

# 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:

Salina Housing Authority  
469 S. Fifth Street  
Salina, KS 67401  
Fiscal Year 2004

**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.**

**This plan was on display at the Salina Housing Authority Office at 469 S. Fifth Street since March 1, 2004. It was presented at the Resident Advisory Board on April 5, 2004, for Section 8 tenants on April 14, 2004, and the Public Hearing was on April 8, 2004.**

### Streamlined Annual PHA Plan Agency Identification

**PHA Name:** Salina Housing Authority

**PHA Number:** KS038

**PHA Fiscal Year Beginning:** (mm/yyyy) 07/2004

**PHA Programs Administered :**

**Public Housing and Section 8**

Number of public housing units: 161  
Number of S8 units: 311

**Section 8 Only**

Number of S8 units:

**Public Housing Only**

Number of public housing 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: Ann Rollins  
TDD:

Phone: (785) 827-0441  
Email (if available): ann@shaks.org

**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)

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 2004**  
[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.

**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

**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.

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.)
- Will be described in the Development and Acquisition plan submitted to HUD for approval. This was a goal in the Five-Year Plan. The plan is not to repay debt, but to partially finance the project at completion.

### **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):

<b>HOPE VI Revitalization Grant Status</b>	
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:  
Waiting for response to revise ACC to increase one-bedroom subsidized units.  
Proposing 8 one-bedroom units to meet existing need of HA and community. Funding will be derived from Home Ownership Program Funds, Capital Fund Programs, City funds, and potential grants.

### **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?

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:  
Counseling and possibly more as program is developed.

- c. What actions will the PHA undertake to implement the program this year (list)?  
Implement marketing plan, FDIC MoneySmart, and coordinate with local agencies and businesses.

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 down payment 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):  
5(h) Public Housing Home Ownership Program established and 9 homes sold since 1991.

#### **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: (provide name here): State of Kansas
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):

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



## **6. 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.

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
X	<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
X	<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
X	<i>Certification by State or Local Official of PHA Plan Consistency with Consolidated Plan.</i>	5 Year and standard Annual Plans
X	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
X	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
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
X	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
	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
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the method for setting public housing flat rents. <input type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development. <input type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies (if included in plan, not	Annual Plan: Rent

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
	necessary as a supporting document) and written analysis of Section 8 payment standard policies. <input type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Determination
X	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
X	Results of latest Public Housing Assessment System (PHAS) Assessment (or other applicable assessment).	Annual Plan: Management and Operations
	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-Sufficiency
X	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
	Any policies governing any Section 8 special housing types <input type="checkbox"/> Check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures <input type="checkbox"/> Check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures. <input type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
X	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
	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
	Approved or submitted applications for demolition and/or disposition of public housing.	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans).	Annual Plan: Designation of Public Housing
	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
	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	Annual Plan: Voluntary Conversion of Public Housing
X	Approved or submitted public housing homeownership programs/plans.	Annual Plan: Homeownership
	Policies governing any Section 8 Homeownership program (Section _____ of the Section 8 Administrative Plan)	Annual Plan: Homeownership
X	Public Housing Community Service Policy/Programs <input type="checkbox"/> Check here if included in Public Housing A & O Policy	Annual Plan: Community Service & Self-Sufficiency
X	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
X	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
X	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G).	Annual Plan: Pet Policy

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
	<input type="checkbox"/> Check here if included in the public housing A & O Policy.	
X	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)
	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

**7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor**

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
Name: Salina Housing Authority		Grant Type and Number Capital Fund Program Grant No: KS16P038501-04 Replacement Housing Factor Grant No:			Federal FY of Grant: 2004
<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	19,000.00			
4	1410 Administration	30,000.00			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	21,000.00			
10	1460 Dwelling Structures	223,065.00			
11	1465.1 Dwelling Equipment—Nonexpendable	2,500.00			
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment	3,000.00			
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)	298,565.00			
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				

**7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor**

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
HA Name: Salina Housing Authority			Grant Type and Number Capital Fund Program Grant No: KS16P038501-04 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	Salaries	1408.01		19,000.00				
HA Wide	Administration salaries	1410.01		30,000.00				
HA Wide	Grounds	1450.01		10,000.00				
HA Wide	Sewers	1450.02		3,000.00				
HA Wide	Concrete	1450.03		8,000.00				
HA Wide	Roofs	1460.01		24,565.00				
HA Wide	Carpentry	1460.02		62,000.00				
HA Wide	Pests	1460.03		1,500.00				
HA Wide	Floors	1460.04		10,000.00				
HA Wide	Kitchens	1460.05		6,000.00				
HA Wide	Bathroom	1460.06		7,000.00				
HA Wide	HVAC/electrical	1460.07		12,000.00				
HA Wide	Foundations	1460.08		31,000.00				
HA Wide	Windows	1460.09		29,000.00				
HA Wide	Insulation	1460.10		18,500.00				
HA Wide	Exterior Paint	1460.11		1,000.00				
HA Wide	Siding	1460.12		8,000.00				
HA Wide	Gutters	1460.13		2,000.00				

**7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor**

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
HA Name: Salina Housing Authority			Grant Type and Number Capital Fund Program Grant No: KS16P038501-04 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	Doors	1460.14		4,000.00				
HA Wide	Plumbing	1460.15		4,000.00				
HA Wide	Transportation	1460.16		2,500.00				
HA Wide	Stoves & Refrigerators	1465.01		2,500.00				
HA Wide	Modernization equipment	1475.01		3,000.00				

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
Name: Salina Housing Authority		Grant Type and Number Capital Fund Program Grant No: KS16P038501-01 Replacement Housing Factor Grant No:		Federal FY of Grant: 2001	
<input 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 checked="" 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				

**7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor**

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
Name: Salina Housing Authority		Grant Type and Number Capital Fund Program Grant No: KS16P038501-01 Replacement Housing Factor Grant No:		Federal FY of Grant: 2001	
<input 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 checked="" type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
3	1408 Management Improvements		63,555.00	64,483.03	64,483.03
4	1410 Administration		31,282.00	31,409.68	31,409.68
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement		66,753.90	66,753.90	66,753.90
10	1460 Dwelling Structures		127,457.68	126,759.34	126,759.34
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment		28,858.42	28,501.05	28,501.05
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)		317,907.00	317,907.00	317,907.00
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				

**7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor**

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
Name: Salina Housing Authority		Grant Type and Number Capital Fund Program Grant No: KS16P038501-01 Replacement Housing Factor Grant No:		Federal FY of Grant: 2001	
<input 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 checked="" type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
HA Name: Salina Housing Authority			Grant Type and Number Capital Fund Program Grant No: KS16P038501-01 Replacement Housing Factor Grant No:			Federal FY of Grant: 2001		
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	Security Devices	1408				1,217.89	1,217.89	Complete
HA Wide	Access to Social Services	1408				3,786.70	3,786.70	Complete
HA Wide	Rent Collection	1408				13,296.90	13,296.90	Complete
HA Wide	Staff training	1408				20,023.06	20,023.06	Complete
HA Wide	Maintenance salaries	1408				19,258.79	19,258.79	Complete
HA Wide	Technology	1408				4,714.28	4,714.28	Complete
HA Wide	Communications	1408				2,185.41	2,185.41	Complete



**7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor**

<b>Annual Statement/Performance and Evaluation Report                      Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)                      Part II: Supporting Pages</b>								
HA Name: Salina Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: KS16P038501-01 Replacement Housing Factor Grant No:			Federal FY of Grant: 2001			
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	Administration salaries	1410				31,409.68	31,409.68	Complete
HA Wide	Grounds	1450				13,559.03	13,559.03	Complete
HA Wide	Concrete	1450				50,008.90	50,008.90	Complete
HA Wide	Sewers	1450				3,185.97	3,185.97	Complete
HA Wide	Foundations	1460				5,406.05	5,406.05	Complete
HA Wide	Exterior Paint	1460				5,514.16	5,514.16	Complete
HA Wide	Siding	1460				7,266.65	7,266.65	Complete
HA Wide	Floors	1460				10,400.70	10,400.70	Complete
HA Wide	Kitchens	1460				6,574.03	6,574.03	Complete
HA Wide	Bathroom	1460				6,963.04	6,963.04	Complete
HA Wide	HVAC/electrical	1460				17,532.78	17,532.78	Complete
HA Wide	Windows	1460				10,871.92	10,871.92	Complete
HA Wide	Gutters	1460				3,582.16	3,582.16	Complete
HA Wide	Doors	1460				6,762.77	6,762.77	Complete
HA Wide	Plumbing	1460				10,252.40	10,252.40	Complete
HA Wide	Pests	1460				2,874.34	2,874.34	Complete
HA Wide	Transportation	1460				4,867.36	4,867.36	Complete
HA Wide	Sheetrock	1460				8,381.93	8,381.93	Complete
HA Wide	Roofs	1460				5,122.26	5,122.26	Complete
HA Wide	Framing	1460				600.00	600.00	Complete
HA Wide	Insulation	1460				1,755.00	1,755.00	Complete
HA Wide	Finish work	1460				12,031.79	12,031.79	Complete

**7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor**

<b>Annual Statement/Performance and Evaluation Report                      Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)                      Part II: Supporting Pages</b>								
HA Name: Salina Housing Authority			<b>Grant Type and Number</b> Capital Fund Program Grant No: KS16P038501-01 Replacement Housing Factor Grant No:			Federal FY of Grant: 2001		
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	Stoves & Refrigerators	1475				11,010.42	11,010.42	Complete
HA Wide	Shelving	1475				688.00	688.00	Complete
HA Wide	Modernization equipment	1475				16,802.63	16,802.63	Complete



**7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor**

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
HA Name: Salina Housing Authority		Grant Type and Number Capital Fund Program Grant No: KS16P03850102 Replacement Housing Factor Grant No:			Federal FY of Grant: 2002
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/03 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements	63,581.00	28,710.15	28,710.15	28,710.15
4	1410 Administration	31,000.00	31,255.39	31,255.39	31,255.39
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	34,000.00	34,000.00	34,000.00	34,000.00
10	1460 Dwelling Structures	146,790.00	182,031.88	147,512.36	147,512.36
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures	1,000.00	373.58	0.00	0.00
13	1475 Nondwelling Equipment	26,200.00	26,200.00	26,200.00	26,200.00
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	302,571.00	302,571.00	267,677.90	267,677.90
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft				

**7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor**

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
HA Name: Salina Housing Authority		Grant Type and Number Capital Fund Program Grant No: KS16P03850102 Replacement Housing Factor Grant No:		Federal FY of Grant: 2002	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/03 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
	Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
HA Name: Salina Housing Authority		Grant Type and Number Capital Fund Program Grant No: KS16P03850102 Replacement Housing Factor Grant No:			Federal FY of Grant: 2002			
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	Maintenance Supervisor	1408.01		9,000.00	8,785.03	8,785.03	8,785.03	Complete
HA Wide	Rent Collection	1408.02		15,000.00	1,673.80	1,673.80	1,673.80	Complete
HA Wide	Training	1408.03		19,981.00	6,766.47	6,766.47	6,766.47	Complete
HA Wide	PR Campaign	1408.04		2,000.00	0.00	0.00	0.00	Complete
HA Wide	Family Self Sufficiency	1408.05		3,000.00	0.00	0.00	0.00	Complete

**7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor**

<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>								
HA Name: Salina Housing Authority			Grant Type and Number Capital Fund Program Grant No: KS16P03850102 Replacement Housing Factor Grant No:			Federal FY of Grant: 2002		
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	Modernization Staff	1408.06		10,000.00	10,185.62	10,185.62	10,185.62	Complete
HA Wide	Technology/Communication	1408.07		4,600.00	1,299.23	1,299.23	1,299.23	Complete
HA Wide	Non-Technical Salaries	1410.01		31,000.00	31,255.39	31,255.39	31,255.39	Complete
HA Wide	Grounds	1450.01		17,000.00	17,554.45	17,554.45	17,544.45	Complete
HA Wide	Sewers	1450.02		6,755.70	6,201.25	6,201.25	6,201.25	Complete
HA Wide	Concrete	1450.03		10,244.30	10,244.30	10,244.30	10,244.30	Complete
HA Wide	Roofs	1460.01		3,000.00	2,937.65	2,937.65	2,937.65	Complete
HA Wide	Insulation	1460.02		1,000.00	0.00	0.00	0.00	Complete
HA Wide	Carpentry	1460.03		53,000.00	77,548.23	43,028.71	43,028.71	
HA Wide	Pests	1460.04		5,400.00	3,506.08	3,506.08	3,506.08	Complete
HA Wide	Floors	1460.05		4,000.00	9,847.86	9,847.86	9,847.86	Complete
HA Wide	Kitchens	1460.06		2,500.00	7,288.77	7,288.77	7,288.77	Complete
HA Wide	Bathroom	1460.07		10,000.00	12,107.03	12,107.03	12,107.03	Complete
HA Wide	HVAC/Electrical	1460.08		4,464.00	10,396.69	10,396.69	10,396.69	Complete
HA Wide	Foundations	1460.09		2,000.00	64.35	64.35	64.35	Complete
HA Wide	Exterior Paint	1460.10		4,000.00	1,471.41	1,471.41	1,471.41	Complete
HA Wide	Siding	1460.11		10,000.00	8,286.27	8,286.27	8,286.27	Complete
HA Wide	Windows	1460.12		19,000.00	18,880.76	18,880.76	18,880.76	Complete
HA Wide	Gutters	1460.13		5,926.00	3,314.08	3,314.08	3,314.08	Complete
HA Wide	Doors	1460.14		6,500.00	7,349.91	7,349.91	7,349.91	Complete
HA Wide	Plumbing	1460.15		7,500.00	9,131.07	9,131.07	9,131.07	Complete
HA Wide	Transportation	1460.16		4,500.00	4,480.12	4,480.12	4,480.12	Complete
HA Wide	Communication/Technology	1460.17		2,000.00	3,421.60	3,421.60	3,421.60	Complete
HA Wide	Safety	1460.18		2,000.00	2,000.00	2,000.00	2,000.00	Complete

**7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor**

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
HA Name: Salina Housing Authority			Grant Type and Number Capital Fund Program Grant No: KS16P03850102 Replacement Housing Factor Grant No:			Federal FY of Grant: 2002		
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	Sheds	1470.01		1,000.00	373.58	0.00	0.00	
HA Wide	Stoves & Refrigerators	1475.01		5,000.00	9,876.34	9,876.34	9,876.34	Complete
HA Wide	Trash Trailer	1475.02		6,000.00	6,000.00	6,000.00	6,000.00	Complete
HA Wide	Modernization Equipment	1475.03		15,000.00	10,106.30	10,106.30	10,106.30	Complete
HA Wide	Technology	1475.05		200.00	217.36	217.36	217.36	Complete

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part III: Implementation Schedule								
HA Name:			Grant Type and Number Capital Fund Program No: Replacement Housing Factor No:			Federal FY of Grant:		
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		
			7/1/02			6/30/04		
						6/30/05		

**7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor**

<b>Annual Statement/Performance and Evaluation Report                      Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)                      Part III: Implementation Schedule</b>							
HA Name:			Grant Type and Number Capital Fund Program No: Replacement Housing Factor No:			Federal FY of Grant:	
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	



## 7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
HA Name: Salina Housing Authority		Grant Type and Number Capital Fund Program Grant No: KS16P03850103 Replacement Housing Factor Grant No:		Federal FY of Grant: 2003	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/03 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements	49,790.00	13,000.00	5,975.24	5,975.24
4	1410 Administration	24,895.00	35,000.00	17,133.48	17,133.48
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	34,000.00	34,000.00	8,146.49	8,146.49
10	1460 Dwelling Structures	119,265.00	141,950.00	58,764.49	56,673.99
11	1465.1 Dwelling Equipment—Nonexpendable	0.00	10,000.00	907.00	907.00
12	1470 Nondwelling Structures	2,000.00	2,000.00	0.00	0.00
13	1475 Nondwelling Equipment	19,000.00	13,000.00	8,490.64	8,490.64
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)	248,950.00	248,950.00	99,417.34	97,326.84
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				

**7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor**

<b>Annual Statement/Performance and Evaluation Report</b>						
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>						
HA Name: Salina Housing Authority		Grant Type and Number Capital Fund Program Grant No: KS16P03850103 Replacement Housing Factor Grant No:			Federal FY of Grant: 2003	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/03 <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost		
		Original	Revised	Obligated	Expended	
25	Amount of Line 21 Related to Security – Hard Costs					
26	Amount of line 21 Related to Energy Conservation Measures					

<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>								
HA Name: Salina Housing Authority			Grant Type and Number Capital Fund Program Grant No: KS16P03850103 Replacement Housing Factor Grant No:			Federal FY of Grant: 2003		
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	Maintenance Supervisor	1408.01		49,790.00	13,000.00	5,975.24	5,975.24	
HA Wide	Non-Technical Salaries	1410.01		24,895.00	35,000.00	17,133.48	17,133.48	
HA Wide	Grounds/Site Improvements	1450.01		15,000.00	20,000.00	6,729.87	6,729.87	
HA Wide	Sewers	1450.02		6,000.00	6,000.00	1,416.62	1,416.62	
HA Wide	Concrete	1450.03		13,000.00	8,000.00	0.00	0.00	
HA Wide	Roofs	1460.01		7,500.00	8,722.00	3,515.13	3,513.13	
HA Wide	Carpentry	1460.02		9,765.00	43,685.00	28,433.23	28,433.23	

**7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor**

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
HA Name: Salina Housing Authority			Grant Type and Number Capital Fund Program Grant No: KS16P03850103 Replacement Housing Factor Grant No:			Federal FY of Grant: 2003		
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	Pests	1460.03		3,500.00	1,500.00	50.00	50.00	
HA Wide	Floors	1460.04		10,000.00	10,000.00	8,414.23	6,323.73	
HA Wide	Kitchens	1460.05		9,000.00	9,000.00	611.71	611.71	
HA Wide	Bathroom	1460.06		10,000.00	10,000.00	659.65	659.65	
HA Wide	HVAC/Elec	1460.07		12,000.00	12,000.00	4,584.70	4,584.70	
HA Wide	Foundations	1460.08		2,000.00	11,000.00	8,250.00	8,250.00	
HA Wide	Exterior Paint	1460.09		3,000.00	1,000.00	0.00	0.00	
HA Wide	Siding	1460.10		8,000.00	3,000.00	0.00	0.00	
HA Wide	Windows	1460.11		10,000.00	12,543.00	485.72	485.72	
HA Wide	Gutters	1460.12		6,000.00	2,000.00	0.00	0.00	
HA Wide	Doors	1460.13		9,000.00	4,000.00	1,049.49	1,049.49	
HA Wide	Plumbing	1460.14		10,000.00	4,000.00	1,961.85	1,961.85	
HA Wide	Transportation	1460.15		6,000.00	6,000.00	697.99	697.99	
HA Wide	Communications/Technology	1460.16		2,500.00	1,000.00	18.45	18.45	
HA Wide	Safety	1460.17		1,000.00	2,500.00	32.34	32.34	
HA Wide	Stoves/Refrigerators	1465.01		0.00	10,000.00	907.00	907.00	
HA Wide	Sheds	1470.01		2,000.00	2,000.00	0.00	0.00	
HA Wide	Stoves/Refrigerators	1475.01		6,000.00	7,117.95	5,656.96	5,656.96	
HA Wide	Modernization Equipment	1475.03		13,000.00	5,882.05	2,833.68	2,833.68	

**7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor**

<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>								
HA Name: Salina Housing Authority			<b>Grant Type and Number</b> Capital Fund Program Grant No: KS16P03850103 Replacement Housing Factor Grant No:			Federal FY of Grant: 2003		
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	

**7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor**

<b>Annual Statement/Performance and Evaluation Report                      Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)                      Part III: Implementation Schedule</b>							
HA Name: Salina Housing Authority			<b>Grant Type and Number</b> Capital Fund Program No: KS16P03850103 Replacement Housing Factor No:			<b>Federal FY of Grant:</b> 2003	
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	
			9/16/05			9/16/07	

**7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor**

<b>Annual Statement/Performance and Evaluation Report</b>						
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>						
HA Name: Salina Housing Authority		Grant Type and Number Capital Fund Program Grant No: KS16P03850203 Replacement Housing Factor Grant No:			Federal FY of Grant: 2003	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 3)						
<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					
4	1410 Administration					
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs					
8	1440 Site Acquisition					
9	1450 Site Improvement					
10	1460 Dwelling Structures		49,615.00	0.00	0.00	
11	1465.1 Dwelling Equipment— Nonexpendable					
12	1470 Nondwelling Structures					
13	1475 Nondwelling Equipment					
14	1485 Demolition					
15	1490 Replacement Reserve					
16	1492 Moving to Work Demonstration					
17	1495.1 Relocation Costs					
18	1499 Development Activities					
19	1501 Collaterization or Debt Service					
20	1502 Contingency					
21	Amount of Annual Grant: (sum of lines 2 – 20)		49,615.00	0.00	0.00	
22	Amount of line 21 Related to LBP Activities					
23	Amount of line 21 Related to Section 504 compliance					

**7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor**

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
HA Name: Salina Housing Authority		Grant Type and Number Capital Fund Program Grant No: KS16P03850203 Replacement Housing Factor Grant No:		Federal FY of Grant: 2003	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 3)					
<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
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				





**7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor**

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
HA Name: Salina Housing Authority			Grant Type and Number Capital Fund Program Grant No: KS16P03850203 Replacement Housing Factor Grant No:			Federal FY of Grant: 2003		
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	

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part III: Implementation Schedule								
HA Name: Salina Housing Authority			Grant Type and Number Capital Fund Program No: KS16P03850203 Replacement Housing Factor No:			Federal FY of Grant: 2003		
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			2/12/06			2/12/08		

**7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor**

<b>Annual Statement/Performance and Evaluation Report                      Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)                      Part III: Implementation Schedule</b>							
HA Name: Salina Housing Authority		<b>Grant Type and Number</b> Capital Fund Program No: KS16P03850203 Replacement Housing Factor No:			<b>Federal FY of Grant: 2003</b>		
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	

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

Capital Fund Program Five-Year Action Plan					
Part I: Summary					
HA Name Salina 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 HA FY: 2006	Work Statement for Year 3 FFY Grant: 2006 HA FY: 2007	Work Statement for Year 4 FFY Grant: 2007 HA FY: 2008	Work Statement for Year 5 FFY Grant: 2008 HA FY: 2009
	Annual Statement				
1408 – HA Wide		20,000.00	21,000.00	22,000.00	23,000.00
1410 – HA Wide		30,000.00	30,000.00	30,000.00	30,000.00
1450 – HA Wide		21,000.00	18,000.00	18,000.00	18,000.00
1460 – HA Wide		218,065.00	220,065.00	219,065.00	218,065.00
1465 – HA Wide		2,000.00	2,000.00	2,000.00	2,000.00
1470 – HA Wide		1,500.00	1,500.00	1,500.00	1,500.00
1475 – HA Wide		6,000.00	6,000.00	6,000.00	6,000.00
CFP Funds Listed for 5-year planning		298,565.00	298,565.00	298,565.00	298,565.00
Replacement Housing Factor Funds					

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

<b>Capital Fund Program Five-Year Action Plan</b>						
<b>Part II: Supporting Pages—Work Activities</b>						
Activities for Year 1	Activities for Year: 2 FFY Grant: 2005 HA FY: 2006			Activities for Year: 3 FFY Grant: 2006 HA FY: 2007		
	<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>	<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>
See	HA Wide	1408.01 Salaries	20,000.00	HA Wide	1408.01 Salaries	21,000.00
Annual	HA Wide	1410.01 Salaries	30,000.00	HA Wide	1410.01 Salaries	30,000.00
Statement	HA Wide	1450.01 Grounds	10,000.00	HA Wide	1450.01 Grounds	10,000.00
	HA Wide	1450.02 Sewers	3,000.00	HA Wide	1450.02 Sewers	3,000.00
	HA Wide	1450.03 Concrete	8,000.00	HA Wide	1450.03 Concrete	5,000.00
	HA Wide	1460.01 Roofs	39,000.00	HA Wide	1460.01 Roofs	9,000.00
	HA Wide	1460.02 Carpentry	55,000.00	HA Wide	1460.02 Carpentry	55,000.00
	HA Wide	1460.03 Pests	1,500.00	HA Wide	1460.03 Pests	1,500.00
	HA Wide	1460.04 Floors	79,065.00	HA Wide	1460.04 Floors	13,000.00
	HA Wide	1460.05 Kitchens	3,000.00	HA Wide	1460.05 Kitchens	13,565.00
	HA Wide	1460.06 Bathrooms	3,000.00	HA Wide	1460.06 Bathrooms	5,000.00
	HA Wide	1460.07 HVAC/Elec	12,000.00	HA Wide	1460.07 HVAC/Elec	12,000.00
	HA Wide	1460.08 Foundations	1,500.00	HA Wide	1460.08 Foundations	91,000.00
	HA Wide	1460.09 Ext. Paint	1,000.00	HA Wide	1460.09 Ext. Paint	1,000.00
	HA Wide	1460.10 Siding	6,000.00	HA Wide	1460.10 Siding	3,000.00
	HA Wide	1460.11 Windows	2,500.00	HA Wide	1460.11 Windows	2,500.00
	HA Wide	1460.12 Gutters	2,000.00	HA Wide	1460.12 Gutters	1,000.00
	HA Wide	1460.13 Doors	1,000.00	HA Wide	1460.13 Doors	1,000.00
	HA Wide	1460.14 Plumbing	8,000.00	HA Wide	1460.14 Plumbing	8,000.00
	HA Wide	1460.15 Transport.	2,500.00	HA Wide	1460.15 Transport.	2,500.00
	HA Wide	1460.16 Safety	1,000.00	HA Wide	1460.16 Safety	1,000.00
	HA Wide	1465.01 Stoves & Ref.	2,000.00	HA Wide	1465.01 Stoves & Ref.	2,000.00
	HA Wide	1470.01 Sheds	1,500.00	HA Wide	1470.01 Sheds	1,500.00
	HA Wide	1475.01 Mod. Equip.	6,000.00	HA Wide	1475.01 Mod. Equip.	6,000.00
Total CFP Estimated Cost			\$298,565.00			\$298,565.00

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

<b>Capital Fund Program Five-Year Action Plan</b>					
<b>Part II: Supporting Pages—Work Activities</b>					
Activities for Year: 4 FFY Grant: 2007 HA FY: 2008			Activities for Year: 5 FFY Grant: 2008 HA FY: 2009		
<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>	<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>
HA Wide	1408.01 Salaries	22,000.00	HA Wide	1408.01 Salaries	23,000.00
HA Wide	1410.01 Salaries	30,000.00	HA Wide	1410.01 Salaries	30,000.00
HA Wide	1450.01 Grounds	10,000.00	HA Wide	1450.01 Grounds	10,000.00
HA Wide	1450.02 Sewers	3,000.00	HA Wide	1450.02 Sewers	3,000.00
HA Wide	1450.03 Concrete	5,000.00	HA Wide	1450.03 Concrete	5,000.00
HA Wide	1460.01 Roofs	9,000.00	HA Wide	1460.01 Roofs	9,000.00
HA Wide	1460.02 Carpentry	55,000.00	HA Wide	1460.02 Carpentry	55,000.00
HA Wide	1460.03 Pests	1,500.00	HA Wide	1460.03 Pests	1,500.00
HA Wide	1460.04 Floors	3,000.00	HA Wide	1460.04 Floors	2,000.00
HA Wide	1460.05 Kitchens	45,000.00	HA Wide	1460.05 Kitchens	1,500.00
HA Wide	1460.06 Bathroom	46,000.00	HA Wide	1460.06 Bathroom	1,500.00
HA Wide	1460.07 HVAC/Elec	12,000.00	HA Wide	1460.07 HVAC/Elec	12,000.00
HA Wide	1460.08 Foundations	29,065.00	HA Wide	1460.08 Foundations	29,065.00
HA Wide	1460.09 Ext. Paint	1,000.00	HA Wide	1460.09 Ext. Paint	1,000.00
HA Wide	1460.10 Siding	3,000.00	HA Wide	1460.10 Siding	91,000.00
HA Wide	1460.11 Windows	1,000.00	HA Wide	1460.11 Windows	1,000.00
HA Wide	1460.12 Gutters	1,000.00	HA Wide	1460.12 Gutters	1,000.00
HA Wide	1460.13 Doors	1,000.00	HA Wide	1460.13 Doors	1,000.00
HA Wide	1460.14 Plumbing	8,000.00	HA Wide	1460.14 Plumbing	8,000.00
HA Wide	1460.15 Transport.	2,500.00	HA Wide	1460.15 Transport.	2,500.00
HA Wide	1460.16 Safety	1,000.00	HA Wide	1460.16 Safety	1,000.00
HA Wide	1465.01 Stoves & Ref.	2,000.00	HA Wide	1465.01 Stoves & Ref.	2,000.00
HA Wide	1470.01 Sheds	1,500.00	HA Wide	1470.01 Sheds	1,500.00
HA Wide	1475.01 Mod. Equip.	6,000.00	HA Wide	1475.01 Mod. Equip.	6,000.00
Total CFP Estimated Cost		\$298,565.00			\$298,565.00

## Attachment A

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## SECTION I. INTRODUCTION:

1. **Mission Statement:** -

The Salina Housing Authority is dedicated to providing and advocating affordable, safe, living environments and opportunities to become self-sufficient for persons of very low to moderate income.

**In order to achieve this mission, we will:**

- Recognize residents as our ultimate customer.
- Improve Housing Authority (HA) management and service delivery efforts through effective and efficient management of HA staff.
- Seek problem-solving partnerships with residents, community, and government leadership.
- Apply HA resources, to the effective and efficient management and operation of public housing programs, taking into account changes in Federal funding.

2. **Purpose of Policy-** - The purpose of this policy (**Admissions and Continued Occupancy Policy**) is to establish guidelines to determine eligibility for admission to and continued occupancy of Public Housing. The basic guidelines for this policy are governed by requirements of The Department of Housing and Urban Development (HUD), with latitude for local policies and procedures. The Policies and Procedures governing Admissions and Continued Occupancy are outlined in this policy and these requirements are binding upon applicants, residents and this Housing Authority (HA) alike. Notwithstanding the above, changes in applicable federal law or regulations shall supersede provisions in conflict with this policy.

**Federal Regulations shall mean those found in 24 Code of Federal Regulations (CFR) Part 900**

3. **Primary Responsibilities of the HA:**

- A. Informing eligible families of the availability of public housing assistance;
- B. Determining and posting annually the utility allowances;
- C. Receiving applications from families and determining their eligibility for assistance;
- D. Inspecting Public Housing units to determine that they meet or exceed Public Housing Assessment System guidelines;
- E. Approving leases;
- F. Collecting rent on a monthly basis from residents;
- G. Annual re-examinations of income, family composition and re-determination of rent;
- H. Authorizing and processing evictions; and,
- I. Ongoing maintenance and modernization of the Public Housing inventory.

- J. Monitor continued eligibility through verifications of lease compliance including low rent enforcement.
4. Objectives: - The objectives of this policy are to:
- A. Promote the overall goal of drug free, decent, safe and sanitary housing by:
- (1) Ensuring a social and economic mix of residents within each public housing neighborhood in order to foster social stability and upward mobility.
  - (2) Ensuring the fiscal stability of the HA.
  - (3) Lawfully denying admission or continued occupancy to applicants or residents whose presence in a public housing neighborhood are likely to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood or create a danger to HA employees.
  - (4) Ensuring that Elderly/Disabled families can live in public housing as long as they are able to live independently and/or have someone to help them live independently as in the case of a live-in aid.
- B. Facilitate the efficient management of the HA and compliance with Federal Regulations by establishing policies for the efficient and effective management of the HA inventory and staff.
- C. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964, and all other applicable Federal laws and regulations to ensure that admission to and continued occupancy in public housing are conducted without regard to race, color, religion, creed, sex, national origin, handicap, or familial status.
5. Outreach - As much information as possible about Public Housing may be disseminated through local media (newspaper, radio, television, etc.). For those who call the HA Office, the Executive Director may be available to convey essential information.
- The HA may hold meetings with local social community agencies and participate in a community collaborative.
  - The HA may sponsor "Open House" programs within the public housing community to attract potential residents to view a public housing unit.
  - The HA may make known to the public, through publications in a newspaper of general circulation as well as through minority media and other suitable means, the availability and nature of housing assistance for lower-income families. The notice shall inform such families where they may apply for Public Housing. The HA shall take affirmative actions to provide opportunities to participate in the program to persons who, because of such factors as race, ethnicity, sex of household head, age, or source of income are less likely to apply for Public Housing.

## **SECTION II. FAIR HOUSING POLICY**



It is the policy of the HA to comply fully with all Federal, State, and local nondiscrimination laws and in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment and with the Americans with Disabilities Act.

Specifically, the HA shall not on account of race, color, sex, religion, creed, national or ethnic origin, familial status, disability or handicap, deny any family or individual the opportunity to apply for or receive assistance under HUD's Public Housing Programs, within the requirements and regulations of HUD and other regulatory authorities.

To further its commitment to full compliance with applicable Civil Rights laws, the HA will provide access to information to public housing residents regarding "discrimination". Also, this subject will be discussed during the briefing session and any complaints will be documented and made part of the applicant's/residents file.

### **SECTION III. PRIVACY RIGHTS**

Applicants will be required to sign the Federal Privacy Act Statement, which states under what conditions the HA will release tenant information.

Requests for information by other parties must be accompanied by a signed release request in order for the HA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law or regulations. (Reference HUD Form 9886)

### **SECTION IV. DEFINITION OF TERMS**

Definitions are amended from time to time and are contained in Section 24 CFR, which are incorporated by reference as if fully set out herein. Copies of this regulation are available in the HA Office.

1. 30% MEDIAN INCOME FAMILY – A family whose annual income is thirty (30%) percent or less than the area median income as defined by HUD.
2. ADJUSTED FAMILY INCOME - Adjusted Family Income is the income on which total tenant payment is to be based and means the Total Annual Income less the following allowances:
  - A. A deduction of \$480.00 for each member of the family (other than head of household or spouse) who is:
    - Seventeen (17) years of age or younger or,
    - Eighteen (18) years of age or older and a verified full-time student and/or is disabled or handicapped according to this Section.
  - B. A deduction of \$400.00 for Elderly Family head, spouse or sole member is sixty-two (62) years of age or older and/or is handicapped or disabled according to this Section.
  - C. A deduction for any elderly family:
    - (1) That has no Handicapped Assistance Expense, an allowance for medical expenses equal to the amount by which the medical expense shall exceed three (3%) percent of Total Annual Family Income.
    - (2) That has Handicapped Assistance Expenses greater than or equal to three (3%) percent of Total Annual Family Income, an Allowance for

Handicapped Assistance computed in accordance with paragraph E of this Section, plus an allowance for medical expenses that is equal to the Family's medical expenses.

- (3) That has Handicapped Assistance Expenses that are less than three (3%) percent of Total Annual Family Income, an allowance for combined Handicapped Assistance expense and medical expense that is equal to the amount by which the sum of these expenses exceeds three (3%) percent of Total Annual Family Income. Expenses used to compute the deduction cannot be compensated for nor covered by insurance.
- D. A deduction for any family that is not an elderly family but has a handicapped or disabled member other than the head of household or spouse. Handicapped Assistance Expense in excess of three (3%) percent will be deducted of Total Annual Family Income, but this allowance may not exceed the employment received by family members who are eighteen (18) years of age or older as a result of the Assistance to the Handicapped or Disabled person.
- E. Child Care Expenses: Amounts anticipated to be paid by the Family for the care of children under thirteen (13) years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to **actively seek employment**, be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare, and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. The reasonable amount of charges is determined by the HA, by conducting surveys of local child care providers. The results are posted in the HA office(s).

**Note:**

**In the event that both parents are working, the HA will make allowable determinations due to circumstances on a case by case basis.**

**Note:**

**If the Total Annual Income less the above allowances result in a rent that is less than the established minimum rent, the resident rent will be set at the HA established minimum rent.**

3. ADULT - An adult is a person who has reached his/her eighteenth (18<sup>th</sup>) birthday or sixteen (16) years of age and married or has been married, or who has been relieved of the disability of non-age by the juvenile court (Emancipated Minor). Only persons who are adults shall be eligible to enter into a lease agreement for occupancy.
4. BAN & BAR – The method of prohibiting persons from entering ALL HA property for committing or threatening to commit actions as defined in the Ban & Bar Policy.
5. CEILING RENT - The method of establishing the reasonable market rental value of units, calculated in accordance with HUD regulations.
6. CHILD - A member of the family, other than the family head or spouse, who is under eighteen (18) years of age.

7. CHILD CARE EXPENSES - Child Care Expenses are amounts anticipated to be paid by the family for the care of children under thirteen (13) years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed or to further his/her education and only to the extent such amounts are not reimbursed. In the case of childcare necessary to permit employment, the amount deducted must be verified and reflect reasonable charges and shall not exceed the amount of income received from such employment. The HA will not normally determine child care expenses as necessary when the household contains an unemployed parent who is physically capable of caring for the children. An example of an exception may be an unemployed parent that is not capable of caring for a child because of some type of disability and/or handicap. The head of household must document the disability/handicap that prevents the adult from providing childcare.

**Note:**

**In the event that both parents are working, the HA will make allowable determinations due to circumstances on a case by case basis.**

8. CHILD CUSTODY - An applicant/occupant family who does not have full custody of a child/children may only claim a child as a dependent by the following:
  - A. The applicant/occupant must have primary custody of the child, which is defined as one-hundred eighty-three (183) days per year, which do not have to run consecutively.
  - B. The applicant/occupant must provide sufficient evidence that if the applicant were admitted to public housing the child would reside with the applicant. The same child cannot be claimed by more than one applicant.
9. CITIZEN - A citizen or national of the United States.
10. DEPENDENT - A member of the family (except foster children **and foster adults**), other than the family head or spouse, who is under eighteen (18) years of age, or is a person with a disability, or is a full-time student. An unborn child shall not be considered a dependent.
11. DISABLED PERSON - (See Handicapped Person)
12. DISPLACEMENT DUE TO DOMESTIC VIOLENCE OR REPRISALS OF HATE CRIMES - An applicant family who has vacated, or is currently residing and needs to vacate a unit due to exposure to Domestic Violence or Reprisals of Hate Crimes. These preferences will be granted by the Executive Director, or his or her designee and will require documentation from assisting agencies or police departments.

**NOTE:**

**At NO TIME will the perpetrator of such acts be allowed to live with the assisted resident.**

13. ELDERLY FAMILY - A family whose head or spouse or whose sole member is at least sixty-two (62) years of age; sixty-two (62) years of age and disabled or handicapped; and may include two or more elderly, elderly and disabled or handicapped persons living

together; or one or more such persons living with another person who is determined to be essential to his or her care and well being.

14. ELDERLY PERSON - A person who is at least sixty-two (62) years of age.
15. EVIDENCE OF CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS - The documents that must be submitted to evidence citizenship or eligible immigration status.
16. FAMILIAL STATUS - A single pregnant woman and individuals in the process of obtaining custody of any individual who has not attained the age of eighteen (18) years are processed for occupancy the same as single persons (Reference Federal Register published February 13, 1996, pages 5,662 and 5,663). In Section 11 "Reinventing Parts 812 and 912 of the Federal Register states:

"The April 10, 1992, proposed revisions to parts 812 and 912, which concern section 5(b) of the Fair Housing Amendments Act of 1988 (FHAA) and the treatment of single, pregnant women obtaining custody, are not included in this final rule. The statutory prohibition against housing discrimination towards such persons is sufficiently clear and enforceable. Since the percentage limit for occupancy by single persons (which could have been used to mask instances of discrimination against persons in these protected classes) has been eliminated, it is no longer necessary to distinguish persons in the FHAA-protected classes from other single persons."

Therefore, a single pregnant woman and individuals in the process of obtaining custody of any individual who has not attained the age of eighteen (18) years are processed for occupancy the same as single persons and only entitled subsidy for a zero or one-bedroom family unit size.

17. FAMILY - The term "family" as used in this policy means:
  - A. Two (2) or more persons related by blood, marriage, or by operation of law. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall be considered in determining family composition and family size); who live regularly together as a single household in the dwelling unit. By definition, a family must contain a competent adult of at least eighteen (18) years of age or sixteen (16) years of age and married or has been married to enter into a contract and capable of functioning as the head of the household. If an individual is eighteen (18) and qualifies under the definition of family by being married, the head of household and the spouse must be party to the lease.
  - B. An elderly family;
  - C. A near-elderly family;
  - D. A family with a member who has disabilities;
  - E. A displaced family;
  - F. The remaining adult member of a resident family; and
  - G. A single adult person who is NOT elderly, displaced, or with disabilities.

- H. In accordance with 982.201(3) the HA shall determine if any other groups of persons qualify as a family.

**Note:**

**Housing assistance limitation for single persons: Any single person, (including elderly, displaced person, a person with disabilities, or the remaining adult member of a resident family) may NOT be provided a housing unit with two or more bedrooms.**

18. FLAT RENT - The method of establishing the reasonable market rental value of units, calculated in accordance with HUD regulations.
19. FOSTER CHILDREN - With the prior written consent of the HA, a foster child may reside on the premises. The factors considered by the HA in determining whether or not consent is granted may include:
- A. Whether the addition of a new occupant may require a transfer of the family to another unit, and whether such units are available.
  - B. The HA's obligation to make reasonable accommodation for handicapped persons.
20. FRAUD – A single act or pattern of actions that:
- A. Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead; and
  - B. Results in payment and/or benefits that would not have otherwise been received.
21. FULL-TIME STUDENT - A member of a family (other than the head of household or spouse) who is carrying a subject load which is considered full-time under the standards and practices of the educational institution attended. An educational institution includes a vocational school with diploma or certificate program, as well as an institution offering a college degree. Verification will be supplied by the attended educational institution.
22. HANDICAPPED ASSISTANCE EXPENSE - Reasonable expenses that are anticipated, during the period for which Total Annual Family Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled family member and that are necessary to enable a family member (including the Handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.
23. HANDICAPPED PERSON AND/OR DISABLED PERSON - A person having a physical or mental impairment which:
- A. Is expected to be of long-continued and indefinite duration,
  - B. Substantially impedes his/her ability to live independently, and
  - C. Is of such a nature that such disability could be improved by more suitable housing conditions.

**NOTE:**

**All three conditions must be met to qualify as handicapped.**

A person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 USC 6001(7)). or is handicapped as defined below:

D. Section 223 of the Social Security Act defines disability as:

- (1) "Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months; or
- (2) in the case of any individual who has attained the age of fifty-five (55) and is blind (within the meaning of "blindness" as defined in Section 416(I) of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

E. Section 102(5) of the Development Disabilities Services and Facilities Construction Amendments of 1970 defines disability as:

"A disability attributable to mental retardation, cerebral palsy, epilepsy or another neurological condition of an individual found by the Secretary (of Health and Human Resources) to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age eighteen (18), which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to such individual."

F. No individual shall be considered to be a person with a disability for purposes of eligibility for low income housing solely on the basis of any drug or alcohol dependency.

24. HAZARDOUS DUTY PAY - Pay to a family member in the Armed Forces away from home and exposed to hostile fire.

25. HEAD OF HOUSEHOLD - The adult member of a household who assumes legal and moral responsibility for the household and is listed on the application for assistance as head for the purposes of determining income eligibility and rent.

26. INCOME EXCLUSIONS - Annual Income does not include such temporary, nonrecurring, or sporadic income as the following:

- income from employment of children (including foster children) under eighteen (18) years of age;
- payments received for the care of foster children or foster adults; lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses (except as provided above);
- amounts received by the family that are specifically for, or in reimbursement

- of, the cost of medical expenses for any family member;
- income of a live-in aide (as defined in 24 CFR 5.403);
  - the full amount of student financial assistance paid directly to the student or to the educational institution;
  - the special pay to a family member serving in the Armed Services who is exposed to hostile fire;
  - amounts received under training programs funded by HUD;
  - amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - amounts received by a participant in other publicly assisted programs which are publicly assisted programs, which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
  - amounts received under a resident service stipend (not to exceed \$200 a month) received by a resident for performing a service for the HA or owner, on a part-time basis, that enhances the quality of life in the development;
  - 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.
  - temporary, nonrecurring, or sporadic income, including gifts
  - 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;
  - earnings in excess of \$480 for each full-time student eighteen (18) years or older (excluding head of household or spouse)
  - adoption assistance payments in excess of \$480 per adopted child
  - deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts
  - 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.

- amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. (see below)

**The following is a list of benefits excluded by other Federal Statute as of April 20, 2001 (Federal Register Vol. 66, No. 77):**

- The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b));
- Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044 (g), 5088);

*Examples of programs under this Act include, but are not limited to:*

- the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
- National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Programs and Special Volunteer Programs;
- Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
- Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626 (c));
- 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);
- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624 (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);
- Income derived from the disposition of funds in the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04);
- The first \$2,000 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 \$2,000 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);



- Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087 uu);

*Examples of Title IV programs include, but are not limited to:*

- Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.
- Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 (f)).

*Examples of programs under this act include, but are not limited to:*

- Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.
- Payments received 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.));
- Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- 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);
- 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
- Allowances earnings and payments to individuals participating in programs under the Workforce Investment Act (WIA) of 1998 (29 U.S.C. 2931).

27. INFANT - A child under the age of two (2) years.

28. INTERIM REDETERMINATION OF RENT - Changes of rent between admissions and annual reexaminations and the next succeeding reexamination.
29. INS - The U. S. Immigration and Naturalization Service.
30. LIVE-IN AIDE - A person who resides with an Elderly, Disabled, or Handicapped person or persons and who:
  - A. Is determined by the HA to be essential to the care and well being of the person(s).
  - B. Is not obligated for support of the person(s).
  - C. Would not be living in the unit except to provide supportive services. The income of a Live-in-aide that meets these requirements is not included as income to the resident family.

**A Live-in Aide must be approved, in advance, by the HA and meet eligibility requirements for public housing occupancy.**

31. LOWER INCOME FAMILY - A family whose Annual Income does not exceed eighty (80%) percent of the median income for the area, as determined by HUD.
32. MEDICAL EXPENSE - Those necessary 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. Medical expenses, in excess of three (3%) percent of Annual Income, are deductible from income by an elderly family or a family including a handicapped or disabled member.
33. MILITARY SERVICE - Military Service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and, since July 29, 1945, the commissioned corps of the United States Public Health Service.
34. MINIMUM RENT - Families assisted under the Public Housing program pay a monthly "minimum rent" of not more than \$50.00 per month. The HA has the discretion to establish the "minimum rent" from \$0 up to \$50.00. The minimum rent established by this HA is \$50.
35. MINOR - A "minor" is a person under eighteen (18) years of age. Provided, that a married person, or person who has been married sixteen (16) years of age or older shall be considered to be of the age of majority. (An unborn child may not be counted as a minor.)
36. MIXED FAMILY - A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.
37. MONTHLY ADJUSTED INCOME - One-twelfth of Adjusted Annual Income.
38. MONTHLY INCOME - One twelfth of Annual Income. For purpose of determining priorities based on an applicant's rent as a percentage of family income, family income is the same as monthly income.
39. NEAR ELDERLY - A family whose head or spouse or "sole member" is at least (50) years of age, but below the age of sixty-two (62).
40. NET FAMILY ASSETS - Net Family Assets means the net cash value after deducting reasonable costs that would be incurred in disposing of real property, checking and

savings accounts, stocks, bonds, cash on hand, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.) In determining Net Family Assets, this HA shall include the value of any business or family assets disposed of by an applicant or resident for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two (2) 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 resident receives important consideration not measurable in dollar terms.

41. NONCITIZEN - A person who is neither a citizen nor national of the United States.
42. PUBLIC HOUSING AGENCY (PHA) - Any State, County, Municipality or other government entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development of operation of housing for lower income families.
43. RECERTIFICATION - Recertification is sometimes called reexamination. The process of securing documentation that indicates that residents meet the eligibility requirements for continued occupancy.
44. RE-EXAMINATION DATE - The date on which any rent change is effective or would be effective if required as a result of the annual re-examination of eligibility and rent.
45. REMAINING MEMBER OF THE RESIDENT FAMILY - The person(s) of legal age remaining in the public housing unit after the person(s) who signed the lease has (have) left the premises, other than by eviction, who may or may not normally qualify for assistance on their own circumstances. An individual must occupy the public housing unit to which he claims head of household status for one (1) year before becoming eligible for subsidized housing as a remaining family member. This person must complete forms necessary for housing within ten (10) days from the departure of the leaseholder and may remain in the unit for a reasonable time pending the verification and grievance process. This person must, upon satisfactory completion of the verification process, then execute a new lease and cure any monetary obligations in order to remain in the unit.

Any person who claims him or herself as a remaining member shall, in the event that the HA declares him or her ineligible for remaining member status, be entitled to the grievance process upon notification that he or she is not considered to be a remaining member of the household. A grievance must be requested in accordance with the HA's Grievance Procedure. The HA does not recognize the person as a resident by giving him or her opportunity for a grievance hearing. A remaining member shall not be considered to be a resident until such time as a new lease is executed by the HA and the person granted resident status after the verification process.

46. SINGLE PERSON - A person who lives alone, or intends to live alone and who does not qualify as an elderly family, or a displaced person, or as the remaining member of a Resident family.
47. SPOUSE - A spouse is the legal husband or wife of the head of the household.
48. TEMPORARILY ABSENT FAMILY MEMBERS - Any person(s) on the lease that is not living in the household for a period of more than thirty (30) days but less than ninety (90) days is considered temporarily absent.
49. TENANT: The terms “tenant” and “resident” as used in this document are interchangeable.
50. TENANT RENT - Tenant Rent equals Total Tenant Payment or minimum rent less the utility allowance. Telephone and cable television service is not a utility.
51. TOTAL ANNUAL FAMILY INCOME - Total Annual Family Income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, for the 12-month period following the effective date of initial determination or re-examination of income, exclusive of certain other types of income specified in this policy.

**Annual income means all amounts, monetary or not, which:**

- Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
- Are anticipated to be received from a source outside the family during the twelve (12) month period following admission or annual reexamination effective date; and
- Which are not specifically excluded; and
- Annual income also means amounts derived (during the twelve (12) month period) from assets to which any member of the family has access.

**Annual Income includes, but is not limited to:**

- gross amount of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for services;
- the net income derived from the operation of a business or profession (see regulation for items not to include);
- all net income derived from assets; (Where there are net family assets in excess of \$5,000, include the greater of the actual income derived or a percentage (currently 2.0) of the value of such assets.);
- 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;
- payments in lieu of earnings, such as unemployment and disability compensation, worker’s compensation, and severance pay;

- periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from person not residing in the dwelling;
- all regular pay, special pay, and allowances for a member of the Armed Forces;
- welfare assistance (if shelter and utilities are specifically designated)

**Note:**

**If it is not feasible to anticipate a level of income over a twelve (12) month period, the income anticipated for a shorter period may be annualized, subject to a re-determination at the end of the shorter period.**

Residents that receive lump-sum payments that are included as income and fall in the categories listed above, (*Excluding Lump Sum Supplemental Security Income (SSI) and Lump Sum Social Security Benefits (SS)*), must report the income to the HA by the 25<sup>th</sup> of the month in which it occurs.

Unreported Income: If a resident fails to report income, the resident may be found guilty of fraud. If the act is determined by the HA to be intentional, the resident will be obligated to pay the applicable portion of the rent for any and all unreported income and may be grounds for termination. If the unreported income was unintentional by the resident the resident will be billed for the amount due the HA. If the payment cannot be made in one payment, the resident may request the HA to approve a repayment schedule. Any repayment Agreement must be in writing and signed by the Resident and a HA representative.

52. TOTAL TENANT PAYMENT (TTP): The TTP for families participating in the Public Housing program must be at least fifty (\$50) dollars which is the minimum rent established by the HA.

A. For the Public Housing Program, the TTP must be the greater of:

- (1) Thirty (30%) percent of family monthly adjusted income;
- (2) Ten (10%) percent of family monthly income;
- (3) \$50, which is the minimum rent set by the HA, or

**Note:**

**Ceiling rents apply to Income based rent calculations.**

B. The Flat Rent. The resident may elect the Flat Rent in lieu of the rent calculated in paragraph "A" above.

It is possible for Public Housing residents to qualify for a utility reimbursement despite the requirement of a minimum rent

53. UTILITIES - Utilities include water, electricity, gas, garbage, and sewage services.

54. UTILITY ALLOWANCE - The cost of utilities is not included in the Tenant rent, but is the responsibility of the family occupying the unit. The utility allowance is an amount equal to the estimate made or approved by the HA 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.

55. UTILITY REIMBURSEMENT PAYMENT - Utility Reimbursement Payment is the amount, if any, by which the Utility Allowance for the unit exceeds the Total Tenant Payment for the family occupying the unit.
56. VERY LOW-INCOME FAMILY - A lower Income Family means a family whose annual income does not exceed fifty (50%) percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than fifty (50%) percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.
57. WAGE EARNER - A wage earner is a person in a gainful activity that receives any wage. Said wages or pay covers all types of employee compensation including salaries, vacation allowances, tips, bonuses, commissions and unemployment compensation. The terms "Wage Earner" and "Worker" are used interchangeably.

## **SECTION V. APPLYING FOR ADMISSION**

1. How to Apply - Families wishing to apply for Public Housing shall complete an application for public housing assistance in person.

Applications will be accepted at the following location during posted times: 469 S. 5<sup>th</sup> Street, Salina, Kansas.

Applications are taken to compile a waiting list. Due to the demand for housing in the HA's jurisdiction, the HA may take applications on an "open enrollment" basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the information will be verified by the HA.

Date and time of application is valid after verification, completion and acceptance of the application.

Individuals who have a physical impairment which would prevent them from completing an application in person may call the HA to make special arrangements to complete their application.

Individuals living out of town may request that an application be mailed to them. The returned application is date and time stamped upon receipt.

2. Closing of Application Acceptance:

The HA may suspend the acceptance of applications if the waiting list is such that additional applicants would not be able to occupy a public housing unit within the next twelve (12) month period. Application acceptance may be suspended by bedroom size, if applicable.

3. Opening of Application Acceptance: The waiting list may be opened by bedroom size based on occupancy and existing waiting list. When opening the waiting list the HA will utilize the following procedures:
  - The HA will make known to the public through publication in a newspaper of general circulation, minority media, and other suitable means the availability and nature of housing assistance for eligible families.
  - The HA will publish the date and times applications will be accepted and the location where applications can be completed.
  - If the HA anticipates suspending the taking of applications after a period of time, the date of acceptance and closing of applications must be published.

**NOTE:**

**To reach persons who cannot read the newspapers, the HA may distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.**

4. Application Period (Dates): - The application acceptance/closing date may be determined administratively at the same time that the HA determines to open enrollment. The open enrollment period shall be long enough to allow enough applicants as required by the projected turnover and the number of public housing vacancies.

#### **SECTION VI. MISSED APPOINTMENTS**

An applicant or resident who fails to keep an appointment without notifying the HA and without re-scheduling the appointment shall be sent a notice of termination of the process for failure to supply such certification, release of information or documentation as the HA or HUD determines to be necessary (or failure to allow the HA to inspect the dwelling unit at reasonable times and after reasonable notice, if applicable) in the following situations:

- Bringing in Verification Information
- Briefing prior to Occupancy
- Inspections
- Recertification
- Other Appointments or Requirements to Bring in Documentation as listed in this plan

Process When Appointment(s) are Missed: - For some of the functions above, the family may be given two appointments.

If the family does not appear or call to reschedule the appointment(s) required, the HA may begin termination procedures. The applicant or resident will be given an opportunity for an informal meeting or hearing, as appropriate pursuant to the grievance process.

Letters Mailed to Applicants by the HA: - If an applicant claims they did not receive a letter mailed by the HA, the HA will determine whether the letter was returned to the HA. If the letter was not returned to the HA, the applicant will be assumed to have received the letter.

If the letter was returned to the HA and the applicant can provide evidence that they were living at the address to which the letter was sent, the applicant will be reinstated with the date and time of the application in effect at the time the letter was sent.

Applicants must notify the HA, in writing, if their address changes during the application process. Any applicant whose mail is returned will have their name removed from the waiting list.

## **SECTION VII. MISREPRESENTATION BY THE APPLICANT OR RESIDENT (FRAUD)**

### **A. Misrepresentation and Fraud**

1. If an applicant or resident is found to have made willful misrepresentations at any time, the applicant will be declared ineligible and the lease and/or application will be terminated. The applicant/tenant will not be eligible to reapply for housing assistance for one (1) year from the date of termination.
2. If such misrepresentation results in the resident receiving benefits that they would not have otherwise received, it is considered Fraud. The resident shall be required to pay the difference between the actual payments and the amount which should have been paid. If the resident fails to repay the amount owed, the tenancy shall be terminated. If Fraud was committed; the resident will not be eligible to reapply for housing assistance for five (5) years. In justifiable instances, the HA may take such other actions as it deems appropriate, including referring the resident to the proper authorities for possible criminal prosecution.

A. One time warning: - The HA takes misrepresentation and non-timely reporting of income or family status very seriously. The first time the SHA determines upon verification that the participant either failed to report the income by the 25<sup>th</sup> day of the month in which the change occurred (non-timely), and then a One Time Warning will be issued. Along with this warning a repayment agreement to recoup any over payment made by the HA will be issued. After this warning any other non-reporting of income or family status will result in termination from the program.

## **SECTION VIII. ADMISSION ELIGIBILITY AND CRITERIA**

1. All families who are admitted to the Public Housing Program in the HA must be individually determined eligible under the terms of this plan. In order to be determined eligible, an applicant family must meet **all** of the following requirements:
  - A. The applicant family must qualify as a family as defined in Section IV, Definitions.
  - B. The applicant family's Total Annual Family Income as defined in the Definitions Section must not exceed income limits established by HUD for Public Housing.
  - C. Head of Household must be eighteen (18) years of age or older or sixteen (16) years old and married or has been married, or a person that has been relieved of the disability of non-age by court action. (Emancipated Minor)
2. Sources of information for eligibility determination may include, but are not limited to, the applicant (by means of interviews or home visits), landlords, employers, family,



social workers, parole officers, court records, drug treatment centers, clinics, physicians, credit bureau or law enforcement where warranted by the particular circumstances. Information relative to the acceptance or rejection of an applicant shall be documented and placed in the applicant's file in accordance with HA record keeping policy. Such documentation may include reports of interviews, letters, or telephone conversations with reliable sources. As a minimum, such reports shall indicate the date, the source of the information, including the name and title of the individual contacted, and a narrative of the information received.

Applicants are not automatically determined eligible to receive federal assistance. An applicant will not be placed on a waiting list if the applicant's annual family income exceeds the Income Limits established by HUD for Public Housing and published in the Federal Register.

3. If the applicant has failed to meet any outstanding requirements for eligibility and is determined ineligible, he/she will be so informed and the reasons stated in writing. They will also be informed of their right to grieve the decision, if applicable, in accordance with the Grievance Procedure.
4. Declaration of Citizenship: The HA may not provide assistance to nor make financial assistance available to a person other than United States citizens, nationals, or certain categories of eligible non-citizen in HUD's assisted housing programs. Rent will be calculated in accordance with HUD regulations, which will base rent on a percentage of eligible family members.
5. Once an applicant becomes a resident in the HA's public housing program, the head of household must request permission to add another person to the dwelling lease. The person being added must complete all recertification paperwork and meet all eligibility requirements before the Executive Director will approve any addition to the dwelling lease.

## **SECTION IX. VERIFICATION AND DOCUMENTATION**

Families are required to provide Social Security Numbers (SSN) for all family members prior to admission. All members of the family defined above must either:

1. Submit SSN documentation; or
2. Verification will be done through the providing of a valid Social Security card issued by the Social Security Administration.

The HA will accept copies of the Social Security card only when it is necessary for the HA to verify by mail the continuing eligibility of participant families.

If an applicant or resident cannot provide his or her Social Security card, other documents listed below showing his or her Social Security Number may be used for verification. He or she may be required by the HA to provide one or more of the following alternative documents to verify his or her SSN, until a valid Social Security card or verification from the Social Security Office can be provided;

These documents include:

- Drivers' license that displays the SSN.

- Identification card issued by a Federal, State or local agency.
- Identification card issued by an employer or trade union.
- Identification card issued by a medical insurance company.
- Earnings statements or payroll stubs.
- Bank statements.
- IRS Form 1099 or W-2 Form.
- Benefit award letters from government agencies.
- Medicaid Cards, Unemployment benefit letter, Retirement benefit letter, Life insurance policies, Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records.
- Verification of Social Security benefits with the Social Security Administration.

If the HA verifies Social Security benefits with the Social Security Administration, the acceptance of the SSN by the Social Security Administration may be considered documentation of its validity.

3. Employer Identification Number (EIN) and applicable consent form.
4. Applicants may not become residents until a Social Security card or verification from the Social Security Office is provided and verified. The applicant will retain their position on the waiting list during this period. The applicant will be given a reasonable time, subject to the circumstances, to furnish the documentation before losing their place on the waiting list and the time may be extended, if such circumstances require an extension. The decision will be made by the Executive Director and documented, in writing, and placed in the applicant's file.

Additional documentation that may be required in determining eligibility:

- Temporary Assistance to Needy Families (TANF).
- Birth Certificate or Drivers License that displays the date of Birth and/or form(s) that are issued by a Federal, State, City or County Agency that displays the date of Birth.
- Child Care Verification.
- Credit References (History).
- Credit Bureau Reports.
- Employer's Verification.
- Landlord Verification.
- Social Security Benefits.
- Assets Verification.
- Bank Accounts.

- SRS.

5. Marriage Certificate: - If a marriage certificate is not available the following information is acceptable: Drivers License that displays the same address and last names, and/or Federal Tax Forms that indicate the family filed taxes as a married couple during the last tax reporting period.

Other acceptable forms of documentation of marriage would include any document that has been issued by a Federal, State, City, or County Government and indicates that the individuals are living as a married couple. Couples that are considered married under common law can provide the same information, as listed above, to document that they are living together as a married couple. The couple also certifies in their application for housing that they are married.

6. Supplemental Social Security Income (SSI) Benefits.
7. Unemployment Compensation.
8. VA Benefits.
9. Any other reasonable information needed to determine eligibility may be requested by the HA, which may include reports from law enforcement.
10. Separation means the ending of co-habitation by mutual agreement. If an applicant/resident is divorced or separated and has children by that spouse, the HA may require applicants/residents to provide at least one (1) of the verifications listed below:
  - A. A FINAL divorce decree. Applies to individuals who are divorced and are not separated and is the only documentation accepted for individuals that are divorced.
  - B. Receiving court-ordered child support from former spouse.
  - C. Verification that applicant is pursuing child support through Department of Human Resources, Child Support Enforcement or Clerk of the District Court.
  - D. Receiving TANF (Temporary Aid to Needy Families) through the Department of Human Resources for former spouse's children.
  - E. A notarized statement from current landlord (not family) verifying that the current landlord knows that the applicant and spouse have not lived together for the last six (6) months or more.
  - F. Income tax statements from both husband and wife indicating both filed income taxes separately the last year and that they filed from different addresses.
  - G. Written statement from a lawyer that applicant has filed suit for divorce.
  - H. Food Stamp verification.

**Note:**

***Only if applicant/resident cannot provide any of the above, a Notarized Statement from the applicant will be accepted.***

11. If applicant/resident is divorced or separated from a person and has no children by that person, the HA may require applicants/residents to provide at least one of the verifications listed below:
  - A. A final divorce decree. Applies to individuals who are divorced and are not separated and is the only documentation accepted for individuals that are divorced.
  - B. A notarized statement from current landlord (not family) verifying that the current landlord knows that the applicant and spouse have not lived together for the last six (6) months or more.
  - C. Income tax statements from both husband and wife indicating both filed income taxes separately the last year and that they filed from different addresses.
  - D. Written statement from a lawyer that applicant has filed suit for divorce.
  - E. Food Stamp verification.

**Note:**

***Only if applicant/resident cannot provide any of the above, a Notarized Statement from the applicant/resident will be accepted.***

**SECTION X. GROUNDS FOR DENIAL OF ADMISSION OR TERMINATION OF APPLICANTS AND RESIDENTS**

1. The HA is neither required, nor obligated to assist families who:
  - A. Owe rent, other amounts, or judgments to any HA or any other Federally subsidized housing program.

**Note:**

***Re-paying funds that are due does not necessarily qualify an applicant for occupancy. Such payments will be considered along with other factors in the application process. Any money owed to a HA which has been discharged by bankruptcy shall not be considered in making this determination.***

- B. Have previously been evicted from Public Housing or Section 8.
- C. Committed acts which would constitute fraud in connection with any federally assisted housing program.
- D. Did not provide information required within the time frame specified during the application process.
- E. Convicted of drug-related activity or violence. The HA shall prohibit admission to any household that includes any individual who has been convicted of producing or manufacturing Methamphetamine in a HUD subsidized unit.
- F. Has a history of not meeting financial obligations, specifically rent. A credit bureau check will be conducted on all applicants before they are offered a unit. Applicants must pass the HA's Credit Policy in effect at the time of their application.

- G. Has a record of disturbance of neighbors, destruction of property, or living or housekeeping habits which may adversely affect the health, safety or welfare of the other residents or unit.
- H. Has a history of arrests or criminal activity involving crimes of physical violence to persons or property and other activity that may adversely affect the health, safety or welfare of persons in the community, other residents or the unit. The HA shall prohibit the admission of any household that includes any individual who is currently on the State Sex Offender Registration or is subject to lifetime registration requirement under a State Sex Offender Registration program.
- I. Is on the HA Ban & Bar list or allowed someone entry to a HA property that is on the Ban & Bar list.

**Note:**

**All applicants' names shall be submitted to the KBI for a criminal history check prior to being offered a unit, insofar as possible. In the event of a vacancy issue, the HA may allow an applicant (with local law enforcement verification) to move in based on their word that they have no negative information. Applicant MUST sign a KBI waiver stating that if any negative information is discovered it is grounds for immediate termination of tenancy. (This includes any person who is requested to be added to a current resident's lease by the resident.) All residents will have a records check completed at Annual Recertification by the local police/sheriff department for review.**

- A. During the interview process, or at any time, the applicant/resident demonstrates hostile behavior that indicates that the prospective applicant may be a threat to other public housing residents, neighbors, community members; OR threatens or displays violence against any HA staff. This includes any past residency or applicancy.
- B. The applicant family must have properly completed all application requirements, including verifications. Intentional misrepresentation of income, family composition, arrests, convictions, or any other information affecting eligibility will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the lease will be terminated.
- C. The applicant and all adults must sign a release allowing the HA to request any and all information required in determining eligibility.
- D. If the HA determines that a person 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 or the unit. The HA may waive this requirement if:
  - (1) The person demonstrates to the satisfaction of the HA 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.  
Documentation must be provided for L. 1-4.

**Note:**

**The above list is not intended to be all-inclusive. Applicants may be denied admission (or residents tenancy terminated) if the HA has reason to believe that the conduct of the applicant or resident has been such as would be likely to interfere with other residents in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety, or welfare or to affect adversely the physical environment or the financial stability of the project if the applicant were admitted to the project.**

2. If an applicant is denied admission, or a resident's tenancy terminated, the HA will notify them of their right to grieve the decision, if applicable, in accordance with the Grievance Procedure
3. As a general rule, applicants may be denied admission and resident's tenancy is terminated for the following time frames, which shall begin on the date of denial, or move out date, whichever is later, unless otherwise provided for herein below:
  - A. Denied admission for one (1) year for the following:
    - Misrepresentation
    - Past rental record.
    - History of not meeting financial obligations including rent.
    - Bad housekeeping habits, in and outside the unit.
    - Damages.
    - Disturbances.
    - Unauthorized persons residing in the unit.
    - Any Violation of Tenant Obligations (unless specifically stated below).
    - An arrest due to an incident involving violence or crimes to persons or property.
  - B. Denied admission for three (3) years from the move out date for the following:
    - Eviction from public housing, Indian Housing, Section 8, or Section 23 programs because of drug-related criminal activity beginning on the date of such eviction.

**NOTE:**

**The HA can waive this requirement if the person demonstrates to the Executive Director's satisfaction successful completion of a rehabilitation program approved by the HA, or the circumstances leading to the eviction no longer exist.**

- C. Denied admission, or tenancy terminated for five (5) years from denial or move out date, whichever is later, for the following:

- Fraud (e.g.: giving false information on the application which results in receiving benefits that would not have otherwise been paid).
  - Displays hostile behavior indicating they may be a threat and/or negative influence on other residents, or displays hostile behavior or threatens any HA staff member, OR an arrest or conviction record that indicates that the applicant may be a threat and/or negative influence on other residents or unit. Drug use without evidence of rehabilitation.
  - An occupant who intentionally damaged a Public Housing unit through either vandalism or neglect.
- D. Denied admission or tenancy terminated for ten (10) years from the conviction date for Conviction for Drug Trafficking.
- E. Denied admission for life for anyone on the HA Ban & Bar list.
- F. Denied admission for life for anyone that allowed someone on the Ban & Bar list entry into a HA property.
- G. Denied admission for life to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.
- H. Denied admission for life to any applicant who has been convicted of manufacturing or producing Methamphetamine on the premises as defined by HUD in any federally assisted housing.

**Note:**

**As noted above these time frames are only guidelines and the HA may deny admission (or issue eviction) to any individual whose behavior may adversely affect the health, safety or welfare of other residents, staff, persons in the community, premises, or unit.**

**SECTION XI. RESIDENT SELECTION AND ASSIGNMENT PLAN**

1. Equal Opportunity: - The Fair Housing Act makes it illegal to discriminate on the basis of race, color, religion, sex, handicap, familial status and national origin. This HA shall not deny to any family the opportunity of applying for admission nor shall it deny to any eligible applicant the opportunity of leasing or renting a dwelling suitable to its need in any low-rent project operated by this HA.
2. Selection Process: - Residents shall be selected from among eligible applicant families whose family composition is appropriate to available dwelling units. The HA will take into consideration the needs of individual families for low rent housing and the statutory purpose in developing and operating a socially and financially sound low-income housing project, which provides a decent home and a suitable living environment and fosters economic and social diversity in the resident body as a whole. Selection will be made in such a manner as:
  - A. For every fiscal year, each HA shall reserve a percentage of its new admissions for families whose incomes do not exceed thirty percent of the area median income. The goal for public housing shall be forty percent of new admissions. In

reaching the new admissions goals, the HA's are required to avoid concentrating very low income families.

- B. To maintain a resident body composed of families with a broad range of income and rent paying ability which is generally representative of the range of incomes of low income families in the HA's area of operation as defined by state law.
3. Order of Selection: - Applications will be filled by unit size/type needed by the applicant, in the following hierarchical order:
    - A. Applicants displaced due to Domestic Violence. (see definitions)
    - B. Applicants displace due to Homelessness (Section XI, 4 below for requirements)
    - C. Reprisals of Hate Crimes.
    - D. Date and time of application.
    - E. Provided, however, the provisions of the deconcentration rule, contained within this policy, shall supercede the selection of applicants based on date and time and local preference points, if applicable, and allow the HA to skip families on the waiting list to accomplish this goal.
  4. Maintaining the Waiting List: - The HA will remove an applicants name from the waiting list for the following:
    - A. Failure to respond to HA's request for information or updates.
    - B. Refusal of the HA's offer of tenant based assistance.
    - C. When mail sent by the HA is returned by the Post Office.
  5. Procedure for Removing an Applicants Name from the Waiting List: - The applicant will be notified by the HA, in writing, the reason for their removal from the waiting list, with the exception of those situations referenced in 4 of this section. (Any notice of response sent to the resident will always notify applicant that their name will be removed if they do not respond or comply) Posted Grievance Procedures will be followed if applicable. If an applicant's failure to respond to a request from a HA for information or updates was caused by the applicant's disability, the HA will provide reasonable accommodations upon request.
  6. Verification of Preference (timing), if applicable: - At the time of application, initial determinations of an applicant's entitlement to the local preference of displacement due to Domestic Violence, Homelessness, or Hate Crimes, may be made on the basis of documentation. Verification of this preference for domestic violence is provided from a certified domestic violence shelter in which the applicant is currently residing or receiving assistance from, or from the local law enforcement. For displacement due to Homelessness, the applicant must prove successful completion of a self sufficiency program from a certified shelter with a letter on letterhead stationary from the shelter. This preference is granted at the discretion of the Executive Director or designee.

**Note:**

**If an applicant rejects an offer of a unit, the applicant will be notified at that time that due to the fact they refused the offer of assistance, the date and time of their application is**



**being changed to the date and time that they refused the offer. This will be explained verbally and followed-up in writing to the applicant. The HA will notify (verbally and in writing) the applicant that their actions affected their place on the waiting list, and the next offer of assistance will be made when their name reaches the top of the waiting list.**

## **SECTION XII. GROUNDS FOR DENIAL AND OPPORTUNITY FOR HEARING**

If the HA determines that an applicant does not meet the criteria for receiving housing, the HA must promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reasons for the determination, and state that the applicant has the right to grieve the decision, if applicable, in accordance with the Grievance Procedure. The applicant may exercise other rights if the applicant believes that he or she has been discriminated against on the basis of race, color, religion, sex, handicap, familial status and national origin.

## **SECTION XIII. INCOME VERIFICATION AND DOCUMENTATION**

1. For income verification purposes the HA may use the following:
  - Verification of Employment for wage earners;
  - Verification of public assistance for those persons who receive public assistance;
  - Documentation of exceptional medical and/or other expenses (elderly family status);
  - Verifications of assets (including bank statements, financial statements, appraisals, etc.);
  - Birth Certificates; and
  - Other means or sources of income verification.
2. The following methods may be used in obtaining the above information:
  - Up-front Income Verification (UIV)
  - Third-party written verification
  - Third-party oral verification
  - Review of documents
  - Certification/self-declaration
3. Once all of the information is verified the HA shall calculate the monthly rent. The family will be notified of this amount and the amount of the flat rent. The family shall elect, in writing, their choice. This choice shall be given annually at Annual Recertification.

As soon as a determination can be made, applicants will be informed by an authorized HA representative that they have been declared eligible or ineligible. Applicants deemed eligible will be offered an available unit. Applicants that are determined ineligible will be informed, in writing, of their right to grieve, if applicable, in accordance with the Grievance Procedure.

The final estimate of Gross Family Income will be made by the HA on the basis of verified information regarding income. Once the HA has determined that an applicant is eligible, and then the process of housing the family begins.

There is no minimum income requirement, but the staff should use good interviewing skills to determine whether there is income that is not being reported.

If the family reports zero income, the HA will have the family sign "Zero Income" forms to verify that no income is being provided. For zero income families, this is done every month. Regular monetary support, gifts or payments on behalf of the applicant/resident from outside sources is considered income.

Families will be required to report any changes in their income and changes in familial status by the 25<sup>th</sup> of the month in which it occurs.

#### **SECTION XIV. BRIEFING OF FAMILIES**

1. **Briefing:** The purpose of the briefing is to cover the occupancy requirements for the resident. Residents must bring to the Briefing a completed Utility Confirmation form signed by the appropriate agencies indicating that utilities are being transferred into their name.

The briefing is conducted as follows:

- A. At the briefing, the Lease and Grievance Procedure is explained in detail to the resident and/or residents. (All adult family members must be present)
  - B. All required occupancy forms must be signed. The required occupancy forms are explained at that time and the dwelling lease is signed by all adult household members and a HA representative.
  - C. The applicable deposit and rent for the first month is collected.
  - D. Appointment for Move-In Inspection is scheduled.
2. **Briefing Attendance Requirement:** - Failure to attend a scheduled briefing (without notice to the HA) will result in the family's application being removed from the waiting list and the family may be required to reapply for assistance.

Failure of an applicant to keep a scheduled check-in, without good cause, may result in the cancellation of the occupancy process and the applicant required to reapply for assistance.

3. **Format of the Briefing:** - The applicant is provided with the following:

Dwelling Lease

Grievance Procedure

Schedule of Damage and Maintenance Charges (with emergency maintenance information)

Rent Due Dates and Types of Rents

Hardship Exemption Policy

Lead Base Paint Awareness (HUD Form 52591) (with required signature of acknowledgement)

Mowing Notice Policy

Resident 30-Day Notice Form (Blank)

Pet Policy (if applicable)

Tenant Obligations

Confirmation of Forms Received

Appliance Lease Addendum (if applicable)

The provisions of the Lease and Grievance Procedure are explained to the Resident. The lease specifies the unit to be occupied, family composition, date of admission, the rent to be charged, security deposit, utility allowances, and the terms of occupancy. If for any reason the family becomes over or under housed they must move to the appropriate size unit as outlined in Section XIX, Transfers.

4. Dwelling Lease completion:

- A. The responsible member (head of household) and all adult family members shall be required to execute a Dwelling Lease prior to admission. One executed copy is to be furnished to the resident and the original executed copy is to be retained in the Resident file established for the family by the HA. A copy of the Grievance Procedure shall be given to the resident with a copy of the Lease.
- B. When a resident transfers to another unit, the existing Lease shall be canceled and a new Dwelling Lease executed for the present unit.
- C. If at any time during the life of the Dwelling Lease, any other changes in the resident's status results in the need to change or amend any provision of the Lease, those changes shall be reflected in the Recertification Form completed by the resident when reporting the change.
- D. A duplicate form of acknowledgment and understanding (Confirmation of Forms Received) which lists all items of which the resident has been informed shall be signed by the resident and the HA representative. A copy of this form shall be given to the Resident and a copy maintained in their file.

**SECTION XV. INSPECTIONS OF PUBLIC HOUSING UNITS**

At least annually all units are inspected using Uniform Physical Condition (UPC) Standards as defined by HUD.

The resident will be given notice as outlined in the Dwelling Lease, **except for emergencies/ search warrants**, that the unit will be inspected. The notification will indicate the dates of inspection. If the inspection indicates that the resident has poor housekeeping habits a 14/30 Day Notice will be issued. If the unit condition does not improve, the provisions of the dwelling lease and 14/30 Day Notice can be enforced and tenancy terminated.

If the inspection indicates that the resident has created damage that is beyond normal wear and tear, the damaged items will be replaced and the resident billed for the damages and/or a 14/30 Day Notice will be issued.

If the inspection indicates the need for furnace filters, smoke detector batteries or smoke detectors, they will be replaced and the resident will be billed.

HA staff and/or agents of the HA have authority to enter any unit if it is suspected that an "Emergency" situation exists (this includes welfare checks). If for any reason a unit is entered by authorized HA personnel the resident will be provided with the reason for the entry, by leaving a written notice of the time, date and reason for the entry.

HA staff and/or agents of the HA, at the direction of the Police will open the door to a unit when law-enforcement officials present a lawfully executed search warrant (plus, provide a copy of the search warrant to HA staff). HA staff and/or its agents will write down the name(s) of the Police Officers to keep with the copy of the search warrant.

## **SECTION XVI: TYPES OF INSPECTIONS**

An authorized representative of the HA, resident and/or adult family member, shall be obligated to inspect the premises prior to commencement of occupancy. A written statement of condition of the premises and all equipment will be provided, and shall be signed by both parties with a copy retained in resident's file. The HA representative shall inspect the premises at the time the resident vacates and furnish a statement of any charges to be made provided the resident turns in the proper notice under state law and requests the proper inspection. The resident shall be provided an opportunity to participate in a move out inspection, unless resident vacates without notice. The resident's security deposit can be used to offset against any resident damages to the unit.

1. Move-in Inspections: - Performed with the resident at move-in and inspection documented by HA on inspection form and signed by the resident. This inspection documents the condition of the unit at move-in.

### **Note:**

**Any adult member of the household is allowed to sign the inspection form for the Head of Household.**

2. Move-out Inspections: - Performed with resident, if possible, and documented by HA on inspection form and signed by the resident, if present. This inspection determines if the resident is responsible for any damages and owes the HA funds. The security deposit will offset the expenses due the HA.
3. Annual Inspections: - The HA inspects one-hundred (100%) percent of its units annually using standards that meet or exceed current HUD standards. Throughout the year, a minimum of two (2) additional inspections will be performed for routine or preventative maintenance.
4. Occupancy Worker and Executive Director Inspections: - A HA representative may perform random home visits. The resident will be given at least twenty-four (24) hours advanced notice prior to the inspection.
5. Special Inspections: - Representatives from the U. S. Department of Housing and Urban Development and/or other Government Officials annually inspect a sampling of the public housing inventory. The affected residents will be given at least twenty-four (24) hours advanced notice prior to the inspection.

6. Pre-Transfer Inspections: - The inspection held prior to a family being transferred to another unit to determine eligibility based on present occupancy.

**NOTE:**

**If any employee and/or agent of the HA has reason to believe that an emergency exists within the public housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident indicating the date and time the unit was entered and the reason for entry.**

**The Housing Authority will inspect all units in accordance with HUD regulations. If HUD regulations change, the HA will immediately implement the new procedures whether or not they are outlined in this section, to remain in compliance.**

**SECTION XVII. DETERMINATION OF RENT, RE-EXAMINATION OF INCOME AND FAMILY CIRCUMSTANCES**

1. Determination of Rent: Rent as fixed at admission, interim re-examination or annual re-examination will remain in effect for the period between regular rent determinations unless the following changes in family circumstances occur:
  - A. Change in family composition through marriage, birth, death, divorce, or other circumstances which change the number of person living in the unit;
  - B. Changes in employment, unemployment, and/or income of the family head, spouse, or other wage earner, including minors; or
  - C. Errors made at admission or reexamination by a HA staff member shall be corrected by the HA. Retroactive payments will be made to the resident if the error is in the resident's favor.
  - D. Temporary employment/unemployment or increases and decreases in wages **for any reason** of less than thirty (30) days will not constitute a rent adjustment.
  - E. The HA must lower the rent for a family whose income is reduced because of the expiration of a welfare-initiated time limit. This must be reported by the resident by the 25<sup>th</sup> day of the month in which it occurs. Provided, however, that if the family's welfare benefits are reduced for a fraudulent act on the part of a family member, or for failure to comply with welfare to work requirements resulting in sanction, the HA is prohibited from reducing the family's rent contribution to reflect the lower benefits income.
  - F. The HA is required to disregard, for twelve (12) months;
    1. The earned income of the adult family member who was previously unemployed for a year or more and are now employed,
    2. The adult family member whose employment income increases as a result of participation in any family self-sufficiency or job training program, or
    3. The family member who was receiving TANF benefits totaling \$500.00 in the last six (6) months and whose earned income increases.

During the following twelve (12) months the family's rent may be increased by fifty (50%) percent of the amount that would have been in effect without the disregard.

**NOTE:**

**Previously Unemployed is defined as a person who has earned, in the twelve (12) months previous to employment, no more than would be received for ten (10) hours of work per week for fifty (50) weeks at the established minimum wage. (24CFR 960.255)**

2. Annual Re-examination:

- A. Annually each family will be required to furnish current information to re-determine eligibility, as per the lease. In the event of failure or refusal of resident to report the necessary information, the HA may terminate the Lease. This reexamination shall be done on or before the client's anniversary date.
- B. Records shall be maintained to ensure every resident is being reexamined within a twelve month period.
- C. Upon completion of reexamination and verification, resident shall be notified, in writing:
  - 1. Any change in rent and the date on which it becomes effective.
    - a. Thirty (30) days advanced notice if rent is to be increased.
    - b. If the rent is to decrease, it will be effective the first of the following month.
  - 2. Any change required in the size of dwelling unit occupied.
  - 3. Amount of rent calculated by income and the amount of Flat Rent. The family shall elect, in writing, their choice of rent.
  - 4. Community Service Requirement status.
- D. If the HA determines that the size of the unit is not appropriate for the resident's family composition, the resident shall be required to transfer to another unit as outlined in Section XIX, Transfers.

**NOTE:**

**Cost of living increases in Social Security or public assistance grants need not be reported until next annual re-examination and re-determination of rent.**

4. Interim Re-determination of rent:

- A. Any decrease in rent resulting from any decreases in family income will be made effective the first of the month following the date the decrease in family income was reported and verified in writing prior to the 25<sup>th</sup> of the month.
- B. Residents are given a thirty (30) day notice for rent increases which are effective the first day of the month following the expiration of the thirty (30) day notice.
- C. On occasion, the HA is required to compute rent based on information that is supplied by the resident and third party information that has not or will not be provided by the employer. When this situation occurs the HA will compute a rent

based on the information available and the resident will be notified of the amount and the effective date, and their right to grieve the decision, if applicable, in accordance with the Grievance Procedure.

- D. Any interim change in rent will require re-verification of all family income that has not been verified within sixty (60) calendar days of the previous rent determination.
  - E. Resident agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by the United States Department of Housing and Urban Development (HUD).
  - F. If it is found that a resident has misrepresented or failed to report necessary information upon which rent is based, the increase in rent shall be made retroactive to the effective date the increase would have taken effect. The resident will be required to pay the difference between the rent paid and the amount that should have been paid. In addition, the resident may be subject to civil and criminal penalties. Misrepresentation is a serious lease violation and may be considered fraud, which may result in termination of tenancy.
5. Special Re-examinations: - Special reexaminations are pre-scheduled extensions of admission or continued occupancy determinations, and will be considered for the following reasons:
- A. If it is impossible to determine annual family income accurately due to instability of family income and/or family composition, a temporary determination of income and rent is to be made and a special re-examination shall be scheduled for thirty (30), sixty (60) or ninety (90) days, depending on circumstances. The resident shall be notified, in writing, of the date of the special re-examination.
  - B. If the family income can be anticipated at the scheduled time, the reexamination shall be completed and appropriate actions taken. If a reasonable anticipation of income cannot be made, another special re-examination shall be prescribed and the same procedure followed as stipulated in the preceding paragraph until a reasonable estimate can be made.
  - C. Rents determined at special re-examinations shall be made effective as noted in this section.
6. Minimum Rent Hardship Exemptions: The HA has established policy granting a Minimum Rent Hardship Exemption to qualifying families.
7. Reduction of Welfare Benefits: If the resident requests an income re-examination and the rent reduction is predicated on a reduction in resident income from welfare:
- A. The request will be denied if the reduction is due to fraud or failure to participate or comply with program requirements.
  - B. The request will be granted if reduction is due to lifetime limitation or any other reason of good standing.

**NOTE:**

**Both A and B will require documentation from the local welfare agency. Families whose welfare assistance is reduced specifically because of fraud or failure to participate or comply with a work activities requirement will not have their rent reduced.**

### **SECTION XVIII: COMMUNITY SERVICE REQUIREMENT**

Except for exempt family members, each adult resident of Public Housing must:

- A. Contribute eight (8) hours per month of community service (NOT including political activities); or
- B. Participate in an economic self sufficiency program for eight (8) hours per month; or
- C. Perform eight (8) hours per month of combined activities as described above.

Definitions:

1. 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.
2. Exempt Individual: An adult who:
  - A. Is sixty-two (62) years or older;
  - B. Is a blind or disabled individual as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. 416(i)(1);1382c), and who certifies that because of the disability she or he is unable to comply with the service provisions if this subpart, OR is a primary caregiver of such individual;
  - C. Is engaged in work activities;
  - D. Meets the requirement for being exempted from having to engage in a work activity under a State program funded under part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other welfare program if the State in which the HA is located, including a State welfare to work program; and/or has not been found to be in non-compliance with such a program.

The HA shall determine which members of a family are subject or exempt from this requirement at Lease-up, and at Annual Reexaminations. Changes in exemption or non-exemption status shall be reported an Interim Reexamination if applicable. At family briefing, an explanation shall be handed out of this requirement, and also at Annual Re-examination. (Also at Interim, if applicable) The family shall be notified of the HA's determination identifying family members who are subject to the service requirement. They shall also be notified of exempt family members.

The HA shall review the family's compliance with this annually; **at least thirty (30) days before** the end of the twelve-month lease term. Verification of compliance will be verified through third party documentation to be kept in the family's file.

Signed third party verification **MUST BE** provided by the family member required to fulfill this service requirement.



1. Violation of Requirement: If the HA determines at Annual that any family member is in violation of this requirement, the HA shall notify the resident of this determination. This notice must:
2. Briefly describe non-compliance;
  - A. State that the HA will not renew the lease at the end of the twelve month lease term unless:
    1. The resident and any other non-compliant resident enter into a written agreement with the HA to cure such non-compliance; or
    2. The family provides acceptable written documentation that the resident or non-compliant resident no longer resides in the unit.
  - B. State that the resident may request a grievance hearing on the HA's determination and that they may exercise any available judicial remedy to seek timely redress for the HA's non-renewal if the lease, because of such non-determination.
    1. Resident's Agreement to Comply: If the resident or another family member has violated the community service requirement, the HA may not renew the lease upon expiration of the term, unless:
  - C. The resident, and any other non-compliant resident enter into a written agreement with the HA to cure such non-compliance by completing additional hours of community service or Economic self-sufficiency activity needed to make up the total hours required over the twelve month term of the new lease, and
  - D. All other members who are subject to the service requirement are currently complying with the service requirement, or are no longer residing in the unit.

**NOTE:**

**The HA shall retain a list of eligible community service activities from local agencies from those individuals who request such list for compliance.**

**SECTION XIX. TRANSFERS**

1. Objectives of the Transfer Policy:
  - A. To fully utilize available housing resources while avoiding overcrowding by ensuring that each family occupies the appropriate size unit;
  - B. To facilitate relocation when required for modernization or other management purposes;
  - C. To facilitate relocation of families with inadequate housing accommodations;
  - D. To eliminate vacancy loss and other expense due to unnecessary transfers.
2. Types of Transfers:
  - A. HA initiated: The HA may at its discretion transfer residents because of an uninhabitable unit, major repairs, or other actions initiated by management.  
For these types of transfers the HA will cover the cost of the transfer pursuant to cost allowed by HUD.

- B. Transfers for Reasons of Health: Resident may be transferred when the HA determines there is a medical need for transfers, such as inability to negotiate stairs or steps and the appropriate unit will be determined by the HA. The resident will be required to provide a statement from a medical doctor which indicates the condition of the resident and the HA reserves the right to make its own evaluation of the situation and documentation. If the HA determines that there is not a substantial and necessary medical reason, that request for transfer will be denied. Normally such transfers will be within the resident's original neighborhood unless the appropriate size and type of unit does not exist. The resident must pay for all of their moving expenses.
- C. Transfers to the Appropriate Unit - The HA may transfer residents to the appropriate unit and residents are obligated to accept such transfers. Transfers will be made in accordance with the following principles:
- (1) Determination of the correct sized unit shall be in accordance with the HA's occupancy guidelines, as outlined in Occupancy Guidelines.
  - (2) Transfers into the appropriate sized unit will be made within the same neighborhood unless that size does not exist on the site.
  - (3) The resident must pay for their moving expenses.
  - (4) Other reason (e.g. medical) may necessitate a transfer.
- D. Priorities for transfers - All transfers must be either for health reasons, for relocation to an appropriate sized unit, or initiated by the HA due for modernization work and/or other good cause as determined by the HA. Priority transfers are listed below:
- (1) HA initiated transfers;
  - (2) Transfers for health reasons;
  - (3) Residents who are under-housed;
  - (4) Residents who are over-housed.

Within each priority type, transfers will be ranked by date. In processing transfers requested by residents for approved health reasons or to move to a larger unit, the date shall be that on which the changed family circumstances are verified by the occupancy worker. Children over the age of one (1) constitute a family size change and may qualify a family for a larger unit.

3. Transfer Procedures: - The HA shall:

- Prepare a prioritized transfer list, as needed.
- Notify residents by letter of their pending transfer and scheduling of their Pre-Transfer Inspection.
- Participate in evaluation of request for transfer based on approved medical reasons.

- Issue final offer of vacant unit as soon as vacant unit is identified. Issue notice to transfer as soon as vacant unit is available for occupancy. Participate in planning and implementation of special transfer systems for modernization and other similar programs.
- Inspect both units involved in the transfer, charging for any resident damage that is not considered normal wear and tear.
- When the resident is transferred for modernization, the cost of the transfer shall be paid by the HA, pursuant to cost that is allowed by HUD.

In the case of a family being transferred from a unit, failure to accept the unit offered will be grounds for termination of tenancy. The HA will notify the resident that the HA has discharged its obligations to the resident and he/she will remain in the unit at his/her own risk, and that the HA assumes no liability for the residents condition.

Right of HA in transfer policy - The provisions listed above are to be used as a guide to ensure fair and impartial means of assigning units for transfers. It is not intended that this policy shall create a property right or any other type of right for a resident to transfer or refuse transfer.

**NOTE:**

**Residents who are transferring have seven (7) days to move unless the HA approves special circumstances.**

**SECTION XX. LEASE TERMINATION AND EVICTIONS**

All Lease terminations and evictions will be processed in accordance with the HA's current Dwelling Lease and Grievance Procedure. The HA's Dwelling Lease and the Grievance Procedure is incorporated into this document by reference and is the guideline to be used for Lease terminations and evictions.

The dwelling lease may not cover every specific situation that warrants a lease termination, therefore, for good cause the HA may terminate a lease for reasons that are not specifically listed in the Dwelling Lease.

**SECTION XXI. COMPLAINTS AND GRIEVANCE PROCEDURES**

Complaints and Grievance Procedures shall be accomplished in accordance with the HA approved Grievance Procedure. The grievance procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals.

**SECTION XXII. SECURITY DEPOSITS**

A security deposit shall be made pursuant to a schedule posted in the HA office. Security deposits may be refunded as provided in the Lease and in this procedure.

**SECTION XXIII. OCCUPANCY GUIDELINES**

The following guidelines shall determine the number of bedrooms required to accommodate each family without overcrowding or over-housing. These guidelines may be waived only when necessary to achieve or maintain full occupancy and after every effort has been made to stimulate applications from families appropriate to the existing vacancies. Families may be assigned improper sized units **WITH THE WRITTEN**

UNDERSTANDING that they must transfer to the appropriate size unit when instructed to do so by the HA. Otherwise, the following occupancy standards shall apply:

1. Suggested Guidelines:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10
6	6	12

2. Children documented to be temporarily out of the household in foster care are to be considered members of the family and included when determining appropriate bedroom size.

3. Exceptions to occupancy standards:

- A. Children under one (1) year of age may occupy same bedroom with parents.
- B. For reasons of health (old age, physical disability, etc.) separate bedrooms may be provided for such individual family member if verified as to need by a health care provider.
- C. Social Factors such as differences in age or sex in siblings shall be taken into account in determining unit size.

**SECTION XXIV. COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS FOR POSTING REQUIRED INFORMATION**

There shall be maintained in the HA's office waiting room a bulletin board, which will accommodate the following posted materials:

- 1. Statement of Policies and Procedures Governing Admission and Continued Occupancy Policy (ACOP). This policy also outlines the HA's resident selection and assignment plan.
- 2. Open Occupancy Notice (Applications being Accepted and/or Not Accepted)
- 3. Income Limits for Admission.
- 4. Utility Allowances.
- 5. Current Schedule of Routine Maintenance Charges.
- 6. Dwelling Lease.
- 7. Grievance Procedure.
- 8. Fair Housing Poster.
- 9. "Equal Opportunity in Employment" Poster.
- 10. Any current "Resident Notices".

11. Security Deposit Charges.

**SECTION XXV. PET RULE**

Clients will abide by the Pet Policy as posted.

**Exclusion from this policy for animals that assist persons with disabilities.**

This policy does not apply to animals that are used to assist persons with disabilities. The Housing Authority must grant this exclusion if the following is provided:

- The resident or prospective resident certifies in writing that the resident or a member of his or her family is a person with a disability, and the need for the animal is verified by a qualified physician;
- The animal has been trained to assist persons with that specific disability (example, seeing eye dog); and
- The animal actually assists the person with a disability.

**Note:**

**Nothing in this policy limits or impairs the rights of persons with disabilities. Families MUST provide proof of City Licensure and shot records for all animals.**

**SECTION XXVI. DECONCENTRATION RULE**

1. Objective: The objective of the De-concentration Rule for public housing units is to ensure that families are housed in a manner that will prevent a concentration of poverty families and/or a concentration of higher income families in any one development. Therefore, due to the configuration of the Scattered Site single family dwelling with interspersed multiple family dwelling units not exceeding 4 units per building, the HA does not provide for the elements of concentration. However, to accomplish de-concentration goals, the HA in all future attempts for growth, consider design elements which will continue the HA's focus on de-concentration.

**SECTION XXVII. CLOSING OF FILES AND PURGING INACTIVE FILES**

This HA will retain copies of all files, financial statements, etc. in accordance with HUD guidelines.

**SECTION XXVIII. PROGRAM MANAGEMENT PLAN - Organization Plan**

Reference the HA's adopted organization plan of the HA.

**SECTION XXIX. REASONABLE ACCOMODATION**

Reasonable accommodation to allow applicants or residents with disabilities to meet the essential regulations of tenancy, or any other reasonable accommodation request shall be addressed immediately upon tenant's written request.

**SECTION XXX. ADDITIONAL HA POLICIES & CHARGES**

Additional policies and charges as referenced herein are posted in accordance with HUD regulations.

## **Attachment B**

### **Salina Housing Authority** **Administration Policy** **Table of Contents**

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## SECTION I. INTRODUCTION

### 1. Mission Statement:

The Salina Housing Authority is dedicated to providing and advocating affordable, safe living environments and opportunities to become self-sufficient for persons of very low to moderate income.

In order to achieve this mission, we will:

- Recognize residents as our ultimate customer
- Improve Public Housing Authority (HA) management and service delivery efforts through effective and efficient management of HA staff
- Seek problem-solving partnerships with residents, landlords, community, and government leadership
- Apply limited HA resources to the effective and efficient management and operation of Section 8 programs.

2. Purpose of Policy: The purpose of this plan is to establish guidelines for the HA staff to follow in determining eligibility for the Section 8 programs. The basic guidelines for this plan are governed by requirements of The Department of Housing and Urban Development (HUD), with latitude for local policies and procedures. The Policies and Procedures governing admissions and continued occupancy are outlined in this plan and these requirements are binding upon applicants, residents, landlords and this HA alike. Notwithstanding the above, changes in applicable federal law or regulations shall supersede provisions in conflict with this policy.

**Federal Regulations shall mean those found in Section 24 CFR (Code of Federal Regulations)**

### 3. Primary Responsibilities of the HA:

- Informing eligible families of the availability of Section 8 assistance;
- Encouraging owners to make their units available for lease by Section 8 participants;
- Determining the maximum amount of housing assistance payments that can be used for family-paid utilities; and posting the utility allowances annually;
- Receiving applications from families and determining their eligibility for assistance;
- Inspecting Section 8 units to determine that they meet or exceed Section 8 Housing Quality Standards;
- Approving leases;
- Making Housing Assistance Payments to owners;

- Perform annual and periodic re-examinations of income, family composition and re-determination of rent;

4. Objectives: The objectives of this plan are to:

- A. Promote the overall goal of decent, safe and sanitary housing by using the Section 8 program to house eligible families in private rental housing; therefore, increasing the housing stock for very low-income families.
- B. Improve the City's housing stock by requiring participating landlords to meet Section 8 Housing Quality Standards for their rental property.
- C. Facilitate the efficient management of the HA and compliance with Federal Regulations by establishing policies for the efficient and effective management of the Section 8 program and staff.
- D. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964, and all other applicable Federal laws and regulations to ensure that occupancy in assisted housing is administered without regard to race, color, religion, sex, handicap, familial status and national origin.
- E. The Housing and Community Development Act of 1974 reflects Congress's intent that, where possible, the nation's existing housing stock should be preserved. The Section 8 Program will allow the HA to utilize existing housing stock and allow a family who qualifies for Section 8 Assistance and lives in substandard housing to remain, if the owner brings the house up to HQS standards and the Section 8 participant decides to remain in that unit.

5. Outreach:

- A. Outreach to Owners: The HA will encourage participation by owners of suitable units located outside areas of low income or minority concentration by distributing and communicating information concerning property owners leasing units under the Section 8 programs through the local media (newspaper, radio, television, etc.).
- B. Outreach to Potential Clients: The HA may make known to the public, through publication in a newspaper of general circulation as well as through minority media and other suitable means, the availability and nature of housing assistance for lower-income families. The notice shall inform such families where they may apply for Section 8 rental assistance. The HA shall take affirmative actions to provide opportunities to participate in the program to persons who, because of such factors as race, ethnicity, sex of household head, age, or source of income, are less likely to apply for Section 8 rental assistance. The HA may hold meetings concerning the Section 8 programs with local social community agencies
- C. Staff participation in Community Collaborative

**SECTION II. FAIR HOUSING POLICY AND EQUAL OPPORTUNITY HOUSING PLAN**

1. Fair Housing Policy: The Fair Housing Policy of the HA is to comply fully with all Federal, State, and local nondiscrimination laws and in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment



and with the Americans with Disabilities Act. Specifically, the HA shall not on the basis of race, color, religion, sex, handicap, familial status, and national origin, deny any family or individual the opportunity to apply for or receive assistance under HUD's Section 8 Programs, within the requirements and regulations of HUD and other regulatory authorities. To further its commitment to full compliance with applicable Civil Rights laws, the HA will provide access to information to Section 8 participants regarding "discrimination." Also, this subject will be discussed during the briefing session and any complaints will be documented and made part of the applicants/participants file.

For families and/or individuals who feel they have been discriminated against in obtaining assisted housing, the HA shall assist them by providing the family/individual with a HUD Housing Discrimination Complaint Form, HUD - 903. The individual can complete this form and report their complaint to the HUD Office of Fair Housing and Equal Opportunity.

2. Equal Opportunity Housing Plan: The HA is a participant in the resident-based program and is required to comply with equal opportunity requirements imposed by contract or federal law (Ref. 24 CFR 982.54). This includes applicable requirements under:
  - A. The fair housing act, 42 U. S. C. 3610-3619 (implementing regulations at 24 CFR parts 100, et seq.);
  - B. Title VI of the Civil Rights Act of 1964, 42 U. S. C. 2000d (implementing regulations at 24 CFR part I);
  - C. The age discrimination act of 1975, 42 U. S. C. 6101-6107 (implementing regulations at 24 CFR, part 146);
  - D. Executive Order 11063, Equal Opportunity in Housing (1962), as amended, Executive Order 12259, 46 FR 1253 (1980), as amended, Executive Order 12892, 59FR 2939 (1994) (implementing regulations at 24 CFR, part 107);
  - E. Section 504 of the Rehabilitation Act of 1973, 29 U. S. C. 794 (implementing regulations at 24 CFR, part 8; and
  - F. Title 11 of the Americans with Disabilities Act, 42 U. S. C. 12101, et seq.

3. Equal Opportunity Posting Requirements:

There shall be maintained in the HA's office waiting room a bulletin board, which will accommodate the following posted materials:

- A. Statement of Policies and Procedures Governing the Section 8 Administrative Plan.
- B. Open Occupancy Notice (Applications being Accepted and/or Not Accepted)
- C. Income Limits for Admission.
- D. Utility Allowances.
- E. Informal Review and Hearing Procedure.
- F. Fair Housing Poster.
- G. "Equal Opportunity in Employment" Poster.

### **SECTION III. PRIVACY RIGHTS**

Applicants will be required to sign the Federal Privacy Act Statement which states under what conditions HUD will release information concerning Section 8 participants. Requests for information by other parties must be accompanied by a signed release request in order for the HA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law or regulations (Reference HUD Form 9886).

#### **SECTION IV. DEFINITION OF TERMS**

Section 24 part 5 and Section 982.4 Definitions effective from time to time are incorporated by reference as if fully set out herein. Copies of this regulation are available in the HA Office.

1. Absorption: In portability, the point at which receiving HA stops billing the initial HA for assistance on behalf of a portability family.
2. Adjusted Income: Adjusted Family Income is the income on which total tenant payment is based and is defined as the Total Annual Income less the following allowances:
  - A. A deduction of \$480.00 for each member of the family (other than head of household or spouse) who is:
    - (1) seventeen (17) years of age or younger, or
    - (2) who is eighteen (18) years of age or older and a verified full-time student and/or is disabled or handicapped according to this Section
  - B. A deduction of \$400.00 for Elderly Family whose head, spouse or sole member is Sixty-two (62) years of age or older and/or is handicapped or disabled according to this Section.
  - C. A deduction for any elderly family:
    - (1) Without Handicapped Assistance Expense, an allowance for medical expenses equal to the amount by which the medical expense shall exceed three (3%) percent of Total Annual Family Income.
    - (2) With Handicapped Assistance Expenses greater than or equal to three (3%) percent of Total Annual Family Income, an Allowance for Handicapped Assistance, plus an allowance for medical expenses that is equal to the Family's medical expenses.
    - (3) With Handicapped Assistance Expenses that are less than three (3%) percent of Total Annual Family Income, an allowance for combined Handicapped Assistance expense and medical expense that is equal to the amount by which the sum of these expenses exceeds three (3%) percent of Total Annual Family Income. Expenses used to compute the deduction cannot be compensated for nor covered by insurance.
  - D. A deduction for any family that is not an elderly family but has a handicapped or Disabled member other than the head of household or spouse, Handicapped Assistance Expense in excess of three (3%) percent will be deducted of Total Annual Family Income, but this allowance may not exceed the employment received by family members who are eighteen (18) years of age or older as a result of the Assistance to the Handicapped or Disabled person.

- E. **Child Care Expenses:** Amounts anticipated to be paid by the Family for the care of children under thirteen (13) years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to **actively seek employment**, be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare, and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. The reasonable amount of charges is determined by the HA, by conducting surveys of local child care providers. The results are posted in the HA office(s). (see definition Sec. IV. #15)

**Note:**

**If the Total Annual Income less the above allowances result in a rent that is less than the established minimum rent, the resident rent will be set at the HA established minimum rent.**

3. Administrative Fee: Fee paid by HUD to the HA for administration of the program and will include hard-to-house fees paid for moves by families with three or more minors.
4. Administrative Fee Reserve: (formerly "operating reserve") Account established by HA from excess administrative fee income.
5. Administrative Plan: The administrative plan describes HA policies for administration of the tenant-based programs.
6. Admission: The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program.
7. Adult: An adult is:
  - Eighteen (18) years of age or older, or
  - Sixteen (16) years of age and married (not common law), or previously married, or
  - An emancipated minor.

**Note:**

**Only persons who are adults shall be eligible to enter into a lease agreement for occupancy**

8. 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.
9. Annual Contributions Contract (ACC): A written contract between HUD and a HA, with the agreement to provide funding for operation of the program, and the HA agrees to comply with HUD requirements for the program.
10. Annual Income:

**Annual income is defined as all amounts, monetary or not, which:**

- go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or

- are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- are not specifically excluded (Reference CFR 5.609 )
- amounts derived (during the 12-month period) from assets to which any member of the family has access.

**Annual Income includes, but is not limited to:**

- gross amount of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for services;
- the net income derived from the operation of a business or profession (see CFR 5.609 for items not to include);
- all net income derived from assets; (Where there are net family assets in excess of \$5,000, include the greater of the actual income derived or a percentage of the value of such assets.)
- 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;
- payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay;
- periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from person not residing in the dwelling;
- all regular pay, special pay, and allowances for a member of the Armed Forces;
- welfare assistance (if shelter and utilities are specifically designated)

**Note:**

**If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a re-determination at the end of the shorter period.**

**Participants that receive lump-sum payments that are included as income and fall in the categories listed above, must report the income to the HA by the 25<sup>th</sup> of the month in which it occurs.**

**Unreported Income: If a Section 8 participant fails to report changes in income, the participant may be found guilty of fraud. If the act is determined by the HA to be intentional, the participant will be obligated to pay the applicable portion of the rent for any and all unreported income. If the unreported income was unintentional by the participant, the participant will be billed the amount due the HA. If the payment cannot be made in one payment, the tenant may request the HA to approve a repayment schedule. Any repayment agreement must be in writing and signed by the participant and a HA representative.**

11. Applicant: (applicant family) A family that has applied for admission to a program, but is not yet a participant in the program.
12. BAN & BAR – The method of prohibiting persons from entering ALL HA property for committing or threatening to commit actions as defined in the Ban & Bar Policy.
13. Budget Authority: An amount authorized and appropriated by Congress for payment to HA's under the program. For each funding increment in a HA program, budget authority is the maximum amount that may be paid by HUD to the HA over the ACC term of the funding increment.
14. Child: A member of the family, other than the family head or spouse, who is under eighteen (18) years of age.
15. Child Care Expenses: Child Care Expenses are amounts anticipated to be paid by the family for the care of children under thirteen (13) years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to **actively seek employment**, be gainfully employed, or to further his/her education and only to the extent such amounts are not reimbursed. In the case of childcare necessary to permit employment, the amount deducted must be verified and reflect reasonable charges and shall not exceed the amount of income received from such employment. The HA will not normally determine child care expenses as necessary when the household contains an additional unemployed parent who is physically capable of caring for the children. An example of an exception may be an unemployed parent that is not capable of caring for a child because of some type of disability and/or handicap. The head of household must document the disability/handicap that prevents the parent from providing childcare.

**Note:**

**In the event that both parents are working, the HA will make allowable determinations due to circumstances on a case by case basis.**

16. Child Custody: An applicant/participant family who does not have full custody of child/children may only claim a child as a dependent by the following:
  - A. The applicant/participant must have custody of the child, which is defined as 183 days per year, which do not have to run consecutively.
  - B. The applicant/participant must provide sufficient evidence that the child will reside with the Section 8 participant.

**Note:**

**The same child cannot be claimed by more than one applicant.**

17. Citizen: A citizen or national of the United States.
18. 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 Section 8 program.
19. Contract Authority: The maximum annual payment by HUD to a HA for a funding increment.

20. Dependent: A member of the family (except foster children and foster adults), other than the head or spouse, who is under eighteen (18) years of age, or is a person with a disability, or is a full-time student. An unborn child shall not be considered a dependent.
21. Disabled Person: (See "Handicapped Person")
22. Displacement Due To Domestic Violence Or Reprisals Of Hate Crimes: An applicant family who has vacated, or is currently residing and needs to vacate a unit due to exposure to Domestic Violence or Reprisals of Hate Crimes. These preferences will be granted by the Executive Director or his or her designee and will require documentation from assisting agencies or police departments.

**NOTE:**

**At NO TIME will the perpetrator of such acts be allowed to live with the assisted resident.**

23. Domicile: The legal residence of household head or spouse as determined in accordance with State and local law.
24. Drug-Related Criminal Activity: Term means:
  - A. Drug-trafficking, which is: The illegal manufacture, sale or distribution, or the possession with intent to manufacture, sell or distribute, of a controlled substance (as defined in section 102 of the controlled substances act (21 U. S. C. 802), or
  - B. 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)
25. Elderly Family: A family whose head or spouse or whose sole member is at least sixty-two (62) years of age; sixty-two (62) years of age and disabled; or handicapped and may include two or more elderly, elderly and disabled or handicapped persons living together; or one or more such persons living with another person who is determined to be essential to his or her care and well being.
26. Elderly Person: A person who is at least sixty-two (62) years of age.
27. Evidence of Citizenship or Eligible Immigration Status: The documents that must be submitted to evidence citizenship or eligible immigration status (Reference CFR 5.508(b)).
28. Fair Market Rent (FMR): The rent, including the cost of utilities (except telephone), that would be required to be paid in the housing market area to obtain privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs for existing housing are established by HUD for housing units of varying sizes (number of bedrooms), and are published in the Federal Register in accordance with 24 CFR, part 888.
29. Familial Status: A single pregnant woman and individuals in the process of obtaining custody of any individual who has not attained the age of eighteen (18) years are processed for occupancy the same as single persons (Reference Federal Register published February 13, 1996, pages 5,662 and 5,663). In Section 11 "Reinventing Parts 812 and 912 of the Federal Register states:

"The April 10, 1992 proposed revisions to parts 812 and 912, which concern section 5(b) of the Fair Housing Amendments Act of 1988 (FHAA) and the treatment of single, pregnant women obtaining custody, are not included in this final rule. The statutory prohibition against housing discrimination towards such persons is sufficiently clear and enforceable. Since the percentage limit for occupancy by single persons (which could have been used to mask instances of discrimination against persons in these protected classes) has been eliminated, it is no longer necessary to distinguish persons in the FHAA-protected classes from other single persons."

Therefore, a single pregnant woman and individuals in the process of obtaining custody of any individual who has not attained the age of eighteen (18) years are processed for occupancy the same as single persons and only entitled subsidy for a zero or one-bedroom family unit size.

30. Family: (See Below) The term "family" as used in this policy means:

- A. Two or more persons related by blood, marriage, or by operation of law. 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); who live regularly together as a single household in the dwelling unit. By definition, a family must contain a competent adult of at least eighteen (18) years of age or sixteen (16) years of age and married or has been married to enter into a contract and capable of functioning as the head of the household.
- B. An elderly family;
- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a resident family (Refer Definition No. 88); and
- G. A single person who is not elderly or displaced person, or a person with disabilities.
- H. In accordance with 982.201 (3) the Housing Authority shall determine if any other group of persons qualify as a family.

**Note:**

**Housing assistance limitation for single persons. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a resident family may not be provided (for tenant-based assistance) housing assistance for which the family unit size exceeds the one bedroom level (Ref. 982.207 Housing assistance limitation for single persons, published in the Federal Register on 2/13/96).**

**The rule does not prohibit a single person from residing in a larger unit (2 or more bedrooms) with the amount of subsidy for a zero or one-bedroom family unit size. The limit is on the amount of subsidy paid NOT the SIZE of the UNIT.**

31. Family Share: The portion of rent and utilities paid by the family.
32. Family Unit Size: The appropriate number of bedrooms for a family. Family unit size is determined by the HA under the HA subsidy standards.
33. Foster Children: With the prior written consent of the HA and the owner, a foster child may be added as a Section 8 participant. The factors considered by the HA in determining whether or not consent is granted may include:
  - A. Whether the addition of a new occupant may require the issuance of a new voucher, and whether such documents are available.
  - B. The Section 8 landlord's obligation to allow reasonable accommodation for handicapped persons.
34. FRAUD: A single act or pattern of actions that:
  - A. Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead; and
  - B. Results in payment and/or benefits that would not have otherwise been received.
35. Full Time Student: A member of a family who is carrying a subject load that is considered full-time for students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with diploma, as well as an institution offering a college degree. Verification will be supplied by the attended educational institution.
36. Funding Increment: Each commitment of budget authority by HUD to a HA under the consolidated ACC for the HA program.
37. Gross Rent: The sum of the rent to owner plus any utility allowance.
38. Handicapped Assistance Expense: Reasonable expenses that are anticipated, during the period for which Total Annual Family Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled family member and that are necessary to enable a family member (including the Handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.
39. Handicapped Person and/or Disabled Person: A person having a physical or mental impairment which:
  - A. Is expected to be of long-continued and indefinite duration,
  - B. Substantially impedes his/her ability to live independently; and
  - C. Is of such a nature that such disability could be improved by more suitable housing conditions.

**Note:**

**All three conditions must be met to qualify as handicapped.**

**A person who is disabled as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 USC 6001(7)), or is handicapped as defined below:**



- D. Section 223 of the Social Security Act defines disability as:
- (1) "inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months; or
  - (2) in the case of any individual who has attained the age of fifty-five (55) and is blind (within the meaning of "blindness" as defined in Section 416(1)1 of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."
- E. Section 102(5) of the Development Disabilities Services and Facilities Construction Amendments of 1970 defines disability as:
- "A disability attributable to mental retardation, cerebral palsy, epilepsy or another neurological condition of an individual found by the Secretary (of Health and Human Resources) to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age eighteen (18), which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to such individual."
- F. No individual shall be considered to be a person with a disability for purposes of eligibility for Federally Assisted programs solely on the basis of any drug or alcohol dependency.
40. Hazardous Duty Pay: Pay to a family member in the Armed Forces away from home and exposed to hostile fire.
41. Head of Household The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. Also, the head of household is primarily responsible and accountable for the family, particularly in regard to lease obligations.
42. Housing Authority (HA): 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.
43. Housing Assistance Payment (HAP): The monthly assistance payment by the HA consisting of:
- A. payment to the landlord for rent as stated in the family's lease.
  - B. An additional payment to the family if the total assistance payment exceeds the rent to landlord. Additional payment is called a "utility reimbursement". The HA may elect to pay the appropriate amount directly to the utility provider.
44. Housing Assistance Payment (HAP) Contract: A written contract between a HA and an owner, in the form prescribed by HUD, in which the HA agrees to make housing assistance payments to the owner on behalf of an eligible family.

45. Housing Quality Standards (HQS): The HUD minimum quality standards for housing assistance under the tenant-based programs.
46. HUD: Housing & Urban Development:
47. HUD Requirements: HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.
48. Income Exclusions:
  - income from employment of children (including foster children) under eighteen (18) years of age;
  - payments received for the care of foster children or foster adults;
  - lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses (except as provided above);
  - amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
  - income of a live-in aide (as defined in 24 CFR 5.403);
  - the full amount of student financial assistance paid directly to the student or to the educational institution;
  - the special pay to a family member serving in the Armed Services who is exposed to hostile fire;
  - amounts received under training programs funded by HUD;
  - 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;
  - amounts received by a participant in other publicly assisted programs which are publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
  - amounts received under a resident service stipend (not to exceed \$200 a month) for performing a service for the HA or owner, on a part-time basis, that enhances the quality of life in the development;
  - 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;
  - temporary, nonrecurring, or sporadic income, including gifts;

- 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;
- earnings in excess of \$480 for each full-time student eighteen (18) years or older (excluding head of household or spouse);
- adoption assistance payments in excess of \$480 per adopted child;
- deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts;
- 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;
- 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;
- amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. (see below)

**The following is a list of benefits excluded by other Federal Statute as of April 20, 2001 (Federal Register Vol. 66, No. 77):**

- The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b));
- Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044 (g), 5088);

*Examples of programs under this Act include, but are not limited to:*

- the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
- National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Programs, and Special Volunteer Programs;
- Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
- Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626 (c));
- Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624 (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);
- Income derived from the disposition of funds in the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04);
- The first \$2,000 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 \$2,000 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);
- Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087 uu);

*Examples of Title IV programs include, but are not limited to:*

- Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.
- Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 (f)).

*Examples of programs under this act include, but are not limited to:*

- Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.
- Payments received 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.));
- Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- 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);

- 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
  - Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).
49. Infant: A child under the age of two (2) years.
  50. Initial Contract Rent: The contract rent at the beginning of the initial lease term.
  51. Initial HA: In portability, the term refers to both:
    - A. A HA that originally selected a family that subsequently decides to move out of the jurisdiction of the selecting HA.
    - B. A HA that absorbed a family that subsequently decides to move out of the jurisdiction of the absorbing HA.
  52. Initial Lease Term: The initial term of the assisted lease. The initial lease term must be for at least one year.
  53. Initial Payment Standard: The payment standard at the beginning of the HAP contract term.
  54. Initial Rent to Owner: The rent to owner at the beginning of the initial lease term.
  55. Interim Re-determination of Rent: Changes of rent between admissions and reexaminations and the next succeeding reexamination.
  56. INS: The U. S. Immigration and Naturalization Service.
  57. Jurisdiction: The area in which the HA has authority under State and local law to administer the program.
  58. Lease: A written agreement between an owner and a resident for the leasing of a dwelling unit to the resident. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the HA.
  59. Lease Addendum: In the lease between the resident and the owner, the lease language required by HUD.
  60. Live-in Aide: A person who resides with an Elderly, Disabled, or Handicapped person or persons and who:
    - A. Is determined by the HA to be essential to the care and well-being of the person(s),
    - B. Is not obligated for support of the person(s),
    - C. Would not be living in the unit except to provide supportive services. The income of a Live-in-aide that meets these requirements is not included as income to the resident family; and,
    - D. A Live-in-Aide must be approved, in advance, by the HA.

61. Low-Income Family: A family whose Annual Income does not exceed eighty (80%) percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families. (Section 982.201(b) describes when a low-income family is income-eligible for admission to the certificate or voucher program).
62. Manufactured Homes: A Manufactured structure that is built on a permanent chassis that is designed for use as a principal place of residence, and meets the HQS.
63. 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.
64. Medical Expense: Those necessary 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. Medical expenses, in excess of three percent (3%) of Annual Income, are deductible from income by elderly family or a family including a handicapped or disabled member.
65. Minimum Rent: The HA has the discretion to establish the "minimum rent" from \$0 up to \$50. The minimum rent established by this HA is \$50.
66. Minimum Rent Hardship Exemptions: The Policy established by the HA which provides exceptions to the minimum rent in special instances.
67. Minor: A "minor" is a person under eighteen (18) years of age. Provided, that a married person, or person who has been married at sixteen (16) years of age or older shall be considered to be of the age of majority. (An unborn child may not be counted as a minor.)
68. Mixed Family: A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.
69. Monthly Adjusted Income: One-twelfth of Adjusted Annual Income.
70. Monthly Income: One-twelfth of Annual Income. For purpose of determining priorities based on an applicant's rent as a percentage of family income, family income is the same as monthly income.
71. Net Family Assets: Net Family Assets means the net cash value after deducting reasonable costs that would be incurred in disposing of real property, checking and savings accounts, stocks, bonds, cash on hand, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.) In determining Net Family Assets, this HA shall include the value of any business or family assets disposed of by an applicant or Resident for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two (2) 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 Resident receives important consideration not measurable in dollar terms.
72. Non-citizen: A person who is neither a citizen nor national of the United States.
  73. Owner: Any person or entity with the legal right to lease or sublease a unit to a participant.
  74. Participant: A family that has been admitted to the HA program, and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the HA for the family.
  75. Payment Standard: The maximum subsidy payment for a family (before deducting the family contribution). The HA sets a payment standard in the range from eighty (80%) percent to one-hundred (100%) percent of the current FMR rent limit.
  76. Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial HA.
  77. Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.
  78. Reasonable Rent: A rent to owner that is not more than either:
    - A. Rent charged for comparable units in the private unassisted market; or
    - B. Rent charged by the owner for a comparable unassisted unit in the building or premises. The HA will determine the reasonableness of rent in relation to the geographical location, quality, and amenities. Each lease disapproved due to rent that is not reasonable will be documented in the participants file.
  79. Receiving HA: When a tenant/family takes a voucher to another HA (portability), the HA that receives a family selected for participation in the tenant-based program of another HA. The receiving HA issues a voucher, and provides program assistance to the family.
  80. Recertification: Recertification, or reexamination, is the process of securing documentation, which indicates that residents meet the eligibility requirements for continued occupancy.
  81. Re-examination Date: The date on which any rent change is effective or would be effective if required as a result of the annual re-examination of eligibility and rent.
  82. Remaining Member of the Resident Family. The person(s) of legal age remaining in the subsidized unit after the person(s) who signed the certificate or voucher has left the premises, other than by eviction, who may or may not normally qualify for assistance on their own circumstances. An individual must have received housing subsidy under the program to which he/she claims head of household status for one year before becoming eligible for Section 8 subsidy as a remaining family member. This person must complete forms necessary for Section 8 assistance within ten calendar days from the departure of the leaseholder and may remain in the unit for a reasonable time (note more than sixty (60) calendar days for the date individual request head of household status) pending the verification and hearing process. This person must, upon satisfactory completion of the verification process, then execute all required Section 8 subsidy documents and cure any

monetary obligations in order to maintain assistance. In the event that the HA declares a person ineligible for remaining member status, such person is entitled to an informal hearing. The informal hearing process is described in Section XI of this policy.

83. Rent to Owner: The total monthly rent payable by the family to the owner under the lease for the unit. Rent to Owner is payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.
84. Set-Up Charges: In a manufactured home space rental, charges payable by the family for assembling, skirting and anchoring the manufactured home.
85. Single Person: A person who lives alone or intends to live alone, and who does not qualify as an elderly family or a displaced person, or as the remaining member of a resident family.
86. Spouse: A spouse is the legal husband or wife of the head of the household.
87. Subsidy Standards: Standards established by a HA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and composition.
88. Suspension: A temporary cessation of the term of a family's voucher on the date that the HA receives the request for lease approval by the family (See also Section XIII. 3, E (1)).
89. Temporarily Absent Family Members: Any person(s) on the lease that is not living in the household for a period of more than thirty (30) days, but less than ninety (90) days, is considered temporarily absent
90. Tenant: The person(s) (other than a live-in aide) who executes the lease as lessee of the dwelling unit. Also known as "resident".
91. Tenant-Based: Rental assistance that is not attached to the structure.
92. Tenant Rent: The actual amount due, calculated on a monthly basis, under a lease or occupancy agreement between a family and the family's current landlord. The resident payment is the amount the resident pays toward rent and allowance for utilities. To arrive at tenant rent, the utility allowance is subtracted from total tenant payment or minimum rent. If the utility allowance is greater than the total tenant payment or minimum rent, the resident rent is \$50 and there is a utility reimbursement payment (URP). The URP is the difference between the total tenant payment or minimum rent and the utility allowance.
93. Thirty Percent (30%) of Median Income Family: A family whose income is thirty (30%) percent or less than the area median as defined by HUD.
94. Total Tenant Payment (TTP): The TTP for must be at least \$50, which is the minimum rent established by the HA.

The TTP must be the greater of:

- (1) Thirty (30%) percent of family monthly adjusted income;
- (2) Ten (10%) percent of family monthly income;

Voucher families will pay the owner the difference between the monthly rent to owner and the housing assistance payment. Voucher families will also pay the cost of tenant-furnished utilities under the lease.



95. Utilities: Utilities may include water, electricity (including air conditioning if applicable See CFR 982.517), gas, sewage services and, where applicable, trash and garbage collection.
96. Utility Allowance: The utility allowance, if any, determined for the Section 8 program.
97. 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 or sewer line.
98. Utility Reimbursement Payment (URP): Utility Reimbursement Payment is the amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment or minimum rent for the family occupying the unit.
99. Very Low-Income Family: A family whose annual income does not exceed fifty (50%) percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than fifty (50%) percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.
100. Violent Criminal Activity: Any illegal criminal activity involving the use, attempted use, or threatened use of physical force against the person or property of another.
101. Voucher: A document issued by a HA to a family selected for admission to the voucher program. The voucher describes the tenant obligations, program and the procedures for HA approval of a unit selected by the family.
102. Voucher Holder: A family holding a voucher with un-expired search time.
103. Wage Earner: A person in a gainful activity who receives any wages. Said wages or pay includes all types of employee compensation including salaries, vacation allowances, tips, bonuses, commissions and unemployment compensation, also called "Worker."
104. 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.

## **SECTION V. APPLYING FOR ASSISTANCE**

1. How to Apply:
  - A. Families wishing to apply for housing assistance shall complete an application for public housing assistance in person.
  - B. Applications will be accepted at the following location during posted times: 469 S. 5<sup>th</sup> Street, Salina, Kansas.
  - C. Applications are taken to compile a waiting list. Due to the demand for housing in the HA's jurisdiction, the HA may take applications on an "open enrollment" basis, depending on the length of the waiting list.
  - D. Completed applications will be accepted for all applicants and the information will be verified by the HA.
  - E. Date and time of application is valid after verification, completion and acceptance of the application.

- F. Individuals who have a physical impairment which would prevent them from completing an application in person may call the HA to make special arrangements to complete their application.
  - G. Individuals living out of town may request that an application be mailed to them. The returned application is date and time stamped upon receipt.
2. Closing of Application Taking: If the HA is taking applications, the HA may suspend the taking of applications if the waiting list is such that additional applicants would not be able to be housed within the next twelve (12) month period.
  3. Opening of Application Taking: When the HA decides to start taking applications the following procedures will be followed:

**Note:**

**The HA will make known to the public through publication in a newspaper of general circulation, minority media, and other suitable means the availability and nature of housing assistance for eligible families.**

- A. The HA will publish the date applications will be accepted and the location where applications can be completed.
  - B. State that applicants for Section 8 assistance must specifically apply for Section 8 assistance; and those applicants for Section 8 assistance may also apply for to Public Housing and they will not lose their place on the Section 8 Housing waiting list if they do apply for Public Housing.
  - C. To reach persons who cannot read the newspapers, the HA may distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.
4. Application Period (Dates): The application taking closing date may be determined administratively at the same time that the HA determines to open enrollment. The open enrollment period shall be long enough to allow enough applicants as required by the projected turnover and the number of Section 8 Housing Vouchers allocated.

**SECTION VI. MISSED APPOINTMENTS FOR APPLICANT OR PARTICIPANT**

1. Missed Appointment Without Notification: An applicant or person receiving assistance who fails to keep an appointment without notifying the HA and without re scheduling the appointment shall be sent a notice of termination of the process or assistance for failure to supply such certification, release of information or documentation as the HA or HUD determines to be necessary (or failure to allow the HA to inspect the dwelling unit at reasonable times and after reasonable notice, if applicable) in the following situations:
  - A. Bringing in verification information
  - B. Program briefing
  - C. Leasing signature briefing
  - D. HQS inspections
  - E. Recertification

- F. Other appointments or requirements to bring in documentation as listed in this plan
- 2. Process when Appointment(s) are Missed: For most of the functions above, the family may be given two appointments. If the family does not appear or call to reschedule the appointment(s) required, the HA may begin the termination process. If applicable the applicant or participant will be given an opportunity for an informal review or hearing.
- 3. Letters Mailed to Applicants by the HA: If an applicant claims they did not receive a letter mailed by the HA, the HA will determine whether the letter was returned to the HA. If the letter was not returned to the HA, the applicant will be assumed to have received the letter. If the letter was returned to the HA and the applicant can provide evidence that they were living at the address to which the letter was sent, the applicant will be reinstated with the date and time of the application in effect at the time the letter was sent.

**Note:**

**Applicants must notify the HA, in writing, if their address changes during the application process. If mail is returned by the Post Office, applicant will automatically be removed from the list (for exceptions, see 3 above).**

**SECTION VII. MISREPRESENTATION AND FRAUD BY THE APPLICANT OR PARTICIPANT**

A. Misrepresentation and Fraud

- 1. If an applicant or Section 8 participant is found to have made willful misrepresentations at any time, the applicant will be declared ineligible and the lease and/or application will be terminated. The applicant/tenant will not be eligible to reapply for housing assistance for one (1) year from the date of termination.
  - 2. If such misrepresentation results in the resident receiving benefits that they would not have otherwise received, it is considered Fraud. The resident shall be required to pay the difference between the actual payments and the amount which should have been paid. If the resident fails to repay the amount owed, the tenancy shall be terminated. If Fraud was committed; the resident will not be eligible to reapply for housing assistance for five (5) years. In justifiable instances, the HA may take such other actions as it deems appropriate, including referring the resident to the proper authorities for possible criminal prosecution.
- B. One time warning: - The HA takes misrepresentation and non-timely reporting of income or family status very seriously. The first time the SHA determines upon verification that the participant either failed to report the income by the 25<sup>th</sup> day of the month in which the change occurred (non-timely), then a One Time Warning will be issued. Along with this warning a repayment agreement to recoup any over payment made by the HA will be issued. After this warning any other non-reporting of income or family status will result in termination from the program.

**SECTION VIII. SECTION 8 ELIGIBILITY CRITERIA**

1. Eligibility: All individuals who are admitted to the Section 8 Program in the HA must be individually determined eligible under the terms of this plan. In order to be determined eligible, an applicant must meet the following requirements:
  - A. The applicant family must qualify as a family as defined in Section IV.
  - B. The applicant family's Annual Income as defined in Section IV, must not exceed income limits established by HUD for the Section 8 Programs.
  - C. Head of Household must be:
    - (1) Eighteen (18) years of age or older,
    - (2) Sixteen (16) years of age and married or has been married, or
    - (3) A person that has been relieved of the disability of non-age by a juvenile court (Emancipated Minor).
2. Ineligible: Applicants are not automatically determined eligible to receive federal assistance. An applicant will not be offered Section 8 assistance if they fail to meet HUD criteria or policies of the HA.
3. Informed of Ineligibility: If the applicant has failed to meet any outstanding requirements for eligibility and is determined ineligible, he/she will be so informed of the reasons stated in writing and notified of their right to grieve, if applicable, in accordance with the Grievance Procedure.
4. Declaration of Citizenship: The HA may not provide assistance to nor make financial assistance available to a person other than United States citizens, nationals, or certain categories of eligible non-citizen in HUD's assisted housing programs. Rent will be calculated in accordance with HUD regulations, which will base rent on a percentage of eligible family members.
5. Adding a Person to the Program: Once an applicant becomes a participant in the HA's tenant-based program, the head of household must request permission from the Executive Director and the owner to add another person to the program. (Except for birth, adoption or court-awarded custody of a child). The person being added must meet all eligibility requirements before the Executive Director will approve any addition to the tenant-based program.

## **SECTION IX VERIFICATION AND DOCUMENTATION**

Families are required to provide Social Security Numbers for all family members prior to admission, if they have been issued SSN by the Social Security Administration. All members of the family defined above must either:

1. Submit SSN documentation.
2. Verification will be done through the providing of a valid Social Security card issued by the Social Security Administration.

The HA will accept copies of the Social Security card only when it is necessary for the HA to verify by mail the continuing eligibility of participating families.

If an applicant or tenant cannot provide his or her Social Security card, other documents listed below showing his or her Social Security Number may be used for verification. He or she may

be required by the HA to provide one or more of the following alternative documents to verify his or her SSN, until a valid Social Security card or verification from the Social Security office can be provided. These documents include:

- Driver's license that displays the SSN.
- Identification card issued by a Federal, State or local agency
- Identification card issued by an employer or trade union
- Identification card issued by a medical insurance company
- Earnings statements or payroll stubs
- Bank statements
- IRS Form 1099, or W-2 Form
- Benefit award letters from government agencies
- Medicaid Cards
- Unemployment benefit letter
- Retirement benefit letter
- Life insurance policies
- Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records
- Verification of Social Security benefits with the Social Security Administration

**Note:**

**If the HA verifies Social Security benefits with the Social Security Administration, the acceptance of the SSN by the Social Security Administration may be considered documentation of its validity. Applicants may not become participants until the documentation is provided and verified. The applicant will retain their position on the waiting list during this period. The applicant will be given a reasonable time, subject to the circumstances, to furnish the documentation before losing their place on the waiting list and the time may be extended, if such circumstance requires an extension. The decision will be made by the Executive Director and documented, in writing, and placed in the applicant's file.**

1. Employer Identification Number (EIN) and applicable consent form.
2. Additional Documentation that **may be** required in determining eligibility:
  - ◆ Temporary Assistance for Needy Families (TANF)
  - ◆ Birth Certificate or Drivers License that displays the date of Birth and/or form(s) that are issued by a Federal, State, City or County Agency that displays the date of Birth.

- ◆ Child Care Verification
- ◆ Employer's Verification
- ◆ Social Security Benefits
- ◆ Assets Verification
- ◆ Bank Accounts: Checking Accounts and Saving Accounts etc.
- ◆ Marriage Certificate: If a marriage certificate is not available the following information is acceptable:
  - \* Drivers License that displays the same addresses and last names
  - \* Federal Tax Forms that indicate that the family filed taxes as a married couple during the last tax reporting period.
- ◆ Other acceptable forms of documentation of marriage would include any document that has been issued by a Federal, State, City or County Government and indicates that the individuals are living as a married couple. Couples that are considered married under common law can provide the same information, as listed above, to document that they are living together as a married couple.
- ◆ Police Report(s), Sheriff Report(s), KBI Check.
- ◆ Current reports from drug treatment centers or facilities Supplemental.
- ◆ Social Security Income (SSI) Benefits Unemployment Compensation.
- ◆ VA Benefits.
- ◆ Documentation to support medical expenses.
- ◆ Any other reasonable information needed to determine eligibility may be requested by the HA.

**Note:**

**For the purposes of this plan, if a member of the current family has committed acts of fraud or has an arrest record, including a drug or violence related arrest, that reflects that the family member may be a danger to the health, safety, or welfare of the community then that person will not be allowed to be a participant on the program. The HA shall prohibit assistance to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program. The HA shall also prohibit assistance to any household that includes any individual who has been convicted of producing or manufacturing Methamphetamine in a HUD subsidized unit.**

**Individuals, who have been evicted from any housing complex for engaging in criminal activities, including drug-related or violent criminal activities may be denied assistance.**

1. Separation with Children: Separation means the ending of co-habitation by mutual agreement. If an applicant/participant is separated from a person and has children by that person or former spouse, applicant/participant must provide at least one of the verifications listed below:

- A. A FINAL divorce decree. Applies to individuals who are divorced and not separated and is the only documentation accepted for individuals that are divorced.
- B. Receiving court-ordered child support from former spouse.
- C. Verification that applicant is pursuing child support through Department of Human Resources, Child Support Unit or Circuit Clerks Office.
- D. Receiving TANF through the Department of Human Resources for former spouse's children.
- E. A notarized statement from current landlord (not family) verifying that the current landlord knows that the applicant and spouse have not lived together for the last six (6) months or more.
- F. Income tax statements from both husband and wife indicating both filed income taxes separately the last year and that they filed from different addresses.
- G. Written statement from a lawyer that applicant has filed suit for divorce.
- H. Food stamp verification.

**NOTE:**

***Only if none of the above verification can be supplied, a Notarized Statement by the client will be accepted.***

- 2. Separation - No Children: If applicant/participant is separated from a person and has no children by that person, applicant/participant must provide at least one of the verifications listed below:
  - A. A FINAL divorce decree. Applies to individuals who are divorced and not separated and is the only documentation accepted for individuals that are divorced.
  - B. A notarized statement from current landlord (not family) verifying that the current landlord knows that the applicant and spouse have not lived together for the last six (6) months or more.
  - C. Income tax statements from both husband and wife indicating both filed income taxes separately the last year and that they filed from different addresses.
  - D. Written statement from a lawyer that applicant has filed suit for divorce.
  - E. Food Stamp Verification.

**NOTE:**

***Only if none of the above verification can be supplied, a Notarized Statement by the client will be accepted.***

3. Criminal Records Management Policy: The HA shall request a check for criminal history for an applicant or resident.

Before the HA takes any adverse action based on a criminal conviction record, the HA or its Agents must give the applicant or resident the opportunity to view the criminal record and an opportunity to dispute the accuracy or relevancy of the record. Grievance Procedure as posted will be followed if applicable.

The HA will keep all criminal records received confidential and not misse or improperly disseminate the information. Criminal records of any adult applicant/resident which are used as the basis of denying tenancy or eviction are confidential and shall not be disclosed to any person or entity other than for official use or for use in court proceedings. The term "adult" is defined as a person who is eighteen (18) years of age or older, or who has been convicted of a crime as an adult under any Federal, State, or tribal law. Said records shall be maintained in separate files and shall be kept in a locked, secure location. Access shall be limited to those employees approved by the Executive Director.

Records shall be destroyed once action is taken and any grievance procedure or court proceeding is completed. A notice of record destruction shall be maintained in a separate file.

The HA will work through their local law enforcement agencies to obtain information.

## **SECTION X. GROUNDS FOR DENIAL OR TERMINATION OF ASSISTANCE**

1. Denied Admission: The HA may deny an applicant admission to participate in the Section 8 Program or, with respect to a current participant, may close the voucher, refuse to issue another Voucher for a transfer, approve a new lease, or execute a new Contract for the Section 8 participant, if the applicant or participant: (Ref. 24 CFR 982.552).
  - A. Owes rent, other amounts, or judgments to any HA or any other federally subsidized housing program.

### **Note:**

**Re-paying funds that are due does not necessarily qualify an applicant for housing assistance. Such payments will be considered along with other factors in the application process. Any money owed to a HA which has been discharged by bankruptcy shall not be considered in making this determination.**

- B. Previously been evicted from Public Housing or Section 8.
- C. Has violated any Family obligation listed on the certificate or voucher.
  - (1) Engage in drug-related criminal activity or violent criminal activity, including criminal activity by any family member. (Reference 24 CFR 982.553(a).
  - (2) The HA may deny or terminate, if the preponderance of evidence indicates that a family member has engaged in such activity, regardless of whether the family member has been arrested or convicted.
- D. Breaches a repayment agreement to the HA and/or owner.



- E. Committed acts that would constitute fraud in connection with and/or has been evicted from any federally assisted housing program.
- F. Did not provide information required within the time frame specified (the applicable dates are contained in the letters from the HA to the applicant/resident).
- G. The HA shall deny the admission of a family, if the applicant, or any member of the applicant's family does not sign and submit consent forms that are provided by the HA for the purpose of verifying employment and income information.
- H. The applicant or participant family must properly complete all application requirements, including verifications. Misrepresentation of income, family composition or any other information affecting eligibility will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the assistance will be terminated for such misrepresentation, and could be considered fraud by the United States Government.
- I. If the applicant is a former Public Housing or Section 8 participant who vacated the unit in violation of program requirements, the applicant may be declared ineligible.
- J. If the HA determines that a person 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 HA may waive this requirement if.
  - (1) The person demonstrates to the HA'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.

Documentation must be provided for J. 1-4
- K. If the applicant has ever displayed hostile behavior or threatened physical violence against any HA staff or community member.

**NOTE:**

**The above list is not intended to be all-inclusive. Applicants may be denied admission (or residents tenancy terminated) if the HA has reason to believe that the conduct of the applicant or resident has been such as would be likely to interfere with other residents in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety, or welfare or to affect adversely the physical environment or the financial stability of the project if the applicant were admitted to the project.**

- 2. Notification of Denial: If an applicant is denied admission, the HA will notify the applicant, in writing, of its determination. Grievance Policy as posted will be adhered to if applicable.

3. Time Frames for Denial: As a general rule applicants may be denied admission to the Section 8 Programs for the following time frames, which shall begin on the date of denial, or termination, whichever is later, unless otherwise provided for herein below:

A. Denied admission for one (1) year for:

- Misrepresentation
- Past rental record.
- History of not meeting financial obligations including rent.
- Bad housekeeping habits, in and outside the unit.
- Damages.
- Disturbances.
- Unauthorized persons residing in the unit.
- Any Violation of Tenant Obligations (unless specifically stated below).
- An arrest due to an incident involving violence or crimes to persons or property.

B. Denied admission for three (3) years for the following:

- Persons evicted from public housing, Indian Housing, Section 8, or Section 23 programs because of drug-related criminal activity are ineligible for admission to public housing for a three-year period beginning on the date of such eviction.

**NOTE:**

**The HA can waive this requirement if the person demonstrates to the HA's satisfaction successful completion of a rehabilitation program approved by the HA, or the circumstances leading to the termination of tenancy no longer exist.**

C. Denied admission for five (5) years for the following:

- (1) Fraud (giving false information on the application or recertification documents which resulted in receiving benefits that would not have otherwise been received).
- (2) The applicant/resident displayed hostile behavior or threatened a HA staff, neighbor or community member, **OR** an arrest or conviction record that indicates that the applicant may be a threat and/or negative influence on other residents. The five (5) years shall begin on completion of sentence and/or probation period.
- (3) Any applicant/resident who intentionally damaged any federally assisted housing through either vandalism or neglect.

D. Denied admission for ten (10) years for a conviction of Drug Trafficking.

- E. Denied admission for life to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.
- F. Denied admission for life to any applicant who has been convicted of manufacturing or producing Methamphetamine on the premises as defined by HUD in any federally assisted housing.
- G. Denied life if on the HA Ban & Bar list or allowed someone who is on the list entry to HA property.

**NOTE:**

**As noted above these time frames are only guidelines and the HA may deny admission (or issue eviction) to any individual whose behavior may adversely affect the health, safety or welfare of other residents, staff, persons in the community, premises, or unit.**

**SECTION XI. INFORMAL REVIEW**

Applicant Informal Review: The HA must give an applicant prompt notice of a decision denying assistance to the applicant. The notice must contain a brief statement of the reasons for the HA decision. The notice must also state that the applicant may request an informal review of the decision, if applicable, in accordance with the Grievance Procedure.

**SECTION XII. SECTION 8 APPLICANT SELECTION PROCESS**

1. Housing Voucher Selection and Participation Process:
  - A. Equal Opportunity: The Fair Housing Act makes it illegal to discriminate on the basis of race, color, religion, sex, handicap, familial status and national origin. This HA shall not deny any family the opportunity of applying for a Housing Voucher.
  - B. Selection Process: Participants shall be selected from among eligible applicants on the waiting list. A Section 8 participant is responsible for finding an existing housing unit suitable to the holder's needs and desires (Reference 24 CFR 982.353, Where family can lease a unit).
2. Organization of the Waiting List: The HA waiting list must contain the following information for each applicant listed:
  - A. Applicant names;
  - B. Family unit size (number of bedrooms for which family qualifies under HA occupancy guidelines);
  - C. Date and time of application;
  - D. Local Preference, if applicable.
3. Order of Selection from the Waiting List:
  - A. When a Housing Voucher is available, the HA will select the family at the top of the waiting list in accordance with Section XII, 2 above. The order of admission from the waiting list **MAY NOT** be based on family size, or on the family unit

size for which the family qualifies for under the HA occupancy guidelines. If the HA does not have sufficient funds to subsidize the family unit size of the family at the top the waiting list, the HA **MAY NOT** skip the top family to admit an applicant with a smaller family unit size. Instead, the family at the top of the waiting list will be admitted when sufficient funds are available.

- B. Provided, however, the provisions of the De-concentration Rule, contained within this policy, shall supercede the selection of applicants based on date and time and local preference points, if applicable, and allow the HA to skip families on the waiting list to accomplish this goal.
  - C. For every Fiscal Year, each HA shall reserve a percentage of its new admissions for families whose incomes do not exceed thirty (30%) percent of the area median income. The goal for the Section 8 Program is seventy-five (75%) percent of new admissions. In meeting the new admissions goals, the HA's is required to avoid concentrating very low income families.
4. Maintaining the Waiting List: The HA will remove an applicants name from the waiting list for the following:
- A. Failure to respond to HA's request for information or updates.
  - B. Refusal of the HA's offer of tenant based assistance.
  - C. When mail sent by the HA is returned by the Post Office.
5. Procedure for Removing an Applicants Name from the Waiting List. The applicant will be notified by the HA, in writing, the reason for their removal from the waiting list, with the exception of those situations referenced in 4 of this section. (Any notice of response sent to the resident will always notify applicant that their name will be removed if they do not respond or comply) Posted Grievance Procedures will be followed if applicable. If an applicant's failure to respond to a request from a HA for information or updates was caused by the applicant's disability, the HA will provide reasonable accommodations upon request.
6. Verification of Preference (timing), if applicable: At the time of application, initial determinations of an applicant's entitlement to the Local Preference of Displacement due to Domestic Violence or Homeless status may be made on the basis of documentation. Verification of this preference for Domestic Violence is provided from a certified domestic violence shelter in which the applicant is currently residing or receiving assistance from, or from the local law enforcement. For displacement due a Homeless status the applicant must prove successful completion from a certified shelter with a letter on letterhead stationary from the shelter. This preference is granted at the discretion of the Executive Director or his designee. Verification from SRS, school or training facility for work program, or education preference.

### **SECTION XIII. BRIEFING OF FAMILIES AND ISSUANCE OF HOUSING VOUCHER**

- 1. Briefing: The purpose of the briefing, also known as orientation, is to go over the Housing Voucher holder's packet in order to fully inform the participant about the program so that he/she will be able to discuss it with potential landlords.

2. Briefing Attendance Requirement: All families (head of household) are required to attend the briefing when they are initially issued a Housing Voucher. No Housing Voucher will be awarded unless the household representative has attended a briefing.

Failure to attend a scheduled briefing (with or without notice to the HA) will result in one additional opportunity to attend. Failure to attend a second Briefing will result in applicant being removed from the waiting list and the family may be required to reapply for assistance.

3. Format of the Briefing: When a family initially receives its Housing Voucher, a full explanation (verbal) of the following shall be provided to assist the family in finding a suitable unit and to apprise the family of its responsibilities and the responsibilities of the Owner (this may be done either in group or individual sessions depending on the circumstances). Also, families will be given adequate opportunity to raise questions and to discuss the information listed below: (Reference 24 CFR 982.301).
  - A. A description of how the program works;
  - B. Family and Owner Responsibility; and
  - C. Where the family may lease a unit, including renting a dwelling unit inside or outside the HA jurisdiction.

**Note:**

**For a family that qualifies to lease a unit outside the HA jurisdiction under portability procedures, the briefing must include an explanation of how portability works. The HA may not discourage the family from choosing to live anywhere in the HA jurisdiction, or outside the HA jurisdiction under portability procedures.**

- D. If the family is currently living in a high poverty census tract in the HA jurisdiction, the briefing must also explain the advantages of moving to an area that does not have a high concentration of poor families.
- E. When issuing a Housing Voucher, the HA shall give the Family a Section 8 Participant's Packet, which includes: (Reference 24 CFR 982.301).
  - (1) The initial term of the voucher is sixty (60) days. A voucher is valid for a period of sixty (60) days from the date of issuance with the opportunity for two additional extensions of thirty (30) days each, with the acceptable required number of contacts. Prior to expiration, the family may contact the HA to inquire about assistance the HA can provide the family in locating suitable housing. The family must submit a Request for Lease Approval within the sixty (60) day period unless an extension has been granted by the HA. Once the family has submitted a Request for Lease Approval the voucher is suspended. The time remaining days will be reinstated to the initial sixty (60) day period of the Voucher, if necessary. If the unit is not approved for any reason, the remaining days will be reinstated to the initial term of the voucher. If the initial term is not adequate for finding a unit to lease, the family may request an extension of the initial term as described below.
  - (2) Requesting extensions of the term. A family may request an extension of the Voucher time period. All requests for extensions should be received

prior to the expiration date of the Voucher. Extensions are permissible at the discretion of the HA primarily for the following reasons:

- (a) Extenuating circumstances such as hospitalization or a family emergency for an extended period of time, which has affected the family's ability to find a unit within the initial sixty (60) day time period. The HA representative will verify the extenuating circumstances prior to granting an extension.
  - (b) Completion of the required number of contacts that the family maintains on a Voucher Contact Log. A total of sixteen (16) contacts during the first sixty (60) days will be required in order to get the first thirty (30) day extension. An additional eight (8) contacts will be required in order to get the second and final thirty (30) day extension. Failure to present acceptable documentation of required contacts will result in not granting an extension to the Voucher and therefore it will expire.
  - (c) The family has turned in a Request for Lease Approval prior to the expiration of the sixty (60) day time period, but the unit has not passed HQS.
  - (d) Time Period for extensions: A HA representative may grant one or more extensions not to exceed a total of sixty (60) days. The initial term plus any extensions **MAY NOT** exceed one-hundred twenty (120) calendar days for the beginning of the initial term. Extensions will only be granted after HA staff has reviewed the landlord contact log.
- (3) How the HA determines the housing assistance payment for a family, information on the payment standard and the HA utility allowance schedule.
  - (4) How the HA determines the maximum rent for an assisted unit;
  - (5) What the family should consider in deciding whether to lease a unit;
    - (a) The condition of the unit;
    - (b) Whether the rent is reasonable;
    - (c) The cost of any resident-paid utilities and whether the unit is energy efficient; and
    - (d) The location of the unit, including proximity to public transportation (if applicable), centers of employment, schools and shopping.
  - (6) Where the family may lease a unit. For a family that qualifies to lease a unit outside the HA jurisdiction under portability procedures, the information packet must include an explanation of how portability works;
  - (7) The HUD-required "lease addendum" (The lease addendum is the language that must be included in the lease);

- (8) The form of Request for Lease Approval, and an explanation of how to request HA approval to lease a unit;
  - (9) A statement of the HA policy on providing information about a family to prospective owners;
  - (10) The HA subsidy standards;
  - (11) The HUD lead-based paint (LBP) brochure;
  - (12) A copy of the housing discrimination complaint form;
  - (13) A list of landlords or other parties known to the HA who may be willing to lease a unit to the family, or help the family find a unit;
  - (15) Notice that if the family includes a disabled person, the family may request a current listing of accessible units known to the HA that may be available;
  - (16) Family obligations under the program;
  - (17) The grounds on which the HA may terminate assistance for a participant family because of family action or failure to act; and
  - (18) The informal hearing procedures. This information must describe when the HA is required to give a participant family the opportunity for an informal hearing, and how to request a hearing;
  - (19) The HUD Brochure on how to select a unit, "A Good Place to Live";
  - (20) Voucher Contact Log.
4. Approval of Lease and Execution of Related Documents: (Reference: 24 CFR 982.302 and 982.305). When a family finds a unit, and the owner is willing to lease the unit under the program, the family may request the HA to approve the lease and unit.

**Note:**

**Property Owners cannot participate in the program if they are disapproved by the HA as outlined in Section XIV.**

- A. If the HA determines that a unit which an Eligible Family wishes to lease meets HQS and the proposed Lease is approved, the HA shall notify the Owner and the Family of its determination of Lease approval.
- B. After receiving notification from the HA, the Owner and HA representative shall schedule a meeting and execute and sign the Contract. After the contract is executed, the Owner and Family shall execute and sign the Lease and provide a copy to the HA.

**NOTE: No monies will be paid to the owner until the HAP contract is signed.**

- C. The HA shall retain the following in its files:
  - (1) The Request for Tenancy Approval;
  - (2) The approved Lease;

- (3) Inspection report;
  - (4) HA certification that the current rent being charged for comparable units in the private unassisted market, taking into account the location, size, type, quality, amenities, facilities and management and maintenance service of such unit. This certification will be maintained for three years to comply with HUD regulations and HUD inspections; and,
  - (5) Executed Contract.
  - (6) Move-In Condition Report, signed by both resident and landlord.
  - (7) Confirmation of Forms Received signed by resident.
- D. The HA will prohibit any moves by the family during the initial year of the contract lease (ref. 24CFR982.314(c)) unless the landlord agrees to sign a Mutual Rescission to terminate the contract. After the initial year of the contract lease the HA will allow no more than one (1) move per year, unless approved by the HA for special circumstances. (e.g. reasonable accommodation)

#### **SECTION XIV. HA DISAPPROVAL OF OWNER**

1. Owner Debarred: The HA must not approve a unit if the HA has been informed (by HUD or otherwise) that the owner is debarred, suspended, or subject to a limited denial of participation. Also, when directed by HUD, the HA must not approve a unit if:
  - A. The federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and the action is pending; or
  - B. A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.
2. HA Administrative Discretion: The HA will deny approval to lease a unit from an owner for any one of the following:
  - A. Owner has violated obligations under a HAP contract.
  - B. 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 trafficking.
  - D. The owner has a history or practice on non-compliance with the HQS requirements, State or local housing codes.
  - E. The owner has not paid State or local real estate taxes, fines or assessments.

**Note:**

**If the owner is a parent, child, grandparent, grandchild, sister, or brother of any member of the participant family, the HA must not approve the unit. However, if the Housing Authority determines that approval of the unit would provide reasonable accommodation for a family member who is a disabled person, the unit may be approved. All units leased prior to May 18, 1998, illustrating the above relationships are grandfathered in.**

#### **SECTION XV. OWNER RESPONSIBILITY FOR SCREENING RESIDENTS**



1. Suitability for Tenancy: The HA must inform the owner that the HA has not screened the family's behavior or suitability for tenancy and that such screening is the owner's own responsibility.
2. Family's Background: An owner may consider a family's background with respect to such factors as:
  - A. Payment of rent and utility bills.
  - B. Caring for a unit and premises.
  - C. Respecting the rights of others to the peaceful enjoyment of their housing.
  - D. Drug-related criminal activity or other criminal activity that is a threat to the life, safety or property of others and compliance with other essential conditions of tenancy.
3. Information Provided Owner Concerning Tenancy: The HA must give the owner the family's current address (as shown in the HA records) and the name and address of the landlord at the family's current and prior addresses, if known to the HA. The HA will provide information to an owner, upon request, for all participants when the HA possesses the following (Ref. 982.307):
  - A. The tenancy history of family members, or
  - B. Drug-trafficking by family members.

**SECTION XVI. WHERE A FAMILY CAN LEASE A UNIT WITH TENANT-BASED ASSISTANCE AND PORTABILITY PROCEDURES**

1. Assistance in the Initial HA's Jurisdiction: Assistance to lease a unit located anywhere the jurisdiction of the initial HA.
2. Portability - Assistance Outside the Initial HA Jurisdiction: Families living in the jurisdiction of the initial HA may receive tenant-based assistance to lease a unit outside the initial HA jurisdiction:
  - A. In the same State as the initial HA;
  - B. In the Same Metropolitan Statistical Area (MSA) as the initial HA, but in a different State;
  - C. In an MSA that is next to the same MSA as the initial HA, but in a different State; or,
  - D. In the jurisdiction of a HA anywhere in the United States that is administering a tenant-based program.

**Note:**

**Applicants must reside within the HA's jurisdiction for twelve (12) months prior to portability.**

- 3 Income Eligibility: For admission to the voucher program, a family must be income eligible in the area where the family initially leases a unit with assistance in the voucher program.

4. Leasing in Place: If the dwelling unit is approvable, a family may select the dwelling unit occupied by the family before selection for participation in the program.
5. Freedom of Choice: When the family selects eligible housing that meets all program requirements the HA may not directly or indirectly reduce the family's opportunity to select among available units.
6. Portability - Administration by the Initial HA Outside the Initial HA Jurisdiction:
  - A. When a family moves under portability to an area outside the initial HA's jurisdiction, the initial HA must administer the assistance for the family if: the unit is located within the same State as the initial HA, in the same MSA as the initial HA (but in a different State), or in an MSA that is next to the same MSA as the initial HA (but in a different State), and no other HA with a tenant-based program has jurisdiction in the area where the unit is located.
  - B. If the above conditions exist, the family remains in the program of the initial HA. The initial HA has the same responsibilities for administration of assistance for the family living outside the HA's jurisdiction as for other families assisted by the HA within the HA's jurisdiction.
  - C. The initial HA may choose to use another HA, a private management entity or other contractor or agent to help the initial HA administer assistance outside the HA jurisdiction.
7. Portability - Administration by Receiving HA:

When a family moves under portability to an area outside the initial HA jurisdiction, another HA (the receiving HA) must administer assistance for the family if a HA with a tenant-based program has jurisdiction in the area where the unit is located. When this situation exists, the HA with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such HA, the initial HA may choose the receiving HA.
8. Portability Procedures: The initial HA must determine whether the family is income eligible in the area where the family wants to lease a unit. The initial HA must advise the family how to contact and request assistance from the receiving HA. The initial HA must promptly notify the receiving HA to expect the family. The family must promptly contact the receiving HA, and comply with receiving HA procedures for incoming portable families. The initial HA must give the receiving HA the most recent HUD Form 50058 for the family, and related verification information. If the receiving HA opts to conduct a new reexamination, the receiving HA may not delay issuing the family a voucher or otherwise delay approval of a unit unless the recertification is necessary to determine income eligibility. When the portable family requests assistance from the receiving HA, the receiving HA must promptly inform the initial HA whether the receiving HA will bill the initial HA for assistance on behalf of the portable family, or will absorb the family into its own program if funding is available. The receiving HA must determine whether to extend the voucher term. The family must submit a request for lease approval to the receiving HA during the term of the receiving HA voucher. The receiving HA must determine the family unit size for the portable family. The family unit size is determined in accordance with the subsidy standards of the receiving HA.

The receiving HA must promptly notify the initial HA if the family has leased an eligible unit under the program, or if the family fails to submit a request for lease approval for an eligible unit within the term of the voucher. To provide tenant-based assistance for portable families, the receiving HA must perform all HA functions, such as reexamination of family income and composition.

9. Absorption by the Receiving HA: If funding is available for the receiving HA, when a voucher is received, the receiving HA may absorb the family into the receiving HA's voucher program.

**Note:**

**HUD may require a receiving HA to absorb all or a portion of the portable families.**

10. Portability Billing: The receiving HA may bill the initial HA for housing assistance payment and administrative fees. The initial HA must promptly reimburse the receiving HA for the full amount of the Housing Assistance Payments (HAP) made by the receiving HA for the portable family. The amount of the HAP for a portable family in the receiving HA's program is determined in the same manner as for other families in the receiving HA program. The initial HA must promptly reimburse the receiving HA for eighty (80%) percent of the initial HA on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs from the receiving HA. HUD may reduce the administrative fee to an initial HA, if the HA does not promptly reimburse the receiving HA for housing assistance payments or fees on behalf of portable families.

**SECTION XVII. ABSENCE FROM THE ASSISTED UNIT**

If a family is absent, not residing in the unit for a period of more than thirty (30) days but less than ninety (90) days, they must state this in writing to the HA. If a family is absent from the unit for a period longer than ninety (90) days, the unit is no longer considered to be their primary place of residence, and the family will be terminated from the program. The HA will not approve any request for absence for a period of more than one-hundred eighty (180) consecutive calendar days in any circumstance, or for any reason.

**Note:**

**If an emergency situations exist, such as hospitalization, the head of household must notify the HA by telephone as soon as possible and request a determination via the telephone. Verbal request for determination may only be made in emergency situations.**

**SECTION XVIII. CONTINUED ASSISTANCE AFTER FAMILY BREAK-UP**

The HA shall determine which family members will continue to receive assistance after a family break-up. The head of household, spouse or any adult member of the household must notify the HA that there has been a family break-up and continued assistance is being requested. The assisted family member making the request must submit the request in writing to the HA and request a determination. The request must be made within ten (10) calendar days of the break-up. The HA will consider the following factors in making this determination:

1. Assisted Unit: Whether the assistance should remain with family members remaining in the original assisted unit.

2. Interest of Family Members: The interest of minor children or of ill, elderly or disabled family members.
3. Physical Violence: Whether family members are forced to leave the unit as a result of actual or threatened physical violence against family members by a spouse or other member of the household.
4. Misrepresentation or Fraud: Whether family members misrepresented themselves or committed fraud.

**Note:**

**If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, the HA is bound by the court's determination of which family members continue to receive assistance in the program.**

**SECTION XIX. SUBSIDY STANDARDS**

The following subsidy standards shall determine the number of bedrooms required to accommodate each family without overcrowding or over-housing:

**Subsidy Standard Chart**

	Number of Persons	
	Minimum	Maximum
Number of Bedrooms		
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

Section 8 participants shall be issued a Voucher based on the subsidy standard listed above. In determining family unit size for a particular family, the HA may grant an exception to the above subsidy standard if the HA determines that the exception is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances. The family unit size for any family consisting of a single person must be either a zero or one bedroom unit, unless a live-in aide resides with the family. Any live-in aide must be approved by the HA, in advance, and reside in the unit to care for a family member who is disabled or is at least fifty (50) years of age. A live-in aide must be counted in determining the family unit size.

A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.

Children under one (1) year of age may occupy a bedroom with parents.

**SECTION XX. INSPECTIONS OF PRIVATE LANDLORD'S PROPERTY**

When the HA receives a Request for Tenancy approval the HA shall inspect the unit for compliance with the HA's Housing Quality Standards (HQS). The HA's inspector will inspect the unit for compliance with HQS standards and send the owner the results of the inspection. If there are defects or deficiencies which must be corrected in order for the unit to comply with HQS standards, the Owner shall be advised, in writing, by the HA of the work required to be

done before a contract can be executed. The unit will be re-inspected to ascertain that the necessary work has been performed and the unit meets HQS standards for occupancy.

The HA will maintain a copy of every inspection and re-inspection report for three years, with one exception being any lead based paint validations, which will be kept forever. The inspection reports will specify the defects or deficiencies, which must be corrected in order for the unit to meet HQS standards. The inspection report will also reflect any other defects or deficiencies that do not cause the unit to fail, in the event of a subsequent claim by the Owner that they were caused during the period of occupancy by the family.

## **SECTION XXI. INSPECTION STANDARDS**

Before a unit can be approved for Occupancy under the Section 8 program, the unit must meet the performance requirements set forth in 24 CFR 982.401, which are the Housing Quality Standards (HQS).

1. HQS Inspection Areas: The following areas are included in HQS inspections:

- Sanitary facilities;
- Food preparation and refuse disposal;
- Space and security;
- Thermal environment;
- Illumination and electricity;
- Structure and materials;
- Interior air quality;
- Water supply;
- Lead based paint;
- Access;
- Site and neighborhood;
- Sanitary condition; and
- Smoke Detectors.

### **Note:**

**The HA's inspection only certifies that the unit meets HQS federal regulations and the HA is not responsible for items not included in the HQS inspection. The HA will use HUD approved inspection forms to perform Section 8 Inspections.**

2. Types of HQS Inspections:

- A. Initial Inspections: Performed by the HA staff after receiving the Request for Tenancy Approval from the applicant.
- B. Yearly inspections as required by HQS for residents continuing to receive assistance and remaining in the same unit.

- C. Re-Inspections: Inspections that are performed by HA staff for the purpose of verifying that deficiencies noted in the previous inspection have been corrected and meet HQS.
  - D. Quality Control Inspections: The Management Staff will re-inspect five (5) percent (based on a random sample) of the total number of Section 8 units under HAP contract to ensure that inspections are being performed in compliance with HQS standards. The HA will maintain a file documenting the quality control inspections. Inspections will be conducted by person(s) other than the original inspector.
  - E. Special Inspections: These types of inspections may be necessary when a Federal Official visits the HA to perform a compliance review of the HA. The owner may request a special inspection be performed to document the condition to the unit.
3. If there are serious deficiencies which present an immediate danger to the health and safety of the family, the HA will require the owner to correct the deficiencies within twenty-four (24) hours. If the deficiencies occur in a unit already under contract and the owner does not correct the situation, the HA will abate the housing assistance payments and may terminate the Housing Assistance Payments Contract. The HA will assist families in locating a new unit. If such deficiencies are caused by the family or its' guests, the HA will require the family to correct the deficiency within twenty-four (24) hours. Failure by the family to correct the deficiency within twenty-four (24) hours will result in a thirty (30) day notice to terminate HAP Contract.

If there are deficiencies that do not immediately affect the health and safety of the family but are violations of HQS, the HA will require the owner to correct the deficiencies within a time determined by the HA (completion date) or the HAP payment will be abated and may cause the HAP contract to be terminated.

If the repairs cannot be done by the completion date the HA will, at its own sole discretion, assign a new completion date. If the repairs are not completed by the completion date, the HA will abate the housing assistance payments and may terminate the Housing Assistance Payments Contracts. A thirty (30) day notice will be given to terminate tenancy.

The HA will reinspect the unit to ensure all HQS deficiencies have been corrected prior to the execution of an extended or new Housing Assistance Payments Contract.

**Note:**

**The HA may only be responsible for a portion of a damage claim for HAP contracts existing prior to October 2, 1995. The Housing Authority will inspect all units in accordance with HUD regulations at all times. If HUD regulations change, the HA will immediately implement the new procedures, whether or not they are outlined in this section, in order to remain in compliance.**

**SECTION XXII. DETERMINATION OF PARTICIPANT RENT AND RE-EXAMINATION OF INCOME AND FAMILY CIRCUMSTANCES**

Rent as initially determined or at annual reexamination will remain in effect for the period between regular reexamination of family income and composition unless the following changes in family circumstances occur:

- A. Changes in family composition through marriage, birth, death, divorce, or other circumstances;
- B. Changes in employment, unemployment, income, and/or benefits of the family head, spouse, or other wage earner, including minors; or
- C. To correct errors made when determining eligibility or at reexamination;
- D. The final estimate of Family Income will be made by the HA on the basis of verified information regarding income;
- E. If the family reports zero income, the HA will have the family sign a verification form to verify that no income is being provided. Families reporting no income will need to re-certify every thirty (30) days;
- F. If, at the time of a reexamination or an interim review, the HA determines the Family Rent to Owner equals the full contract rent for the unit, the family's HAP payment will be zero. The unit however, shall remain under contract for six months unless the family has a change in their rental portion, during this period, resulting in the HA paying a portion of the rent, then the contract will continue as stated in the lease;
- G. The HA must lower the rent for a family whose income is reduced because of the expiration of a welfare initiated time limit. This must be reported by the resident by the 25<sup>th</sup> of the month in which it occurs. Provided, however, that if the family's welfare benefits are reduced for a fraudulent act on the part of a family member, or for failure to comply with welfare to work requirements resulting in sanction, the HA is prohibited from reducing the family's rent contribution to reflect the lower benefit income;

The HA is required to disregard, for twelve (12) months;

- 1. The earned income of family members and disabled family members who were previously unemployed for a year or more and are now employed;
- 2. Family members and disabled family members whose employment income increases as a result of participation in any family self-sufficiency or job training program; or
- 3. Family members who were receiving TANF benefits totaling \$500.00 in the last six (6) months and whose earned income increases.

During the following twelve (12) months the family's rent may be increased by fifty (50%) percent of the amount that would have been in effect without the disregard.

**NOTE:**

**Previously Unemployed is defined as a person who has earned, in the twelve months previous to employment, no more than would be received for ten (10) hours of work per week for fifty (50) weeks at the established minimum wage. (24CFR960.255)**

**Families will be required to report any changes in their income and familial statuses by the 25<sup>th</sup> of the month in which it occurs.**

1. Annual Re-examination:

- A. Annually, or as required by this HA, the HA must reexamine the income and family composition of all families participating the Section 8 Program in accordance with 24 CFR 5.617. Verifications acceptable to the HA shall be obtained and determinations made. In the event of failure or refusal of the family to report the necessary information, the HA may terminate the assistance.
- B. Records shall be maintained by the HA to ensure that every participant's income and family composition has been reexamined within a twelve- month period.
- C. Upon completion of reexamination and verification, the participant shall be notified, in writing: (A copy of such notification is to be retained in the participant's file.)
  - (1) Thirty (30) days advanced notice if resident rent is to be increased.
  - (2) If tenant rent is to decrease, it will be effective the 1<sup>st</sup> of the following month.

**NOTE:**

**Cost of living increases in Social Security or public assistance grants need not be reported until next re-examination and re-determination of rent.**

On occasions, the HA is required to compute rent based on information that is supplied by the participant and third party information that has not or will not be provided by the employer. When this situation occurs the HA will compute a rent based on the information available. Once the information is verified the participant will be notified in writing of the amount and the effective date, and their right to grieve, if applicable, in accordance with the Grievance Procedure.

3. Interim Re-determination of Rent:

- A. Any decrease in rent resulting from any decreases in family income will be made effective the first of the month following the date the decrease in family income was reported and verified, providing this change was reported prior to the 25<sup>th</sup> of the previous month.
- B. Residents will receive thirty (30) days notice and rent increases will become effective the 1<sup>st</sup> day of the month following the thirty (30) day notice if applicable according to HUD criteria or HA policy.
  - (1) Any interim change in rent will require re-verification of all family income that has not been verified within sixty (60) calendar days of the previous rent determination.
  - (2) Participant agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by the United States Department of Housing and Urban Development.



- (3) Temporary employment/unemployment or increases and decreases in wages "**for any reason**" of less than thirty (30) days will not constitute a rent adjustment.
  - (4) If it is found that a participant has misrepresented or failed to report facts upon which rent is based, the increase in rent shall be made retroactive to the date the increase would have taken effect. The participant will be required to pay the difference between the rent paid and the amount that should have been paid. In addition, the participant may be subject to civil and criminal penalties. Misrepresentation is a serious program violation and is considered fraud by the United States Government, which may result in termination.
  - (5) FSS participants may request the interim reexamination become effective regardless of the increase in their rent portion.
5. Special Re-examinations: Special reexaminations are pre-scheduled extensions of admission or continued occupancy determinations, and will be considered for the following reasons:
- A. If it is impossible to determine annual family income accurately due to instability of family income and/or family composition, a temporary determination of income and rent is to be made and a special re-examination shall be scheduled for thirty (30), sixty (60) or ninety (90) days, depending on circumstances. The participant shall be notified, in writing, of the date of the special re-examination.
  - B. If the family income can be anticipated at the scheduled time, the reexamination shall be completed and appropriate actions taken. If a reasonable anticipation of income cannot be made, another special re-examination shall be scheduled and the same procedure followed as stipulated in the preceding paragraph until a reasonable estimate can be made.

**Note:**

**Families reporting no income are required to recertify every month.**

6. Minimum Rent Hardship Exemptions: The HA has established a Minimum Rent Hardship Exemption to qualifying families.

**SECTION XXIII. ADJUSTMENT TO UTILITY ALLOWANCES AND CONTRACT RENTS, PLUS MONTHLY HOUSING ASSISTANCE PAYMENTS**

- 1. Utility Allowances: At least annually, the HA shall determine whether there has been a substantial change in utility rates or other changes of general applicability, and whether an adjustment is required in the **Allowance of Utilities and Other Services** by reason of such changes or because of errors in the original determination. If the HA determines that an adjustment should be made, the HA shall establish a schedule of adjustments taking into account size and type of dwelling units and other pertinent factors and shall furnish HUD with a copy of the adjusted schedule. (Reference 24 CFR 982.517)
- 2. Contract Rents: Contract Rents may be adjusted by the HA on an annual basis and for special adjustments as provided below:
  - A. Annual Adjustment: Upon request from the owner to the HA an annual adjustment may be made if the Contract unit is in decent, safe and sanitary condition and the

Owner is otherwise in compliance with the terms of the Lease and the HAP Contract. Annual adjustments as of any anniversary date shall be determined by using the **Section 8 Annual Adjustment Factor** most recently published by HUD in the Federal Register. The Contract Rent may be adjusted upward or downward. However, in no case shall the adjusted rent be less than the Contract rent on the original effective Contract date.

- B. Special Adjustment: Subject to HUD approval, a Special Adjustment is granted to reflect increases in the actual and necessary expenses of owning and maintaining a unit which have resulted from substantial general increases in real property taxes, utility rates or similar costs. (e.g. assessments and utilities not covered by regulated rates) But only if and to the extent that the Owner clearly demonstrates that such general increases have caused increases in the Owner's operating costs, which are not adequately compensated for by the annual adjustments provided for in A above this section. The Owner shall submit financial statements to the HA which clearly support the increase.

**Overall Limitation of Adjustments of 2 A and B above:** Notwithstanding any other provisions of this part, adjustments as provided for in this section shall not result in material differences between the rents charged for assisted and comparable unassisted units.

3. Monthly Housing Assistance Payment (HAP) Payments: Monthly payments will be made to an owner on behalf of a family participating in the Section 8 Program. Payments will be issued in accordance with the HAP Contract. The payment will be issued on a monthly basis by ACH transactions directly to the bank account designated by the owner.

#### SECTION XXIV. FAIR MARKET RENT (FMR), PAYMENT STANDARD FOR VOUCHERS AND RENT REASONABLENESS LIMITATION

1. Negotiating Rent to Owner. The owner and the family negotiate the rent to owner. At the family's request, the HA must help the family negotiate the rent to owner.
2. Rent to Owner: Reasonable Rent.
  - A. HA determination.
    - (1) The HA may not approve a lease until the initial rent to owner is determined to be reasonable.
    - (2) The HA must re-determine the reasonable rent
      - a. Before any increase in the rent to owner;
      - b. If there is a five (5%) percent decrease in the published FMR in effect sixty (60) days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one (1) year before the contract anniversary; or
      - c. If directed by HUD.
    - (3) The HA may also re-determine the reasonable rent at any other time.

- (4) At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or re-determined by the HA.
  - B. Comparability. The HA must determine whether the rent to owner is a reasonable rent similar to rent for other like unassisted units.
  - C. Owner certification of rents charged for other units. By accepting each monthly housing assistance payment from the HA, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units. The owner must give the HA any information requested on rents charged by the owner for other units in the premises or elsewhere.
3. Maximum Subsidy: FMR
- A. Fair Market Rents (FMRs) are published by HUD. In the tenant-based programs, the FMR is used to determine the maximum subsidy for a family and is the maximum payment standard.
4. Voucher Tenancy: (How to calculate Housing Assistance Payment).
- A. Use of payment standard. For a voucher tenancy, a "payment standard" is used to calculate the monthly housing assistance payment for a family, and is the maximum monthly subsidy payment for a family.
  - B. Housing Choice Voucher program: Amount of assistance.
    - (1) Voucher payment standard: Maximum and minimum.
      - (a) The HA must adopt a payment standard schedule that establishes payment standards for the HA voucher program. For each FMR area and for each exception rent area, the HA must establish voucher payment standard amounts by unit size (zero-bedroom, one-bedroom, etc.).
      - (b) For a voucher tenancy, the payment standard for each unit size may not be:
        - (i) More than the current FMR; or
        - (ii) Less than eighty (80%) percent of the current FMR limit, unless a lower percent is approved by HUD.
    - (2) Voucher assistance formula.
      - (a) For a voucher tenancy, the housing assistance payment for a family equals the lesser of:
        - (i) The applicable payment standard minus thirty (30%) percent of monthly adjusted income; or
        - (ii) The monthly gross rent minus the minimum rent.
      - (b) The minimum rent is \$50.00.
    - (3) Voucher payment standard schedule.

- (a) A voucher payment standard schedule is a list of the payment standard amounts used to calculate the voucher housing assistance payment for each unit size in an FMR area.
- (b) The voucher payment standard schedule establishes a single payment standard for each unit size in an FMR area.
- (c) Payment standard amounts on the payment standard schedule must be within the maximum and minimum limits stated in paragraph (b) (1) (ii) of this section. Within these limits, payment standard amounts on the schedule may be adjusted annually, at the discretion of the HA, if necessary to assure continued affordability of units in the HA jurisdiction.
- (d) To calculate the housing assistance payment for a family, the HA must use the applicable payment standard from the HA payment standard schedule for the fair market rent area (including the applicable payment standard for any HUD-approved exception rent area) where the unit rented by the family is located.
- (e) If the family unit size changes during the term of the HAP contract, the new family unit size must be used to determine the payment standard amount:
  - at the family's first regular (annual) reexamination after the change in the family unit size.
  - regardless of any increase or decrease in the payment standard schedule.

5. Housing Choice Voucher (How to calculate Housing Assistance Payment).

The monthly housing assistance payment equals the gross rent, minus the higher of:

- A. The total tenant payment; or
- B. The minimum rent (\$50.00)

6. Housing Choice Voucher (Limit on initial rent to owner).

A. FMR.

- (1) The initial gross rent for any unit may exceed the FMR with HA approval on the date the HA approves the lease.
- (2) The FMR for a family is the lower of:
  - (a) The FMR for the family unit size; or
  - (b) The FMR for the unit size rented by the family.

B. Reasonable rent. The initial rent to owner may not exceed a reasonable rent as determined in accordance with Sec. 982.503.

7. Housing Choice Voucher (Annual adjustment of rent to owner).

- A. At each annual anniversary date of the HAP contract, the HA must adjust the rent to owner at the request of the owner in accordance with this section.
  - (1) The adjusted rent to owner equals the lesser of:
    - (a) The pre-adjustment rent to owner multiplied by the applicable Section 8 annual adjustment factor, published by HUD in the Federal Register, that is in effect 60 days before the HAP contract anniversary;
    - (b) The reasonable rent (as most recently determined or re-determined by the HA in accordance with Sec. 982.503); or
    - (c) The amount requested by the owner.
  - (2) In making the annual adjustment, the pre-adjustment rent to owner does not include any previously approved special adjustments.
  - (3) The rent to owner may be adjusted up or down in accordance with this section.
  - (4) Notwithstanding paragraph (b)(1) of this section, the rent to owner for a unit must not be increased at the annual anniversary date unless:
    - (a) The owner requests the adjustment by giving notice to the HA; and
    - (b) During the year before the annual anniversary date, the owner has complied with all requirements of the HAP contract, including compliance with the HQS.
  - (5) The rent to owner will only be increased for housing assistance payments covering months commencing on the contract anniversary date.
  - (6) To receive an increase resulting from the annual adjustment for an annual anniversary date, the owner must request the increase at least sixty days before the next annual anniversary date.
- 8. Rent to Owner: (Effect of rent control): In addition to the rent reasonableness limit under this subpart, the amount of rent to owner also may be subject to rent control limits under State or local law.
- 9. Other Subsidy: The HA has the discretion to reduce the rent. In the case of a regular tenancy, the HA may require the owner to reduce the initial rent to owner because of other governmental subsidies, including tax credit, or tax exemption, grants or other subsidized financing.
- 10. Other Fees and Charges: The owner may not charge the tenant extra amounts for items customarily included in rent in the locality, or provided at no additional cost to unsubsidized residents in the premises.
- 11. Distribution of Housing Assistance Payment: The monthly housing assistance payment is distributed as follows:
  - A. The HA pays the owner the lesser of the housing assistance payment or the rent to owner.

- B. If the Housing Assistance Payment exceeds the rent to owner, the HA may pay the balance of the housing assistance payment either to the family or directly to the utility supplier to pay the utility bill on behalf of the family.

12. Family Share: (Family responsibility).

- A. The family share is calculated by subtracting the amount of the housing assistance payment from the gross rent.
- B. The HA may not use housing assistance payments or other program funds (including any administrative fee reserve) to pay any part of the family share. Payment of the family share is the responsibility of the family.

13. Family Income and Composition: (Regular and interim examinations).

- A. HA responsibility for reexamination and verification.
  - (1) The HA's responsibilities for reexamining family income and composition are specified in 24 CFR part 5, subpart F.
  - (2) The HA must obtain and document in the resident file third party verification of the following factors, or must document in the resident file why third party verification was not available:
    - (a) Reported family annual income;
    - (b) The value of assets;
    - (c) Expenses related to deductions from annual income; and
    - (d) Other factors that affect the determination of adjusted income.
- B. When HA conducts interim reexamination
  - (1) At any time, the HA may conduct an interim reexamination of family income and composition.
  - (2) At any time, the family may request an interim determination of family income or composition because of any changes since the last determination. The HA must make the interim determination within a reasonable time after the family request.
  - (3) Interim examinations must be conducted in accordance with policies in the HA administrative plan.
  - (4) FSS participants may request interim to become effective with income increases.
- C. Family reporting of change. All changes in income or family composition must be reported by the 25<sup>th</sup> of the month in which it occurs.
- D. Effective date of reexamination.
  - (1) The HA must adopt policies prescribing how to determine the effective date of a change in the housing assistance payment resulting from an interim re-determination. For this HA, if a resident rent is to be increased, it will be effective the 1<sup>st</sup> of the second month giving the family a 30 day notice of

increase. If the resident rent is to be decreased, it will be effective the 1<sup>st</sup> of the following month. The family must report the change by the 25<sup>th</sup> of the month.

- (2) At the effective date of a regular or interim reexamination, the HA must make appropriate adjustments in the housing assistance payment and family unit size.
- E. Family member income. Family income must include income of all family members, including family members not related by blood or marriage. If any new family member is added, family income must include any income of the additional family member. The HA must conduct a reexamination to determine such additional income, and must make appropriate adjustments in the housing assistance payment and family unit size.

#### 14. Resident Allowances for Utilities Sec 24 CFR 965.505

- A. Maintaining schedule.
- (1) The HA must maintain a utility allowance schedule for all resident-paid utilities (except telephone and cable), for cost of resident-supplied refrigerators and ranges, and for other resident-paid housing services (e.g., trash collection (disposal of waste and refuse)).
  - (2) Allowances are not subject to approval by HUD before becoming effective, but will be reviewed during audits and other operating reviews.
- B. How allowances are determined.
- (1) The utility allowance schedule must be 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 HA must use normal patterns of consumption for the community as a whole and current utility rates.
    - (a) HA's utility allowance schedule, and the utility allowance for an individual family, must include the utilities and services that are necessary in the locality to provide housing that complies with the housing quality standards. However, the HA may not provide any allowance for non-essential utility costs, such as costs of cable or satellite television.
    - (b) In the utility allowance schedule, the HA must classify utilities and other housing services according to the following general categories: space heating; air conditioning; cooking; water heating; water; sewer; trash collection (disposal of waste and refuse); other electric; refrigerator (cost of resident-supplied refrigerator); range (cost of resident-supplied range); and other specified housing services. The HA must provide a utility allowance for resident-paid air-conditioning costs if the majority of

housing units in the market provide centrally air-conditioned units or there is appropriate wiring for resident-installed air conditioners.

- (2) The cost of each utility and housing service category must be stated separately. For each of these categories, the utility allowance schedule must take into consideration unit size (by number of bedrooms), and unit types (e.g., apartment, row-house, town house, single-family detached, and manufactured housing) that are typical in the community.

C. Revisions of utility allowance schedule.

- (1) Annual Review: HA shall review, at least annually, the UA schedule to ensure compliance with above reference: 24 CFR 965.505. If allowances are revised, notice shall be given to all residents of not less than sixty (60) days before the proposal effective date, providing residents an opportunity to submit written comments during a period of not less than thirty (30) days before the proposed effective date.
- (2) The HA may revise UA between annual reviews if there has been a rate change, and required to do so if rate change, either by itself or together with other categories, results in a change of ten (10%) percent or more. Such change is not subject to the notice requirement above.

D. Use of utility allowance schedule.

- (1) The HA must use 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 HA subsidy standards).
- (2) At reexamination, the HA must use the HA current utility allowance schedule.

- E. Higher utility allowance as reasonable accommodation for a person with disabilities. On request from a family that includes a person with disabilities, the HA must approve a utility allowance which is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation in accordance with 24 CFR part 8 to make the program accessible to and usable by the family member with a disability.

**SECTION XXV. AFFORDABILITY ADJUSTMENTS AND RENT PROVISIONS-VOUCHERS ONLY**

1. Annual Increases of Payment Standards. The HA, in its discretion, may adopt annual increases of payment standards amounts on the payment standard schedule so that families can continue to afford to lease units with assistance under the Housing Voucher Program (Reference 24 CFR 982.617). In determining when an adjustment to the payment is necessary the HA will consider,
  - A. Rent burden (number of families paying more than thirty (30%) percent of income for rent [if more than percent, the HA may adjust the payment standard]);
  - B. Success rate in leasing vouchers; and



- C. Percentage of FMR [if payment standard is within twenty (20%) percent of the FMR, either higher or lower, the HA may adjust the payment standard]. This applies to initial occupancy only. The HA will also consider the financial utilization of funding provided for vouchers. If the HA determines that vouchers are not being leased to properly utilize funding, the payment standard may need to be adjusted to increase utilization of available funding.
2. Rent Negotiation. Under the Housing Voucher Program, the rent to the owner is a matter of negotiation between the owner and the family. The rent must be within the guidelines of "rent reasonableness", and this amount must be certified by the HA as falling within the guidelines of "rent reasonableness". If requested by the family, the HA must also assist the family in negotiating a reasonable rent with the owner. (Reference 24 CFR 982.309)
  3. Rent Increase: The rent to owner may not be increased during the first year of the lease. The lease may provide that the owner may increase the rent at any time after the first anniversary of the lease, but the owner must give the resident and the HA sixty (60) days written notice of any increase before it takes effect. (Reference 24 CFR 982.309)
  4. HA Disapproval of Lease: The HA may disapprove a lease for a rent that is not reasonable, based on rents charged for comparable rental units. HA's may exercise this authority in communities where the market is not functioning normally or where some families are not able to negotiate reasonable rent on their own. For example, where there is a concentration of ownership by a small number of landlords or where rents charged to voucher holders are greater than rents charged to certificate holders living in comparable units. A HA must document each case in which it disapproves a lease because the rent is not reasonable. (Reference 24 CFR 982.309)

## **SECTION XXVI. SECURITY DEPOSIT**

The owner establishes the amount of the security deposit to be charged. The security deposit should be consistent with private market practice or security deposits for the owner's unassisted units. When the resident moves out of the dwelling unit, the owner, subject to State and 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 resident, damages to the unit or for other amounts the resident owes under the lease. The owner must give the resident a written list of all charges 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 resident.

### **Note:**

**IF THE SECURITY DEPOSIT IS NOT SUFFICIENT TO COVER AMOUNTS THE RESIDENT OWES UNDER THE LEASE, THE OWNER MAY SEEK TO COLLECT THE BALANCE FROM THE RESIDENT.**

### **Note:**

**The HA is not responsible for any damages to the unit and will not process any damage claims for HAP contracts signed after October 2, 1995.**

## **SECTION XXVII. TERMINATION OF TENANCY BY OWNER**

1. Reasons for Termination: The Owner shall not terminate the tenancy of the Family except for:
  - A. Serious or repeated violation of the terms and conditions of the Lease;
  - B. Criminal Activity by the resident, any member of the household, a guest or another person under the resident's control shall be cause for termination of tenancy. Criminal activity is defined as, action(s) that threaten the health, safety or right to peaceful enjoyment of the premises by other residents or by persons residing in the immediate vicinity of the premises.
  - C. Violation of Federal, State or local law that imposes obligations on the resident in connection with the occupancy or use of the premises; or
  - D. Other good cause, which may include, but not be limited to: failure by the family to accept the offer of a new lease or revision; a family history of disturbance of neighbors or destruction of property, a history of living or housekeeping habits resulting in damage to the unit or premises; the owner's desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit; or a business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, desire to lease the unit at a higher rental). If the owner terminates the tenancy for a business or economic reason the owner must provide the resident with a ninety (90) day notice.
2. Eviction by Court Action: The Owner may evict the Family from the Contract unit only by instituting a court action. The Owner must notify the HA, in writing, of the commencement of procedures for termination of tenancy, at the same time that the Owner gives notice to the Family under State law.
3. Written Notice: Owners must provide written notice of not less than ninety (90) days before termination of a resident-based housing assistance payment (HAP) contract and not less than one (1) year before termination of a project-based certificate or moderate rehabilitation HAP contract because of an owner opt-out or expiration of the HAP contract. Copies of these notices must be provide to the HA. (Reference HUD Notice PIH 93-54, issued October 19, 1993 and 24 CFR 982.455).
4. Termination During First Year: During the first year of the lease term, the owner may not terminate the tenancy for "other good cause", unless the owner is terminating the tenancy because of family action or inaction. For example, failure by the family to accept the offer of a new lease or revision; the owner's desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit; or a business or economic reason for termination of tenancy (See 1 D above).

## **SECTION XXVIII. TERMINATION OF HOUSING ASSISTANCE PAYMENT (HAP) CONTRACT**

1. Breach of Contract: Termination of HAP contract for owner breach of contract. Breaches of the contract are outlined in the contract.
2. Automatic Terminate of HAP Contract:
  - A. The HAP contract terminates automatically if the family is absent from the unit more than one-hundred eighty (180) consecutive calendar days, and/or;

B. The HAP automatically terminates when the family moves out.

## **SECTION XXIX. PROGRAM MANAGEMENT PLAN**

1. Executive Director: Responsible for all aspects of the Section 8 Programs.
2. Program Manager: Responsible for the day to day operations of the Section 8 Programs. Some of the major duties include but are not limited: managing waiting list and qualifying applicants, conducting orientations, landlord and resident relations, works closely with other agencies, handles all public relations, performs certifications and recertifications of Vouchers holders and prepares various Section 8 reports. Also completes HQS inspections and is responsible for the accompanying paperwork.
3. Finance Manager: Issues all Section 8 payments, 1099's, and maintains financial records.
4. Occupancy Specialist: The Occupancy Specialist performs annual and interim recertifications and is responsible for PIC submissions. The Occupancy Specialist also assists in preparing various Section 8 reports and carries out a variety of duties for the Program Manager as needed.
5. Admissions Specialist: The Admissions Specialist is responsible for maintaining the waiting list and verifying applicant eligibility. The Admissions Specialist is also responsible for performing a variety of duties as assigned by the Program Manager.
5. Maintenance Supervisor: Performs five (5%) percent quality control inspections. (This may be done by any member of management.)

## **SECTION XXX. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REVIEW OF CONTRACT COMPLIANCE**

HUD will review program operations at such intervals as it deems necessary to ensure that the owner and the HA are in full compliance with the terms and conditions of the contract and the ACC. Equal opportunity review may be conducted with the scheduled HUD review or at any time deemed appropriate by HUD.

## **SECTION XXXI. SPECIAL HOUSING TYPES**

This Housing Authority has elected not to permit use of any of Single Room Occupancy (SRO's), Congregate housing, Group homes, Shared housing and Cooperative housing types in its program unless a special housing type is needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with 24 CFR part 8.

## **SECTION XXXII. INCOME TARGETING**

The objective of Income Targeting for Section 8 tenant-based assistance is to admit no less than seventy-five (75%) percent of its new admissions to the program to families that have income at or below thirty (30%) percent of the area median income. The HA will track the status of all new admissions monthly by utilizing income reports generated by the HA's computer system. The goal will be tracked monthly and if the HA is not reaching its goal, families will be skipped on the waiting list to admit a family that has income that is at or below thirty (30%) percent of area median income. The practice will continue until the HA achieves its goal. The HA's

Section 8 applicant selection process, which is contained in the Section 8 Administrative Plan provides for the skipping of families on the waiting list to accomplish this goal.

**SECTION XXXIII. REASONABLE ACCOMMODATION:**

Reasonable Accommodation to allow residents with disabilities to meet the essential regulations of tenancy, or any other reasonable accommodation request shall be addressed immediately.