the benefit minus the deduction for repayment shall be used.
  
- d. Pensions/Social Security: Includes Social Security benefits, Veterans benefits, Pension, retirement, and annuity benefits. See calculation below:
  - i. Monthly benefit x 12 = annual benefit
  - ii. Overpayments: In the case of benefits where a previous overpayment is currently being deducted, the gross amount of the benefit minus the deduction for repayment shall be used.

iii. If the overpayment is for a period less than 12 months, use the adjusted amount x number of months for the adjusted amount. For the balance of the 12-month period, use the actual benefit amount.

e. Child Support, Alimony, and Support payments made by other individuals: Includes regular payments made by a parent for the support of a minor child residing in the household, regular payments made by a former spouse, and any regular payments made by relatives, friends, or other persons to the family, or on behalf of the family for basic rent and utilities. See calculation below:

i. Amount of payment x frequency = annual support income

Monthly	(12)	
Weekly	(52)	= Frequency
bi-monthly	(24)	
bi-weekly	(26)	

f. Lump-Sum Payments: Generally, lump-sum amounts received by a family are considered assets, not income, i.e. inheritances, insurance, settlements, proceeds from the sale of property, etc. Deferred payments made because of a delay in processing a periodic payment such as unemployment, social security, welfare benefits, etc. must be counted as income. If an interim re-examination was not conducted to reduce the total tenant payment, any lump sum amounts received by the family will be treated as an asset. The following example will apply only if an interim re-examination to reduce the total tenant payment is conducted. Example:

Family member loses her job on October 10, 1986. Unemployment benefits are delayed. On December 10, 1986, family received a lump-sum payment of \$600 for October 21, 1986 through December 7, 1986. Beginning December 8, 1986, the family receives \$100 per week in unemployment benefits.

i. Family requests and the CHD processes an interim re-examination. The interim re-examination reduces the family's total tenant payment and is effective November 1, 1986. After family receives lump-sum payment in December, CHD processes another interim re-examination. Interim is effective February 1, 1987 and Annual Income is computed as shown below. CHD

annualizes income even though unemployment income is not expected to last the full twelve months and reminds family to come in for an interim when circumstances change.

- ii. Any amounts deducted from lump sum payments for attorney's fees shall be deducted from the lump sum amount that is counted as income.
- iii. Any lump sum amounts, counted as income, shall be included as income for the entire year (until the next annual re-examination), or for 12 months, whichever is greater. An example of this calculation is:

\$600 (Lump-sum payment) plus \$5200 (\$100/week unemployment) = Annual Income from unemployment.

- g. Regular contributions and gifts. These amounts must be considered as household income if they are from organizations or from persons not residing in the residence and are regular. This may include payments for rent and utilities, and other regular cash and non-cash contributions. (24 CFR §5.609(7))

- B. Assets: Family Assets include interest, dividends, and any other net income of any kind from real or personal property, to include any assets disposed of at less than fair market value within the last two years.

Asset income of minor children is counted as income.

1. Total Value of Assets Calculation:

- a. Savings and Checking Accounts, Certificates of Deposit, IRA and KEOGH Accounts: Account balance or certificate of deposit value = total asset value of savings and checking accounts/certificates of deposit, IRA, and KEOGH accounts.
- b. Stocks: Number of shares x current per share value = total asset value of stocks.
- c. Bonds: Cash value of bond x number of bonds = total asset value of bonds.
- d. Notes and Mortgages Held: Principal amount remaining = total asset value of notes and mortgages held.



- e. Trusts:
  - i. If trust is non-revocable, it is not counted as an asset.
  - ii. If trust is revocable, current amount of trust = total asset value of trust.
- f. Real Property Owned: Current market value minus amount owed (if any) = total asset value of real property owned.

2. Income from Assets Calculation:

- a. Savings and Checking Accounts, certificates of Deposit, IRA and KEOGH Accounts: Account balance x interest rate = annual income from savings/certificates of deposit, IRA and KEOGH accounts.
- b. Stocks: Amount of dividends paid x frequency of payment = annual dividend income.
- c. Notes and Mortgages Held: Interest portion of the payment x frequency of payment = annual note or mortgage income. (Repayment of principal is not considered income.)
- d. Trusts: Use amount of annual proceeds as determined through verification.
- e. Real Property Owned (if property is income producing):
  - i. If income tax return for property is available, use the amount of net annual income from tax return.
  - ii. If no income tax return is available, only the following deductions will be allowed:
    - aa. amount of payments received x frequency of payment = gross annual income, then
    - bb. if balance owed on property, amount of interest portion of payments made x frequency of payment = annual interest deduction.
- f. Assets Disposed of: Client must sign a Certification of Divestiture of Assets at each certification or recertification. Assets disposed of for less than fair market value during the two years preceding effective date of certification or recertification are included as assets. Cash value of the asset, the amount the

family would receive if the asset were converted to cash, must be used. Cash value is market value minus reasonable costs that were or would be incurred in selling or converting the asset to cash. Expenses which may be deducted include the following:

- i. Penalties for withdrawing funds before maturity
- ii. Brokers/legal fees assessed to sell or convert the asset to cash
- iii. Settlement cost for real estate transactions.

If the fair market value exceeds the gross amount the family received by more than \$1,000, count the whole difference between the cash value and the amounts received. If the difference is less than \$1,000, ignore it.

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

Assets put into trusts or business assets disposed of for less than fair market value are counted. See calculation below:

Include the difference between cash value and the amount received for any asset disposed of at less than fair market value within the last two years. (Cash value = the fair market value less reasonable costs.)

3. Overall Asset Calculation: To determine what amount to use for assets in the overall calculation of total annual income for both rent and eligibility, use the following calculations:
  - a. Add total value of all assets = total asset value
  - b. Add total income from all assets = total asset income
  - c. If total asset value (#1 above) is less than \$5,000, use total asset income(#2 above) in determining total annual income
  - d. If total asset value (#1 above) is \$5,000, or more, use the larger of the following:
    - i. total asset value x 5.5 percent
    - ii. total asset income

4. Asset Verification Guide

- a. Savings and Checking Accounts, Certificates of Deposit, IRA and KEOGH Accounts: Statement from the financial institution containing the following information:
  - i. date prepared
  - ii. account number
  - iii. account balance
  - iv. interest rate (if the rate is variable, statement must give the current applicable rate)
  - v. name of the account holder(s)
  - vi. signature of authorized person
  
- b. Stocks: A statement from a broker or a statement from the issuing corporation containing the following information:
  - i. date prepared
  - ii. account number
  - iii. number of shares
  - iv. current per share value or current total value of shares
  - v. amount of dividends earned
  - vi. frequency of payment of dividends
  - vii. name(s) of shareholders
  - viii. if a statement from broker, authorized signature
  
- c. Bonds: A copy of the face of the bond showing the following information:
  - i. face value
  - ii. maturity date
  - iii. interest rate (if any)
  - iv. type of bond
  
- d. Trusts: Client must provide a copy of the trust documents or a statement from the trust officer containing the following information:
  - i. amount of trust
  - ii. type of trust (revocable or nonrevocable)

- iii. annual proceeds of trust
- iv. beneficiary of trust
- v. if statement from trust officer:
  - aa. date prepared
  - bb. authorized signature

**NOTE:** Due to type of verification required, the following forms of verification shall be provided by the client:

- e. Notes and Mortgages Held: (This is where the client receives payments rather than makes payments.) The client must provide a copy of the note or mortgage documents containing the following information:
  - i. date of transaction
  - ii. amount of transaction
  - iii. balance owing
  - iv. amount of payments reflecting the distribution between principal and interest (repayment of principal amount is not considered income)
  - v. frequency of payments
  - vi. interest rate
  - vii. name of person(s) holding the note or mortgage
    - aa. Client must provide a current appraisal or current market analysis prepared by a licensed real estate agent, broker, or mobile home dealer containing the following information:
- f. Real Property Owned: (Includes Mobile Homes)
  - i. date prepared
  - ii. current market value of the property
  - iii. Authorized signature
  - iv. copy of the deed or other title instrument showing the name(s) of the owner(s)
  - v. if property is mortgaged, a statement from mortgagor(s) showing:
    - aa. balance owed on property

- bb. amount of payments reflecting distribution between interest and principal
    - cc. frequency of payments
  - vi. for income-producing property:
    - aa. Copy of lease or rental agreements containing the following information:
      - (i.) term
      - (ii.) amount of payments
      - (iii.) frequency of payments
    - bb. Copy of rental income schedule from income tax return or copy of property tax statement. This information will be used to determine allowable expenses.

## **30.0 APPENDIX B - REVISIONS TO ADMINISTRATIVE PLAN**

The provisions of this plan are based upon local, state, and Federal law and regulations. Should any applicable law or regulation change, this plan will be automatically revised. To the extent that the change is mandatory (allowing no CHD discretion), the plan will be revised without requirement for administrative processing. By approving this provision, the Mayor and Council, and Housing Advisory Board of Commissioners understand that they are approving future automatic revisions responding to mandatory regulatory changes. The Housing Advisory Board of Commissioners will be made aware of such changes. All such changes will also be submitted to the Department of Housing and Urban Development.

City of Glendale, Arizona  
Community Housing Division



**Conventional Public Housing**

**ADMISSIONS AND CONTINUED  
OCCUPANCY POLICY**

Revision Date April 2004



# ADMISSIONS AND CONTINUED OCCUPANCY POLICY

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# City of Glendale Community Housing Division Admissions and Continued Occupancy Policy

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This Admissions and Continued Occupancy Policy defines the City of Glendale, Community Housing Division (CHD) policies for the operation for the Public Housing Program, incorporating Federal, State, and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

## **1.0 FAIR HOUSING** (§960.103)

It is the policy of the CHD to fully comply with all Federal, State, and local nondiscrimination laws; the Americans with Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. The CHD shall affirmatively further fair housing in the administration of its public housing program.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the CHD's programs.

To further its commitment to full compliance with applicable Civil Rights laws, the CHD will provide Federal/State/local information to applicants/tenants of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the CHD office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

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

## **2.0 REASONABLE ACCOMMODATION**

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the CHD housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program

accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the 504 transition plan the CHD will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the CHD will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

## **2.1. COMMUNICATION**

Anyone requesting an application will also receive a Request for Reasonable Accommodation form.

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

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

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

A. Is the requestor a person with disabilities? For this purpose, the definition of person with disabilities is different from the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the CHD will obtain verification that the person requesting the accommodation is a person with a disability.

B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the CHD will obtain documentation that the requested accommodation is needed due to the disability. The CHD will not inquire as to the nature of the disability.

C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:

1. Would the accommodation constitute a fundamental alteration? The CHD's business is housing. If the request would alter the fundamental business that the CHD conducts, that would not be reasonable. For instance, the CHD would deny a request to have the CHD do grocery shopping for a person with disabilities.
  2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the CHD may request a meeting with the individual to investigate and consider equally effective alternatives.
- D. Generally the individual knows best what it is they need; however, the CHD retains the right to be shown how the requested accommodation enables the individual to access or use the CHD's programs or services.

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

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

If the individual requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the CHD will generally approve such request if it does not violate codes or affect the structural integrity of the unit. If the needs of the individual can be met by a currently existing modified unit at one of the rental housing communities, they may be offered that unit. If there are no individuals requesting reasonable accommodation, a modified vacant unit will be filled with a non-challenged applicant. However, the lease should provide that, should a challenged person requesting an accommodation later become available for the unit, the non-challenged tenant agrees to move to another suitable unit.

If there are no accessible units available, or the accessible unit does not meet the needs of the person/family requesting a reasonable accommodation, a Section 8 Voucher will be issued.

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

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

All applicants that appear to be experiencing difficulties communicating in English will be asked if they need to communicate in a language other than English (including sign language or Braille). Their needs will be accommodated as much as possible. If another family member or a friend can translate, this option will be utilized to the maximum degree possible. The CHD will endeavor to have bilingual staff or access to people who speak languages other than English.

### **4.0 FAMILY OUTREACH**

The CHD will publicize the availability and nature of the Public Housing Program for extremely low-income, very low- and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach people who cannot or do not read the newspapers, the CHD will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The CHD will also try to utilize public service announcements.

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

### **5.0 RIGHT TO PRIVACY**

All adult members of both applicant and tenant households are required to sign annually HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

Any request for applicant or tenant information will not be released unless there is a signed release of information request from the applicant or tenant.

### **6.0 REQUIRED POSTINGS**

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

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

## **7.0 TAKING APPLICATIONS**

During Open Enrollment periods, completed applications will be accepted from all applicants. The following process will be followed for families wishing to apply for the Conventional Public Housing program.

- A. Complete an application for housing assistance. Applications will be accepted during regular business hours by telephone only at (623) 930-2199 / TDD (623) 930-2197.  
  
The CHD will later verify the information in the application relevant to the applicant's eligibility, admission, and level of benefit.
- B. An application will be mailed to the applicant stamped with the time and date of the phone request. Upon return of the completed application, the applicant's name is placed on the waiting list in date and time order.
- C. Persons with disabilities who require a reasonable accommodation in completing an application may call the CHD to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available. The TDD telephone number is (623) 930-2197 or 1-800-367-8939.



- D. The application process will involve two phases. The first phase is the initial application for housing assistance or the *pre-application*. The pre-application requires the family to provide limited basic information establishing any preferences to which they may be entitled. This first phase includes a criminal history background check. If the applicant family passes the background check, the family will be placed on the waiting list. This does not constitute eligibility to the program.
- E. Upon receipt of the families pre-application, the CHD will order the criminal background check and make a preliminary determination of eligibility based on CHD preferences. If positive results are received from the background check, the CHD will notify the family in writing of the date and time and placement on the waiting list. If the CHD determines the family to be ineligible, the notice will state the reasons and offer the family the opportunity of an informal review of this determination.
- F. Applicants on the waiting list must also report to the CHD any changes in family composition or address as they occur. Any such changes could affect the applicant's status or eligibility for housing. Any applicant knowingly providing false information or fraudulent statements affecting the applicant's status or eligibility for housing will be removed from the waiting list.
- G. The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The CHD will ensure that verification of all preferences, eligibility, and suitability selection factors are current in order to determine the family's final eligibility for admission into the Conventional Public Housing program.

## **8.0 ELIGIBILITY FOR ADMISSION**

### ***8.1. INTRODUCTION***

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

## **8.2. ELIGIBILITY CRITERIA**

### **A. Family Status.**

1. **A family with or without children.** Such a family is defined as a group of people related by blood, marriage, adoption, or affinity that live together in a stable family relationship. A head of household under the age of 18 may apply for housing assistance.
  - a. Children temporarily absent from the home due to placement in foster care are considered family members.
  - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
2. **An elderly family**, which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
  - b. Two or more persons who are at least 62 years of age living together; or
  - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. **A near-elderly family**, which is:
  - a. 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;
  - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
  - c. 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.
4. **A disabled family**, which is:
  - a. A family whose head, spouse, or sole member is a person with disabilities;
  - b. Two or more persons with disabilities living together; or
  - c. One or more persons with disabilities living with one or more live-in aides.

- d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.
  - e. For purposes of qualifying for low-income housing, any family member who is disabled will qualify the family under this category
- 5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
  - 6. A **remaining member of a tenant family**.
  - 7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.

B. Residency Standards

Applications will be accepted from both residents and non-residents. "Residents" are those residing in the area of jurisdiction of the Community Housing Division (CHD). "Non-residents" are all others.

C. Income Eligibility

- 1. To be eligible for admission to developments or scattered-site units that were available for occupancy before 10/1/81, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.
- 2. Income limits apply only at admission and are not applicable for continued occupancy.
- 3. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the CHD.
- 4. Income limit restrictions do not apply to families transferring within our Public Housing Program.

5. The CHD may allow police officers who would not otherwise be eligible for public housing occupancy to reside in a public housing unit. Such housing must be needed to increase security for public housing residents. Their rent shall at least equal the cost of operating the public housing unit.
6. If there are no eligible families on the waiting list and the CHD has published a 30-day notice of available units in at least one newspaper of general circulation, families above the applicable income limit may be housed. They must vacate the unit if an eligible family applies.

D. Citizenship/Eligibility Status

1. To be eligible each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)), or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However, while residing in Guam, people in the last category are not entitled to housing assistance in preference to any United States citizen or national.
2. Family eligibility for assistance.
  - a. 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 exception noted below.
  - b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.6 for calculating rents under the noncitizen rule)
  - c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

E. Social Security Number Documentation

To be eligible, all family members must provide a Social Security number or certify that they do not have one. Applicants may not become participants until the documentation is provided. Applicants will retain their position on the waiting list during this period. All members of the family defined above must either:

- a. Submit social security number documentation; or,

- b. Sign a certification if they have not been assigned a social security number. If the individual is under 18, the certification must be executed by his or her parent or guardian. If the participant who has signed a certification form obtains a social security number, it must be disclosed at the next regularly scheduled income re-examination.

F. Signing Information Release Form:

1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign form HUD-9886 (7/94), Authorization for the Release of Information.
2. The consent form must contain, at a minimum, the following:
  - a. A provision authorizing HUD or the CHD to obtain from State Wage Information Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
  - b. A provision authorizing HUD or the CHD to verify with previous or current employers, or other sources of income, information pertinent to the family's eligibility for or level of assistance.
  - c. A provision authorizing HUD to request income information from the IRS or the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
  - d. A statement allowing CHD permission to access the applicant's criminal record with any and all police and/or law enforcement agencies, and
  - e. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

### **8.3. SUITABILITY**

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The CHD will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, CHD employees, or other people residing in the immediate vicinity of the

property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.

- B. CHD will consider objective and reasonable aspects of the family's background, including the following:
1. History of meeting financial obligations, especially rent;
  2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
  3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
  4. History of disturbing neighbors or destruction of property;
  5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
  6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.
  7. History of mental or physical condition, which may prevent him/her from fulfilling his/her obligations under the terms of the lease. If the applicant has supportive services (i.e. live-in aide, agency assistance, family assistance, etc.) which enable him/her to fulfill their lease obligations, the mental or physical condition shall not prevent him/her from receiving housing assistance.
  8. Persons evicted from public housing, Indian Housing, Section 23, or any Section 8 program because of drug or alcohol-related criminal activity or violent criminal activity are ineligible for admission to housing for a three-year period beginning on the date of such eviction. The CHD will not waive this policy.
- C. The CHD will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The CHD will verify the information provided. Such verification may include but may not be limited to the following:
1. A credit check of the head, spouse, co-head and all other household members age 16 and older;

2. A rental history check with previous landlords and/or other references of all adult family members. (Applicants must complete and submit a reference check form.) A request will be submitted for the applicant to be checked against the computer listing of prior residents of other CHD's, who left owing money, or moved in violation of the lease.
3. A criminal background check on all adult household members, including live-in aides. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the CHD may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);
4. All household members 16 years of age and older, must be fingerprinted and a request for criminal history background checks will be made through the Glendale Police Department (GPD). If the background check received from GPD is positive, the CHD will proceed with the Interstate Identification Index fingerprint check.
5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.
6. Criminal history/background check on all family members 16 years of age and older, the applicant must sign an "Agreement to Vacate" form. This form states that if the background check reveals that eligibility requirements have not been met because of a criminal history/background and/or because of false/untrue information provided by the tenant, the tenant must vacate the unit within ten days. If this happens, the CHD must do the following:
  - a. Send a letter explaining the reason for termination within ten (10) working days after all information is received and a determination for eligibility has been made. The tenant must be given the right to submit in writing a request for an informal review.
  - b. Provide the applicant with a copy of the criminal record and/or the adverse reference information, and an opportunity to dispute the record/information. If the termination is upheld or the applicant fails to submit a written request for review within ten working days from receipt of his/her notification of ineligibility, the tenant must vacate the unit and wait three years to reapply for the program.

D. Evaluation of Information Relating to Previous Conduct of Applicant.

1. Preponderance of Evidence - The CHD may deny assistance if the **preponderance** of evidence establishes that a family member has engaged in drug or alcohol-related criminal or violent criminal activity, regardless of whether the family member has been arrested or convicted (24 CFR 982.553). Preponderance of evidence is evidence, which is of greater weight or more convincing than the evidence that is offered in opposition to it. Evidence which as a whole shows that the facts sought to be proved is more probable than not. Credible Evidence includes, but is not limited to, evidence obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes, but is not limited to, documentation of drug raids or arrest warrants.
2. Screening Criteria - The CHD will use prior conduct (as described in Section 8, C, 1-7) to evaluate the suitability of an applicant for tenancy. The CHD will consider applications for residence by persons on a case-by-case basis, focusing on the concrete evidence of the seriousness and recentness of criminal or other unsuitable activity as the best predictors of tenant suitability. The CHD will also take into account the extent of criminal or suitable activity and any additional factors that might suggest a likelihood of favorable conduct in the future, such as evidence of rehabilitation. Applicants denied assistance based upon a history of previous unsuitable behavior will be unable to reapply for three years dating from the last occurrence of unsuitable behavior. In the case of denial of assistance for criminal activity, the three years will date from either the last occurrence of criminal behavior or the end of incarceration or probation, whichever is latest.
3. Evidence of Rehabilitation - In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct or financial prospects. Further information may be requested, or received from the applicant to show extenuating circumstances and/or rehabilitation efforts.



#### **8.4. GROUND FOR DENIAL (§960.203; 960.204)**

The CHD is not required or obligated to assist applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent;
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 program.
  - 1. A family must have paid in full any outstanding debt owed to CHD or any another Housing Authority for previous tenancy in Public Housing or Section 8 Housing, or any other assisted housing.
  - 2. Applicants who owe on vacated accounts shall be offered the opportunity to pay the debt in full within 30 calendar days from the date the family is initially notified by the CHD of their appointment for final eligibility determination. If the debt is not paid in full within the 30-day period, the applicant shall be removed from the waiting list.
- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- J. Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use (CHD will not waive this

policy). The three-year limit is based on the date of such eviction, not the date the crime was committed;

- K. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802 (CHD will not waive this policy);
- L. Have a household member who is a fugitive felon, parole violator, or person fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;
- M. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The CHD may waive this requirement if:
  - 1. The person demonstrates to the CHD's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
  - 2. Has successfully completed a supervised drug or alcohol rehabilitation program;
  - 3. Has otherwise been rehabilitated successfully; or
  - 4. Is participating in a supervised drug or alcohol rehabilitation program.
- N. Have engaged in or threatened abusive or violent behavior toward any CHD staff member or residents;
- O. The CHD determines that it has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
- P. The CHD determines that it has reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
- Q. Have a household member who has ever been evicted from public housing;
- R. Have a family household member who has been terminated under the certificate or voucher program;

- S. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;
- T. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.
- U. With respect to criminal activity described in this Section, CHD may require an applicant to exclude a household member in order to be admitted to public housing where that household member has participated in or been culpable for actions described in this Section that warrants denial.

### **8.5. INFORMAL REVIEW**

- A. If the CHD determines that an applicant does not meet the criteria for receiving public housing assistance, the CHD will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request in writing an informal review of the decision within 10 business days of the denial. The CHD will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the CHD, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the CHD's decision. The CHD must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the final decision.

- B. The participant family may request that the CHD provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 calendar days of receipt of the Notice of Denial or Termination of Assistance, or within 30 calendar days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 calendar days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

## **9.0 MANAGING THE WAITING LIST**

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

Applications will be taken at times and in quantities in order to obtain a sufficient number and variety of applicants. When the number of applicants who can be served within a reasonable period of time is reached, the application waiting list may be closed. Notice of opening of applications shall be made in a newspaper of general circulation as well as through minority media and other suitable means. Application intake will occur only during publicly announced periods of time. Restriction and closure of application intake will occur only when the CHD has an adequate pool of applicants who are likely to qualify for a preference and when any additional applicants would not qualify for assistance before those applicants already on the waiting list. The announcement will specify the dates, times, locations, and methods by which a prospective applicant can provide the information necessary for completion of an application. All notices will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

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

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

- A. The application will be a permanent file;
- B. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and
- C. Any contacts between the CHD and the applicant will be documented in the applicant file.
- D. Moderate Rehabilitation - a separate waiting list may be maintained for the Moderate Rehabilitation Program. When a family is selected from the waiting list for a moderate rehabilitation unit, the family's name is submitted to the owner. If the family is not selected by the owner, their name will be returned to its previous place on the waiting list. However, if the referrals of applicants made by the CHD within 30 calendar days of the owner's notification to the CHD of a vacancy fail to result in the unit being rented, the owner shall be instructed to advertise or solicit applications from very low-income families and refer such families to the CHD. Final determination of eligibility will be made by the CHD. If these referrals do not have a preference and they are housed, they will count against the 10% limitation. However, for those persons already in residence at the time the units enter the program, the 10% limitation does not apply.

### **9.3. FAMILY BREAKUP**

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the list, and there is no court determination, the CHD will make the decision taking into consideration the following factors:

- A. Which family member applied as head of household.
- B. Which family unit retains the minor children or any ill, disabled, or elderly members.
- C. Restrictions that were in place at the time the family applied.
- D. Role of domestic violence in the split, actual or threatened.
- E. Recommendations of social service agencies or qualified professionals such as children's protective services.
- F. Other factors specified by the CHD.

Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by CHD.

### **9.4. FAMILIES NEARING THE TOP OF THE WAITING LIST**

When a family is close to the top of the waiting list, the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The CHD must notify the family in writing of this determination, and give the family the opportunity for an informal review.

Once the income level and the preference have been verified and eligibility has been determined, CHD proceeds to request the necessary information.

### **9.5. PURGING THE WAITING LIST**

The CHD will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom the CHD has current information.

The purge process will consist of mailing via first class mail a form to be completed by the person on the waiting list and returned to the housing authority within a specified number of calendar days. If the envelope is returned as undeliverable or if no response is received from the applicant within the specified time frame, the applicant shall be stricken from the waiting list. If the envelope is returned with a forwarding address on it, the housing authority shall mail the form

to the new address, with a new deadline for response.

#### **9.6. REMOVAL OF APPLICANTS FROM THE WAITING LIST**

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

- A. The applicant requests in writing that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program; or
- C. The applicant does not meet either the eligibility or suitability criteria for the program.
- D. The applicant has been pulled and has been offered a unit.

#### **9.7. MISSED APPOINTMENTS**

All applicants who fail to keep a scheduled appointment with the CHD will be sent a notice of eligibility and removal from the waiting list.

The CHD will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the CHD will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

#### **9.8. NOTIFICATION OF NEGATIVE ACTIONS**

Any applicant whose name is being removed from the waiting list will be notified by the CHD, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review, in writing. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the time frame specified. The CHD system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the CHD will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

## 10.0 TENANT SELECTION AND ASSIGNMENT PLAN

### 10.1. PREFERENCES (§960.206)

Consistent with the CHD Agency Plan, the following preferences, based on local housing needs and priorities, will be used to determine placement on the waiting list:

- A. CHD will select families based on the date and time of the application submitted by the family, and the following local preferences:
  - 1. Glendale residents;
  - 2. Glendale residents displaced by government action or disaster;
  - 3. Persons working or hired to work within the city limits of Glendale.
- B. Applicants 62 years or older, disabled, handicapped, or receiving Social Security Disability, Supplemental Social Security Disability or any payments based on inability to work, will be given the benefit of the working preference.
- C. Applicants who are full time students will be given benefit of the working preference.
  - 1. Must be a Glendale resident; or
  - 2. Must be attending a school in the City of Glendale.
- D. The following admissions give preferences to a family whose:
  - 1. Head sole member is a displaced person; or
  - 2. Head or spouse or sole member is an elderly person or a disabled person over a single person that is not elderly, disabled, or displaced.
- E. Application of Ranking Preferences Among Preference Holders: Ranking preferences will be applied to preference holders on the waiting list in the following order:
  - 1. Glendale residents who are displaced by government action or disaster.
  - 2. Glendale residents who are employed
    - a. over 10 years duration
    - b. between 5 years and up to 10 years duration

- c. between 3 years and up to 5 years duration
    - d. between 1 year and up to 3 years duration
  - 3. Glendale residents who are unemployed
  - 4. Non-Glendale residents who **are employed in Glendale**
    - a. over 10 years duration
    - b. between 5 years and up to 10 years duration
    - c. between 3 years and up to 5 years duration
    - d. between 1 year and up to 3 years duration
  - 5. Non-Glendale residents who are unemployed
- F. Definitions for Preferences: For purposes of ranking preferences only, the following definitions shall be used:
  - 1. "Glendale resident" shall mean any family, including single member families that:
    - a. Physically reside within the city limits of Glendale, Arizona. (A mailing address will not automatically qualify an applicant for this preference; physical residence must be verifiable.)  
OR
    - b. Are employed within the city limits of Glendale OR
    - c. Have been hired for employment within the city limits of Glendale
  - 2. for homeless applicants, the family must verify that they physically resided in Glendale, or were employed or hired for employment within the city limits of Glendale for the period immediately preceding the event(s) that resulted in becoming homeless.
- G. "Employed" shall mean that the family:
 

has independent verifiable employment that generates annual income; or net income from operation of a business or profession equivalent to at least one half of permanent, full time employment.

Employment for a temporary agency is considered current employment. There must be at least a two-week current history of assignments. Determination will be held for 14 calendar days in order to verify assignment(s) with the agency. OR



1. Has a head and spouse, or sole member, who are age 62 or older,  
OR
  2. Has a head and spouse, or sole member, who are receiving social security disability, supplemental security income disability benefits, or any other payments based upon an individuals inability to work.
- H. “Full Time Student“ shall mean head of household who is carrying at least 12 hours of study per semester, or considered full time as defined by the educational institution.
- I. Special Admission (non-waiting list): Assistance targeted by HUD: If HUD awards the CHD program funding that is targeted for families living in specified units, the HA must use the assistance only for the families living in those units. The CHD may admit a family that is not on the waiting list, or without considering the family’s waiting list position. The CHD will maintain records showing that the family was admitted with HUD targeted assistance.

The CHD has no discretion to determine the families or types of program funding that may fall under this provision, consequently, they will administer such targeted funds only in accordance with any current HUD regulations affecting such targeted funds.

- J. Special Admission – (waiting list): For Glendale residents displaced by government action or disaster. Admission to the waiting list will be considered at all times, whether the waiting list is open or closed. Persons or families who meet the definition of displaced by government action will be admitted to the wait list using the ranking preference, “displaced by government action or disaster.”

K. Drug-Related Denial of Preference

1. The CHD will continue to deny any application from a family because of drug-related criminal activity or violent criminal activity, as authorized under federal regulations.
2. The CHD may not give a preference to an applicant if any member of the family is a person who was evicted during the last three years because of drug-related criminal activity from housing assistance under a 1937 Housing Act program.

**10.2. ASSIGNMENT OF BEDROOM SIZES**

In determining bedroom size, the CHD will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children currently under a 50% or more joint custody decree, children who are temporarily away at school or temporarily in foster-care.

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

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

Criteria for Unit Assignment - For the purpose of determining the appropriate bedroom size at the time of initial occupancy, the following criteria will be used:

- A. A family consisting of a single parent and one child over the age of 18 months, shall occupy a two bedroom unit or larger.
- B. A single person in the process of securing legal custody of one or more individual(s) who has/have not attained the age of 18 years, shall occupy a two bedroom unit or larger.
- C. In a family consisting of a single parent and three or more children, the youngest child under the age of 18 months may occupy a bedroom with the parent.
- D. Other than heads of household, persons of the opposite sex who are 4 years of age or older or who will reach their 4th birthday during the first 12 months of the lease shall not occupy the same bedroom.
- E. Two children of the same sex, regardless of age, will be assigned to occupy the same bedroom.
- F. The following may be approved for assignment of additional bedrooms:
  1. A household requiring an additional bedroom due to documented medical reasons.
    - a. Proof of medical necessity on doctor's letterhead—no prescription forms will be acceptable proof.
    - b. Third party verification required.
    - c. Proof of medical necessity will be re-verified every three years.

2. A household that includes a live-in aide (see definitions).
- G. Dwellings will be assigned so as not to require the use of the living room for sleeping purposes.
- H. Every family member, regardless of age, is to be counted as a person. An unborn child will be counted as a person to determine initial eligibility. However, a single pregnant woman only qualifies for a one-bedroom unit.
- I. Exceptions to Occupancy Criteria - The criteria and standards prescribed for the determination of the family's unit size should apply to the vast majority of families. However, in some cases, the relationship, age, sex, health, or handicap of the family members may warrant the assignment of a larger or smaller unit. Such flexibility is permissible to the extent that determinations are made on the basis of these factors. Such cases must be recommended by the Housing Representative and approved by the Housing Supervisor and documented in the file. The proper unit size may be determined during continued occupancy by counting the living room as a sleeping room.

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

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

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

### ***10.4. DECONCENTRATION POLICY***

The Glendale Community Housing Division (CHD) will provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments.

CHD will affirmatively market all housing opportunities to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income residents will not be steered toward higher income developments.

Prior to the beginning of each fiscal year, CHD will analyze the income levels of families residing in each of the Public Housing and the income levels of the

families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement.

Based on the annual analysis as deemed necessary; CHD may offer incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development. CHD may skip families on the waiting list to reach other families with a lower or higher income levels. Various incentives may be used at different times, but will always be provided in a consistent and nondiscriminatory manner.

#### ***10.5. DECONCENTRATION INCENTIVES***

The CHD may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development.

Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

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

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

The CHD will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given five (5) business days from the date the letter was mailed or the date of the telephone call to contact the CHD regarding the offer.

The family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will have two (2) business days to accept or reject the unit. This verbal offer and the family's decision must be documented in the tenant file. If the family rejects the offer of the unit, the CHD will send the family a letter documenting the offer and the rejection.

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

If, in making the offer to the family, the CHD skipped over other families on the waiting list in order to meet their deconcentration goal or offered the family any other deconcentration incentive and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

If the CHD did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects the unit without good cause, CHD will allow the family a second vacant unit choice, but only after the family rejects the first unit offered. If the family rejects the second

unit offer, the family will be removed from the waiting list. The family will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes reasons related to health, disability, or at the discretion of the CHD. The family will be offered the right to an informal review of the decision to alter their application status.

## **10.8. ACCEPTANCE OF UNIT**

### **A. Leasing**

A dwelling lease is to be entered into between the CHD and each tenant family member over the age of 18. The dwelling lease is to be kept current at all times and is to reflect the rent being charged, and the conditions governing occupancy. Any changes to the lease, including changes in rent, must be accomplished by written amendment to the lease signed by both parties.

If, through any cause, the signer of the dwelling lease ceases to be a member of the tenant family, the lease is to be voided, and a new dwelling lease executed and signed by a head of household and co-head, if there is one.

If a tenant family transfers to a different HUD-aided housing unit operated by the CHD, the existing lease is to be canceled and a new lease executed by the head of household or co-head, if there is one, for the dwelling unit into which the family is to move.

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

### **B. Security Deposit**

1. A security deposit of \$200.00 or one month's rent, whichever is greater, will be required from each family.
2. Should rent increase more than 10% after the amount of security deposit is originally determined, an additional amount will be required to bring the amount of security to an amount equal to the new one month's rent.

3. The security deposit is to be paid immediately upon execution of the lease, unless this creates a hardship. In this case, the security deposit may be paid in six installments over the period of the six-month probationary lease. Security deposits will be held on account by the CHD accruing no interest, and will be returned to the tenant after move-out if the following conditions are met:
  - a. There is no unpaid rent or other charges for which the tenant is liable under the lease or as a result of breaching the lease;
  - b. The unit and all equipment are left clean, and all trash and debris have been removed by the family;
  - c. There is no breakage or damage beyond that expected from normal wear and tear; and,
  - d. There was proper notice given under the lease and all keys issued have been returned to the CHD when the family vacates the unit.

C. Caretaker for Children

1. If circumstances evolve that cause neither parent to remain in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the CHD will treat that adult as a visitor for the first fourteen (14) days, as stated in Section 14.0.B.
2. If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the unit will be transferred to the caretaker, pending an eligibility review of the caretaker, including a background screening.
3. If the appropriate agency cannot confirm the guardianship status of the caretaker, the CHD will review the status at 30-day intervals. Each case will be considered on its individual merits and a determination will be made based on the specifics of each case alone.
4. Any person(s) brought into a public housing unit for any purpose must not have a criminal background that would prevent any other person from living in the unit, nor must the person(s) have been previously trespassed from the public housing rental communities.
5. If custody or legal guardianship has not been awarded by the court, but the action is in process, the CHD will secure verification from social services staff or the attorney as to the status.

6. If custody is awarded for a limited time in excess of stated period, the CHD will state in writing that the transfer of the unit is for that limited time or as long as the legal caretaker has custody of the children. The CHD will use discretion as deemed appropriate in determining any further assignment of the unit on behalf of the children. Any further assignment of the unit will be subject to an eligibility review, including a background screening.
7. The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.
8. The CHD will transfer the unit to the caretaker, in the absence of a court order, if the caretaker has been in the unit for more than 12 months and it is reasonable to expect that custody will be granted, and the caretaker has qualified for the program through an eligibility review and background screening.
9. When the CHD approves a person to reside in the unit as caretaker for the child/children, the income should be counted pending a final disposition. The CHD will work with the appropriate service agencies to provide a smooth transition in these cases.
10. If a member of the household is subject to a court order that restricts him/her from the home for more than 30 calendar days, the person will be considered permanently absent.

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

To determine annual income, the CHD adds the income of all family members, excluding the types and sources of income that are specifically excluded. On the 50058, CHD will reflect income from all sources and all types, then also reflecting all excluded amounts as well. Once the annual income is determined, the CHD subtracts out all allowable deductions (allowances) as the next step in determining the Total Tenant Payment. Once the annual income is determined, the CHD subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

### ***11.1. INCOME (\$5.609)***

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

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or

- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
  - 1. Are not specifically excluded from annual income.
  - 2. If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or the CHD believes that past income is the best available indicator of expected future income, the CHD may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

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

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



death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)

- F. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- G. Welfare assistance payments
  - 1. Welfare assistance payments
    - a. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
      - i. Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
      - ii. Are not otherwise excluded under paragraph Section 11.2 of this Policy.
    - b. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
      - i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
      - ii. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
    - c. 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.

2. Imputed welfare income

- a. A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, resulting from either welfare fraud or the failure to comply with economic self-sufficiency requirements, as specified in notice to the CHD by the welfare agency) plus the total amount of other annual income.
- b. At the request of the CHD, the welfare agency will inform the CHD in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the CHD of any subsequent changes in the term or amount of such specified welfare benefit reduction. CHD will use this information to determine the amount of imputed welfare income for a family.
- c. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the CHD by the welfare agency).
- d. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
- e. The CHD will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
- f. If a resident is not satisfied that the CHD has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the CHD denies the family's request to modify such amount, then the CHD shall give the resident written notice of such denial, with a brief explanation of the basis for the CHD determination of the amount of imputed welfare income. The CHD notice shall also state that if the

resident does not agree with the determination, the resident may grieve the decision in accordance with our grievance policy. The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed welfare income in order to obtain a grievance hearing.

3. Relations with welfare agencies

- a. The CHD will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the CHD written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.
- b. The CHD is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the housing authority. However, the CHD is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.
- c. Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The CHD shall rely on the welfare agency notice to the CHD of the welfare agency's determination of a specified welfare benefits reduction.

- H. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- I. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)
- J. Unless otherwise verified, child support from a court awarded settlement agreement that is not being paid, if no attempt to collect is being made. If

an attempt is being made to collect the support amount owed, and that attempt can be verified, count as income only that which is received

## **11.2. ANNUAL INCOME**

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

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
  - 1. Amounts received under training programs funded by HUD;
  - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
  - 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the

Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;

5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, non-recurring or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:
  - a. Comparable Federal, State or local law means a program providing employment training and supportive services that:
    - i. Is authorized by a Federal, State, or local law;
    - ii. Is funded by the Federal, State, or local government;
    - iii. Is operated or administered by a public agency; and
    - iv. Has as its objective to assist participants in acquiring employment skills.
  - b. Exclusion period means the period during which the family member participates in a program described in this section,

plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.

- c. Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

11. The incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:

- a. Families whose income increases as a result of employment of a family member who was previously unemployed (See definition of "Previously Employed") for one or more years.
- b. Families whose income increases during the participation of a family member in any economic self-sufficiency or other job-training program.
- c. Earned income in excess of income prior to the qualifying change is excluded.
- d. Families who are or were, within 6 months, assisted under a State TANF or Welfare to Work program. TANF includes regular monthly income and one-time benefits and/or services that total at least \$500 over a six-month period.

During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

The disallowance of increased income of an individual family member is limited to a lifetime 48-month period, which runs consecutively. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion.

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

Noncitizen/ineligible family members do not qualify for this exclusion.

12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
13. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
14. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
  - a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
  - b. Payments to Volunteers under the domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);
  - c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
  - d. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
  - e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
  - f. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b)); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);
  - g. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04);
  - h. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from

interests held in such trust or restricted lands (25 U.S.C. 1407–1408);

- i. Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
- j. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));
- k. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent* product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
- l. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- m. The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- n. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));
- o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95–433);
- p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- q. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);
- r. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and



- s. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).

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

### **11.3. DEDUCTIONS FROM ANNUAL INCOME (24 CFR 5.611)**

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. The sum of the following, to the extent the sum exceeds three (3) % of annual income:
  - 1. Unreimbursed medical expenses of any elderly family or disabled family; and
  - 2. Unreimbursed reasonable attendant care and auxiliary apparatus (auxiliary apparatus can include veterinarian costs and food costs of a service animal, costs of maintaining necessary equipment added to a vehicle but not the cost of the vehicle itself or maintenance of the vehicle not associated with the necessary apparatus), expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus; and
- D. Reasonable childcare expenses for children under age 13 necessary to enable an adult family member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income. In the case of a family where both adults are able to work, HUD suggests using the lesser income as the annual income limit.

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

- A. If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within thirty (30) calendar days of receipt by the resident.

- B. The **CHD DIRECTOR, or authorized designee**, shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.
- C. After the reconciliation is complete, the CHD, if appropriate, shall adjust the resident's rent beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the CHD shall do one of the following:
  - 1. Immediately collect the back rent due to the agency;
  - 2. Establish a repayment plan for the resident to pay the sum due to the agency;
  - 3. Terminate the lease and evict for failure to report income; or
  - 4. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency.

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

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

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

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

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

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

for identification. The request should also comply with the following requirements:

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

## **12.0 VERIFICATION**

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

An applicant may claim qualification for a ranking preference by certifying to the CHD that the family qualifies for such preference(s). However, before an applicant is admitted on the basis of a ranking preference, the applicant must provide information needed by the CHD to verify that the applicant qualifies for the preference because of the applicant's current status. The applicant's current status must be determined without regard to whether there has been a change in the applicant's qualification for a preference between the certification and selection for admission, including a change from one preference category to another. Once the CHD has verified an applicant's qualification for a preference, the CHD will not verify such qualification again unless over 60 calendar days has passed since verification or the CHD has reasonable grounds to believe that the applicant no longer qualifies for a preference.

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

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or, for citizenship documentation, such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information (income, asset value, deductions, exemptions, other factors, etc.) will be verified by third party verification. This type of verification includes written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the CHD or automatically by another government agency, i.e., the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e., name, date of contact, amount received, etc.

When third party verification cannot be obtained, the CHD will accept documentation received from the applicant/tenant. Hand-carried documentation will be accepted if the CHD has been unable to obtain third party verification in a 4-week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the CHD will accept a notarized statement signed by the head, spouse, or co-head. Such documents will be maintained in the file. The file will be documented to explain why third party verification was not available.

### **12.2. TYPES OF VERIFICATION**

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

<b>Verification Requirements for Individual Items</b>		
<b>Item to Be Verified</b>	<b>3<sup>rd</sup> Party Verification</b>	<b>Hand carried Verification</b>
<b>General Eligibility Items</b>		
Social Security Number	Letter from Social Security, electronic reports	Social Security card or a third party document stating the SSN
Citizenship	N/A	Signed certification, voter's

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> Party Verification	Hand carried Verification
		registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability (SSI, SSD) ** Requires periodic reverification of the disability	Letter from medical professional, SSI, print-out of benefit amounts generated by CHD through automated link to DES, etc.	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school or VA, stating number of hours enrolled.	For high school students and/or college students, any document evidencing enrollment. For higher education, registration and payment documentation.
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider stating amount and frequency of payment, hours of care, names of children, and if care is necessary for employment or education.	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDS, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding	Stock or most current

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> Party Verification	Hand carried Verification
	company	statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property held as investments	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
<b>Income</b>		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
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 <ul style="list-style-type: none"> <li>- whether enrolled or completed</li> <li>- whether training is HUD-funded</li> <li>- whether Federal, State, local govt., or local program</li> <li>- whether it is employment training</li> <li>- whether it has clearly defined goals and objectives</li> </ul>	N/A

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> Party Verification	Hand carried Verification
	<ul style="list-style-type: none"> <li>- whether program has supportive services</li> <li>- whether payments are for out-of-pocket expenses incurred in order to participate in a program</li> <li>- date of first job after program completion</li> </ul>	Evidence of job start

**12.3. VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS**

The citizenship/eligible noncitizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be 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 or at the first reexamination, all eligible non-citizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

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

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

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

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

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

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

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

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

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

The best verification of the Social Security number is the original Social Security card.

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

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

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

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

Verification information must be dated within ninety (90) calendar days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, CHD will verify and update all information related to family circumstances and level of assistance. (Or, CHD will only verify and update those elements reported to have changed.)



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

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

For each family member, citizenship/eligible non-citizen status will be verified only once unless the family member is an eligible immigrant in a transitional stage of admission. In this situation, their status must be updated until they are admitted for permanent residency. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible non-citizen status will be verified.

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

### **13.1. FAMILY CHOICE (§960.253)**

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

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo. However, any changes to the Flat Rent amounts due to market changes will be effective on the annual anniversary date for each affected family.
- B. Families who opt for the flat rent will be required to undergo an annual review of family composition.
- C. Families who opt for the flat rent may request to have a reexamination and return to the income-based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
- D. Families have only one choice per year except for financial hardship cases. In order for families to make informed choices about their rent

options, the CHD will provide them with the following information whenever they have to make rent decisions:

1. The CHD's policies on switching types of rent in case of a financial hardship; and
2. The dollar amount of tenant rent for the family under each option. If the family chose a flat rent for the previous year, the CHD will provide the amount of income-based rent for the subsequent year only the year the CHD conducts an income reexamination or if the family specifically requests it and submits updated income information.
3. There is no utility allowance for families who choose the flat rent.

### **13.2. THE INCOME METHOD**

The total tenant payment is equal to the highest of:

- A. 10% of the family's monthly income; or
- B. 30% of the family's adjusted monthly income; or
- C. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage; or
- D. The minimum rent of **\$Zero (0)**.

### **13.3. MINIMUM RENT**

The CHD has set the minimum rent at **\$Zero (0)**. If the family requests a hardship exemption, however, the CHD will suspend the minimum rent beginning the month following the family's request until the CHD can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature. As CHD has set its minimum rent at \$0, this hardship exemption applies to a rent amount more than \$0.

- A. A hardship exists in the following circumstances:
  1. When the family has lost eligibility for, or is waiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a non-citizen

lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;

2. When the family would be evicted because it is unable to pay the minimum rent;
  3. When the income of the family has decreased because of changed circumstances, including loss of employment; and
  4. When a death has occurred in the family.
- B. No hardship. If the CHD determines there is no qualifying hardship, the tenant portion of the rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. Temporary hardship. If the CHD reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the tenant portion of the rent will not be imposed for a period of 90 calendar days from the beginning of the suspension of the minimum rent. At the end of the 90-day period, the tenant portion of the rent will be imposed retroactively to the time of suspension. The CHD will offer a repayment agreement in accordance with Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period, the CHD will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
- D. Long-term hardship. If the CHD determines there is a long-term hardship, the family will be exempt from the tenant portion of the rent requirement until the hardship no longer exists.
- E. Appeals. The family may use the grievance procedure to appeal the CHD's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

#### **13.4. THE FLAT RENT**

The CHD has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its age, condition, amenities, services, and neighborhood. The CHD determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the annual anniversary date for each affected family (for more information on flat rents, see Section 15.3).

The CHD will post the following flat rents at each of the developments and at the central office.

There is no utility allowance for families paying a flat rent.

Flat rent amounts as of November 1, 2003 are as follows:

Glendale Homes and Lamar Homes		Cholla Vista Apartments	
One bedroom	\$235.00	One bedroom	\$250.00
Two bedroom	\$325.00	Two bedroom	\$340.00
Three bedroom	\$400.00	Three bedroom	\$425.00
Four bedroom	\$500.00	Four bedroom	\$515.00

### ***13.5. RENT FOR FAMILIES UNDER THE NON-CITIZEN RULE***

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

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

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. 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 eighteen (18) months. The CHD will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the CHD will provide additional search periods up to the maximum time allowable.

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

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

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

### ***13.6. UTILITY ALLOWANCE***

The CHD will evaluate utility allowances at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

The payment responsibilities for utilities to the public housing rental units are as follows:

CHD shall pay for City water, trash removal, and sewer fees. All other utilities are the responsibility of the tenant family. Telephone and cable television are not considered utilities.

The utility allowance will be subtracted from the family's income rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the CHD.

The amount of the utility allowance will be paid directly to the utility company to be applied to the tenant family's monthly bill. In the event that the billed amount is less than the utility allowance, the utility company will place a credit on the tenant family's utility account. Any utility cost above the allowance is the responsibility of the tenant. The utility company will continue to send monthly billing statements to the tenant family, showing either a credit balance or additional payment due to satisfy the utility charge. The utility payment will be sent to the utility company with the highest bill owed by the tenant family. The other utility charge will be the sole responsibility of the tenant family.

### ***13.7. PAYING RENT***

Rent and other charges are due and payable on the first day of the month. All rents should be paid at **the CHD Office, located at 6842 North 61<sup>st</sup> Avenue, Glendale, Arizona 85301**. A late charge of \$10.00 shall be charged to any

tenant account in which rent is paid after 5:00 p.m. of the fifth day of the month, and is due the first day of the second month following the delinquency.

Rental payments of \$10.00 or greater must be paid by check or money order. Personal checks will not be accepted and rental payments must be paid by money order if a check has been returned to the CHD for non-sufficient funds. Cash payments will be accepted for rental payments under \$10.00.

Reasonable accommodations for this requirement will be made for persons with disabilities.

If any rent payment check is returned by the bank as not payable, no further checks will be accepted from the household. Any subsequent payments will be made in money orders or cashiers check only.

A tenant may receive a reduction in rent in return for certain maintenance tasks in common areas and/or other services. The terms and amount of the reduction will be in accordance with current CHD procedures governing rent reductions for tenant services and applicable HUD regulations. Any agreement for rent reduction in return for services will be incorporated into the tenant's lease by amendment.

### ***13.8. COLLECTION FEES***

Should it be necessary for collection through legal proceedings or through a collection agency, the undersigned will pay a reasonable collection fee to the holder hereof together with the costs and reasonable expenses of collection.

## **14.0 COMMUNITY SERVICE** (§960.600)

### ***14.1. COMMUNITY SERVICE REQUIREMENT***

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

## **14.2. DEFINITIONS**

- A. Community Service** - volunteer work, which includes, but is not limited to:
1. Work at a local institution including but not limited to: school, child care center, hospital, hospice, recreation center, senior center, adult day care center, homeless shelter, indigent feeding program, cooperative food bank, etc.;
  2. Work with a non-profit organization that serves PHA residents or their children such as: Boy Scouts, Girl Scouts, Boys or Girls clubs, 4-H program, PAL, Garden Center, Community cleanup programs, beautification programs, other youth or senior organizations;
  3. Work at CHD when activities are available;
  4. Helping neighborhood groups with special projects;
  5. Working through resident organization to help other residents with problems, serving as an officer in a Resident organization, serving on the Resident Advisory Board; and
  6. Caring for the children of other residents so they complete their community service requirements or attend a resident council meeting.
- B. Self Sufficiency Activities** - activities that include, but are not limited to:
1. Job readiness programs;
  2. Job training programs;
  3. GED classes;
  4. Substance abuse or mental health counseling;
  5. English proficiency or literacy (reading) classes;
  6. Apprenticeships;
  7. Budgeting and credit counseling;
  8. Any kind of class that helps a person toward economic independence; and
  9. Full time student status at any school, junior college, college, or vocational school.
- C. Exempt Adult** - an adult member of the family who:
1. Is 62 years of age or older;
  2. Has a disability that prevents him/her from being gainfully employed and has certified that due to the disability the disabled person is unable to comply with the service requirement;

3. Is the caretaker of a disabled person who has certified that due to the disability the disabled person is unable to comply with the service requirement;
4. Is working at least 20 hours per week in work activities as defined in section 407(d) of the Social Security Act (42 U.S.C. 607(d)), specified below:
  - a) Unsubsidized employment;
  - b) Subsidized private-sector employment;
  - c) Subsidized public-sector employment;
  - d) Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
  - e) On-the-job-training;
  - f) Job-search and job-readiness assistance;
  - g) Community service programs;
  - h) Vocational educational training (not to exceed 12 months with respect to any individual);
  - i) Job-skills training directly related to employment;
  - j) Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
  - k) Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate; and
  - l) The provision of childcare services to an individual who is participating in a community service program.
5. Is participating in a welfare to work program.
6. Certified as exempt from work activities under a State Programs as stated by the Social Security Act or any other welfare state program; and
7. Member of a family receiving TANF assistance, benefits, or service under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 *et seq.*); or under any other welfare program of the State in which the PHA is located, including a State administered welfare-to-work program and has not been found by the State or other administering entity to be in non-compliance with such program.



By regulation, CHD can use reasonable guidelines in clarifying work activities in coordination with the Temporary Assistance to Needy Families (TANF) agency, as appropriate.

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

By reviewing all documentation in the tenant file, CHD shall identify all adult family members who are not exempt from the community service requirement.

The CHD shall notify all non-exempt family members of the community service requirement, and all exempt family members of their exempt status in writing. The notification will provide the opportunity for non-exempt family members to claim and explain an exempt status. The CHD shall verify such claims.

The notification will inform all exempt adult family members that they need to certify to their exempt status by completing the Exempt Status Certification form available in the housing administrative office.

The notification will advise family members that their community service obligation will begin the month following notification. It will also advise them that failure to comply with the community service requirement may result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

At lease execution, all adult family members, age 18 or older, will be given a copy of the Community Service policy. The family member will sign the document, with the original placed in the tenant file and a signed copy to the family member. All non-exempt family members will receive time logs, service verification forms, and will sign the Community Service Agreement form, stating they have been apprised of their responsibilities.

### **14.4. VOLUNTEER OPPORTUNITIES**

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

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

### **14.5. THE PROCESS**

Upon admission to the program or at the start of the reinstated program, and then at each annual reexamination thereafter, the CHD will do the following:

- A. Verify whether household members 18 years of age or older are required to participate in the Community Service program.
- B. Provide a list of volunteer opportunities to the family members.
- C. Have each adult family member sign the Community Service Policy, acknowledging their responsibilities and that they understand the consequences of non-compliance.
- D. All non-exempt family members will receive time tracking logs and service verification forms.
- E. All exempt family members will sign the Exemption Certification, certifying to their exempt status.
- F. Thirty (30) calendar days before the family's next lease anniversary date, the CHD will verify compliance with the community service requirement for each adult non-exempt family member.
- G. Each family member required to perform this service will be responsible for providing certification of their monthly progress. The eligibility worker will track the family member's monthly progress for compliance with the requirement.
- H. If a resident's status changes from exempt to nonexempt, it is the resident's responsibility to notify CHD of the change and to make arrangements to complete any required community service time.

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

The CHD will notify any family member found to be in noncompliance of the following:

- A. The family member(s) determined to be in noncompliance;
- B. That the determination is subject to the grievance procedure;
- C. That the tenant may exercise any available judicial remedy to seek timely redress for the lease nonrenewal; and
- D. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed at the next annual recertification.

**14.7. OPPORTUNITY FOR CURE**

The CHD will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that

the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours that are deficient, as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with the current year's community service requirement.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service, the CHD will not renew the lease at the next reexamination.

In the case of non-compliance of a family member other than the head of household, the family has the option of providing written assurance to CHD that the noncompliant family member no longer resides in the unit.

#### ***14.8. PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES***

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

### **15.0 RECERTIFICATIONS (§960.257)**

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

#### ***15.1. GENERAL***

The CHD will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or income method, and scheduling an appointment if they are currently paying an income rent. If the family thinks they may want to switch from a flat rent to an income rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter includes, for those families paying the income method, forms for the family to complete in preparation for the interview. It also will have instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

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

Existing tenants must comply with the security deposit requirements as stated in Section 10.8.B. This requirement will be met at the time of the tenant's annual recertification for program eligibility. Existing tenants will also be given six months to pay the additional security deposit if paying the full amount would be a hardship.

### **15.2. MISSED APPOINTMENTS**

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the CHD taking eviction actions against the family.

### **15.3. FLAT RENTS**

- A. Each year at the time of the annual reexamination, the family is given the option of selecting between the two methods of determining the amount of tenant rent paid monthly by the family. The family will be informed of the following:
  - 1. The amount of the flat rent.
  - 2. The amount of the income-based rent
  - 3. They will not be offered this choice more than once a year.
  - 4. Utility allowances are not paid on flat rents.
  - 5. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo, however they will undergo a family composition reexamination annually.
  - 6. Families who opt for the flat rent may request to have a reexamination and return to the income-based method at any time for any of the following reasons:
    - a. The family's income has decreased.
    - b. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
    - c. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
- B. The family must sign a certification accepting or declining the flat rent.

This choice will also be noted in the lease agreement.

- C. Once a family returns to the income based method during their "lease year" they cannot go back to a flat rent until their next regular annual reexamination.

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

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the CHD will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

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

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

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

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

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

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

#### **15.6. INTERIM REEXAMINATIONS**

Families are required to report only the following changes between regular reexaminations. If the family's rent is being determined under the income method, these changes will trigger an interim reexamination. During an interim reexamination only the information affected by the changes being reported will be reviewed and verified.

Any of the changes listed below must be reported to the housing office within ten (10) days of their occurrence. Complete verification of circumstances in such cases will be documented. Failure to report these changes may result in a retroactive rent charge or eviction action against the tenant. Interim reexaminations shall be made for the following reasons:

- A. All changes resulting in rent decreases expected to last at least 60 calendar days.
  - 1. If the change lasts less than 60 calendar days, the rent will be recalculated and increased accordingly.
- B. All income changes for families that declare zero income.
- C. A member has been added to the family through birth or adoption or court-awarded custody.
- D. A household member is leaving or has left the family unit.

In order to add a household member other than through birth or adoption (including a live-in aide) the family must request that the new member be added to the lease.

Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security Number if they have one, and must verify their citizenship/eligible immigrant status. The new family member will go through the screening process similar to the process for applicants. The CHD will determine the eligibility of the individual before allowing them to be added to the lease.

If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, the CHD will grant approval to add their name to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member.

- 1. **Family Composition Changes:** All changes must be reported to the CHD. Additions to the family other than birth of a child must have prior written approval of the owner and the CHD. Additions to the family will be denied to:
  - a. Persons who have been evicted from public housing.
  - b. Persons who have previously violated a family obligation as listed in 24 CFR §982.551 of the HUD regulations.
  - c. Persons who commit drug-related criminal activity or violent criminal activity.

- d. Persons who commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- e. Persons who currently owe rent or other amounts to the CHD or to another housing authority.

**2. Effective Date of Rent Changes Due to Interim Recertification:**

- a. Rent Decreases: If a change in family circumstances or income results in a rent decrease, the adjustment in rent will be effective the first day of the month following the date of reported change.
  - i. The decrease will be granted pending verification.
  - ii. The participant will pay back any overpaid assistance if less than \$50.00.
  - iii. If the overage is more than \$50.00, the participant must sign a promissory note.
- b. Rent Increase: If a change in family circumstances or income results in a rent increase, the adjustment in rent will be made effective the first day of the second month following that in which the change in family circumstances or income occurred.
- c. Notification of Change: Resident will be notified as to any changes in the tenant rent.

If an error in rent is revealed at any time during the income year, proper adjustment will be made to correct the error as follows:

- 1. Errors Which are the Fault of Resident:
  - a. Resulting in Increase: If the error is the fault of the resident, and results in the resident owing additional rent, such rent shall be repaid by the family within a reasonable period of time. Failure to repay may result in termination. See promissory note procedure.
  - b. Resulting in Decrease: If the error is the fault of the resident and it results in a decrease, the change will be made effective the first of the month following the month in which the change is reported or discovered. No refund will be due.
- 2. Errors Which are Not the Fault of Resident:
  - a. Resulting in Increase: If the error is not the fault of the resident and it results in increased tenant rent, such rent shall be made effective the first day of the second month following the month the change was reported.
  - b. Resulting in Decrease: If the error is not the fault of the resident, and corrective action results in a decreased rent, the corrected rent shall be made effective as of the date the error was made. If a refund is necessary, because of a decrease in rent, it shall be processed immediately. The refund will be for the amount due for the period of time the error was in effect.

### **15.7. SPECIAL REEXAMINATIONS**

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income or have a temporary decrease in income, the CHD may schedule special reexaminations every sixty (60) calendar days until the income stabilizes and an annual income can be determined.

### **15.8. ZERO INCOME REPORTING**

Families reporting zero income will be required to complete a questionnaire and submit an expense statement for all family members, reflecting all funds and sources of funds coming into the household and the method of payment for utilities, telephone, incidentals, food, rent, vehicle expenses, clothing, etc. (See 24 CFR §5.609 for types of amounts, monetary or not, which are included as income.)

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

For interim re-exams, increases in rent shall become effective on the first day of the second month following the month the change was reported, provided the change was reported within ten days of its occurrence and the family complies with the verification requirements and completes re-exam. Decreases in rent shall take place on the first day of the month following the month in which the change is reported. The effective dates of changes that are not reported in a timely manner are covered in the following section.

### **15.10. ERRORS/OMISSIONS, MISREPRESENTATIONS/FAILURE OR DELAY IN REPORTING CHANGES**

In the interest of brevity, the word "error" is used in this section to represent errors, omissions, misrepresentations, and failure to report changes. If an error in rent is revealed at any time, proper adjustment will be made to correct the error as follows:

A. Errors that are the fault of the tenant:

1. Increased rent shall be retroactive to the first day of the month following the date the change occurred.
2. Decreased rent shall be effective on the first day of the month following the month the change was reported.

B. Errors not the fault of the tenant:

1. Increased rent shall be made effective the first day of the second month following the date the error was discovered.



2. Decreased rent shall be made retroactive to the date the error occurred. If a refund is necessary, it shall be processed immediately.

## **16.0 UNIT TRANSFERS**

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

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- C. To facilitate a relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To provide an incentive for families to assist in meeting the CHD's deconcentration goal.
- F. To eliminate vacancy loss and other expenses due to unnecessary transfers.
- G. To accommodate *Remaining Family Members*.

### ***16.2. CATEGORIES OF TRANSFERS***

- A. Transfer Waiting List - The CHD shall maintain a list of the names of tenants requiring transfer in chronological order within the listed priorities.
- B. Transfer Priorities - Transfers will be granted to tenants according to the following priorities:
  1. Hazardous Defects - Tenants whose units have defects hazardous to life, health, or safety. If such defects are caused by tenant abuse and/or neglect, termination of tenancy rather than transfer may result.
  2. Unit Rehabilitation - Tenants who must be transferred to allow for rehabilitation or construction work in their unit.

3. Medical Condition - Tenants who have a medically verified physical condition that requires a different type or size of unit.
  4. Unit Size Adjustments - Tenants either over or under housed who require a unit size adjustment.
  5. Other - Tenants requesting transfer for any reason other than the above specified categories.
- C. Dwelling Unit Size Adjustments: If the CHD determines that the size of the dwelling unit is no longer appropriate to the tenant's needs, whether too large or too small, it shall serve notice of such determination to the tenant. The notice will advise the tenant that they have been placed on a waiting list to await the availability of a suitable unit. Tenant shall be given notice in writing of the date that a suitable unit is expected to be ready for occupancy. Tenant shall be given a reasonable time of not less than fourteen (14) days in which to move. Fourteen (14) days shall commence on the day that the new lease is signed and the keys to the new unit are delivered to the tenant. Return of the keys to the original unit shall evidence termination of the prior lease. Failure to deliver keys to the original unit by the end of the 14th day will result in the tenant being responsible for the rent on both units until the keys have been delivered. Tenant's failure to transfer to a suitable unit is a cause for eviction. Tenants shall not be penalized if they are willing to accept the new unit but are unable to move by the date required and present evidence satisfactory to the CHD of their inability to move.

### **16.3. DOCUMENTATION**

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

### **16.4. INCENTIVE TRANSFERS**

Transfer requests will be encouraged and approved for families who live in a development where their income category (below or above 30% of area median) predominates and wish to move to a development where their income category does not predominate.

Families approved for such transfers will meet the following eligibility criteria:

- A. Have been a tenant for three years;
- B. For a minimum of one year, at least one adult family member is enrolled in an economic self-sufficiency program or is working at least thirty-five (35) hours per week, the adult family members are 62 years of age or older or are disabled or are the primary care givers to others with disabilities;

- C. Adult members who are required to perform community service have been current in these responsibilities since the inception of the requirement or for one year, whichever is less;
- D. The family is current in the payment of all charges owed to the CHD and has not paid late rent for at least one year;
- E. The family passes a current housekeeping inspection and does not have any record of housekeeping problems during the last year;
- F. The family has not materially violated the lease over the past two years by disturbing the peaceful enjoyment of their neighbors, by engaging in criminal or drug-related activity, or by threatening the health or safety of tenants or Housing Authority staff.

### **16.5. PROCESSING TRANSFERS**

The CHD will accept, prioritize, and process transfer requests in such a manner as to avoid situations that adversely affect program operations, taking into account the resources available to accomplish the transfers. As resources for a transfer become available, the household to be transferred may take precedence over an admission from the waiting list.

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

- A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.
- B. If the CHD determines that a transfer is appropriate, it shall serve notice of such determination to the tenant. The notice will advise the tenant that they have been placed on a waiting list to await the availability of a suitable unit. Tenant shall be given notice in writing of the date that a suitable unit is expected to be ready for occupancy. Tenant shall be given a reasonable time of not less than fourteen (14) days in which to move. Fourteen (14) days shall commence on the day that the new lease is signed and the keys to the new unit are delivered to the tenant. Return of the keys to the original unit shall evidence termination of the prior lease. Failure to deliver keys to the original unit by the end of the 14th day will result in the tenant being responsible for the rent on both apartments until the keys have been delivered. Tenant's failure to transfer to a suitable unit is a cause for eviction. Tenants shall not be penalized if they are willing to accept the new unit but are unable to move by the date required and present evidence satisfactory to the CHD of their inability to move.
- C. If the transfer is being made at the family's request and the rejected offer provides deconcentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.

- D. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not include deconcentration incentives. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

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

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

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

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

- A. When the transfer is needed in order to carry out rehabilitation activities;  
or
- B. When action or inaction by the CHD has caused the unit to be unsafe or inhabitable.

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

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

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

#### **16.8. TRANSFER REQUESTS**

A tenant may request a transfer at any time by completing a transfer request form. In considering the request, the CHD may request a meeting with the tenant to better understand the need for transfer and to explore possible

alternatives. The CHD will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) business days of receipt of the request to schedule a meeting.

The CHD will grant or deny the transfer request in writing within ten (10) business days of receiving the request or holding the meeting, 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 advise the family of their right to utilize the grievance procedure.

### ***16.9. RIGHT OF THE CHD IN TRANSFER POLICY***

The provisions listed above 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 to transfer.

## **17.0 INSPECTIONS**

The following lists the types of inspections conducted by the CHD:

- A. Pre-Occupancy Inspection - before tenant occupies the dwelling unit, the premises will be inspected jointly by the tenant and CHD staff. Both parties will agree upon the condition of the unit by signing an inspection sheet.
- B. Regular and Periodic Inspection – on an annual basis the CHD shall conduct an inspection of each unit. This inspection will serve as documentation in the determination of needed maintenance or repairs, to assess damage over and above normal wear and tear, and to determine that the family is maintaining the unit according to the CHD standards. Failure to maintain the dwelling unit and premises in a safe, sanitary, and undamaged condition may result in lease termination.
- C. Move-Out Inspections - when tenant vacates, the CHD shall conduct an inspection of the dwelling unit to determine the condition of the unit, damages, and related charges. The tenant shall be notified of the move-out inspection and given the opportunity to attend. The CHD shall furnish the tenant with a written statement of the charges, if any, for which the tenant is responsible. Such notice shall advise the tenant of their right to file a grievance if they disagree with the statement of charges.
- D. Recordkeeping - a copy of each inspection report shall be retained in the appropriate tenant or unit file.

### **17.1. NOTICE OF INSPECTION**

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections, the CHD will give the tenant at least two (2) days written notice. If CHD determines there is an issue of health or safety, advance notice is not required.

### **17.2. EMERGENCY INSPECTIONS**

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

### **17.3. OTHER INSPECTIONS**

CHD will determine when or if other types of inspections are required. Other types of inspections can include but not limited to housekeeping, security, or safety. Issues needing attention may arise that are not on this list. These inspections will be CHD discretion based on a needs determination.

## **18.0 PET POLICY** (§960.701)

### **18.1. EXCLUSIONS**

This policy does not apply to animals that are used to assist persons with disabilities. Assistive animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors, and to be licensed and inoculated as required by local laws.

### **18.2. APPROVAL**

Residents must have the prior approval of the CHD before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before the CHD will approve the request.

### **18.3. TYPES AND NUMBER OF PETS**

Residents are permitted to own and keep no more than two (2) common household pets in their apartment. The CHD will allow only common household pets. This means only domesticated animals such as a dog, cat, bird, rodent (including a rabbit), fish in aquariums or a turtle will be allowed in units. Common household pets do not include reptiles (except turtles).

All dogs and cats must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact.

#### **18.4. INOCULATIONS**

In order to be approved by CHD, pets must be appropriately inoculated against rabies and other conditions prescribed by local ordinances. Owners must comply with all other state and local public health, animal control, and anti-cruelty laws, including any/all licensing requirements.

#### **18.5. PET DEPOSIT**

The amount of pet deposit charged per apartment will be \$100.00 payable within six months. The CHD will refund the pet deposit to the resident upon permanent removal of the pet(s) from the premises after an inspection by the CHD showing that the premises are clean, odor free, and undamaged.

#### **18.6. DAMAGES - FINANCIAL OBLIGATION OF RESIDENTS**

Resident agrees to report immediately any damage caused by the pet(s) and to pay reasonable charges for repair to the premises, buildings, facilities, and common areas caused by the pet(s), payable on the day on which the rent is due, one month following the effective date of the charges.

#### **18.7. NUISANCE OR THREAT TO HEALTH OR SAFETY**

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

Cats must use a sanitary sandbox in the apartment. Pet droppings must be removed immediately, and disposed of in CHD dumpsters. A waste removal charge of \$5.00 will be charged for failure to remove waste.

Pet(s) must not disturb other residents, including but not limited to loud and excessive barking.

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

#### **18.8. DESIGNATION OF PET AREAS**

Pet(s) must be kept inside the apartment or, if outside, on a leash controlled by a responsible adult. No outdoor cages may be constructed.

Pet(s) must be kept out of landscaping, storage/laundry rooms, and common areas not assigned to the resident.

Pet(s) must not be left unattended for more than 24 hours. In the event any pet is left unattended for more than 24 hours, the CHD may enter the premises and turn the pet over to the County Animal Control or other appropriate authorities.

### **18.9. VISITING PETS**

Pets may visit the projects/buildings where pets are allowed for up to two (2) weeks without CHD approval. Tenants who have visiting pets must abide by the conditions of this policy regarding health, sanitation, nuisances, and peaceful enjoyment of others. If visiting pets violate this policy or cause the tenant to violate the lease, the tenant will be required to remove the visiting pet.

### **18.10. PET LICENSE/REGISTRATION**

Residents must maintain up-to-date inoculation records, dog license, and valid rabies tags on their pet(s). This information will be required to receive CHD approval to register pet(s).

All pet(s) must have a tag bearing the owners name, address, and telephone number, and must be registered at the CHD office before being brought onto the premises, and annually thereafter.

Residents must provide the name, address, and phone number of one or more responsible parties who will care for the pet in case of an emergency. CHD may require additional information if necessary to ensure compliance.

### **18.11. MISCELLANEOUS RULES**

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

Residents owning cats shall maintain waterproof litter boxes for cat waste. Cat waste shall not be allowed to accumulate or become unsightly or unsanitary, nor shall the unit be allowed to have an unpleasant odor due to the failure to maintain a litter box in a clean manner. Litter shall be disposed of in an appropriate manner.

The pet shall be physically confined, controlled, or constrained during the times when a CHD employee, agent, or others must enter the unit to conduct business, provide services, enforce lease terms, etc.

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

A pet owner who violates any other conditions of this policy may be required to remove his/her pet from the development within 10 calendar days of written



notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

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

### **18.12. DENIED REGISTRATION**

The Community Housing Division may refuse to register a pet if:

The pet is not a common household pet;

The keeping of the pet would violate any applicable house pet rule;

The resident fails to provide complete pet registration information or fails annually to update the pet registration;

The CHD determines that the pet owner will be unable to keep the pet in compliance with the pet rules and other lease obligations, based on the pet owner's habits, and practices.

The adding of a pet violates the CHD density rule of not more than two (2) pets per apartment.

The CHD will notify the pet owner if registration is denied. The notice shall state the reason for the CHD decision to deny registration.

### **18.13. NOTICES**

Notice of Violation – if the CHD determines that a resident has violated a rule governing the owning or keeping of pet(s), the CHD will serve a written notice of pet rule violation to the pet owner. The notice will:

- a. Make a brief statement of the determination and the pet rule or violation;
- b. State that the pet owner has 10 days from the effective date of the notice to correct the violation (including removing the pet) or to make a written request for a meeting to discuss the violation;
- c. State that the pet owner is entitled to be accompanied by another person at the meeting; and,
- d. State that failure to correct the violation, request a meeting, or appear at a requested meeting may result in termination of the pet(s) owner tenancy.

Notice of Meeting - if the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, the CHD will establish a meeting, no later than 15 days from the effective date of the notice of pet violation. At the meeting, the pet owner and CHD representative shall discuss the violation and attempt to

correct it. The CHD may, as a result of the meeting, give the pet owner additional time to correct the violation.

Notice of Pet Removal - if the pet owner and CHD are unable to resolve the pet violation at the meeting, or if the CHD determines that the pet owner has failed to correct the pet rule violation, within any additional time, the CHD will serve a written notice to the pet owner requiring the pet owner to remove the pet. The notice must:

- A. Contain a brief statement of the determination and the pet rule or rules that have been violated;
- B. State that the pet owner must remove the pet within 10 days of the effective date of the notice of pet removal; and,
- C. State that failure to remove the pet may result in termination of the pet owner's tenancy.

## **19.0 REPAYMENT AGREEMENTS**

When a resident owes the CHD back charges and is unable to pay the balance by the due date, the resident may request that the CHD allow them to enter into a Repayment Agreement. The CHD has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months. All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the Resident to eviction procedures.

## **20.0 TERMINATION**

### ***20.1. TERMINATION BY TENANT***

The tenant may terminate the lease at any time upon submitting a 30-day written notice. If the tenant vacates prior to the end of the thirty (30) calendar days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

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

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

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

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments (four such late payments in a 12 month period will constitute a late history);
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any criminal activity on the property or drug-related criminal activity on or off the premises by the leaseholder, a member of the household, or a guest. This includes but is not limited to the manufacture of methamphetamine on the premises of the CHD;
- K. Have a household member who is currently engaging in illegal use of a drug;
- L. Have a household member who is a fugitive felon, parole violator, or person fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;
- M. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Authority by the resident, household members, or guests of the resident or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises.
- N. Alcohol abuse that CHD determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- O. Non-compliance with Non-Citizen Rules requirements;

- P. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of CHD; and
- Q. Other good cause.

The CHD 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.

### ***20.3. ABANDONMENT***

A unit is considered abandoned if the tenant has not resided in it for 10 days, the rent has not been paid for the current month, and there is no reasonable evidence other than the presence of the tenant's personal property that the tenant is occupying the residence.

The CHD must post a written notice of intent to declare a unit abandoned. The notice must state from what date the CHD determined the unit abandoned and that the tenant has 30 calendar days from the date of posting to reclaim the unit. If tenant does not reclaim the unit, the CHD will take possession.

If the tenant leaves personal belongings in the unit, the CHD must inventory the items and store them for 30 calendar days. If the tenants' personal belongings remain unclaimed after 30 calendar days, the CHD may dispose of the items as seen fit. The CHD must keep a list of the disposed items noting the methods of disposal. Costs for storage and disposal shall be assessed against the former tenant. The CHD may not profit from the disposal of such items.

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

After a family moves out, the CHD will return the security deposit within a reasonable time after termination of occupancy, or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

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

## 21.0 SUPPORT FOR OUR ARMED FORCES

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

- A. If a family finds it necessary for another adult to temporarily move into a unit solely to serve as a temporary guardian for children residing in the unit, the income received by the temporary guardian will not be counted in determining family income. The presence of the temporary guardian will need to be approved by CHD.
- B. Although typically a criminal background check is required before anyone can participate in the housing choice voucher program, this requirement will be waived for a temporary guardian. Instead, the background check will occur after the person moves into the assisted unit. If the results of the check indicate that the person is ineligible for the program, the family shall be given a reasonable time to find a replacement temporary guardian.
- C. Recognizing that activation in the Reserves or National Guard can be very disruptive to a family's income, CHD will expeditiously re-evaluate a resident's portion of the rent if requested to do so.
- D. A unit cannot be held by a family that is not residing in it as their primary residence for more than 180 consecutive days because of a specific federal regulation. If all members of a military family are temporarily absent from the unit because a member of the family has been called to active duty, the family can retain control of the unit by paying the required rent and returning to the unit within 30 calendar days of the conclusion of the active duty service. If the service extends beyond 180 calendar days, CHD will seek a waiver of the 180-day limit from HUD.

## 22.0 FRAUD

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

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

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

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

## 23.0 GLOSSARY

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

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

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

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under age 13. Other allowance can be given at the discretion of the housing authority.

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

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

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

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

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

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

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

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

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

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

**Child Care Expenses:** Amounts anticipated to be paid by the family for the care of children under age 13 during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

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

**Community Service:** The performance of voluntary work or duties that are a public benefit and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.

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

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

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



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

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

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

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

The deduction is equal to the amount by which the cost exceeds 3% of the family's annual income. The deduction may not exceed the earned income received by the family member who is enabled to work as a result of this expense.

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

**Disabled Family:** A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.") For purposes of qualifying for low-income housing, any family member who is disabled will qualify the family under this category.

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

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

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

**Drug-Related Criminal Activity:** Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

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

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

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

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

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

**Evidence (Credible):** Credible Evidence includes, but is not limited to, evidence obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes, but is not limited to, documentation of drug raids or arrest warrants.

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

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

**Family** includes but is not limited to:

- A. A family (single person or group of persons) with or without children;
- B. A group of persons consisting of two or more elderly persons, or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aide;
- C. An elderly family;
- D. A near-elderly family;
- E. A disabled family;

- F. A displaced family;
- G. The remaining member of a tenant family;
- H. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family; or
- I. Two or more persons related but who will live together in a stable relationship and share resources. (24 CFR 5.403).

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

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

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

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

**Glendale Resident:** Shall mean any family, including single member families that:

- A. Physically resides within the city limits of Glendale, Arizona (a mailing address will not automatically qualify an applicant for this preference; physical residence must be verifiable.) OR
- B. Are employed within the city limits of Glendale, OR
- C. Have been hired for employment within the city limits of Glendale, OR
- D. As homeless applicants, must verify they physically resided in Glendale, or were employed or hired for employment within the city limits of Glendale for the period immediately preceding the event(s), which have resulted in the family becoming homeless.
- E. The family has independent verifiable employment that generates annual income; or net income from operation of a business or profession equivalent to at least one half of permanent, full time employment; OR
- F. The family has a head and spouse, or sole member, who are age 62 or older, OR
- G. The family has a head and spouse, or sole member, who has been declared disabled by a certified medical practitioner.

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

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

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

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

**Imputed Welfare Income:** The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

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

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

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

**INS:** The U.S. Immigration and Naturalization Service.

**Involuntary Displacement:** An applicant is or will be involuntarily displaced if the applicant has vacated or will have to vacate the unit where the applicant lives because of one or more of the following:

- A. Displacement by disaster. An applicant's unit is uninhabitable because of a disaster such as a fire or flood.
- B. Displacement by government action. Activity carried on by an agency of the United States or by any State or local governmental body or agency in connection with code enforcement or a public improvement or development program.

- C. Displacement because of Domestic Violence. An applicant must relocate because of a domestic violence situation.

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

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

Live-in aides are not counted as remaining members of a tenant family and their income is not included in the calculation of family income. Live-in aides will be listed as residing in the unit on the lease and landlord may apply the same screening criteria as those used for screening any other tenants. Live-in aides will be required to sign the lease and any addenda. Tenant must request and receive approval for any change in live-in aide.

**Low-Income Families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of or unusually high or low family incomes.

**Lump Sum Benefit:** A one-time payment of periodic benefits for a previous period that may be included as income. Only that portion of the payment attributable to the time the tenant resided continuously under the Public Housing program may be counted as income.

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

**Minor:** A person less than eighteen years of age. (Head of household, spouse, or an unborn child may not be counted as a minor for the purpose of receiving a dependent allowance.)

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

**Mixed Population Development:** A public housing development, or portion of a development, that was reserved for elderly and disabled families at its inception (and

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

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

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

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

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

**Net Family Assets:**

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

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

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

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

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

- A. Has a disability as defined in 42 U.S.C. 423.
- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
  - 1. Is expected to be of long-continued and indefinite duration;
  - 2. Substantially impedes his or her ability to live independently; and
  - 3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions, or
- C. Has a developmental disability as defined in 42 U.S.C. 6001.

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

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

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

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

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

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

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

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

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

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

**Responsible Entity:**

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

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

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

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

**Specified Welfare Benefit Reduction:**

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
- B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
  - 1. At the expiration of a lifetime or other time limit on the payment of welfare benefits;



2. Because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
3. Because a family member has not complied with other welfare agency requirements.

**Sporadic Income:** Income that is neither reliable nor periodic.

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

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

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

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

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

**Total Tenant Payment (TTP):**

- A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:
- B. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act, which is the higher of:
  1. 30% of the family's monthly adjusted income;
  2. 10% of the family's monthly income; or
  3. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to

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

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

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

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

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

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

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

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

It includes such benefits even when they are:

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

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

The term “assistance” excludes:

- A. Nonrecurrent, short-term benefits that:
  - 1. Are designed to deal with a specific crisis situation or episode of need;
  - 2. Are not intended to meet recurrent or ongoing needs; and
  - 3. Will not extend beyond four months.
- B. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);
- C. Supportive services such as child care and transportation provided to families who are employed;
- D. Refundable earned income tax credits;
- E. Contributions to, and distributions from, Individual Development Accounts;
- F. Services such as counseling, case management, peer support, childcare information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and
- G. Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

## 24.0 ACRONYMS

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

## **25.0 APPENDIX A GRIEVANCE PROCEDURE**

### **I. APPLICABILITY**

- A. The City of Glendale, Community Services Division (CHD) Grievance Procedure shall apply to all individual grievances including grievances pertaining to individuals with handicaps (Section 504 grievances) between the tenant and the CHD. The CHD may exclude from its procedure any grievance concerning an eviction based upon a tenant's creation or maintenance of a threat to the health or safety of other tenants or CHD employees.
- B. The CHD Grievance Procedure shall not be applicable to disputes between tenants not involving CHD. The Grievance Procedure is not intended as a forum for initiating or negotiating policy changes between groups of tenants and the CHD's Board of Commissioners.
- C. The Department of Housing and Urban Development (HUD) has determined that Arizona State Landlord/Tenant Law provides the necessary pre-eviction hearing and other elements of due process. Therefore, criminal activity evictions are excluded from this grievance process.

### **II. DEFINITION OF TERMS**

- A. "Grievance" shall mean any dispute that a tenant may have with respect to CHD action, or failure to act in accordance with the individual tenant's lease, CHD regulations, which adversely affect the individual tenant's rights, duties, welfare, or status.
- B. "Complainant" shall mean any tenant whose grievance is presented to the CHD in accordance with the requirements for filing a grievance.
- C. "Elements of Due Process" shall mean any 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 tenant of the grounds for terminating the tenancy and for eviction;
  - 2. Opportunity for the tenant to examine all relevant documents, records and regulations of the CHD prior to the trial for the purpose of preparing a defense;

3. Right of the tenant to be represented by counsel;
  4. Opportunity for the tenant to refute the evidence presented by the CHD, including the right to cross-examine witnesses and to present any affirmative legal or equitable defense, which the tenant may have;
  5. A decision on the merits.
- D. "Hearing Officer" shall mean a person selected in accordance with the regulations to hear grievances and render a decision with respect thereto.
- E. "Tenant" shall mean any lessee, or the remaining head of the household, of any tenant family residing in housing accommodation covered by these regulations.

### **III. INFORMAL SETTLEMENT OF GRIEVANCE**

Any grievance shall be personally presented, either orally or in writing, to the CHD office, so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within ten (10) working days and one copy shall be given to the tenant and one retained in the CHD tenant file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing may be obtained if the complainant is not satisfied.

### **IV. PROCEDURE TO OBTAIN A HEARING**

- A. Request For Hearing. The complainant shall submit a written request for a hearing to the CHD within ten (10) working days after receipt of the summary of discussion, as explained in Section III above. The written request shall specify:
1. The reasons for the grievance
  2. The action or relief sought
- B. Selection of Hearing Officer - grievances shall be presented before a hearing officer. The CHD shall provide for the appointment of an impartial hearing officer who may be an employee or official of the City of Glendale who is not directly involved in the day-to-day administration of the Conventional Public Housing program.
- C. Failure to Request a Hearing - if the complainant does not request a hearing in accordance with this policy, then the CHD's disposition of the grievance shall become final. Failure to request a hearing shall not constitute a waiver by the complainant of his right thereafter to contest the

CHD'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 Section III as a condition precedent to a hearing under this section. If the complainant shows good cause why he failed to proceed in accordance with Section III to the hearing officer, the hearing officer may waive the provisions of this subsection.
- E. Escrow Deposit - before a hearing is scheduled in any grievance involving the amount of rent which the CHD claims is due, the complainant shall pay to the CHD an amount equal to the rent due and payable as of the first 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 CHD in extenuating circumstances. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure. Failure to make payment shall not constitute a waiver of any right the complainant may have to contest the CHD's disposition of his grievance in any appropriate judicial proceeding.

If the grievance concerns the denial of a financial hardship exemption from the minimum rent requirement or the effect of welfare benefit reductions in the calculation of family income, the requirement for the escrow deposit is waived.

- F. Scheduling of Hearings - upon complainant's compliance with the provisions of this section, a hearing shall be scheduled by the hearing officer within ten (10) working days after receipt of the complainant's request for a time and place reasonably convenient to both the complainant and the CHD. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the complainant and the hearing officer.

## **V. 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:
  - 1. The opportunity to examine, before the hearing and at the expense of the complainant, to copy all documents, records and regulations of the CHD that are relevant to the hearing. Any document not so made available after request therefore by the complainant may not be relied on by the CHD at the hearing;

2. The CHD will be given the opportunity to examine, at the CHD's offices before the hearing, any family documents that are directly relevant to the hearing. The CHD will be allowed to copy any such document at the CHD's expense. If the family does not make the document(s) available for examination on request of the CHD, the family may not rely on the document at the hearing.

Note: The term **document** includes records and regulations.

3. The right to be represented by counsel or other person chosen as his or her representative;
  4. The right to a private hearing unless the complainant requests a public hearing;
  5. The right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on by the CHD or project management, and to cross-examine all witnesses on whose testimony or information the CHD or project management relies;
  6. 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 CHD fails to appear at a scheduled hearing, the hearing officer or hearing panel may make a determination to postpone the hearing for a period not to exceed five business days or may make a determination that the party has waived the right to a hearing. The hearing officer shall notify both the complainant and the CHD of the determination. A determination that the complainant has waived the right to a hearing shall not constitute a waiver of any right the complainant may have to contest the CHD's disposition of the grievance in an appropriate judicial proceeding.
  - E. At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the CHD must sustain the burden of justifying the CHD 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 CHD, the complainant, counsel, and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply



with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

- G. The complainant or the CHD may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

## **VI. DECISION OF THE HEARING OFFICER**

- A. The hearing officer shall prepare a written decision together with the reasons therefore, within ten (10) working days after the hearing. A copy of the decision shall be sent to the complainant and the CHD. The CHD shall retain a copy of the decision in the tenant's file. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the CHD and made available for inspection by a prospective complainant, his representative, or the hearing officer.
- B. The decision of the hearing officer or hearing panel shall be binding on the CHD which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the CHD determines within a reasonable time, and promptly notifies the complainant of its determination, that:
  - 1. The grievance does not concern CHD action or failure to act in accordance with or involving the complainant's lease on CHD regulations, which adversely affect the complainant's rights, duties, welfare, or status;
  - 2. The decision of the hearing officer is contrary to applicable Federal, State or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the CHD.
- C. A decision by the hearing officer, in favor of the CHD 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 whatever any rights the complainant may have to a trial, or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

## **VII. INFORMAL HEARING PROCEDURES FOR DENIAL OF ASSISTANCE ON THE BASIS OF INELIGIBLE IMMIGRATION STATUS**

The participant family may request that the CHD provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The participant family must make this request

within 30 calendar days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 calendar days of receipt of the INS appeal decision.

## **VIII. EVICTION ACTIONS**

If a tenant has requested a hearing in accordance with the regulations on a complaint involving a CHD notice of termination of the tenancy and the hearing officer or hearing panel upholds the CHD's action to terminate the tenancy, the CHD shall not commence an eviction action in a State or local court until it has served a notice to vacate on the tenant, and in no event shall the notice to vacate be issued prior to the decision of the hearing officer or the hearing panel having been mailed or delivered to the complainant. Such notice to vacate must be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period, or on the termination date stated in the Notice of Termination, whichever is later, appropriate action will be brought against him and he may be required to pay court costs and attorney fees.

## **IX. REASONABLE ACCOMMODATION**

The CHD shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.

If the resident is visually impaired, any notice to the resident that is required by these procedures must be in an accessible format.

## **X. DISCRIMINATION COMPLAINTS**

Nothing contained in this grievance procedure shall preclude a complainant from exercising their rights if the complainant believes he/she is being discriminated against on the basis of race, color, religion, sex, familial status, national origin, or handicap.