

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)

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.

Streamlined Annual PHA Plan

for Fiscal Year: 2004

PHA Name: HOUSING AUTHORITY CITY
OF KENNEWICK

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

Streamlined Annual PHA Plan Agency Identification

PHA Name: HOUSING AUTHORITY CITY OF KENNEWICK

PHA Number: WA012

PHA Fiscal Year Beginning: (mm/yyyy) 7/2004

PHA Programs Administered

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

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

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

PHA Plan Contact Information:

Name: **KARLENE NAVARRE**
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 TDD: **1-800-545-1833 Ext. 358**
 Email (if available): **karlenen@kennewickha.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.

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A. PHA PLAN COMPONENTS

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

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
Sunnyslope Homes 12-1	NA	N/A	White: 85 55% Black: 10 6% Asian PI: 8 5%	N/A
Keewaydin Plaza 12-4			Hispanic: 51 33% Disabled: 13 8%	

2. What is the number of site based waiting list developments to which families may apply at one time? 1

3. How many unit offers may an applicant turn down before being removed from the site-based waiting list? **“One Offer Policy”: Tenant Selection and Assignment Plan (TSAP); an applicant is offered the suitable vacant unit and if the applicant refuses the offer, the applicant will be removed from the waiting list “unless” the applicant can legitimately verify why they are unable to accept the offer and at the HA’s discretion and on a case-by-case basis, the applicant will have one (1) opportunity to be placed at the bottom of the waiting list, with losing their original application submittal date & time, with replacement of the rejected date and time of being placed back down on the waiting list. This plan is not based on the distribution of vacancies in the HA’s developments.**
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:
1. **HA received one (1) filed complaint from Seattle HUD Office of Fair Housing & Equal Opportunity filed November 3, 2003 (Northwest Fair Housing Alliance-NWFHA -v- Kennewick Housing Authority (KHA) on the basis of discrimination of certain Hispanic tenants for National Origin, KHA’s Translation Policy, and harassment from a Neighborhood Watch Captain (KHA does not have a neighborhood watch captain) and staff. KHA responded to the alleged complaint on November 20, 2003.**
 2. **HA received seven (7) filed complaints from Seattle HUD Office of Fair Housing & Equal Opportunity filed November 25, 2003 (7 individual public housing tenants –v- Kennewick Housing Authority) on the basis of individual discrimination for National Origin, acts ranging from harassment on a Neighborhood Watch Captain (KHA does not have a neighborhood watch captain), KHA’s Translation Policy, rude treatment from staff, unfair treatment for enforcement of lease compliance.**
 3. **January 20, 2004, Seattle HUD Office of Fair Housing conducted an on-site investigation of the NWFHA & the 7 individual tenant complaints. Investigation is still pending until the KHA receives official response from Seattle HUD office. *The complaints currently has not and will not violate the KHA’s on-going and future waiting list.**

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? **1**

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? **Public Housing & Section 8 Waiting Lists**
4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?
- PHA main administrative office
 - All PHA development management offices
 - Management offices at developments with site-based waiting lists
 - At the development to which they would like to apply
 - Other (list below)

2. Capital Improvement Needs

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

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

A. Capital Fund Program

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

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

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

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

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

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

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

1. Yes No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If “No”, skip to the next component; if “yes”, complete each program description below (copy and complete questions for each program identified.)

2. Program Description:

a. Size of Program

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

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

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:

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

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

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

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

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:)

To increase the Kennewick Housing Authority and the City's affordable housing stock for the special needs population (disabled households in the community and as identified in the Housing Authority's needs assessment and City's Consolidated Plan), the KHA with awarded funding will construct a 6 unit garden style, 2-bedroom fully handicapped accessible unit housing project. New construction was the only viable means to meet the housing project while project-basing for affordability, than to locate and preserve (through rehabilitation) housing units for tenant-basing units.

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

6-units, fully handicapped accessible. Location is in the census tract of #112 of low income households in the City.

5. PHA Statement of Consistency with the Consolidated Plan

[24 CFR Part 903.15]

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

1. Consolidated Plan jurisdiction: **City of Kennewick**

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

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

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

The Kennewick Housing Authority will:

- A. Assist the City in identifying low income families and available resources from private sector to reduce barriers to affordable housing.**
- B. Construct a 6 unit garden style, 2-bedroom fully handicapped accessible unit housing project to increase affordable housing stock for the special needs population (disabled/elderly).**
- C. Establish partnership with local agencies to assist Public Housing & Section 8 program participants to become homeowners.**
- D. Attract an estimated 5-20 new landlords who want to participate in the Section 8 Tenant-Based Rental program.**

- E. Continue efforts to restore and improve Housing Authority properties with available funding (Capital Fund Program and other available funding), reduce slum and blight property conditions and assist in revitalization of distressed neighborhoods through the inspection process of Housing Quality Standards and improve safety and livability of neighborhoods through partnerships with local police department.**

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.

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
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 Resolution #818	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
X	Deconcentration Income Analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. <input checked="" 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 Resolution #784	Public housing rent determination policies, including the method for setting public housing flat rents. <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
X Resolution	Schedule of flat rents offered at each public housing development. <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
#845		
X Resolution #843	Section 8 rent determination (payment standard) policies (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment standard policies. <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Rent Determination
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
X	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
X	Any policies governing any Section 8 special housing types <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures <input checked="" 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 checked="" 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
X	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants.	Annual Plan: Capital Needs
X	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
X	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. See PIH Notice 99-52 (HA).	Annual Plan: Capital Needs
N/A	Approved or submitted applications for demolition and/or disposition of public housing.	Annual Plan: Demolition and Disposition
N/A	Approved or submitted applications for designation of public housing (Designated Housing Plans).	Annual Plan: Designation of Public Housing
N/A	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937.	Annual Plan: Conversion of Public Housing
N/A	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	Annual Plan: Voluntary Conversion of Public Housing
N/A	Approved or submitted public housing homeownership programs/plans.	Annual Plan: Homeownership
N/A	Policies governing any Section 8 Homeownership program (Section _____ of the Section 8 Administrative Plan)	Annual Plan: Homeownership
X Resolution #803	Public Housing Community Service Policy/Programs <input checked="" type="checkbox"/> Check here if included in Public Housing A & O Policy	Annual Plan: Community Service & Self-Sufficiency
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
X	Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing.	Annual Plan: Community Service & Self-Sufficiency

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
N/A	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 Resolution #790	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Pet 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
N/A	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)
N/A	Consortium agreement(s) and for Consortium Joint PHA Plans <u>Only</u> : Certification that consortium agreement is in compliance with 24 CFR Part 943 pursuant to an opinion of counsel on file and available for inspection.	Joint Annual PHA Plan for Consortia: Agency Identification and Annual Management and Operations

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					
PHA Name: HOUSING AUTHORITY CITY OF KENNEWICK			Grant Type and Number Capital Fund Program Grant No: WA19P012501-04 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	0.00			
2	1406 Operations	29,890			
3	1408 Management Improvements	25,000			
4	1410 Administration	29,890			
5	1411 Audit	0.00			
6	1415 Liquidated Damages	0.00			
7	1430 Fees and Costs	0.00			
8	1440 Site Acquisition	0.00			
9	1450 Site Improvement	3,500			
10	1460 Dwelling Structures	247,790			
11	1465.1 Dwelling Equipment—Nonexpendable	11,000			
12	1470 Nondwelling Structures	0.00			
13	1475 Nondwelling Equipment	10,900			
14	1485 Demolition	0.00			
15	1490 Replacement Reserve	0.00			
16	1492 Moving to Work Demonstration	0.00			
17	1495.1 Relocation Costs	500			
18	1499 Development Activities	0.00			
19	1501 Collateralization or Debt Service	0.00			
20	1502 Contingency	0.00			
21	Amount of Annual Grant: (sum of lines 2 – 20)	358,470			
22	Amount of line 21 Related to LBP Activities	0.00			
23	Amount of line 21 Related to Section 504 compliance	0.00			
24	Amount of line 21 Related to Security – Soft Costs	0.00			
25	Amount of Line 21 Related to Security – Hard Costs	0.00			
26	Amount of line 21 Related to Energy Conservation Measures	0.00			

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								
PHA Name: HOUSING AUTHORITY CITY OF KENNEWICK			Grant Type and Number Capital Fund Program Grant No: WA19P012501-04 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 Activities	<u>Operations</u>	1406		29,890				
	TOTAL			\$29,890				
HA Wide Activities	<u>Management Improvements</u> *Training for Public Housing Staff to keep updated on HUD changes & procedures. *Update Computer programs	1408		18,163				
				6,837				
	TOTAL			\$25,000				
HA Wide Activities	<u>Administration</u> Mod staff salaries and fringe benefits: 50% Mod/Maint. Mgr; 10% E.D.; 15% Maint. Foreman; 10% Finance Officer	1410		29,890				
	TOTAL			\$29,890				

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								
PHA Name: HOUSING AUTHORITY CITY OF KENNEWICK			Grant Type and Number Capital Fund Program Grant No: WA19P012501-04 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	
WA 12-1 Sunnyslope	<u>Site Improvement</u> *Trim trees along street & *Remove trees damaging sidewalks	1450	5	1,500				
WA 12-4 Keewaydin	*Landscape along fence line			2,000				
	TOTAL			\$3,500				
WA 12-1 Sunnyslope	<u>Dwelling Structures</u> 1. Purchase & install tub inserts & surrounds for damaged bathtubs & surrounds. 2. Rehab unit for moisture. 3. Unit door locks	1460	5	6,540				
			1	35,000				
			62	22,500				
WA 12-4 Keewaydin	*Remodel Kitchens/baths & replace worn carpets.		10	183,750				
	TOTAL			\$247,790				

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								
PHA Name: HOUSING AUTHORITY CITY OF KENNEWICK			Grant Type and Number Capital Fund Program Grant No: WA19P012501-04 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	
WA 12-1 Sunnyslope	<u>Dwelling Equipment – Non-Expendable</u> Replace oldest refrigerators.	1465. 1	5	2,000				
WA 12-4 Keewaydin	1. Replace ranges in kitchen, remodel units to handicap ranges. 2. Replace deteriorating heatpumps.		10	3,500				
			5	5,500				
TOTAL				\$11,000				
WA 12-1 Sunnyslope	<u>Dwelling Equipment-Non-Expendable:</u> *Purchase snow blower.	1475	1	2,200				
WA 12-4 Keewaydin	1. Purchase snow blower 2. Purchase riding lawn mower		1	2,200				
			1	6,500				
TOTAL				10,900				

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								
PHA Name: HOUSING AUTHORITY CITY OF KENNEWICK			Grant Type and Number Capital Fund Program Grant No: WA19P012501-04 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	
WA 12-4 Keewaydin	<u>Relocation Cost</u> Cost for moving residents for kitchen/bath remodel project.	1495. 1	10	500				
	TOTAL			\$500				

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 III: Implementation Schedule							
PHA Name: HOUSING AUTHORITY CITY OF KENNEWICK			Grant Type and Number Capital Fund Program No: WA19-P012501-04 Replacement Housing Factor No:				Federal FY of Grant: 2004
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
HA Wide Activities	09/17/06			09/17/08			
WA 12-1 Sunnyslope	09/17/06			09/17/08			
WA 12-4 Keewaydin	09/17/06			09/17/08			

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan					
Part I: Summary					
PHA Name: HOUSING AUTHORITY CITY OF KENNEWICK		<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:			
Development Number/Name/ HA-Wide	Year 1 FY-2004	Work Statement for Year 2	Work Statement for Year 3	Work Statement for Year 4	Work Statement for Year 5
		FFY Grant: WA19PO1250105 PHA FY: 2005	FFY Grant: WA19P01250106 PHA FY: 2006	FFY Grant: WA19P01250107 PHA FY: 2007	FFY Grant: WA19P01250108 PHA FY: 2008
	Annual Statement				
12-1 Sunnyslope		37,000	37,000	37,000	188,200
12-4 Keewaydin		210,500	210,500	82,000	47,000
HA Wide Activities		0.00	15,000	150,000	15,000
CFP Funds Listed for 5-year planning		247,500	262,500	269,000	250,00
Replacement Housing Factor Funds	0.00	0.00	0.00	0.00	0.00

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan						
Part II: Supporting Pages—Work Activities						
Activities for Year 1	Activities for Year : <u>2</u> FFY Grant: WA19P01250105 PHA FY: 2005			Activities for Year: <u>3</u> FFY Grant: WA19P01250105 PHA FY: 2006		
FY: 2004	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See	WA 12-1 SUNNYSLOPE	Site Improvement	2,000	WA 12-1 SUNNYSLOPE	Site Improvement	2,000
Annual		Rehab unit for moisture	35,000		Rehab unit for moisture	35,000
Statement						
		<i>Subtotal</i>	<i>\$37,000</i>		<i>Subtotal</i>	<i>\$37,000</i>
				12-4 Keewaydin	Kitchen/Baths/Carpets	200,000
					Ranges	5,000
	12-4 KEEWAYDIN	Kitchens/Baths/Carpets	200,000		Heatpumps	5,500
		Heatpumps	5,500			
		Ranges	5,000		<i>Subtotal</i>	<i>\$210,500</i>
		<i>Subtotal</i>	<i>\$210,500</i>			
	HA Wide Activities		0.00	HA Wide Activities	Replace Vehicle	15,000
		<i>Subtotal</i>	<i>0.00</i>		<i>Subtotal</i>	<i>\$15,500</i>
	Total CFP Estimated Cost		<u>\$247,500</u>			<u>\$262,500</u>

8. Capital Fund Program Five-Year Action Plan

Activities for Year : <u>4</u> FFY Grant: WA19P01250106 PHA FY: 2006			Activities for Year: <u>5</u> FFY Grant: WA19P01250107 PHA FY: 2007		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
12-1 Sunnyslope	Site Improvement	2,000	12-1 Sunnyslope	Site Improvement	2,000
	Rehab unit for moisture	35,000		Trickle vent windows	51,200
				Rehab unit for moisture	35,000
	<u>Subtotal</u>	<u>37,000</u>		Office addition	100,000
				<u>Subtotal</u>	<u>\$188,200</u>
12-4 Keewaydin	Carpet	30,000			
	Site Improvement	2,000			
	Kitchen Remodel	50,000	12-4 Keewaydin	Site Improvement	2,000
				Replace lighting fixtures in common area	15,000
	<u>Subtotal</u>	<u>\$82,000</u>		Redo Main Entrance	30,000
				<u>Subtotal</u>	<u>\$47,000</u>
HA Wide Activities	Office Addition	150,000			
			HA Wide Activities	Replace Vehicle	15,000
	<u>Subtotal</u>	<u>\$150,000</u>		<u>Subtotal</u>	<u>\$15,000</u>
Total CFP Estimated Cost		<u>\$269,000</u>			<u>\$250,200</u>

9. P&E Report CFP-FY 2002

P&E Report – CFP-2002

1/28/04

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: HOUSING AUTHORITY CITY OF KENNEWICK		Grant Type and Number Capital Fund Program Grant No: WA19P012501-02 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 No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds	0		0	0
2	1406 Operations	36,327		36,327	16,385.42
3	1408 Management Improvements	9,914		9,914	8,545.90
4	1410 Administration	36,327		36,327	30,853.43
5	1411 Audit	0		0	0
6	1415 Liquidated Damages	0		0	0
7	1430 Fees and Costs	0		0	0
8	1440 Site Acquisition	0		0	0
9	1450 Site Improvement	7,477		7,477	3,476.55
10	1460 Dwelling Structures	253,240		253,240	232,315.67
11	1465.1 Dwelling Equipment— Nonexpendable	17,166		17,166	4,736.95
12	1470 Nondwelling Structures	0		0	0
13	1475 Nondwelling Equipment	1,328		1,328	799.63
14	1485 Demolition	0		0	0
15	1490 Replacement Reserve	0		0	0
16	1492 Moving to Work Demonstration	0		0	0
17	1495.1 Relocation Costs	1,500		1,500	0
18	1499 Development Activities	0		0	0
19	1501 Collaterization or Debt Service	0		0	0

9. P&E Report CFP-FY 2002

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: HOUSING AUTHORITY CITY OF KENNEWICK		Grant Type and Number Capital Fund Program Grant No: WA19P012501-02 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 No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
20	1502 Contingency	0		0	0
21	Amount of Annual Grant: (sum of lines 2 – 20)	363,279		363,279	297,113.55
22	Amount of line 21 Related to LBP Activities	0			
23	Amount of line 21 Related to Section 504 compliance	0			
24	Amount of line 21 Related to Security – Soft Costs	0			
25	Amount of Line 21 Related to Security – Hard Costs	0			
26	Amount of line 21 Related to Energy Conservation Measures	0			

9. P&E Report CFP-FY 2002

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
PHA Name: HOUSING AUTHORITY CITY OF KENNEWICK			Grant Type and Number Capital Fund Program Grant No: WA19P012501-02 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 Activities	<u>Operations</u>	1406		36,327		36,327	16,385.42	
	TOTAL			36,327		36,327	16,385.42	
HA Wide Activities	<u>Management Improvements</u> Training for Public Housing Staff to keep updated on HUD changes & procedures.	1408		9,914		9,914	8,545.90	
	TOTAL			9,914		9,914	8,545.90	
HA Wide Activities	<u>Administration</u> Mod Staff Salaries and fringe benefits: 50% Mod/Maint Mgr; 10% E.D.; 15% Maintenance Foreman; 10% Finance Officer.	1410		36,327		36,327	30,853.43	
	TOTAL			36,327		36,327	30,853.43	

9. P&E Report CFP-FY 2002

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
PHA Name: HOUSING AUTHORITY CITY OF KENNEWICK		Grant Type and Number Capital Fund Program Grant No: WA19P012501-02 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	
WA 12-4 Keewaydin Plaza	<u>Fees & Costs</u> Building permit for kitchen/bath remodel project.	1430		0	0	0	0	Per new building inspector, no permit is required.
TOTAL				0	0	0	0	
WA 12-1 Sunnyslope	<u>Site Improvement</u> 1. Remove trees and shrubs obstructing sewerlines. 2. Scope sewerlines for damage and repair if needed.	1450	3	1,500		1,500	1,500	
WA12-4 Keewaydin Plaza	*Remove trees that are damaging pavement/walkways and restore area with plantings.		10	4,977		4,977	976.55	
			1	1,000		1,000	1,000	
TOTAL				7,477		7,477	3,476.55	

9. P&E Report CFP-FY 2002

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
PHA Name: HOUSING AUTHORITY CITY OF KENNEWICK		Grant Type and Number Capital Fund Program Grant No: WA19P012501-02 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	
WA 12-1 Sunnyslope	<u>Dwelling Structures</u> 1. Replace window blinds that have cords on them. 2. Purchase and install tub inserts and surrounds for damaged bathtubs and surrounds.	1460	33	6,270		6,270	6,270.00	
WA 12-4 Keewaydin Plaza	Remodel kitchen/baths and replace worn carpets.		16	24,170		24,170	24,170.00	
			11	222,800		222,800	201,875.67	
	TOTAL			253,240		253,240	232,315.67	

9. P&E Report CFP-FY 2002

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
PHA Name: HOUSING AUTHORITY CITY OF KENNEWICK			Grant Type and Number Capital Fund Program Grant No: WA19P012501-02 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	
WA 12-1 Sunnyslope	<u>Dwelling Equipment – Non-Expendable</u> Replace oldest refrigerators.	1465 1	5	1,966		,966	0	
WA 12-4 Keewaydin Plaza	1. Replace ranges in kitchen remodel units to handicap ranges. 2. Replace deteriorating heatpumps.		12	4,200		4,200	0	
			10	11,000		11,000	4,736.95	
	TOTAL			17,166		17,166	4,736.95	
HA Wide Activities	<u>Non-Dwelling Equipment</u> Purchase Drain Cleaning Machine.	1475	1	1,328		1,328	799.63	
	TOTAL			1,328		1,328	799.63	

9. P&E Report CFP-FY 2002

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
PHA Name: HOUSING AUTHORITY CITY OF KENNEWICK			Grant Type and Number Capital Fund Program Grant No: WA19P012501-02 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	
WA12-4 Keewaydin Plaza	<u>Relocation Cost</u> Cost for moving residents for kitchen/bath remodel project.	1495 1 .		1,500		1,500	0	
TOTAL				1,500		1,500	0	

9. P&E Report CFP-FY 2002

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part III: Implementation Schedule							
PHA Name: HOUSING AUTHORITY CITY OF KENNEWICK		Grant Type and Number Capital Fund Program No: WA19P012501-02 Replacement Housing Factor No:				Federal FY of Grant: 2002	
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 Activities	06/30/04			06/30/06			
WA 12-1 Sunnyslope	06/30/04			06/30/06			
WA 12-4 Keewaydin	06/30/04			06/30/06			

10. P&E Report CFP-FY 2003

P&E Report – CFP-2003

1/28/04

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: HOUSING AUTHORITY CITY OF KENNEWICK		Grant Type and Number Capital Fund Program Grant No: WA19P012501-03 Replacement Housing Factor Grant No:			Federal FY of Grant: <u>2003</u>
<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					
Lin e No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds	0			
2	1406 Operations	29,890		29,890	0
3	1408 Management Improvements	25,000		0	0
4	1410 Administration	29,890		29,890	0
5	1411 Audit	0			
6	1415 Liquidated Damages	0			
7	1430 Fees and Costs	0			
8	1440 Site Acquisition	0			
9	1450 Site Improvement	23,000		10,000	0
10	1460 Dwelling Structures	172,254		172,254	0
11	1465.1 Dwelling Equipment— Nonexpendable	17,166		0	0
12	1470 Nondwelling Structures	0			
13	1475 Nondwelling Equipment	1,000		0	0
14	1485 Demolition	0			
15	1490 Replacement Reserve	0			
16	1492 Moving to Work Demonstration	0			
17	1495.1 Relocation Costs	700		0	0
18	1499 Development Activities	0			
19	1501 Collaterization or Debt Service	0			

10. P&E Report CFP-FY 2003

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: HOUSING AUTHORITY CITY OF KENNEWICK		Grant Type and Number Capital Fund Program Grant No: WA19P012501-03 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 No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
20	1502 Contingency	0			
21	Amount of Annual Grant: (sum of lines 2 – 20)	298,900		242,034	0
22	Amount of line 21 Related to LBP Activities	0			
23	Amount of line 21 Related to Section 504 compliance	0			
24	Amount of line 21 Related to Security – Soft Costs	0			
25	Amount of Line 21 Related to Security – Hard Costs	0			
26	Amount of line 21 Related to Energy Conservation Measures	0			

10. P&E Report CFP-FY 2003

**Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages**

PHA Name: HOUSING AUTHORITY CITY OF KENNEWICK		Grant Type and Number Capital Fund Program Grant No: WA19P012501-03 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 Activities	<u>Operations</u>	1406		29,890		29,890	0	
	TOTAL			29,890		29,890	0	
HA Wide Activities	<u>Management Improvements</u> Training for Public Housing Staff to keep updated on HUD changes & procedures.	1408		18,163		0	0	
	Update computer programs.			6,837		0	0	
	TOTAL			25,000		0	0	
HA Wide Activities	<u>Administration</u> Mod Staff Salaries and fringe benefits: 50% Mod/Maint Mgr; 10% E.D.; 15% Maintenance Foreman; 10% Finance Officer.	1410		29,890		29,890	0	

10. P&E Report CFP-FY 2003

**Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**

Part II: Supporting Pages

PHA Name: HOUSING AUTHORITY CITY OF KENNEWICK		Grant Type and Number Capital Fund Program Grant No: WA19P012501-03 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	
	TOTAL			29,890		29,890	0	
WA 12-1 Sunnyslope	<u>Site Improvement</u> 3. Remove trees and shrubs obstructing sewerlines.	1450	5	2,500		0	0	
	4. Scope sewerlines for damage and repair if needed.		10	5,000		0	0	
	5. Enclose outside A/Cs.		5	5,500		0	0	
WA12-4 Keewaydin Plaza	Restore/repave parking lot, stripping and curb cut.			10,000		10,000		
	TOTAL			23,000		10,000	0	

10. P&E Report CFP-FY 2003

**Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages**

PHA Name: HOUSING AUTHORITY CITY OF KENNEWICK		Grant Type and Number Capital Fund Program Grant No: WA19P012501-03 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	
WA 12-1 Sunnyslope	<u>Dwelling Structures</u> 3. Purchase and install tub inserts and surrounds for damaged bathtubs and surrounds.	1460	11	15,107		15,107	0	
WA 12-4 Keewaydin Plaza	Remodel kitchen/baths and replace worn carpets.		10	157,147		157,147	0	
	TOTAL			172,254		172,254	0	
WA 12-1 Sunnyslope	<u>Dwelling Equipment – Non- Expendable</u> Replace oldest refrigerators.	1465 ¹	5	1,966		0	0	
WA 12-4 Keewaydin Plaza	3. Replace ranges in kitchen remodel units to handicap ranges.		12	4,200		0	0	
	4. Replace deteriorating heatpumps.		10	11,000		0	0	

10. P&E Report CFP-FY 2003

**Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**

Part II: Supporting Pages

PHA Name: HOUSING AUTHORITY CITY OF KENNEWICK		Grant Type and Number Capital Fund Program Grant No: WA19P012501-03 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	
	TOTAL			17,166		0	0	
HA Wide Activities	<u>Non-Dwelling Equipment</u> Purchase inventory storage shelves.	1475	10	1,000		0	0	
	TOTAL			1,000		0	0	
WA12-4 Keewaydin Plaza	<u>Relocation Cost</u> Cost for moving residents for kitchen/bath remodel project.	1495 1 .	11	700		0	0	
	TOTAL			700		0	0	

10. P&E Report CFP-FY 2003

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

PHA Name: Housing Authority City of Kennewick		Grant Type and Number Capital Fund Program No: WA19P012501-03 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 Activities	09/16/05			09/16/07			
WA 12-1 Sunnyslope	09/16/05			09/16/07			
WA 12-4 Keewaydin	09/16/05			09/16/07			

ADMISSIONS AND CONTINUED

OCCUPANCY POLICY

(ACOP)

**For:
Public Housing Program**

KENNEWICK HOUSING AUTHORITY

1915 W. 4TH PLACE

KENNEWICK, WA 99336

Phone: (509) 586-8576

Fax: (509) 582-7544

TDD: 1-800-545-1833

Housing Authority City of Kennewick
(Kennewick Housing Authority – KHA)

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CHAPTER 1. FAIR HOUSING / STATEMENT OF NONDISCRIMINATION

This Admissions and Continued Occupancy Policy (ACOP) defines the Kennewick Housing Authority's (KHA) policies for operation for the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

It is the policy of the Kennewick Housing Authority (KHA) to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U.S. Department of Housing and Urban Development (HUD) regulations governing Fair Housing and Equal Opportunity. The KHA will abide by nondiscrimination requirements of:

- a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, or national origin in programs receiving Federal financial assistance;
- b. The Fair Housing Act, which prohibits discrimination based on race, color, religion, national origin, sex, familial status (including children under the age of 18 living with parents or legal custodians, single women without other children who are pregnant or people in the process of receiving custody of children under 18 years of age or handicap in the sale, rental, or advertising of housing;
- c. Section 504 of the Rehabilitation Act of 1973, Which prohibits discrimination based on handicap in programs receiving Federal financial assistance;
- d. The Age Discrimination Act of 1987, as amended, prohibits age discrimination and protects applicants and employees 40 years of age or older from discrimination on account of age in hiring, promotion, discharge, compensation, terms, conditions, or privileges of employment.
- e. Executive Order 11063, which requires HUD to take whatever action, is necessary to prohibit discrimination based on race, color, national origin, religion, creed, or sex, in housing, who receives Federal financial assistance.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability/handicap be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under the Kennewick Housing Authority's (KHA) housing programs.

To further the Kennewick Housing Authority's (KHA) commitment to full compliance with applicable Civil Rights laws, the KHA will provide Federal, State, local information to applicants/tenants of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information may be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Kennewick Housing Authority administration office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The KHA will not intimidate, threaten, or take any retaliatory action against any applicant or resident because of a person's participation in civil rights activities or assertions of civil rights. The KHA will not deny physically handicapped persons an opportunity to apply for public housing due to inaccessible application offices.

The KHA will not assign employees in a way, which would result in discrimination against applicants or residents.

The KHA will prominently display fair housing poster(s) at any office where applications are taken and every development building (except for single-family dwellings).

The KHA will maintain the information HUD needs to determine that the Public Housing Program is being operated in non-discriminatory manner. In particular, the KHA will maintain information of race, ethnicity (Hispanic or non-Hispanic), sex, and age of the head of household of all families which submit an application for admission and of all residents in occupancy.

No preference will be shown to any applicant because of political affiliation or acquaintance with any public official at the Federal, state, or local level. In addition there shall be no discrimination against any applicant receiving part or all of his income from public assistance, providing such applicants are otherwise eligible for admission.

Applicants and residents may submit their alleged discrimination complaints and also receive more technical information and details by contacting HUD at the following address and telephone numbers:

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
Seattle Federal Office Building
909 First Avenue, Suite 200
Seattle, WA 98104-1000
Phone/Fax (206) 220-5302
TDD (206) 220-5185
Voice (206) 220-5175
Toll Free/Voice 1- 800-669-9777
Toll Free TDD 1-800-927-9275

CHAPTER 2. REASONABLE ACCOMMODATION(S)

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

1. **Requesting a Reasonable Accommodation:** An applicant or resident who is requesting a reasonable accommodation must request their reasonable accommodations in writing by completing the required forms below:
 - A. KHA Reasonable Accommodation Request Form (form must be completed by the applicant/resident, describing in full detail the accommodation/modification they are requesting);
 - B. KHA Reasonable Accommodation/Modification Verification Form (this form must be completed and signed by a Third Party Professional on behalf of the applicant/resident. The EEOC's guidance on reasonable accommodation under the Americans with Disabilities Act states: a certifying agency and/or Housing Authority may require documentation "from an appropriate health care or rehabilitation professional". The appropriate professional in any particular situation will depend on the disability and type of functional limitation it imposes. Appropriate professionals include, for example, doctors (including psychiatrists), psychologists, physical therapists, vocational rehabilitation specialists, and licensed mental health professionals (not a case manager). The third party professional must specifically state and describe the accommodation and/or modification that he/she is contesting the applicant/resident needs and if not granted, the outcome or effect the applicant/resident will be adhere to if not granted.

2. **Approval or Denial of a Reasonable Accommodation:** The process of approving or denying any written reasonable accommodation requests, the following must be identified and assessed by the Executive Director or designee:
 - A. To define a person with a disability he/she must be:
"A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment. (the disability may not be visually apparent to others)";
 - B. Is the applicant/resident who has submitted a request disabled;
 - C. Is the request reasonably related to the applicant/resident's disability;

- D. Is the requested accommodation reasonable. In order to be determined reasonable, the accommodation must meet:
 - D.1. Does the accommodation constitute a fundamental alteration? If the request would alter the KHA's business service practice, it would not be considered reasonable.
 - D.2. Would the accommodation create an undue financial hardship or administrative burden? If the cost would be an undue burden, the KHA will seek a less expensive and effective alternatives.

- E. A written decision to the tenant will be issued for all submitted approved or denied requests.

The Kennewick has set forth a Translation Policy for applicants and program participants. The policy states the KHA will:

- A. Policy is for all applicants and program participants;
- B. All KHA leases, rules, regulations, notices, etc. will only be written in the English language;
- C. Applicants and tenants and/or program participants will be responsible for coordinating a translator to provide the service. The applicant, tenant, program participant may have a friend or relative who can provide the service, as long as the translator is an adult (18 years of age and older).
- D. The KHA will provide and maintain a list of certified and uncertified translators for applicants, tenants, program participant's' convenience. The list will include those translators used by DSHS, L&I, the City or local community agencies. The list will be available to take home and will be posted in the administration office lobby, development site offices and recreational facilities.
- E. A policy reminder will be placed at the bottom of every important KHA document. Documents include, but not limited to: applicant denial letters, comply/pay or vacate notices, termination notices, hearing notices (schedule and determination notices for informal/formal hearings), tenant rent notifications, annual recertification notices, inspection notices, deposit & collection notices, and any other important documents to applicants, tenants and program participants. The policy reminder will state: *"The applicant, tenant, and program participant who feel they have a language barrier will be responsible for payment and coordinating a translator. The Housing Authority maintains a list of translators for your convenience"*.
- F. In the event if there is available Spanish or other language bilingual staff members who are available to meet with the applicant, resident or program participants, the KHA will provide the translation service. This will be the last option.

CHAPTER 4.

FAMILY OUTREACH

1. The KHA will publicize the availability and nature of the Public Housing program for extremely low-income, very low-income and low-income families in a newspaper of general circulation, minority media, and by other suitable means.
2. To reach people who cannot or do not read the newspapers; the KHA will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The KHA will also try to utilize public service announcements.
3. The KHA will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

CHAPTER 5.

**RIGHT TO PRIVACY, CONFIDENTIALITY &
DISPOSITION OF RECORDS**

1. Right to Privacy: All adult members of both applicant and tenant households are required to sign a HUD Form 9886, Authorization for Release of Information/Privacy Act Notice and KHA's Consent for the Release of Information forms. The authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.
2. Confidentiality: All client related information and documents are to be kept in strict confidence and are subject to the following criminal and civil penalties:
 - A. Criminal penalties – Any person who knowingly and willfully requests or obtains, under false pretenses, any wage and claim information concerning an applicant or participant from a State Wage Information collection Agency (SWICA) pursuant to this part, or who knowingly and willfully discloses any such information in any manner to an individual not entitled under any law to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000. The term “person” for purposes of this paragraph shall include an officer or employee of HUD, an officer or employee of any Public Housing Authority, and any owner (or employee of an owner) responsible for determining the ineligibility for or level of assistance.
 - B. Civil penalties – Any applicant or participant affected by:
 - B.1. A negligent or knowing disclosure of information referred to in section 904 of the McKinney Amendments or section 303 (i) of the Social Security Act about such person by an officer or employee of any Public Housing Authority or owner (or employee of an owner), which disclosure is not authorized by section 904, section 303 (i), or any implementing regulation, or
 - B.2. Any other negligent or knowing action that is inconsistent with section 904, section 303 (i), or any implementing regulation may bring a civil action for damages and such other relief as may be appropriate against any officer or employee of any Public Housing Authority or owner (or employee of an owner) responsible for any such unauthorized action. Authorized use of income information includes any use of the information determined by HUD, a Public Housing Authority, or an owner to be necessary for determining eligibility for or an owner to be necessary for determining eligibility for or level of assistance in a covered program and not prohibited by a Federal or State law. Jurisdiction of such a case is in the United States district court in the district in which the affected applicant or participant resides, in which the unauthorized action occurred, or in which the applicant or participant alleged to be responsible for the unauthorized action resides. Appropriate relief that may be ordered by the district court shall include reasonable attorney fees and other litigation costs.

- C. Disposition of Records: The KHA will retain a copy of each resident's application for admissions to the Public Housing program in the resident's file. Any other occupancy information the KHA collects will be retained for at least three years or until audited by HUD, whichever occurs later. This would include data on current applicants and residents, and applications from people who were never admitted.
- D. Confidentiality of Criminal Records:
- D.1. The KHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.
 - D.2. If the family is determined eligible for initial or continued assistance, the criminal report shall be shredded as soon as the information is no longer needed for the eligibility or continued assistance determination and the KHA will document the date the report was destroyed.
 - D.3. If the family's assistance is denied or terminated, the criminal record information shall be shredded immediately upon completion of the review or hearing procedures and a final decision has been made and the KHA will document the date the report was destroyed.

CHAPTER 6.

REQUIRED POSTINGS

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

- A. Statement of Policies and Procedures governing Admissions and Continued Occupancy;
- B. Notice of status on program waiting lists (opened or closed);
- C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operations hours;
- D. Income Limits for admissions;
- E. Excess Utility Charges;
- F. Utility allowance Schedule;
- G. Current Schedule of Routine Maintenance Charges;
- H. Dwelling Lease;
- I. Grievance Procedures;
- J. Fair Housing Poster;
- K. Equal Opportunity Employment Poster;
- L. Any current KHA Notices

CHAPTER 7. APPLICATION VERIFICATION PROCESS & PACKET

1. Applicant Process:

- A. Application Verification & Receipt of Application: All applications will be received and placed on the waiting list while being processed for eligibility regarding and including verification of income, assets, preference, criminal history check, disability status, social security numbers and immigration status, and rental history check. These verifications will be required at the time of initial application submittal and definitely before any family is admitted under the program for assistance.
- A.1. All applications received will be placed on the open waiting list according to the date and time of application submittal.
- B. The applicant and/or live-in aide (care provider) must provide signed release of all household members 18 years of age and older, and complete income, asset, and preference information on the KHA's application form(s). All questions/items must be answered completely on the application and attached forms. This will be communicated to applicants when applications are being distributed.
- B.1. Completed applications will need to be submitted in person at the KHA administration office, 1915 West 4th Place * Kennewick, WA 99336, when the program waiting list(s) are open for application submittal, or for reasonable accommodations for persons with a disability, be submitted, via by mail.
- C. Limits on Who May Apply: When the waiting list is open, any family and including single family households may complete and submit an application. When the application is submitted to the KHA, it establishes the family's application date and time of submittal for placement order on the waiting list.
- D. Updating Application Changes: **All changes in information must be reported in writing by the applicant within ten (10) calendar days of the date of change, failure to report changes will result in application removal from the list.** This includes all types of changes such as address, phone number, income, family composition, rent payments, etc. When reporting any changes, which could possibly affect their preference request or status, the applicant will also need to submit along with their written notification/request, documentation verifying their requested preference. Applicants will need to provide the following in their written request:

Address: All applicants must provide the effective date of the change, their current address and phone number, and the name, address, and phone number of the new landlord;

Family: When adding a new child or household member, the KHA must know the full name, sex, date and place of birth, the Social Security number (if known), and citizenship status;

Preference: As with new applications, preference requests will be verified at the time of application submittal and most definitely at the time of admissions into the program for assistance.

- E. Pending Applications: All applications will be placed on the waiting list according to the information and documentation at the time of application submittal. Applications will be considered “pending” until all information is received and verified. Once verified, the application is considered “eligible” for admissions and housing.
- F. Verification of Preference: The applicant will be required to complete a preference request form and verify the preference they are requesting. If the applicant fails to provide the required verification within the time deadline or provides verification, which is inadequate, the preference will be denied by sending the applicant written notification. The applicant does have the opportunity to meet with the appropriate KHA staff regarding the denial of preference.
- G. Verification of Income, Assets and additional application verification “must be” less than 90 days old.
2. Non-Elderly Single Disabled Applicants: Those applicants receiving SSI or SS Disability (SSD) income can verify that they are disabled by providing verification from SS of the income they receive. Those applicants, who do not receive income from SSI or SSD, must have a health or service third party professional provide written verification documenting the applicant is disabled. If the health or service third-party professional certifies that the person does not qualify under the KHA’s definition as a disabled person, they will be placed on the waiting list as a non-elderly and not disabled applicant.
3. Homeless Applicants: The KHA does not have “emergency” housing assistance funding. To assist and track homeless families, any family at the time of seeking and submitting an application for housing must have a certifying agency complete the KHA’s Certificate for Substandard Housing form.
4. Landlord References: The KHA requires applicants to provide correct information on their past and current landlord history for program eligibility. The applicant is required to report such information on the KHA’s appropriate form.

5. Suspension of Applications Due to Funding: If there is insufficient funding to admit all eligible applications for participation in the program, the KHA may at any time suspend the acceptance of processing of new applications or the addition of any new applicants on the waiting list. Any such suspension (and any subsequent reopening of applications) will be publicly announced by the KHA through publications in newspaper of general circulation, minority media, and by other suitable means.

CHAPTER 8. RECEIPT OF APPLICATION, DETERMINATION OF ELIGIBILITY & MANAGING THE WAITING LIST

1. The KHA will accept applications from all families seeking housing assistance as long as the waiting list is open.

A. Open Waiting List: Opening of the waiting list will be announced with a public notice stating applications for the Public Housing program will be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by available minority media. The public notice will state any limitations to who may apply.

The notice will also state for applicants already on a waiting list for other housing assistance programs must apply separately for the Public Housing program. The notice will include the Fair Housing logo and slogan and will be compliant with Fair Housing requirements.

If the waiting list is open, the KHA will accept applications from families unless there is good cause for not accepting the applications, such as denial of assistance because of action or inaction by members of the family or unavailable funding.

B. Closed Waiting List: The KHA may close the open waiting list at any time and stop accepting applications if there are sufficient applicants to fill anticipated openings for the next 24 months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with the applicable civil rights laws.

The open period shall be long enough to achieve a waiting list that is adequate to cover projected turnover and new allocations over the next 24 months. The KHA will give at least three (3) days notice prior to closing the list. When the period for accepting applications is over, the KHA will add new applicants to the list as described in the following section.

The KHA will announce the closing of the waiting list by public notice as stated in the section above for “Open Waiting Lists”, unless otherwise specified of any limitations in the original notification of opening and closing of the waiting list.

2. Applications will be taken by a staff member of the KHA so as to bring forth more complete information. Any verifying documents which the applicant might have will be reviewed and notations made for the KHA’s use.

3. Eligibility Notification: Eligible and ineligible applicants will be notified promptly of their status. Ineligible applicants will be informed of the reason(s) why their application was found ineligible. Applicants who are entitled to an informing hearing to grievance their denial, will be informed of such hearing eligibility within their written notice. *See Grievance section for applicants who are eligible to a grievance hearing.

4. Establishing & Organization of the Waiting List: As a general rule, applicants who qualify for a Local Preference will be selected before applicants who do not qualify for a preference. Within the Local Preferences, applicants will be selected according to income where at least 40% of families selected will have annual incomes that do not exceed 30% of the areas median income for their family size. In addition, the KHA reserves the right to bypass the selection criteria system in very limited but urgent situations where families do not qualify for a preference. All situations will be verified as to the urgency of the applicant's housing needs and will only be approved by the Executive Director.

A. Applications will be controlled and classified as follows:

A.1. Time and date stamped as received;

A.2. Classified by:

i. Status;

ii. Unit Size required;

iii. Preference Category

B. The KHA will be responsible for determination of eligibility for program eligibility and admissions for determination of annual income, adjusted income and tenant rent, and for reexamination of family income and composition at least annually.

C. Establishing the waiting list:

C.1 Written applications on the KHA standard application form(s) will be accepted from all families seeking admissions into the program and a waiting list maintained of apparently eligible families. Unless application taking has been suspended, applications will be received during the posted hours, in person or by mail, at the KHA's administration office, 1915 West 4th Place * Kennewick, WA 99336.

C.2. All applications will be dated, time-stamped and processed to the extent necessary to determine whether the applicant is initially eligible. Applications will be organized on the program waiting list according to preference eligibility along with date/time of application submittal. The family will only be placed on the waiting list of programs for which they want to apply and which have units suitable for the applicant.

C.3. Primarily, applications will be received and placed on the waiting list according to the information and documentation at the time of application submittal. Applications will be considered "pending" until all information is received and verified. Once verified, the application is considered "eligible" for admissions and housing. The applicant will receive notification from the KHA that they are apparently eligible "pending" final verification and they will be required to submit any requested documentation/verification prior to being offered housing assistance. Upon receipt of all required verification/documentation, the application will be considered "eligible".

C.4. As the application constitutes the basic record for each family applying for program admissions and participation, all adult family members will be required to sign the appropriate forms certifying the information provided is accurate to the best of their knowledge. Prior to being offered housing assistance, the applicant will verify any information required by the KHA.

5. Purging the Waiting List and Applicant Check-In Policy:

- A. The KHA will update and purge its waiting list at least once annually and monthly to ensure the waiting list is current and accurate. The “annul” update/purging will be conducted by written correspondence by mail, asking and requiring applicant’s confirmation of continued interest and any household changes. *See Chapter 7.1.D regarding application Updating Application Change Requirement.
- B. Any applicant contact and application activity will be documented in the applicant file.

6. Families nearing the top of the waiting list:

- A. When a family appears to be within the top one (1) to ten (10) applicants on the waiting list placement and the KHA has an available unit, the families will be contacted and a final eligibility will be conducted for admissions (i.e., income, social security number, citizenship/immigration status, preference status).
- B. If the family no longer qualifies to be near the top of the waiting list, such as due to they are no longer eligible for a local preference, the family’s name will be returned to the bottom of the waiting list with suspension/removal of the preference and the family will be notified in writing of such action.

7. Removal of Applicants from the Waiting List:

- A. Any written correspondences by mailings to the applicant which require a response will state that failure to respond within ten (10) calendar days will result in removing the family’s application from the waiting list without further notice.
- B. An extension of ten (10) calendar days to respond will be granted, if requested and need a reasonable accommodation for a person with a disability.
- C. If a written correspondence notice to an applicant is returned by the Post Office, the family’s application will be removed without further notice, and the envelope and written notice will be maintained in the applicant’s file.
- D. If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless the Executive Director or his/her assigned designee determines. This is subject upon a case-by-case basis.

- E. The KHA will not remove a family's application from the waiting list unless:
 - E.1. The applicant family requests that the name be removed;
 - E.2. The applicant does not meet either the eligibility or suitability criteria for the program.

- F. Missed Appointments:
 - F.1. All applicants who fail to keep a scheduled appointment with the KHA will automatically be removed from the program waiting list, without further notice.
 - F.2. The KHA will allow the applicant family to reschedule for good cause. No more than one (1) opportunity will be given to reschedule without good cause, and no more than one (1) opportunity will be given for good cause. When good cause exists for missing an appointment, the KHA will work closely with the applicant family to find a more suitable time.

CHAPTER 9.

ELIGIBILITY FOR ADMISSIONS

There are six (6) eligibility requirements for admissions to the Public Housing Program: available units appropriate for the family, qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the KHA's screening criteria in order to be admitted to the Public Housing Program.

1. Eligibility Criteria. The KHA will admit, as residents of its low-income developments, applicants who, at the time of admissions, meet all the following requirements:
 - A. Availability of appropriate Units & Type:
In order for an applicant to be considered for admissions to the Public Housing program, the KHA must have an appropriate size and type of dwelling unit, and type of development, in its public housing inventory.
 - B. Family Status:
The KHA accepts applications only from families whose head or spouse is at least 18 years of age or emancipated minors under State law.

Unborn children and children in the process of being adopted are not considered family members for the purpose of determining bedroom size and are not considered family members for determining income limits.

- B.1. To be eligible for participation, in addition, an applicant must meet HUD's criteria as any permissible additional criteria established by the KHA:

The HUD's eligibility criteria are:

- i. An applicant must be a "family";
- ii. An applicant must be within the appropriate Income Limits, whose annual family income does not exceed the most current approved lower income family limits in effect at the time of the lease. Income limits are published annually by HUD;
- iii. An applicant must provide/furnish Social Security Numbers for all family members age six and older;
- iv. An applicant must provide/furnish declaration of Citizenship or Eligibility Immigrant Status and verification where required, per 24 CFR Part 200 Subpart G;
- v. At least one member of the applicant family must be either a U.S. Citizen or have eligible immigration status before the KHA may provide any rental assistance.

- C. The applicant family’s initial eligibility for placement on the waiting list will be made in accordance with the eligibility factors:
 - C.1. Evidence of Citizenship/Eligible Immigration Status and Social Security numbers will be verified at the initial application submittal and before the applicant family is selected from the waiting list for final eligibility and for housing.

- 2. Family Composition: The applicant must qualify as a Family. A family may be a single person or group of persons.
 - A. Preference over Single Persons: A “single” person receives the lowest priority on the KHA’s waiting list, regardless of their claimed/verified preference. Such applicants will be offered housing assistance only after no qualified elderly or person with a disability remain on the waiting list for the same unit bedroom size.
 - A.1. A single person who is not elderly or displaced person, or a person with disabilities, or the remaining member of a family may not be provided a unit with two or more bedrooms.

 - B. Family Composition Definition: A “family” includes a family with a child or children. A group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family. The KHA determines if any other group of persons qualifies as a “family”.
 - B.1. A single person family may be:
 - i. An elderly person;
 - ii. A handicap person;
 - iii. A person with a disability

 - B.2. Individuals may not be considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence.

 - B.3. A child who is “temporarily” away from the home because of placement in state foster care is considered a member of the family. The KHA will determine the status of “temporarily”. This provision only pertains to the foster child’s temporary absence from the home, and is not intended to artificially enlarge the space available for other family members.

 - B.4. A family also includes:
Two or more persons who intend to share residency whose income and resources are available to meet the family’s needs and who have a history as a family unit or show evidence of a stable family relationship.

 - B.5. Head of Household: The head of household is an adult member of the

household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a legally binding lease under State and local law. State emancipated minors who qualify under State law will be recognized as head of household.

- B.6. Spouse of Head: Spouse means the legal husband or wife of the head. For proper application of the Non-Citizens Rule, the definition of spouse is: “the marriage partner who, in order to dissolve the relationship, would have to be divorced. It includes the partner in a common law marriage. The term “spouse” does not apply to boyfriends, girlfriends, significant others, or co-heads.
- B.7. Co-Head: An individual in the household who is equally responsible for the legally binding lease with the Head of Household. A family may have a spouse or co-head, but not both. A co-head never qualifies as a dependent.
- B.8. Live-In Aide/Care Provider:
- i. A family may include an approved live-in aide provided that such live-in aide:
 - a. Is determined by the KHA to be essential to the care and well being of an elderly person, or a person with a disability;
 - b. not obligated for the support of the person(s);
 - c. Would not be living in the unit except to provide 24 hour around the clock care for the person(s).
 - ii. Live-in aide is treated differently than family members in that:
 - a. Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits;
 - b. Are not subject to Non-Citizen Rule requirements; May not be considered as a remaining member of the tenant family.
 - c. Relatives are automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.
 - d. A live-in aide may only reside in the unit with the approval of the KHA. The applicant or tenant must request to add a live-in aide to their lease and unit by submitting a written request, completing a Reasonable Accommodation form along with submitting a completed Reasonable Accommodation Verification Form must completed by a third party professional on behalf of the applicant and/or tenant. *See Section 2 Reasonable Accommodation for the required steps and forms to request such accommodation for a live-in aide. The verification must include the hours of care that is needed and will be provided to the applicant or tenant.

- e. At any time, the KHA has the right and will refuse to approve a particular person as a live-in aide or may withdraw such approval if the person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program; a person who commits drug or criminal activity; if the person currently owes rent or other monies to the KHA or to another Public Housing Authority in connection with the Section 8 and or Public Housing assistance under the 1937 Housing Act.

B.9. Split Households Prior to Housing/Leasing:

- i. When a family on the waiting list splits into two (2) otherwise eligible families due to divorce or legal separation, and both families claim the same placement on the waiting list, and there is no court determination, the KHA will make the decision taking into consideration the following factors:
 - a. Which family member applied as ahead of household;
 - b. Which family unit retains the children or any disabled or elderly members;
 - c. Restrictions that were in place at the time the family applied for housing;
 - d. Role of domestic violence split;
 - e. Recommendations from a state social service agency.
- ii. Documentation of these factors is the responsibility of the families. If either or both of the families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by the KHA.

B.10. Multiple Families in the Same Household: When families apply which consist of two families living together, (i.e., such as a mother and father, a daughter with her own spouse and children), if they apply as a family, they will be treated as a family unit.

B.11. Joint Custody of Children: The following outlines the establishment of joint custody of children:

- i. Children who are subject to a joint custody agreement but live with one parent at least 55% of the time within a calendar year will be considered members of the household. To define 55% of the time is when the child(ren) are living with the parent for 201 days of the calendar year, which does not have to run consecutively, but on a consistent basis.
- ii. When both parents are on the Waiting List and both are trying to claim the child(ren), the KHA will request a copy of the court awarded Parenting Plan to establish custodialship.

3. Other Criteria For Admissions: The KHA will apply the following criteria, in addition to the HUD eligibility criteria, as grounds for denial of admissions to the program:
 - A. The family or any family member must not have violated any family obligation during a previous participation in the Section 8 and/or Public Housing program for five (5) years prior to final eligibility determination.
 - A.1 The KHA will make an exception if the family member who violated the family obligation is not a current member of the household on the application, upon applying for housing assistance. This will be determined on a case-by case basis, and up to the discretion of the Housing Authority.
 - A.2. The family must pay any outstanding debt owed to the KHA as a result of prior participation in any federal housing program before the KHA will allow admittance into the Public Housing low rent program or any subsidized program.
 - A.3. On a case-by case basis the KHA will allow exceptions due to health reasons. The KHA will verify the family is in good standing regarding any payment agreement made with another PHA. For residents who owe monies to another housing authority or the KHA, and has entered into a repayment agreement, it is the initial housing authority responsibility to monitor the repayment agreement for compliance and inform the receiving housing authority (KHA if applies) of such non-compliance for determining program assistance.
 - A.4. The KHA will check the criminal history for all adult members in the household to determine whether any member of the family has violated any of the prohibited behavior/acts as referenced in the Screening and Eviction for Drug or Criminal Activity section.
 - A.5. A family may not be admitted into the program from another KHA program or another housing authority assisted program (i.e., Section 8 Program). A Section 8 tenant who wishes to become/live in the Public Housing program as a resident must apply separately, when the program waiting list is open and meet required admissions criteria for program assistance. This also applies for Public Housing tenants, wishing to participate in the Section 8 program.
4. Changes in Eligibility Prior to Effective Date of Lease Execution and Receiving Housing Assistance: Changes that occur during the period between the lease-up process may affect the family's eligibility or share of rental assistance and tenant payment.
5. Eligible and Ineligible Families: The KHA will document its determination that an applicant is eligible and meets the KHA's admission standards. The KHA will also document its determination that an applicant is ineligible, does not meet the KHA's admission standards, or will be dropped from the waiting list for any other reason(s). All applicants will be notified of such determination in writing from the KHA. (See General Guidelines for Applicant/Tenant Criteria for Eligibility Grievances).

6. Prohibited Admissions Criteria: Admission to the program may not be based on where the family lives before admissions to the program. Admission to the program may not be based on:
 - A. Discrimination:
 - A.1. Discrimination because members of the family are unwed parents, recipients of public assistance, or children born out of wedlock.
 - A.2. Discrimination because a family includes children.
 - B. Income Eligibility:
 - B.1. Admission to units available on or after October 1, 1981: To be eligible for admissions to developments or scattered-site based units that were available for occupancy before October 1, 1981, the family's annual income must be within the low-income limit set by HUD. This means the family's combined income cannot exceed 80 percent of the median income guidelines for the area, per HUD 24 CFR 5.607.
 - B.2. To be eligible for admissions to developments or scattered-site units that became available on or after October 1, 1981, the family's annual income must be within the very low-income limit set by HUD, unless HUD grants an exception. This means without a HUD exception, the family's combined income cannot exceed 50 percent of the median income guidelines for the area.
 - B.3. A family may not be admitted to the Public Housing program from another assisted housing program (i.e., tenant-based Section 8 Program) or from a Public Housing program operated by another housing authority without meeting the income requirements of the KHA. *See also Section 3.A.5 Above.
 - B.4. If the KHA acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants under the program.
 - B.5. Income limit restrictions do not apply to families transferring within the Public Housing program (i.e., unit transfers).
 - B.6. If there are no eligible families on the waiting list and the KHA has published a 30-day notice of available units in at least one newspaper of general circulation, families above the applicable limit may be housed. They must vacate the unit if an eligible family applies and is admitted into the program.
 - C. Citizenship/Eligibility Status: The following outlines eligibility:
 - C.1. To be eligible each member of the family must be a U.S. citizen, national, or noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 143a(a)).
 - C.2. Each family shall meet the following for assistance:
 - i. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible

- status, with the exception noted below.
 - ii. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of the three types of assistance. (See section 13.6 for calculating rents under the noncitizen rule).
 - iii. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

- D. Mandatory Social Security Numbers: Families are required to provide verification of Social Security Numbers for all family members age 6 years and older prior to admission, if they have been issued a number by the Social Security Administration. This requirement also applies to person joining the family after admissions to the program. Once a child who reaches 6 years of age, who did not have a social security number at the time of admissions, must apply, receive and submit the Social Security Number to the KHA.
 - D.1. Failure to furnish verification of Social Security Numbers is grounds for denial and/or termination of assistance.
 - D.2. Persons who have not been issued a Social Security Number must sign a certification that they have never been issued a Social Security Number by the Social Security Administration.
 - D.3. Persons who disclose their Social Security Numbers but cannot provide verification must sign a certification and provide verification within 90 days.

- E. Verification of Status Before Admissions: The KHA will not provide assistance to families prior to the verification of eligibility for the individual or at least one family member pursuant to this section.

- F. Signing Consent Forms:
 - F.1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head or spouse regardless of age, shall sign one or more consent forms.
 - F.2. The consent form must contain, at a minimum of the following:
 - i. A provision authorizing HUD or the KHA to obtain from State Wage Information Collection Agencies (SWICA's) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
 - ii. A provision authorizing HUD or KHA to verify with previous or current employers income information pertinent to the family's eligibility for or level/amount of assistance;
 - iii. A provision authorizing HUD to request income information from the IRS and the SAA for the sole purpose of verifying income information pertinent to the family's eligibility level of benefits;

- iv. A statement that the authorization to release the information requested by the consent form expires fifteen (15) months after the date the consent form is signed.

7. Tenant Screening & Suitability:

- A. The KHA will screen family behavior or suitability for tenancy. The KHA is responsible for screening families based on their tenancy histories.
- B. Applicant families will be evaluated to determine whether based on their recent behavior such as behavior could reasonably be expected to result in noncompliance with the Public Housing Dwelling Lease. The KHA will look at past conduct as an indicator for future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, KHA employees, or other residents residing in the immediate vicinity of the property.
 - B.1. The family must pass at least 3-5 years landlord references or pass landlord references for the last consecutive 10 years of their rental history.
 - B.2. The KHA will consider objective and reasonable aspects of the family's background, including the following:
 - i. Payment of rent and utility bills;
 - ii. Caring for a unit and premises.
 - B.3. History of any criminal and drug activity by any household member involving, but not limited to, crimes of physical violence against persons or property and any other engaged criminal activity, including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property.
 - B.4. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from:
 - B.5. History of abusing alcohol in any way that may interfere with the health, safety, or right to peaceful enjoyment by others.
 - B.6. Compliance with other essential conditions of tenancy.
- C. The KHA will ask and request applicants to provide information demonstrating their ability to comply with the essential elements of the Public Housing Dwelling Lease. The KHA will verify the information provided, such as but not limited to:
 - C.1. A credit check of the head of household, spouse and any co-head members;
 - C.2. A rental history checks of all adults family members who are 18 years of age;
 - C.3. A criminal background check on all adult household members who are 18 years of age and older, including any live-in aides/care providers. This check will be made through law enforcement or other criminal background

verification agency as allowed by HUD. Where the individual has lived/resided outside the local area of the KHA, the KHA may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC).

- C.4. A Home Visit: The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe, sanitary and overall livable manner. The visit inspection considers cleanliness, care of rooms, appliances and appurtenances and may also consider any evidence of criminal and drug activity.
- C.5. A check of the State's Lifetime Sex Offender registration program for each adult household member who is 18 years of age and older, including live-in aides/care providers. No individual registered within the lifetime or within the registration program (life-time or not) will not be admitted and found ineligible to the Public Housing Program.

8. Grounds for Denial for Applicants and Tenants: The following outlines the policies for applicants and tenants:

- A. Applicant Denial: The KHA is not required and applicants are not entitled for assistance who:
 - A.1. Do not meet any one (1) or more of the KHA's eligibility criteria(s)
 - A.2. Do not supply information or documentation required by the application process;
 - A.3. Have failed to respond to a written request for information and/or verification or a request to declare their continued interest in the program;
 - A.4. Have a history of not meeting financial obligations, especially rent;
 - A.5. Do not have the ability to maintain (with or without assistance) their housing in a decent, safe, livable condition where such habits could adversely affect the health, safety, or living enjoyment and welfare of other tenants;
 - A.6. History of engaging in any criminal and/or drug activity by any household member involving, but not limited to, crimes of physical violence against persons or property and any other engaged criminal activity, including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
 - A.7. A history of disturbing neighbors or destruction of property;
 - A.8. Who currently owes monies owed to the KHA, another Housing Authority or current/past landlord, in connection with the Public Housing or Section 8 programs;
 - A.9. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
 - A.10. Who were evicted within five (5) years of the projected date of admission because of criminal and/or drug related activity involving the personal use of or possession for personal use;

- A.11. Who were evicted within five (5) years of the projected date of admission because of criminal and/or drug related activity involving the illegal manufacturing, sale distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- A.12. Who are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The KHA may on a case-by-case basis, at its discretion, waive this requirement if:
 - i. The person can certify and demonstrates to the KHA's satisfaction the person is no longer engaging in criminal or drug-related criminal activity or abuse of alcohol;
 - ii. Has successfully completed a certified and supervised drug or alcohol rehabilitation program within a reasonable time frame;
 - iii. Has otherwise been rehabilitated successfully and can certify this success;
- A.13. Have engaged in or threatened abusive or violent behavior towards any KHA staff or resident, even in a retaliation manner;
- A.14. Have a household member who has ever been evicted from Public Housing;
- A.15. Have a family household member who has been terminated under the Section 8 Voucher program;
- A.16. State's Sex Offender registration program for each adult household member who is 18 years of age and older, including live-in aides/care providers. No individual registered within the lifetime or within the registration program (life-time or not) will not be admitted and found ineligible to the Public Housing Program.
- A.17. Denied for Life: If any family member has been convicted of manufacturing or producing methamphetamine.
- A.18. Denied for Life: Has a "lifetime" registration under the State Sex Offender registration or any part of the registration program.

CHAPTER 10.

GRIEVANCE & HEARING PROCEDURES

The following subsections outlines the purpose of the KHA's grievance and hearing procedures that is to set forth uniform procedures for the handling, maintenance and review of applicant and resident grievances. These procedures will assure that all applicant and residents are treated in a fair and equitable manner and are provided an avenue for reasonable review of grievances.

1. **“Informal” Review/Hearing Procedure for “Applicants”**: Informal Reviews are only provided for applicants who are denied from the program waiting list and assistance before the effective date of the Dwelling Lease. The KHA will give prompt written notice to any applicant who is found ineligible for admissions or is denied a preference.
 - A. The notice will contain a brief written statement of the reason(s) for the decision, and except as provided below; provide an opportunity for an informal hearing to grievance the denial. The notice will contain:
 - A.1. The reason(s) they were found ineligible;
 - A.2. The procedure for requesting an informal review if entitled to a review, if the applicant does not agree with the KHA' decision;
 - A.3. The time limit for requesting an Informal Review.
 - B. The KHA “must provide” applicants with the opportunity for an informal review of decisions denying:
 - B.1. Qualification for a preference;
 - B.2. Listing on the KHA's waiting list;
 - B.3. Participation in program, with the limitations as described below:
 - C. Informal Reviews are “not available” for the following:
 - C.1. Discretionary administrative determination by KHA;
 - C.2. General policy issues or class grievances;
 - C.3. Determination of the family's unit size under KHA's occupancy standards;
 - C.4. KHA's determination that a unit is not in compliance with HQS/Uniform Physical Condition Standards Inspection because of family size or composition;
 - C.5. Restrictions on assistance for applicants who owe money to the KHA or another Housing Authority or landlord;
 - C.6. Restrictions on assistance to applicants who have been terminated from past assistance due to violations;
 - C.7. Restrictions on assistance to applicants who owe money to the public utility district and/or cannot open an account in their name because of outstanding debts;
 - C.8. Restrictions on assistance to applicants whose history includes any criminal activity, drug related, or activity that otherwise threatens the health, safety, or right to peaceful enjoyment of KHA's employees, tenants, guests, or neighbors, within five (5) year of the criminal and/or drug related act.

- D. Restrictions on Assistance for Non-Citizens: Families denied assistance due to their immigration status will be advised of their right to request an appeal to the INS of the INS's verification results or request an informal review with the KHA in lieu of or upon completion of the INS appeal. The notice will also inform the applicant:
 - D.1. The reason for the denial;
 - D.2. That the applicant may be eligible for prorated assistance based on the number of family members with "eligible immigration status";
 - D.3. Of the time limits and procedures that must be followed when requesting an appeal to the INS and/or KHA;
 - D.4. That the assistance may not be delayed, denied or reduced until the INS appeal process concludes but that assistance may be delayed while awaiting outcome from the KHA's informal review process.

- E. Other Rights: The applicant may exercise other rights if the applicant believes he/she has been discriminated against based on race, color, religion, sex, national origin, age, familial status, handicap or other protected status.

2. **"Procedures" Governing "Informal" Hearing/Grievances for "Applicants"**: A awarded a fair hearing providing the basic safeguards of due process which include the following:

- A. All requests must be made in writing to the KHA within ten (10) calendar days from the date of the KHA's notification of denial for assistance/eligibility. The KHA has an Informal Hearing/Grievance form, to request such hearing. If the applicant fails to request such hearing within the request time limit requirement, the determination of denial/eligibility will be deemed final.

- B. The informal hearing will be scheduled promptly within an approximate ten (10) calendar days from the date the request was received by the KHA. No extensions or reschedules will be considered or granted except for rare extraordinary (hardship) reasons and shall be agreed to, in writing by both parties. If granted for an extension and/or a reschedule hearing date, only up to one (1) extension and/or reschedule will be granted for any circumstance.

- C. Be held before a hearing officer; by the Executive Director or his/her assigned designee and/or along with the person who made or approved the decision under review;

- D. Be held and conducted in the KHA administration office;

- E. Applicant/complainant will have the opportunity to examine, before the hearing, any KHA documents, including records and regulations relevant to the hearing. The applicant must submit their request in writing, at the scheduled time by the KHA, may copy such documents at applicant's expense. If KHA does not make

the documents(s) available for examination in response to the applicant/complainant's reasonable request, the KHA may not rely on such documents(s) at the hearing;

- F. The right to a private hearing;
- G. The right to be present written and/or oral evidence and arguments in support of the applicant's eligibility or preferences to controvert KHA's evidence. KHA must have the opportunity to examine at the KHA's office before the hearing, any documents directly relevant to the hearing. KHA may copy any such documents at KHA's expense. Any document not made available to the KHA before the hearing, at least five (5) calendar days prior to the hearing, cannot be relied upon at the hearing. *This may be waived on a case-by case basis, at the discretion of the Executive Director, to "reasonably" assist applicants who are elderly or disabled.
- H. A decision based solely on and exclusively upon the facts presented at the hearing;
- I. The right to cross-examine any witnesses upon whom the KHA intends to rely on, provided applicant gives 48 hours advance written notice to KHA of intent to cross-examine KHA's witnesses. If applicant fails to give such notice, the hearing officer will rely on the information in the applicant's file only.
- J. Additional Informal Hearing Procedures:
 - J.1. The hearing officer may render a decision without a hearing if the hearing officer determines that the issue was previously decided in another proceeding;
 - J.2. If the applicant/complainant or KHA fails to present evidence or arguments to the hearing officer, the hearing officer may determine that the party has waived the right to a hearing. The applicant/complainant will be notified that a determination based on such waiver will not constitute a waiver of any right the applicant/complainant may have to contest the disposition of the grievance in an appropriate judicial proceeding;
 - J.3. At the hearing, the applicant must first show entitlement to the relief sought; KHA must then sustain the burden of justifying its conduct that is the subject of the complaint;
 - J.4. The hearing will be conducted informally. Relevant evidence may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer will require KHA, the complainant, council and any other participants or spectators to conduct themselves in an orderly fashion. Both the applicant/family and KHA may have a maximum of three (3) other persons attend the hearing. Because of the serious nature of the hearing process, children will not be allowed in the hearing room unless serving as a witness. Applicant/families are responsible for necessary childcare. Failure to

comply with the hearing officer's directions to maintain order may result in being excluded from the proceedings or a decision adverse to the interests of the disorderly party and/or the granting or denial of the relief sought, as appropriate.

J.5. The KHA will reasonably accommodate persons with disabilities so they can participate in the hearing.

K. Hearing Officer's Decision:

K.1. The hearing officer will prepare a written decision, together with the reasons therefore, within an approximate ten (10) calendar days after the hearing and promptly mail a written decision to the applicant and KHA.

K.2. The decision will specify the names of the participants, hearing date, proposed disposition of the complaint and specific reasons therefore. A copy of such decision, with all names and identifying references deleted, will also be maintained on file by the KHA and may be available for inspection by a prospective complainant, his/her representative, or the hearing officer.

K.3. The hearing officer's decision will be binding on KHA unless the KHA Executive Director, reasonably determines and notifies the complainant the decision is contrary to applicable law, HUD regulations or requirements of the annual contributions contract between the KHA and HUD.

L. Judicial Review: A decision by the hearing officer or Executive Director, in favor of the KHA or which denies in whole or in part the relief requested by the complainant will not affect any rights the complainant in any judicial proceedings.

M. Amending the procedures governing Informal Hearing/Grievances for Applicants: The KHA reserves the right to amend these procedures. To amend this grievance procedure, the KHA will provide a 30-days notice of the changes and opportunity to present written comments. Such notice will be posted on each KHA bulletin board.

3. **"Procedures" Governing Hearing/Grievances for "Residents":** Public Housing residents are entitled to an informal and formal hearing to grievance eligible items as stated below.

A. The grievance procedure set forth herein has been adopted by the KHA Board of Commissions and is incorporated by reference in the Public Housing Dwelling Lease and House Rules.

B. Copies of this grievance procedure shall be available for review to any interested party at the KHA administration office.

C. This grievance procedure shall be applicable, except as otherwise stated herein, to all individual grievances between the resident and the KHA as defined in below,

except that the KHA will exclude from the KHA grievance procedure any grievance concerning a termination of tenancy or eviction that involves:

- C.1. Any activity, not just criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the KHA's employee staff, other residents, guests, or neighbors;
 - C.2. Any drug related criminal activity on or off the premises.
- D. This grievance procedure shall not be applicable for disputes between residents not involving the KHA or to class action grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the KHA's Board of Commissioners.
- E. This grievance procedure shall not be applicable to any KHA Section 8 Program.
- F. Informal Reviews are "not available" for the following:
- F.1 Discretionary administrative determinations by the KHA;
 - F.2. General policy issues or class grievances;
 - F.3. Establishment of the KHA schedule of utility allowances for families in the program;
 - F.4. KHA's determination that a unit is not compliant with HQS/Uniform Physical Condition Standards Inspection because of family size or composition;
 - F.5. Dispute between residents not involving the KHA;
 - F.6. Efforts to initiate or negotiate changes between a resident or group of residents and the KHA's Board of Commissioners;
 - F.7. Any PHA Section 8 Programs.

4. **Definitions:**

- A. Complainant: Any resident whose grievance is presented to the KHA in accordance with the procedures set forth herein.
- B. Elements of Due Process: An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
 - B.1. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
 - B.2. Opportunity for the resident to examine all relevant documents, records and regulations of the KHA prior to the trial for the purpose of preparing a defense;
 - B.3. Right of the resident to be represented by counsel;
 - B.4. Opportunity for the resident to refute the evidence presented by the KHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the resident may have;
 - B.5. A decision on the merits.

- C. Grievance: Any dispute which a resident may have with respect to the KHA action or failure to act in accordance with the individual resident's lease or KHA regulations which adversely affects the individual resident's right, duties, welfare or status.
 - D. Hearing Officer: A person selected in accordance with the procedures set forth herein to hear grievances and render a decision with respect thereto.
 - E. Lease: Is the written legal agreement between the KHA and a resident.
 - F. Resident Organization: Includes a resident management corporation.
 - G. Resident: The adult person(s) (other than a live-in aide/care provider):
 - G.1. Who resides in the unit, and who executed the lease with the KHA as lessee of the unit, or, if no such person now resides in the unit;
 - G.2. Who resides in the unit, and who is the remaining head of household of the family residing in the unit.
5. **"Informal" Hearing Process for "Residents"**: Any grievance shall be presented and must meet the KHA's criteria as stated in the following subsections for an informal hearing, so that the grievance may be discussed and settled without a formal hearing.
- A. **Procedures Governing Informal Hearing/Grievances for Residents**: A request for an Informal Review will contain, so the tenant be afforded a fair hearing providing the basic safeguards of due process which include the following:
 - A.1. All requests must be made in writing to the KHA within five (5) calendar days from the date of the KHA's notification of the act or failure to act upon which the complainant bases his/her grievance;
 - A.2. The KHA has an Informal Hearing/Grievance form, to request such hearing. If the complainant fails to request such hearing within the request time limit requirement, the determination will be deemed final. The written request shall specify:
 - i. The grievance;
 - ii. The reasons for the grievance;
 - iii. The action or relief sought.
 - A.3. The informal hearing will be scheduled promptly within an approximate ten (10) calendar days from the date the request was received by the KHA. No extensions or reschedules will be considered or granted except for rare extraordinary (hardship) reasons and shall be agreed to, in writing both parties. If granted for an extension and/or a reschedule hearing date, only up to one (1) extension and/or reschedule will be granted for any circumstance.
 - A.4. The informal hearing will be held before a hearing officer; by the Executive Director or his/her assigned designee and/or along with the person who made or approved the decision under review;

- A.5. Be held and conducted in the KHA administration office;
 - A.6. Resident/complainant will have the opportunity to examine, before the hearing, any KHA documents, including records and regulations relevant to the hearing. The complainant must submit their request in writing, at a scheduled time by the KHA, may copy such documents at their expense. If KHA does not make the documents(s) available for examination in response to the resident/complainant's reasonable request, the KHA may not rely on such documents(s) at the hearing;
 - A.7. The right to a private hearing;
 - A.8. The right to present written and/or oral evidence and arguments in support of the complainant's act or failure to act upon which the complainant bases his/her grievance to controvert KHA's evidence.
 - A.9. KHA must have the opportunity to examine at the KHA's office before the hearing, any documents directly relevant to the hearing. KHA may copy any such documents at KHA's expense. Any document not made available to the KHA before and prior to the hearing (at least five (5) calendar days), cannot be relied upon at the hearing. *This may be waived on a case-by case basis, at the discretion of the Executive Director, to "reasonably" assist residents who are elderly or disabled.
 - A.10. A decision based solely on and exclusively upon the facts presented at the hearing;
 - A.11. The right to cross-examine any witnesses upon whom the KHA intends to rely, provided applicant gives 48 hours advance written notice to KHA of intent to cross-examine KHA's witnesses. If complainant fails to give such notice, the hearing officer will rely on the information in the resident's file only.
- B. Additional Informal Hearing Procedures:
- B.1. The hearing officer may render a decision without a hearing if the hearing officer determines that the issue was previously decided in another proceeding;
 - B.2. If the resident/complainant or KHA fails to present evidence or arguments to the hearing officer, the hearing officer may determine that the party has waived the right to a hearing. The resident/complainant will be notified that a determination based on such waiver will not constitute a waiver of any right the complainant may have to contest the disposition of the grievance in an appropriate judicial proceeding;
 - B.3. At the hearing, the applicant/complainant must first show entitlement to the relief sought; KHA must then sustain the burden of justifying its conduct that is the subject of the complaint;
 - B.4. The hearing will be conducted informally. Relevant evidence may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer will require KHA, the complainant, council and any other participants or spectators to conduct themselves in an orderly fashion. Both the resident/family and KHA may have a maximum of three (3) other persons attend the hearing.

Because of the serious nature of the hearing process, children will not be allowed in the hearing room unless serving as a witness. Families are responsible for necessary childcare. Failure to comply with the hearing officer's directions to maintain order may result in being excluded from the proceedings or a decision adverse to the interests of the disorderly party and/or the granting or denial of the relief sought, as appropriate.

B5. The KHA will reasonably accommodate persons with disabilities so they can participate in the hearing.

C. Hearing Officer's Decision:

C.1. The hearing officer will prepare a written decision, together with the reasons therefore, within an approximate ten (10) calendar days after the hearing and promptly mail a written decision to the resident/complainant and KHA.

C.2. The decision will specify the names of the participants, hearing date, proposed disposition of the complaint and specific reasons therefore. A copy of such decision, with all names and identifying references deleted, will also be maintained on file by the KHA and may be available for inspection by a prospective complainant, his/her representative, or the hearing officer.

C.3. The hearing officer's decision will be binding, unless the KHA Executive Director, reasonably determines and notifies the complainant the decision is contrary to applicable law, HUD regulations or requirements of the annual contributions contract between KHA & HUD.

D. Judicial Review: A decision by the hearing officer or Executive Director, in favor of the KHA or which denies in whole or in part the relief requested by the applicant/complainant will not affect any rights the complainant in any judicial proceedings.

E. Amending the procedures governing Informal Hearing/Grievances for Applicants: The KHA reserves the right to amend these procedures. To amend this grievance procedure, the KHA will provide a 30-days notice of the changes and opportunity to present written comments. Such notice will be posted on each KHA bulletin board.

6. **“Formal” Hearing Process for “Residents”:** Any grievance shall be presented and must meet the KHA's criteria as stated in the following subsections for a formal hearing, so that the grievance may be discussed that was not settled within the informal hearing process. As a prerequisite to receiving a formal hearing, all grievances shall:

A. **“Procedures’ Governing “Formal” Hearing/Grievances for “Residents”:** A request for an Formal Review will contain so the tenant be afforded a fair hearing providing the basic safeguards of due process which include the following:

A.1. All requests must be made in writing to the KHA's administration office

within five (5) calendar days from the date of the KHA's written results of the informal hearing notification determination.

- A.2. The KHA has an Informal-Formal Hearing/Grievance form, to request such hearing. The written request shall specify:
 - i. The grievance;
 - ii. The reasons for the grievance;
 - iii. The action or relief sought.
- A.3. If the complainant fails to request such hearing within the request time limit requirement, the determination will be deemed final.
- A.4. The formal hearing will be scheduled promptly within an approximate ten (10) calendar days from the date the request was received by the KHA. No extensions or reschedules will be considered or granted except for rare extraordinary (hardship) reasons and shall be agreed to, in writing by both parties. If granted for an extension and/or a reschedule hearing date, only up to one (1) extension and/or reschedule will be granted for any circumstance.
- A.5. The formal hearing will be held before a hearing officer; who is an impartial person; by the Executive Director or his/her assigned designee and/or along with the person who made or approved the decision under review;
- A.6. Before a hearing is scheduled in any grievance involving the amount of rent which the KHA claims is due, the complainant shall pay to the KHA an amount equal to the amount of rent due and payable as of the first (1st) of the month preceding the month in which the action or failure to act took place. The resident/complainant shall thereafter deposit the same amount of the monthly rent into an escrow account at the KHA on a monthly basis until the complaint is resolved by decision of the hearing officer. These requirements may be waived by the KHA in extenuating circumstances. Unless so waived, the failure to make such payments shall result in termination of the grievance procedure. Failure to make payment, as set forth above shall not constitute a waiver of any right to complainant may have to contest the KHA's disposition of the grievance in any appropriate proceeding.
- A.7. Be held and conducted in the KHA administration office;
- A.8. Complainant will have the opportunity to examine, before the hearing, any KHA documents, including records and regulations relevant to the hearing. The resident/complainant must submit their request in writing, a scheduled time by the KHA, may copy such documents at their expense. If KHA does not make the documents(s) available for examination in response to the complainant's reasonable request, the KHA may not rely on such documents(s) at the hearing;
- A.9. The right to a private hearing;
- A.10. The right to present written and/or oral evidence and arguments in support of the complainant's act or failure to act upon which the resident/complainant bases his/her grievance to controvert KHA's evidence.

- A11. KHA must have the opportunity to examine at the KHA's office before the hearing, any documents directly relevant to the hearing. KHA, at a reasonable time scheduled by the KHA, may copy any such documents at KHA's expense. Any document not made available to the KHA before and prior to the hearing (at least five (5) calendar days), cannot be relied upon at the hearing.
 - A.12. A decision based solely on and exclusively upon the facts presented at the hearing;
 - A.13. The right to cross-examine any witnesses upon whom the KHA intends to rely, provided the resident gives 48 hours advance written notice to KHA of intent to cross-examine KHA's witnesses. If complainant fails to give such notice, the hearing officer will rely on the information in the applicant's file.
- B. Additional Formal Hearing Procedures:
- B.1. The hearing officer may render a decision without a hearing if the hearing officer determines that the issue was previously decided in another proceeding;
 - B.2. If the resident/complainant or KHA fails to present evidence or arguments to the hearing officer, the hearing officer may determine that the party has waived the right to a hearing. The resident/complainant will be notified that a determination based on such waiver will not constitute a waiver of any right the complainant may have to contest the disposition of the grievance in an appropriate judicial proceeding;
 - B.3. At the hearing, the complainant must first show entitlement to the relief sought; KHA must then sustain the burden of justifying its conduct that is the subject of the complaint;
 - B.4. The hearing will be conducted informally. Relevant evidence may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer will require KHA, the complainant, council and any other participants or spectators to conduct themselves in an orderly fashion. Both the resident/family and KHA may have a maximum of three (3) other persons attend the hearing. Because of the serious nature of the hearing process, children will not be allowed in the hearing room unless serving as a witness. Families are responsible for necessary childcare. Failure to comply with the hearing officer's directions to maintain order may result in being excluded from the proceedings or a decision adverse to the interests of the disorderly party and/or the granting or denial of the relief sought, as appropriate.
 - B5. The KHA will reasonably accommodate persons with disabilities so they can participate in the hearing.
- C. Hearing Officer's Decision:
- C.1. Hearing officer will prepare a written decision, with the reasons therefore, in an approximate ten (10) calendar days after the hearing and promptly mail a written decision to the resident/complainant and KHA.

- C.2. The decision will specify the names of the participants, hearing date, proposed disposition of the complaint and specific reasons therefore. A copy of such decision, with all names and identifying references deleted, will also be maintained on file by the KHA and may be available for inspection by a prospective complainant, his/her representative, or the hearing officer.
 - C.3. The hearing officer's decision will be binding, unless the KHA Executive Director reasonably determines and notifies the resident/complainant the decision is contrary to applicable law, HUD regulations or requirements of the annual contributions contract between the KHA and HUD.
- D. Judicial Review: A decision by the hearing officer or Executive Director, in favor of the KHA or which denies in whole or in part the relief requested by the resident/complainant will not affect any rights the complainant in any judicial proceedings.
- E. Amending the procedures governing Formal Hearing/Grievances for Applicants: The KHA reserves the right to amend these procedures. To amend this grievance procedure, the KHA will provide a 30-days notice of the changes and opportunity to present written comments. Such notice will be posted on each KHA bulletin board.

CHAPTER 11. SUBSIDY/OCCUPANCY STANDARDS

1. Subsidy/Occupancy Standards:
 - A. Type of development:
 - A.1. The KHA will give preference to elderly and disabled families for admissions to developments for the elderly or disabled;
 - A.2. The KHA will not set a separate minimum age for admissions of disabled persons to developments for the elderly;
 - A.3. The KHA will not give preference to either elderly families or non-elderly families for admission to general occupancy developments.
 - B. Type of Unit: Without incurring vacancies, the KHA will make every reasonable effort to provide units which are specially designated for the disabled (i.e. accessible or barrier-free units) to families with physically disabled members who require such units.
 - C. Size of Unit:
 - C.1. The KHA's standards for determining appropriate unit size are designated to minimize vacancies, to assist as many people as possible without overcrowding the unit or the development, and to comply with the requirements of applicable Federal, State, and local law.
 - C.2. In determining the appropriate size unit for each family, the KHA shall apply the following guidelines:
 - i. Generally no more than two (2) persons per bedroom;
 - ii. Husband and wife, significant other who has an adult relationship as a partner with the head of household shall share the same bedroom;
 - iii. Children of the same sex will share the same bedroom;
 - iv. Every family member expected to reside in the unit, regardless of age, shall be counted as a person and will share the same bedroom, including:
 - a. Foster children/all other adults;
 - b. Children who are away at school but who will live with the family during school breaks.
 - v. In determining bedroom size, the KHA will not include the presence of an unborn child(ren) to pregnant women, children who are in the process of being adopted, children whose custody is being obtained;
 - vi. Live-in aides/care providers will generally be provided a separate bedroom when a larger unit is available. No additional bedrooms are provided for the attendant's family.

- C.3. The following guidelines will determine each family's unit size without overcrowding or over-housing:

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

- C.4. Exceptions to Unit Size Standards: The established table, used in conjunction with the stated principles and guidelines, will apply to the vast majority of applicant families. However, unique situations may warrant the same assignment of a different size unit than that dictated by the aforementioned standards. Therefore, the KHA reserves the right, on a case-by case basis, to assign a particular family to a different unit size than the standards would indicate. Such decision shall be fully documented and only approved by the Executive Director.

D. Transfers Related To Subsidy/Occupancy Standards:

- D.1. Where it is found that the size of the dwelling unit, type of dwelling unit, or type of development is no longer suitable for the family in accordance with these standards, the KHA shall transfer the family to an appropriate unit or development as soon as administratively feasible. To avoid vacancies, the KHA may provide a family with a unit that is larger than suggested by these guidelines, with the provision that the family will move to a smaller unit when another family needs the unit and a suitable smaller unit is available. (See Section on Transfers for transfer provisions).
- D.2. Before consent is given for residence of a foster child/adult, the KHA must determine whether the new occupant may necessitate a transfer, or whether such units are available. The KHA shall deny residence of a foster child/adult if appropriate size units are not available or if a transfer to a larger unit is required and considered a hardship on the KHA.
- D.3. The KHA shall consider transfer obligation to make reasonable accommodation for disabled persons in accordance with the Section on Reasonable Accommodations.
- D.4. When the KHA determines that the family must transfer to another unit based on family composition, the KHA shall notify the family, stating the specific grounds for the KHA determination.

This chapter explains the 3 Local Preferences, which the KHA's Board of Commissioners has adopted to meet local housing needs, defines the eligibility criteria for the preferences. The KHA will select families based on the following preferences and selection criteria:

1. Local Preferences: Given preference to applicants who are otherwise eligible for assistance and at the time they are seeking housing assistance, must meet one or more of the following to be eligible for a preference:
 - A. Rent Burden:
 - A.1. Paying more than 50% of their income for rent and utilities for at least ninety (90) days at the time of seeking housing assistance and/or commencing before they were selected from the program waiting list for housing assistance and admission into the program.
 - A.2. For the purpose of this preference, "Family Income" is gross monthly income as defined in the regulations;
 - A.3. The average monthly payments the family actually made for these utilities in the most recent 12-month period, or if information is not obtained for the entire period, the average of at least the past 3-6 months;
 - A.4. If the applicant pays their share of rent to a cohabitant and is not named on the lease, the KHA will require both verification from the landlord that the applicant resides in the unit, and verification from the cohabitant of the amount of rent paid by the applicant.
 - B. Worker Selection Preference:

Applicants with the head of household, spouse or co-head member will be given preference who at the time they are seeking housing assistance, is or has been employed at least part-time or more, consecutively for at least 180 days or at the time of admissions into the program.
 - C. Elderly, Disabled/Handicap Preference:

To insure the KHA does not discriminate on the basis of age or disability, the KHA will give the benefit of the working preference to applicant households whose head, sole member is disabled or age 62 years or older, or is receiving social security disability, or supplemental security income disability, or any other payments based on the individual's inability to work.
2. Verifying Preferences: Preferences will be verified at the time an applicant is seeking housing assistance and before admission into the program.
 - A. Preference information on applications will be updated at least once annually, usually when the KHA is updating and purging their program waiting list. At this time, the KHA will mail a preference verification letter to all applicants last know

address, requesting verification of the applicant's preference being claimed, verified by a third party source. An applicant may request for a preference any time while they are on the waiting list. The request must be in writing and the applicant must submit the required verification of such preference being claimed.

3. Denial of Preference:

- A. Any applicant will not be granted and will be denied any local preference for 3 years from the date of eviction if the applicant has been evicted from assisted housing under the U.S. Housing Act because of drug related criminal activity (drug use or distribution) by any member of the applicant family
- B. Fraud: If an applicant makes false statements in order to qualify for a local preference, the KHA will remove the applicant from the waiting list.
- C. If the KHA denies a preference, the KHA will notify the applicant in writing of the reason(s) for the denial of the preference(s) and depending on the denial reason, the applicant may be entitled to an informal hearing. (See section on eligibility for grievances & informal hearings for applicants). If the denial was processed through a hearing and the denial was overturned, the applicant will be placed back on the waiting list according to their original application submittal date and time.

4. Deconcentration:

- A. It is the KHA's policy to provide for Deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, the KHA will skip families on the existing waiting list to reach other families with lower or higher income. The KHA will accomplish this in a uniform and non-discriminating manner.
- B. The KHA will affirmatively market our housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income residents will not be steered toward higher income developments.
- C. Approximately, beginning of each fiscal year, the KHA will analyze the income limits of families residing in each of our developments, the income levels of census tracts in which our developments are located, and the income levels of the families on the waiting list. Based on this analysis, the KHA will determine the level of marketing strategies and Deconcentration incentives to implement.
- D. Deconcentration Incentives: The KHA may offer one or more incentives to encourage applicant families whose income classification would help meet the Deconcentration goals of a particular development on a case-by case basis. Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

5. Resident Section and Assignment:

A. Selection from the waiting list:

A.1. The KHA shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met, the KHA shall monthly and at least quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, the KHA will skip higher income applicant families on the waiting list to reach extremely low-income applicant families.

A.2. If there are not enough extremely low-income families on the waiting list the KHA will conduct outreach on a non-discriminatory basis to attract extremely low-income applicants to reach this statutory requirement.

B. One Offer:

B.1. The KHA utilizes a “One Offer” Tenant Selection and Assignment Plan (TSAP). Where the applicant is offered the suitable vacant unit and if the applicant refuses the offer, the applicant will be removed from the waiting list unless the applicant can legitimately verify why they are unable to accept the offer and at the discretion of the KHA and on a case-by-case basis, the applicant will have one (1) opportunity to be placed at the bottom of the waiting list, with losing their original application submittal date and time, with replacement of the rejected date and time of being placed back down on the waiting list. This plan is not based on the distribution of vacancies in the KHA’s developments. If suitable vacancies are available at more than one location, the KHA will determine which of the vacancies to offer. If an applicant presents, to the satisfaction of the KHA, clear evidence that acceptance of a given offer of a suitable unit will result in undue hardship, such as inaccessibility to sources of employment, school, childcare (for those working or going to school), the applicant will be given an opportunity to retain his/her place on the waiting list and then be offered the next succeeding vacancy of appropriate size. Each file will/shall contain notations reflecting the date offer, location of unit, and applicant’s response.

B.2. Accessible Units: When an accessible unit becomes available, the public housing specialist, before offering the unit to a non-disabled applicant, must first offer it to an existing resident having disabilities requiring the accessibility features of the vacant unit, and occupying a unit not having such features. If no such occupant exists, the unit must be offered to an applicant at the top of the waiting list having a disability requiring those features. Finally, if the accessible unit must be offered to an applicant not having disabilities, the KHA shall require the applicant to agree to the move to a non-accessible unit when available. When an applicant would not be considered to have been offered a unit, if the unit is not of the proper size and type.

- B.3. KHA will maintain a record of units offered, including location, date and circumstances of each offer, and each rejection or acceptance. The KHA will document the reason for any rejections.

- C. Applicant Contact: The KHA will contact the applicant first by telephone to make the unit offer. If the applicant cannot be reached by telephone, the applicant will be notified in writing of a unit offer, via by mail. The applicant will be given ten (10) calendar days from the date of the written notification to contact the KHA to either accept or reject the unit offer. Such activity will be documented in the applicant file. Within in this time frame, the applicant will be given an opportunity to view the available unit, or if the unit that is being offered is not in a ready state, the public housing specialist will have the applicant view a unit (if available) that is comparable to the unit that is being offered.

- D. Additional Resident Selection: shall:
 - D.1. Take into consideration the Deconcentration Policy;
 - D.2. Preclude admission of applicants whose habits and practices reasonably may be expected to have a detrimental effect on the residents or the development environment;
 - D.3. Who owe monies to the KHA, another Housing Authority, or landlord;
 - D.4. Give preference regarding the KHA's Local Preferences of Rent Burden, Worker Selection and of the Elderly, Disabled/Handicapped applicants
 - D.5. Assure tenancy with a broad range of income in each of its developments without adoption of ranking preferences based on income range;
 - D.6. Assure that selection by the KHA among otherwise eligibility applicants is objective and reasonable;
 - D.7. Provide that a family that is on the KHA's Section 8 waiting list will not lose their place on that waiting list by applying separate for admissions to the KHA's public housing developments'
 - D.8. Be consistent with the KHA's responsibility as a public body;
 - D.9. Be in compliance with State, local, and Federal laws and regulations, including the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, and the provisions of the Annual Contributions Contract;
 - D.10. Not automatically deny admissions to a particular group or category of otherwise eligible applicants (i.e., unwed mothers, families with children born out of wedlock, etc.);
 - D.11. Be specific and describe in detail the criteria, standards, and preferences to be applied;
 - D.12. Provide for verification and documentation of information relevant to acceptant or rejection of an applicant.

- E. Building/Developments Designated for the Elderly and Disabled:
The KHA's Keewaydin Plaza (Senior Hi-Rise) is designated for the elderly, disabled, or handicapped program participants. Preference will be given to elderly, disabled or handicapped families. If there are no applicant/families who

meet this preference or status on the waiting list, preference will then be given to near-elderly families. If there are no near-elderly families on the waiting list, units will be offered to families who qualify for the appropriate bedroom size using these priorities to avoid vacancies. All such families will be selected from the waiting list using the preferences as outlined above.

F. Order of Resident Selection: The KHA's method of selecting applicants from a preference category leaves a clear audit trail that can be used to verify each applicant/family has been selected in accordance with the methods and standards specified in the Admissions and Continued Occupancy Policy (ACOP).

F.1. When a vacancy occurs or is expected, applicants who are eligible for the KHA's Public Housing program and who meet the various admission criteria shall be checked to comply with this section for compliance of landlord reference check, criminal report check and possible credit check and shall be selected from the appropriate waiting list based on:

- i. The type of development where the vacancy occurs;
- ii. The size and type of unit, which is vacant;
- iii. The order dictated by the selection preferences which the applicant qualifies for and the date and time of the application, as followed:
 - a. Applicants who qualify for the worker, elderly, disabled/handicapped selection preference shall be the first group of applicants selected. With this group, order of selection shall be based sequentially on date and time of application submittal;
 - b. Applicants who do not qualify for any selection preference shall be the second group of applicants selected. Within this group, order selection shall be based sequentially on date and time of application submittal.

G. Assignment Contingency: An applicant would not be considered to have been offered a unit if:

G.1. The unit is not of the proper size and/or type, and the applicant would be able to reside there only temporarily (i.e., a specially designated unit that is waiting a disabled applicant needing such a unit);

G.2. The unit contains lead-based paint, and accepting the offer could result in subjecting the applicant's children under seven (7) years of age to lead-based paint poisoning;

G.3. The applicant is unable to move at the time of the offer and presents clear evidence, which substantiates this to the KHA's satisfaction. Examples include, but are not limited to:

- a. A physician verifies that the applicant has just undergone major medical surgery and needs a period to recuperate;
- b. A court verifies that the applicant is serving on a jury, which has been sequestered.

- G.4. Accepting the offer would result in undue hardship to the applicant not related to consideration of race, color, national origin, religion, sex, familial status, or language, such as making employment or daycare facilities inaccessible, and the applicant presents clear evidence, which substantiates this to the KHA's satisfaction.
 - H. The KHA shall maintain a record of the units offered, including location, date and circumstances of each offer, and each rejected or acceptance. The KHA will document the reason for any rejection.
6. Acceptance of Unit: The applicant will be required to complete the following before they can actually take physical possession of the unit for occupancy:
- A. Lease Execution:
 - A.1. The family will be required to sign a dwelling lease, executed between the applicant/tenant and the KHA (as the owner), and will become effective no later than one (1) business day after the date of acceptance, or on a case-by case basis at the discretion of the KHA, or the business day after the day the unit becomes available, whichever is later. (*Section on Lease Execution and Agreement).
 - B. Security Deposit: The family will be responsible for paying a security deposit of **\$150.00**. The security deposit must be paid in advance or at the time of lease execution. If the family does not have the full amount of the required deposit, they will not be able to move in the unit for occupancy. **No exceptions will be made.** (*See Section on Schedule of Security Deposit).
 - C. Utility Account: Where applicable for certain development/projects, where the family is responsible for opening and maintaining a utility account in either the head of household, spouse, or co-head name, the applicant must provide verification the utilities have been opened, and turned on in their account status, in advance, at the time of lease execution and before the applicant occupies the unit for tenancy. **No exceptions will be made.**

CHAPTER 13.

SECURITY DEPOSIT

- A. Security Deposit: The family will be responsible for paying a security deposit of **\$200.00**. The security deposit must be paid in advance or at the time of lease execution. If the family does not have the full amount of the required deposit, they will not be able to move in the unit for occupancy. **No exceptions will be made.**

- B. Each resident family agrees to pay a security deposit to be used by the KHA at the termination of the lease toward reimbursement of the cost of repairing any damages to the leased premises beyond normal wear and tear, cleaning of the leased unit and premises which is not completed by the resident, rent or other charges owed due to resident's occupancy, attorney's fees and costs awarded in connection with termination of tenancy, costs for removing or storing resident's personal property as a result of eviction proceedings or abandonment of the premises, and charges for failure to return keys upon vacating the dwelling unit and premises. The initial arrangements are made with KHA management.

- C. The KHA shall deposit security deposit funds in a trust account at the location specified on the lease agreement. The account shall be an interest-bearing account with the interest accruing solely to the benefit of the KHA. The KHA agrees to return the security deposit to the resident within fourteen (14) days, via first class mail, after the termination of the lease agreement and vacating the premises, less any deduction for the cost indicated above, and will provide the resident with a written statement for any amounts so deducted or owed back to the KHA.

1. Applicant/Resident Income: To determine annual income, the KHA counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the KHA subtracts all allowable deductions (allowances) to determine the Total Tenant Payment (TTP).

2. Income:
 - A. Annual Income is defined as all amounts, monetary or not, that:
 - A.1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member;
 - A.2. Are anticipated to be received from a source outside the family during the 12-month period following admissions or annual reexamination effective date;
 - A.3. Are not specifically excluded from annual income.

 - B. Annual Income includes, but not limited to:
 - B.1. The full amount, before any payroll deductions, of wages and salaries, overtime pay (at the over-time rate of pay), commissions, fees, tips and bonuses, and other compensation for personal services;
 - B.2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Services regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
 - B.3. Interest, dividends, and other net income of any kind from real or person property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Services regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
 - B.4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pension, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a

periodic amount. (However, deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded).

- B.5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay are included.
- B.6. Welfare Assistance:
 - i. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
 - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
 - ii. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent require to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.
 - iii. If the amount of welfare assistance is reduced as a result of a lifetime limit, the reduced amount is the amount that shall be counted as income.
- C. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- D. All regular pay, special pay, and allowances of a member of the Armed Forces (Special pay to a member exposed to hostile fire is excluded).

3. Annual Income:

A. Annual income does not include the following:

- A.1. Income from employment of children (including foster children) under the age 18 years;
- A.2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

- A.3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, capital gains, and settlement for personal or property losses;
- A.4. Amounts received by the family that are specifically for, or in reimbursements of, the cost of medical expenses for any family member;
- A.5. Income of a live-in aide/care provider;
- A.6. The full amount of student financial assistance paid directly to the student or to the educational institution;
- A.7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- A.8. The amounts received from the following programs;
 - i. Amounts received under training program funded by HUD;
 - ii. 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);
 - iii. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and that are made solely to allow participation in a specific program;
 - iv. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200.00 per month) received by a person for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but not limited to, fire and security patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period. Resident stipend under a resident services is in no way considered an employee of the KHA, and will not exceed \$200.00 and not be considered accountable income in calculating their resident rent.
 - v. 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;
 - vi. Temporary, nonrecurring or sporadic income (including gifts);
 - vii. 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;

- viii. Earnings in excess of \$480.00 for each full-time student 18 years old and older (excluding the head of household and spouse);
 - ix. Adoption assistance payments in excess of \$480.00 per adopted child;
 - x. For family members who enrolled in certain training programs prior to October 1, 1999, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:
 - a. Comparable Federal, State or local law;
 - b. Is funded by the Federal, State or local government;
 - c. Is operated or administered by a public agency;
 - d. Has as its objective to assist participants in acquiring employment skills.
 - xi. Exclusion period means the period during which the family member participants in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Housing Act. If the family member is terminated from employment with good cause, the exclusion period shall end.
 - xii. Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
- 8.9. The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion (section 8.9) will not apply for any family who concurrently is eligible for exclusion #8.8. Additionally, this exclusion is only available to the following families:
- i. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years;
 - ii. Families whose income increases during the participation of a family member in any family self-sufficiency program;
 - iii. Families who are were, within 6 months, assisted under a State TANF program;
 - iv. Families who are participating in a job training program KHA is phasing in rent for qualified residents that transition from welfare to work according to Section 508 of QHWRA. There will be no increase in rent for the first year, the tenant rent will increase 50% of the normal increase in the second year, and will fully phase in

for the third year. (While HUD regulations allow for the Housing Authority to offer an escrow account in lieu of having a portion of the tenant's income excluded under this paragraph, it is the policy of the KHA to provide the exclusion in all cases).

- 8.10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
- 8.11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
- 8.12. Amounts paid by a State agency to a family with a member who has developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
- 8.13. Amounts specifically excluded by other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
 - i. The value of the allotment of food stamps;
 - ii. Payments to volunteers under the Domestic Volunteer Services Act of 1973;
 - iii. Payments received under the Alaska Native Claims Settlement Act;
 - iv. Income from submarginal land of the U.S. that is held in trust for certain Indian tribes;
 - v. Payments made under HHS's Low-Income Energy Assistance Program;
 - vi. Payments received under the Job Training Partnership Act;
 - vii. Income from the disposition of funds of the Grand River Band of Ottawa Indians;
 - viii. The first \$2,000.00 per capita received from judgment funds awarded for certain Indian claims;
 - ix. Amounts of scholarships awarded under Title IV including Work Study;
 - xi. Payments received under the Older Americans Act of 1965;
 - xii. Payments from Agent Orange Settlement;
 - xiii. Payments received under the Maine Indian Claims Act;
 - xiv. The value of childcare under the Childcare and Development Block Grant Act of 1990;
 - xv. Earned income tax credit refund payments'
 - xvi. Payments for living expenses under the Americorps Program;
 - xvii. Additional income exclusions provided by and funded by the KHA.
- 8.14. The KHA will not provided exclusions from income in addition to those already provided by HUD. Adjusted income is defined as the Annual income minus any HUD allowable expenses and deductions.

4. Deductions from Annual Income: HUD has five (5) allowable deductions from Annual Income:
- A. Dependant Allowance: \$480.00 for each family member (other than the head of household or spouse) who are minors, and for family members who are 18 years and older who are full-time students or who are disabled;
 - B. Elderly/Disabled Allowance: \$400.00 per family for families whose head of household or spouse is 62 years or over or disabled;
 - C. Allowable Medical Expenses: Deducted for all family members of an eligible elderly/disabled family:
 - C.1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
 - C.2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with this paragraph, plus an allowance for medical expenses that equal the family's medical expenses;
 - C.3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.
 - D. Childcare Expenses: Deducted for the care of children under 13 when childcare is necessary to allow an adult member to work, attend school, or actively seek employment.
 - E. Allowable Disability Assistance: Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

1. General Information:

- A. As a condition of admission to, or continued occupancy of, any assisted unit under the Public Housing program, the KHA will verify information relating to eligibility for waiting list, preference(s), and admissions. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide/care provider and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers, and citizenship/eligibility noncitizen status. Age and relationship will be verified in those instances where needed to make a determination of level of assistance (i.e., bedroom size, etc.).
- B. The KHA shall require the family head of household and other such family members as it designates to execute a release of a consent form (*see Chapter 2 of this section policy) authorizing the KHA to contact current or previous employers to verify employee salary and wage information; to request wage and claim information from State agencies responsible for administration of State unemployment law, and law enforcement agencies for criminal activity verification. The KHA shall also require the family to submit, directly to the KHA, any additional documentation determined to be necessary. Information or documentation shall be determined to be necessary if it is required for purposes of determining or auditing a family's eligibility to receive housing assistance, for determining the family's annual income, adjusted income, or tenant rent, for verifying related information (including qualification for a federally-mandated selection preference), or for monitoring compliance with equal opportunity requirements. The use or disclosure of information obtained from a family or from another source pursuant to this release and consent shall be limited to purposes directly connected with administration of the Public Housing program. The KHA shall maintain documentation of all verification efforts for at least three (3) years from the effective date of the admissions or recertification.

2. Acceptable Methods of Verification and Time Allowed:

- A. The KHA will verify information through the four (4) methods of verification acceptable to HUD in the following of: 1) Third-Party Written 2) Third-Party Oral 3) Review of Documents 4) Certification/Self-Declaration.
- B. The KHA will allow two (2) weeks for return of third-party verifications and two (2) weeks to obtain other types of verifications before going to the next method. The KHA will document the file as to why third-party written verification was not obtained or used.

- C. For applicants and continued assisted families, the verification may not be more than ninety (90) days old at the time of determining eligibility or continued assistance from the date of receipt.
- D. Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family at the time of application submittal and before housing. For citizenship, the family's certification will be accepted (or for citizenship documentation such as listed below will be required). Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.
- E. Other information will be verified by third-party verification. This type of verification includes written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the KHA or automatically by another government agency, i.e., the Social Security Administration. Verification forms and reports received will be contained in the applicant/resident file. Oral third party documentation will include the same information as if the documentation had been written, i.e., name, date of contact, amount received, etc.
- F. When third party verification cannot be obtained, the KHA will accept documentation received from the applicant/tenant, hand-carried documentation will be accepted if the KHA has been unable to obtain third party verification in a 2-week period of time. Photocopies of the documents provided by the family will be maintained in the applicant/tenant file.
- G. When neither third party verification nor hand-carried verification can be obtained, the KHA will accept a notarized statement signed by the head of household, spouse or co-head. Such documents will be maintained in the file.

3. Types of Verification:

- A. Third-Party (independent) verification is to be used whenever possible since it provides the most reliable results. The third-party must be able to reliably verify the statements of the applicant or residents.
 - A.1. Written third-party verification: Is the preferred method of verification. The KHA is requesting this information and include a release and consent statement signed by the applicant or resident. The KHA shall send verification forms directly to the third-party, not through the applicant or resident.
 - A.2. Oral third-party is the next most acceptable form of verification, if written third-party is not feasible. Such verification shall be a written record of a contact made with the appropriate third-party, either in person or by telephone. This written record shall document the facts obtained, the time

and date of the contact, the specific party who provided the information, etc., and shall be completed and signed by the appropriate KHA staff person.

A.3. Other:

- i. Verification received electronically directly from the source are considered third-party written verification.
- ii. Third-party verification forms can be hand-carried by the family member on a case-by case basis, but must be returned by mail.
- iii. The KHA will accept verifications in the form of computerized printouts delivered by the family from the following state/federal agencies:
 - a. Social Security Administration
 - b. Veterans Administration
 - c. Welfare Assistance (CSO)
 - d. Unemployment Compensation Board
 - e. City or County Courts

B. Review of Documents:

- B.1. In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third party within 4 weeks, the KHA will annotate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.
- B.2. Other acceptable form of verification, particularly if third-party verification is impossible or delayed, or if the information does not require third-party verification. Such verification may take the form of:
 - i. Copies of documents (unless copying is prohibited by law) or the documents themselves
 - ii. Written records of the facts obtained by viewing the appropriate documents, including time and date document was viewed, and signed and dated by the appropriate KHA staff person.
- B.3. The KHA will accept the following documents from the family provided the documents is such that tampering would be easily noted:
 - i. Printed wage stubs
 - ii. Computer print-outs from the employer
 - iii. Signed letter (provided the information is confirmed by phone)
 - iv. Other documents noted in this chapter as acceptable verification
- B.4. The KHA will consider faxed and photo copied documents if the source came directly from an employer, state or federal agency.
- B.5. If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the KHA will utilize the third- party verification.
- B.6. The KHA will not delay the processing of an application beyond thirty (30) calendar days because of a third party information provider does not return the verification in a timely manner.

- C. Self-Certification/Self-Declaration:
 - C.1. When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification.
 - C.2. Self-certification means a statement under penalty of perjury.

- D. Computer Matching:
 - D.1. The KHA will utilize the established computer-based Tenant Eligibility Verification System (TEVS) tool for obtaining Social Security benefits, Supplemental Security Income, benefits history and resident income discrepancy reports from the Social Security Administration.
 - D.2. When computer matching results in a discrepancy with information in the KHA records, the KHA will follow up with the family and verification sources to resolve this discrepancy. If the family has unreported income or underreported income, the KHA will follow the procedures in the Chapter of Repayment Agreements.

- 4. Acceptable Forms of Verification: The following represents a non-exclusive list of possible forms and sources of verification which the KHA may when verifying income, assets, deductions/allowances, preferences status, and other factors.
 - A. Income Verificaton:
 - A.1. When verifying information related to income, the KHA must be certain that the verification information it received from any third-party verification sources is sufficient to project income for the 12 month period following the effective date of the income examination/reexamination. To this end, verification forms used must, at a minimum, indicate:
 - i. Amount and frequency of apply or benefit;
 - ii. Effective date of last pay or benefit increase;
 - iii. Probability of, and effective date of, any anticipated pay or benefit increases during the coming 12-month period.
 - a. Employment Income
 - 1. Employment verification forms (with a release signed by the family) completed by the employer.
 - 2. Oral (telephone or in-person) contact with the employer with information obtained properly documented by the KHA.
 - 3. Check stubs or earning statements showing employer, gross pay per pay period, and frequency of pay.
 - 4. W-2 forms, where the applicant or resident has had the same job for at least two years and where pay increases can be accurately projected on such historical information. This source must, if possible, be used for self-employed persons.

5. Self declaration, including notarized statements, affidavits, or income tax returns signed by the applicant or resident which describes source of self-employment and amount of income, or income from tips and other gratuities.
- b. Income Maintenance Payments, Benefits, or Income Other Than Wages (including Social Security, Pension, Supplementary Security Income (SSI) Disability Income)
1. Benefit verification form (with a release signed by the family) completed by the agency or entity providing the benefits.
 2. Award or benefit notification letters prepared and signed by the authorizing agency or entity.
 3. Oral (telephone or in-person) contact with the agency or entity, with information obtained documented by the KHA.
 4. Current benefit check or copy of recent check with necessary information such as date, amount, and check number recorded by the KHA, or copies of validated bank deposit slips, or copies of bank statements where such income is automatically deposited. *Caution: this method will not necessarily provide the gross amount of the benefit if the applicant or resident has any deductions made for Medicare insurance. If benefit verification forms or award letters cannot be obtained, then the current amount of the Medicare premium as confirmed by the Social Security Administration must be added to the face amount of the check.
- c. Unemployment Compensation:
1. Verification form (with release signed by the family) completed by the unemployment compensation board or agency.
 2. Oral (telephone or in-person) contact with the unemployment compensation board or agency, with information obtained properly documented by the KHA.
 3. Records from the unemployment compensation office stating payment dates and amounts received (including computer-generated records).
 4. Current unemployment check or copy of recent check with necessary information such as date, amount, and check number recorded by the KHA, or copies of validated bank deposit slips. *Caution: this method will not necessarily provide the gross amount of the benefit.

- d. Welfare/Public Assistance Payments:
1. Verification form (with release signed by the family) completed by the public assistance agency indicating type and amount of assistance family is now receiving, and any changes in assistance expected during the next 12 months.
 2. Award or benefit notification letters prepared and signed by the public assistance agency indicating type and amount of assistance family is now receiving, and any changes in assistance expected during the next 12 months.
 3. Oral (telephone or in-person) contact with the agency, with information obtained documented by the KHA.
 4. Current benefit check or copy of recent check with necessary information such as date, amount, and check number recorded by the KHA. *Caution: this method will not necessarily prove the gross amount of benefit.
- e. Alimony or Child Support Payments:
1. Verification form (with release signed by the family) completed by the individual from whom the income is received or from the appropriate court indicating amount and frequency of support payments, and any changes in payments expected during the next 12 months.
 2. Oral (telephone or in-person) contact with the appropriate court, or the individual from whom the income is received, with information obtained properly documented by the KHA.
 3. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedule.
 4. Current check or copy of recent check with necessary information such as date, amount, and check number recorded by the KHA, or copies of validated bank deposit slips, or copies of bank statements where such income is automatically deposited.
 5. Applicant or resident's notarized statement or affidavit of amount received, or that support payments are not being received, and that the applicant or resident has made an effort to collect support payments, including filing with courts or appropriate agencies responsible for enforcing such payments. *Note: If the KHA has third-party

verification, which indicates that support payments should be received, yet the applicant or resident contends otherwise, additional verification will be required to support their contention.

- f. Net Income from a Business: The following forms of verification represent income for prior years. The KHA will consult with the applicant or resident and use this data to estimate income for the 12 months following the effective date of the income examination/reexamination.
1. IRS Income Tax return (IRS Form 1040), including any of the following:
 - Schedule C (Small Business)
 - Schedule E (Rental Property Income)
 - Schedule F (Farm Income)
 2. Audited or unaudited financial statements of the business.
 3. Loan application listing income derived from the business during the previous 12 months
 4. Applicant or resident's notarized statement or affidavit as to net income realized from the business during previous years.
- g. Regular Contributions and Gifts:
1. Notarized statement or affidavit signed by the person providing the assistance. Must give purpose of contribution/gift, frequency, and value.
 2. Notarized statement or affidavit signed by applicant or resident receiving the assistance. Must give purpose of contribution/gift, frequency, and value.
- h. Scholarships, Grants and Veterans Administration Benefits:
1. Verification form (with release signed by the family) completed by the financial aid office or other scholarship source indicating the amount of scholarship, grant, or benefit award(s), along with the source's estimate of student attendance costs (i.e., tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses) and what portion of the scholarship is made available for attendance costs and general living expenses.
 2. Oral (telephone or in-person) contact with the financial aid office or other scholarship source, with information obtained properly documented by the KHA.
 3. Copy of the award letter provided by the financial aid office or other scholarship source indicating the amount of the scholarship, grant, or benefit award(s), along with the source's estimate of student attendance

costs, and what portion of the scholarship is made available for attendance and general living expenses.

4. If no other verification is available, copy of the latest benefit check (if benefits are paid directly to the student), along with applicant or resident notarized statement or affidavit indicating what portion (if any) of the award is made available for general living expenses.

i. Asset and Asset Income Verification:

1. Family Assets Now Held: For non-liquid assets, the KHA shall collect enough information to determine the net cash value of the asset (the value of the asset after deducting reasonable costs that would be incurred in disposing of the asset).
 - i. Verification forms, letters, or documents (with a release signed by the family) from the appropriate financial institution, broker, real estate agent, etc.
 - ii. Oral (telephone or in-person) contact with appropriate financial institution, broker, real estate agent, etc., with information obtained properly documented by the KHA.
 - iii. Passbook, checking account statements, certificates of deposit, bonds, or financial statements completed by the appropriate financial institution or broker.
 - iv. Quotes (written or oral) from attorneys, bankers, stockbrokers, or realty agents as to net amount family would receive if they liquidated securities or real estate.
 - v. Real estate tax statements, if tax authority uses approximate market value, indicating current market value of real property along with information from the appropriate financial institution of any outstanding indebtedness.
 - vi. Copies of closing sales documents which indicate the selling price of the real property, the distribution of the sales proceeds, and net amount to the borrower.
 - vii. Appraisals of personal property held as an investment.
 - viii. Applicant or resident notarized statement or signed affidavits describing the assets, or indicating amounts held at their home or in safe deposits boxes.

- j. Assets Disposed of for Less than Fair Market Value:
 - 1. For all income examinations and reexaminations, the family must certify as to whether any member has disposed of assets for less than fair market value during the two (2) years preceding the effective date of the income examination and/or reexamination.
 - 2. If the family certifies that any member did dispose of assets for less than the fair market value, the family must execute a certification that shows:
 - i. All assets disposed of for less than fair market value;
 - ii. The date they disposed of the assets;
 - iii. The amount the family received for the asset;
 - iv. The assets' market value at the time of disposition.
- k. Savings/Checking Account Interest and Dividend Income:
 - 1. Verification forms (with a release signed by the family) from the appropriate financial institution, insurance company, etc.;
 - 2. Oral (telephone or in-person) contact with the appropriate financial institution, insurance company, etc., with information obtained properly documented by the KHA.
 - 3. Current account statements, bank passbooks, certificates of deposit, etc., as long as the records contain sufficient information (such as current rate of interest) and are signed by the financial institution.
 - 4. Broker's quarterly statements showing value of stocks or bonds, and the earnings credited the applicant/resident.
 - 5. If using an IRS Form 1099 from the financial institution, the KHA shall adjust the information to project earnings expected for the next 12 months.
- l. Interest Income from Sale of Real Property Pursuant to a Purchase Money Mortgage, Installment Sales Contract, or Similar Arrangement:
 - 1. A verification form (with a release signed by the family), completed by an accountant, an attorney, a real estate broker, the buyer, or a financial institution stating interest due for the next 12 months.

2. Oral (telephone or in-person) contact with an attorney, a real estate broker, the buyer, or financial institution, with the information obtained properly documented by the KHA.
 3. Copy of the amortization schedule showing interest to be received for the 12 months following the effective date of the income examination and/or reexamination.
 4. Copy of the check paid by the buyer to the applicant or resident is not sufficient as verification since appropriate breakdowns of interest and principal are not included.
- m. Rental Income from Property Owned by the Applicant or Resident:
1. IRS Form 1040 with Schedule E (Rental Income).
 2. Copies of current or recent rent checks, leases, utility bills, insurance premiums, bank statements or amortization schedules showing outstanding indebtedness a monthly principal an interest payments; and copies of any other relevant expenses for which the applicant or resident is responsible.
 3. Written or oral (telephone or in-person) verification received from the party from whom the rental income is received, along with written or oral verification form the appropriate sources with written or oral verification from the appropriate sources to confirm any expenses for which the applicant or resident is responsible in renting the property, such as utilities, real estate taxes, maintenance, insurance, principle and interest payments where outstanding indebtedness on the property exists, and any other relevant data.
- n. Verification of Deductions and Allowances:
1. Full-Time Student Status:
 - i. A verification form (with release signed by the family) from the registrar's office, or appropriate school official, or from a Veteran's Administration office.
 - ii. Oral (telephone or in-person) contact with the registrar's office, or appropriate school official, or Veterans' Administration office, with the information obtained properly documented by the KHA.

- iii. School records indicating enrollment, such as paid fee statements, indicating a sufficient number of credits to be considered a full-time student according to the educational institution attended.
- o. Child Care Expenses: the KHA must be careful to project the cost of child care accurately for school age children since the cost may vary by seasons. Verifications must specify the hours and days during which the care is provided, the names of the children cared for, and the frequency and amount of compensation received. In addition to the verification, the KHA shall obtain a certification from the applicant/resident as to whether any of the child care payments have been or will be reimbursed by outside sources:
 - 1. A verification form (with release signed by the family) from the person who receives payments for providing the care.
 - 2. Oral (telephone or in-person) contact with the person who receives the payment, with the information obtained properly documented by the KHA.
 - 3. Notarized applicant or resident statement regarding amount spent on child care.
- p. Medical Expenses:
 - 1. Written or oral (telephone or in-person) verification by a doctor, hospital or clinic personnel, dentists, pharmacist, etc. of the estimated medical costs to be incurred by the applicant or resident over the next 12 months which are not covered by insurance, as well as regular payments expected to be made on outstanding medical bills during that same period.
 - 2. Written or oral (telephone or in-person) verification form through the appropriate insurance company or employer regarding health insurance premiums to be paid by the applicant or residents over the next 12 months.
 - 3. Written or oral (telephone or in-person) verification from the Social Security Administration regarding Medical premiums to be paid by the applicant or resident over the next 12 months.
 - 4. Receipts, cancelled checks, pay stubs, etc. which indicate health insurance premiums costs, etc., that verify medical and insurance expenses also likely to be incurred in the next 12 months.

5. Copies of payment agreements with medical facilities or cancelled checks that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.
 6. Copies of income tax forms, which include itemized medical expenses where expenses for the coming 12 month period are not expected to change.
 7. Receipts or other records of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. This approach may be used for general medical expenses such as non-prescription drugs and regular visits to the doctor or dentists, but not for one-time, nonrecurring expenses from the previous year.
 8. A notarized statement or signed affidavit of transportation expenses directly related to medical treatment may be used if no other source can verify the expenses. Reasons for acceptance should be documented.
 9. For Attendant Care:
 - i. Written certification from a health or service professional or a rehabilitation agency that the disabled person requires the services of an attendant to permit the disabled person to be employed, or to function sufficiently independently to enable another family member to be employed.
 - i. Applicant/resident certification as to whether any of those payments have been or will be reimbursed by outside sources.
- q. Disability Assistance Expenses:
1. For a Attendant Care:
 - i. Written certification from a health or service professional or a rehabilitation agency that the disabled person requires the use of auxiliary apparatus to permit the disabled person to be employed, or to function sufficiently independently to enable another family member to be employed.
 - ii. Attendant's (or agency's) written confirmation of hours of care provided, amount and frequency of payment received from applicant or resident, and/or copies of cancelled checks applicant or resident used to make those payments.

2. For Auxiliary Apparatus:
 - i. Written certification from a health or service professional or a rehabilitation agency that the disabled person requires the use of auxiliary apparatus to permit the disabled person to be employed, or to function sufficiently to enable another family member to be employed.
 - ii. Receipts for purchases of, or evidence of monthly payments for, auxiliary apparatus.
 - iii. In the case where the disabled person is employed, a statement from the employer that the auxiliary apparatus is necessary to enable the disabled person to be employed

5. General Verification:

A. Family Status:

A.1. Elderly Family:

- i. Copy of birth certificates, Social Security records, driver's licenses, other authorized documents, etc.;
- ii. Evidence of receipts of SSI Old Age benefits, Social Security retirement benefits, or other income/benefits for which it is a requirement that the recipient be age 62 or over.

A.2. Disabled Family:

- i. Certification or statement from a reliable health or service professional, which confirms the individual's status as disabled.
- ii. Evidence of receipt of Supplemental Security Income (SSI) for the disabled, handicapped, or blind, or Social Security Disability benefits (*Note: an applicant or resident receiving veteran's disability benefits alone does not automatically qualify as disabled, additional verification will be required).

A.3. Non-Elderly Family:

- i. For those claiming to be related based on blood, marriage, or operation of law, evidence of such relationship, including, but not limited to: some form of personal identification (driver's license, etc.), birth, marriage certificate, or other evidence of legal relationship.
- ii. For those claiming to be related based on a stable family relationship, evidence of such relationship, including, but not limited to: joint bank accounts, joint purchases or loans, lease or rental agreements which show cohabitation, credit report which shows evidence of residence and joint financial activity, interviews with or affidavits from people in the community, etc.
- iii. Displaced Family, evidence of displacement by government action, or evidence the dwelling has been extensively damaged/destroyed by a disaster formally recognized under federal disaster relief laws.

- B. Family composition/Membership:
- B.1. In general, the applicant or residents signature on the certification form is sufficient verification of family composition and membership. The KHA reserves the right to require further verification of such composition. This may include, but not limited to: birth certificates, adoption papers, custody agreements, divorce decrees, separation agreements, income tax return, school records, driver's licenses, various forms of public and private I.D., etc.
- C. Need for a Unit Size Contrary to the Occupancy Standards:
- C.1. A reliable health or service professional must provide a written verification that confirms that such arrangements are necessary. Third-party professional verification.
- D. Qualification for Benefits Unique to Disabled Persons: The KHA may verify the nature and severity of a disability only to the extent necessary to:
- D.1. Determine whether an applicant or resident is qualified for a unit available only to persons with disabilities, such as an independent group residents or a project serving frail elderly;
- D.2. Determine if an applicant or resident is entitled to a priority for a specially designated unit such as a barrier-free unit, if such a unit is desired,
- D.3. Determine if an applicant or resident qualifies as an elderly family and is entitled to:
- i. Priority for admission to an elderly development;
 - ii. A \$400.00 elderly family deduction from annual income;
 - iii. A deduction from annual income for unreimbursed medical expenses in excess of 3% of annual income.
- D.4. Determine whether reasonable accommodation in rules, practices or services requested by a disabled applicant or resident may be necessary;
- D.5. Determine whether the family's adjusted income should reflect a deduction based on disabled assistance expenses;
- D.6. Determine whether a live-in aide is essential to the care and well-being of a disabled person.
- E. Social Security Numbers (SSN): Applicants for, and residents of, the KHA's public housing program are required to disclose and submit documentation to verify their SSN's (if it has been assigned), as a condition of admission and continued occupancy:
- E.1. For applicants: At the time the KHA is determining an applicant's eligibility under the public housing program (which would include the entire time the applicant is waiting for assistance), the applicant must submit:
- i. Complete and accurate Social Security Numbers (SSN's) assigned to the applicant and to each member of the applicant's household who is at least six (6) years of age, and documentation of these SSN's, or

- ii. Certification that a SSN has not been assigned to the applicant, or to a given member of the applicant's household who is at least six (6) years of age.
- E.2. For Residents: Once a resident has disclosed and verified SSN's or submitted the certification that no SSN has been assigned, subsequent disclosure and verification, or certification, is require only under the following circumstances:
- i. If the residents household adds a new member who is at least six (6) years of age, at the next interim or regularly scheduled reexamination which includes the new member, the resident must submit:
 - a. Completed and accurate SSN's assigned to the new member(s) and documentation of these SSN's, or
 - b. Certification that a SSN has not been assigned to the new member(s).
- E.3. Documentation: Documentation necessary to verify the SSN of an individual who is required to disclose consists of:
- i. A valid social security card issued by the Social Security Administration of the Dept. of Health and Human Services;
 - ii. A State driver's license that displays the individual's SSN,
 - iii. Income verification (including employment, Social Security benefits, disability benefits, public assistance benefits, unemployment benefits, other forms of retirement or pension benefits, etc.) which displays the individual's SSN, or
 - iv. Any other form of verification, which the KHA obtains regarding an individual's eligibility, income, assets, or allowances, which also displays the individual's SSN, if it's a legitimate source.
- E.4. Inability to Meet Documentation Requirements:
- i. If an applicant or resident is able to disclose the SSN, but cannot meet the documentation requirements, the individual must submit to the KHA a certification, executed by the individual, that the SSN submitted has been assigned to the individual but that acceptable documentation to verify the SSN cannot be provided at this time.
 - ii. The KHA shall accept such certification and continue to process the applicant's or resident's eligibility to participate in the program. Both applicant and resident have sixty (60) calendar days from the date of the certification to submit the appropriate documentation. During this period, an applicant will retain the position in the program that they occupied at the time the eligibility determination was made, including their place on any waiting list. However, the applicant may not become a resident until the applicant submits the appropriate documentation within the appropriate time period. In the case of a resident, such participation in the program will continue until the family submits the appropriate documentation within the appropriate time period.

The KHA may, at its discretion, extend the period for submission for up to an additional sixty (60) calendar days, if the individual is at least 62 years of age and is unable to submit the required documentation within the initial 60-day period.

If, at the conclusion of the 60-day period (or extended period, if applicable), the applicant or resident has failed to provide the appropriate documentation, the KHA shall deny the eligibility of an applicant or terminate tenancy of a resident.

With regard to individuals who certify that no SSN has been assigned to them, no further documentation is required. Such individuals have met the applicable requirements and will not be denied eligibility or continued assistance on the basis that they do not have a SSN

Families denied assistance as a result of their immigration status: will be informed of their right to request an appeal of the results of the INS verification to the INS or request an Informal Review Hearing with the KHA (in lieu/upon completion of the INS appeal). The notice will also inform the applicant:

1. Of the reason for the denial;
2. That they may be eligible for proration of assistance based on the number of family members with “eligible” immigration status”;
3. Of the time limits and procedures that must be followed when requesting an appeal to the INS and/or KHA;
4. That assistance may not be delayed, denied or reduced until the conclusion of the INS appeal process, but that the assistance may be delayed while awaiting the outcome of the KHA’s Informal Review Hearing process.

E.5. Certification:

- i. Two (2) certifications are discussed in connection with the disclosure of SSN:
 - a. A certification that a SSN has not been assigned to an individual;
 - b. A certification that a particular SSN has been assigned to an individual, but that the individual cannot provide documentation of the number at this time.
 - c. All certifications referred to in this section must be in the form and manner that HUD and the KHA prescribe. If the individual who is required to execute a certification is less

than 18 years of age, then the certification must be executed by his or her parent or guardian, or another responsible person knowledgeable of the family and acceptable to the KHA (i.e., doctor, member of the clergy, teacher, etc.).

- d. The KHA shall reject any certification provided by an applicant or resident in this section only for timelines of the submission, or other reasons as HUD and the KHA may prescribe.

F. Verification of Federal Preference Status: The KHA has adopted to rescind the federal preference.

G. Verification of Local Preferences Status:

G.1. Rent Burden: Documents of Rental and Utility Receipts,

G.2. Worker Selection: Documents from income verification sources as stated in this section.

G.3. Elderly, Disabled/Handicap: Documents from verifiable sources as stated in this section.

6. Effective Term of Verification:

A. For admissions, verifications will be considered valid if dated no earlier than ninety (90) days prior to the admission date.

B. For annual reexaminations, verifications will be considered valid if dated no earlier than 90 days prior to the effective date of the reexamination.

C. For interim reexaminations, only those factors that have changed must be verified. Verifications of information that has changed will be considered valid if dated no earlier than 90 days prior to the effective date of the reexamination.

D. With regard to information not normally subjected to change (such as elderly status based on age, social security numbers, etc.), verification of this information will be valid indefinitely, unless the KHA has reason to believe that the information has changed.

7. Verification of Citizenship or Eligibility Status:

A. The citizenship/eligible noncitizen status of each family member regardless of age; must be determined.

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

- C. Prior to being admitted or at the first reexamination, all eligible non-citizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.
- D. Prior to being admitted or at the first reexamination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The KHA will make a copy of the individual's INS documentation and place the copy in the file. The KHA will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the KHA will mail information to the INS in order that a manual check can be made of INS records.
- E. Family members who do not claim to be citizens, nationals, or eligible non-citizens must be listed on a statement of non-eligible members and the list must be signed by the head of household.
- F. Non-citizens students on student visas, though in the country legally, are not eligible to be admitted to public housing.
- G. Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.
- H. If no family member is determined to be eligible under this section, the family's eligibility will be denied.
- I. The family's assistance will not be denied, delayed, reduced or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the delay is caused by the family.
- J. If the KHA determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. The family will not be considered for readmittance, within 24-months of the act.

CHAPTER 16.

**COMPUTATION AND DETERMINATION OF RESIDENT
PAYMENT & RENT**

1. To arrive at resident rent for admissions and each annual/interim reexamination, the KHA will take the following steps:
 - A. First, the KHA will compute annual income;
 - B. Second, the KHA will compute adjusted income;
 - C. Third, the KHA will compute monthly income and monthly-adjusted income;
 - D. Fourth, the KHA will compute total resident payment;
 - E. Fifth, the KHA will compute resident rent, based on total resident payment;
 - E.1. Where all utilities (for those developments where residents are responsible for utilities and except telephone) and other essential housing services are supplied by the KHA, resident rent equals total tenant payment.
 - E.2. Where some or all utilities (for those developments where residents are responsible for utilities and except telephone) another essential housing services are not supplied by the KHA, resident rent equals total resident payment minus the applicable utility allowance. The Schedule of Utility Allowances may be found in the Chapter of Scheduled of Utility in this ACOP.
 - i. If the utility allowance exceeds the total tenant payment, then the family is entitled to a utility reimbursement;
 - ii. The KHA shall pay any utility reimbursement directly to the utility company.
 - F. Total Resident Payment Method:
 - F.1. 10% of monthly income
 - F.2. 30% of adjusted monthly income; or
 - F.3. The welfare rent.
 - G. Minimum Rent:
 - G.1. A family/resident will pay the greater of the total resident payment or the minimum rent of \$0.00, but never more than the flat rent.
2. Choice or Rents:
 - A. Once a year the KHA must give each family/resident the opportunity to choose between the two (2) methods for determining the amount of resident rent payable monthly by the family/resident. The family may choose to pay as resident rent either a:
 - A.1. Flat Rent (Based on current Market Value)
 - A.2. Income Based Rent (30% of the household's income)
 - A.3. Except for financial hardship cases, the family may not be offered the income based rent choice more than once a year.

- B. Flat Rent:
- B.1. The flat rent is based on the market rent charged for comparable units in the private unassisted rental market. It is equal to the estimated rent for which the KHA could promptly lease the public housing unit after preparation for occupancy. If the family/resident chooses to pay a flat rent, the KHA does not pay any utility reimbursement.
 - B.2. A family/resident that is paying a flat rent may at any time request to switch to payment of income-based rent (before the next annual option to select the type of rent) if the family/resident is unable to pay flat rent because of financial hardship.
 - B.3. The family/resident will be issued a fact sheet about the rent options that are available, explaining:
 - i. Types or choices of rent(s) available;
 - ii. Explaining the types of income counted;
 - iii. Most common types of income excluded; and
 - iv. The categories allowances that can be deducted form income.
 - B.5. Resident/Family Selecting the Flat Rent Choice Will :
 - i. Be required to go through the annual reexamination process every year, to assess the resident’s rent option (exceeding up to the three year rent option time limit for Flat rents: eligible residents can pay the flat rent option up to three incremental years at a time),
 - ii. Complete, sign and date a “Choice of Rental Payment Option Certificate”, which will be effective for a 12-month period;
 - iii. If a resident requests a rent change during the 12-month period, and the KHA determines the resident’s household has financial hardship, the KHA will change the resident’s rent back to the income based/formula rent, no later than the first of the following month that the resident’s household reported the financial hardship.
 - iv. At the time the KHA changes the resident’s choice of rent; the family/resident must complete, sign and date a new certificate.
- C. KHA Defines Financial Hardship as:
- C.1. Family has experienced a dramatic decrease in income because of changed circumstances, including losses or reduction of employment, death in the family wage earner, or reduction in or loss of earnings or other assistance;
or
 - C.2. Family has experienced a dramatic increase in expenses, because of changed circumstances, for medical costs, childcare, transportation, education, or similar items.
3. Rent will remain in effect for the period between rent predeterminations unless during such period:
- A. Resident can show a change in circumstances, which should justify a change in rent;

- B. Rent is recomputed as the result of a special reexamination to occur within thirty (30), sixty (60), ninety (90) or one-hundred twenty (120) days following admissions or annual review; or;
 - C. If it is found that resident has misrepresented to the KHA the facts upon which rent is based, then resident shall be charged with the difference between the amount charged by the KHA and the amount resident should have been charged for the full term of occupancy that said misrepresentation resulted in a lesser rent being charged. The sum determined shall be due and payable immediately. In addition, misrepresentation of income or failure to report changes in family composition or in income of any household member may result in termination of the lease.
4. Special Adjustment of Resident Rent Due to Revisions of Utility Allowances:
- A. In accordance with applicable Federal regulations, the KHS shall annually determined whether there has been a substantial change in utility rates or other change of general applicability, and whether an adjustment is required in the Schedule of Utility Allowances. If the KHA determines that an adjustment should be made, the KHA shall establish a revised Schedule of Utility Allowances, taking into account size and type of units and other pertinent factors. Based on the revised Schedule, the KHA shall then determine the amounts of adjustments to be made in the amount of resident rent to be paid by the affected family/residents, and shall notify the family/residents according. The KHA shall give a notice regarding revisions to the Schedule of Utility Allowances to all residents 30 days prior to the effective date of the revisions, providing all residents with the opportunity to submit written comments during a period expiring not less than 30 days prior to the effective date of the revision.
 - B. Schedule of Utility Allowance: See Section for Schedule of Utility Allowance for current allowances, per project, unit size and type and effective dates.
5. Prorated Rent for Families Under the Non-Citizen Rule:
- A. A mixed family will receive full continuation of assistance if all of the following conditions are met:
 - A.1. The family was receiving assistance on June 19, 1995;
 - A.2. The family was granted continuation of assistance before November 29, 1996;
 - A.3. The family's head or spouse has eligible immigration status; and
 - A.4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18 years) of the head or spouse.

- B. If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The KHA will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the KHA will provide additional search periods up to the maximum time allowable. Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.
- C. Prorated Rent Calculation Formula:
 - C.1. Determine the 95th percentile of gross rents (resident rent plus utility allowance) for the KHA. The 95th percentile is called the maximum rent.
 - C.2. Subtract the family's total resident payment from the maximum rent. The resulting number is called the maximum subsidy.
 - C.3. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
 - C.4. Subtract the prorated subsidy from the maximum rent to find the prorated total resident payment. From this amount subtract the full utility allowance to obtain the prorated resident rent.

6. Rent Payment:

- A. Rent and other charges are due and payable on the first (1st) day of the month. All rents will be paid to the KHA and at:
 - A.1. KHA administration office: 1915 W. 4th Place * Kennewick, WA 99336, for both the Sunnyslope Homes and Keewaydin Plaza residents;
 - A.2. Keewaydin Plaza residents may pay their rent to a KHA staff, who will be on-site in the Keewaydin Plaza office to collect rent on the last day of the current month (before the next rental period is due), until the 5th of the month when rent is due, with the designated hours as posted to residents. Any rent that needs to be paid after the Keewaydin Plaza office is closed for rent collection, will need to be paid in-person at the administration office as indicated above or by mail.

- B. Late/Delinquent Rent:
- B.1. If resident rent is not paid by the fifth (5th) of the month, a 14-day Notice Pay or Vacate will be issued. The notice will be:
 - i. Serviced and posted at the family/resident's residence;
 - ii. Be mailed by Certified mailing;
 - iii. A copy of the notice will be filed in the resident's file.
 - B.2. A \$20.00 late charge for each month will be assessed to the resident, for late/delinquent rent payment.
 - B.3. If rent is paid by personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of \$10.00 for processing costs.
- C. In the event rent is delinquent after the above-mentioned procedures have been taken, the KHA will take legal action against the family/resident to have them evicted in accordance with local, State and Federal law.

CHAPTER 17. SCHEDULE OF UTILITY ALLOWANCE & RESIDENT UTILITY RESPONSIBILITY

1. The KHA shall establish a utility allowance for all checked-metered utilities and for all resident-paid utilities. The allowances will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy environment. In setting the allowance, the KHA will review the actual consumption of resident families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc.). Allowances will be evaluated at the least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.
2. The utility allowances will be subtracted from the family/resident's formula or flat rent to determine the amount of the Resident Rent. The Resident Rent is the amount the family owes each month to the KHA. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the resident. Any savings resulting from utilities costs below the amount of the allowances belongs to the resident. *Residents who chose the flat rent option will not be entitled to a KHA utility reimbursement.
3. For KHA paid utilities, the KHA will monitor the utility consumption of each household. Any consumption in excess of the allowance established by the KHA will be billed to the resident monthly.
4. Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month which the last rate change took place. Revisions based on changes in consumptions or other reasons shall be come effective at each family's next annual or interim reexamination.
5. Families with high utility costs are encouraged to contact the KHA for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their cost.
6. Requests for relief from surcharges for excess consumption of KHA purchased utility payment of utility supplier billings in excess of the utility allowance for resident-paid utility costs, may be granted by the KHA Executive Director, for reasonable grounds and on a case-by case basis, for disabled and elderly residents and if all other sources where denied.
7. See Chapter Schedule of Utility Allowances or exhibit.

CHAPTER 18. LEASE EXECUTION & AGREEMENT, HOUSE RULES & TENANT NOTICES

1. Upon admission (or unit transfers), a lease is to be entered into between the KHA (as the owner) and each applicant/family, and will become effective no later than one (1) business day after of acceptance, or on a case-by case basis at the discretion of the KHA, or the business day after the day the unit became available, whichever is later
2. Lease:
 - A. The lease represents a contractual agreement between the family/resident and the KHA, and outlines the rights and responsibilities of both parties.
 - B. The lease shall be compatible with KHA policies as well as applicable Federal, State, and local laws and regulations.
3. The lease shall be executed by the head of household and spouse (if any) and by all adult members of the household, and by the KHA.
 - A. The lease shall be executed and the original will be retained by the KHA to be filed in the resident's permanent file, and a copy will be issued to the family/resident.
 - B. The lease is a twelve-month lease term, upon the family/resident's recertification anniversary date, from the initial date of admission or lease execution.
4. Lease Revisions:
 - A. The lease is to be kept current at all times.
 - B. The following is a non-exclusive listing of situations, which will prompt a revision to the lease in order to keep it current:
 - B.1. A change in the family's status, including (but not limited to) changes in family income, composition, size, etc., and other changes which would result in a change in the resident rent;
 - B.2. A change in the applicable utility allowance for the family's unit;
 - B.3. A change in applicable Federal, State, or local laws, or applicable public housing program requirements;
 - B.4. KHA decision to change, amend, or waive any provision of the lease with respect to any particular resident.
 - C. If, at any time during the life of the lease agreement, a revision is needed, one of the following actions will be undertaken:
 - C.1. The existing lease will be cancelled and a new lease executed;

C.2. An appropriate rider is to be prepared and made part of the existing lease. All copies of the riders are to be signed by the family and the KHA, with an original maintained by the KHA in the permanent file established for the family.

D. Other Causes:

D.1. If, through any cause, a signatory to the lease ceases to be the head of the household, or ceases to be a member of the family, the lease is to be voided and a new lease executed. The KHA shall have the sole discretion to determine which members of an assisted family will continue to receive assistance in the program if the family breaks up. It is general policy of the KHA to provide the assistance to the family members remaining in the unit unless it is determined the family member(s) remaining in the unit is the abuser in a situation of domestic violence.

D.2. 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 KHA shall be bound by the court's determination concerning which family members continue to receive assistance in the program.

D.3. If a family transfers to a different unit in the same or another public housing development operated by the KHA, the existing lease is to be terminated and new lease executed.

5. See Example of the Lease in this Chapter.

6. Resident House Rules: In addition to the Lease, at the time of executing the lease and annually, all adult family members will be required to sign the House Rules. House rules are formulated and established by development (Sunnyslope Homes and Keewaydin Plaza).

7. Tenant Notices:

A. The KHA has established the following notices that will be issued to residents for non-compliance and lease or program violations:

A.1. 10-Day Comply or Vacate (this includes Housekeeping violations); This is issued for any lease or house rules violations;

A.2. 14-Day Pay or Vacate; This is issued for non-payment of rent;

A.3. 30-Day Lease Termination; This is issued for any lease, house rule or program violation, that may or may have not been resolved through a comply or vacate notice compliance;

A.4. 3-Day Termination of Lease; This is issued for any criminal and/or drug related activity from a family household member.

B. Delivery of Notice:

B.1. All notices will be served in the following process:

- i. Be mailed by Certificate of Mailing;
- ii. Serviced and posted at the family/resident residency.

C. Tenant File:

C.1. The KHA will retain a copy of each issued notice in the tenant's file and will be considered a permanent item in the file. *See Chapter 5 on Disposition of Records.

CHAPTER 19.

RECERTIFICATIONS / REEXAMINATIONS

1. General:

- A. In accordance with HUD requirements, the KHA will reexamine the income and household composition of all families at least annually. As a general rule, the reexamination process shall begin ninety (90) days and must be completed by the family/resident's next annual recertification date for eligibility of continued assistance. The results of the reexamination is to determine:
 - A.1. The rent the family/resident is eligible to pay; and
 - A.2. Whether the family/resident is housed in the correct unit size.
- B. Families will be provided accurate annual and interim rent adjustments. Recertifications will be processed in a manner that ensures families are given reasonable notice of rent increases. All annual activities will be coordinated in accordance with HUD regulations. It is a HUD requirement that families report all changes in household income and also composition to complete. This section defines and describes the KHA's policy for conducting annual and interim recertifications and coordinating the activities. In addition, it explains the reporting requirements for families, and standards for timely reporting.

2. General Rule for Annual Reexaminations:

- A. The annual reexamination process shall begin ninety (90) days prior to the anniversary of the effective date of the admission or previous reexamination in order to give the KHA and the family sufficient time to secure appropriate verifications, make appropriate adjustments, and give the family reasonable notice of any change.
- B. The KHA shall use the same procedures for obtaining, verifying, and calculating information at annual reexamination as were used at admissions and will compare the information the family reports to information collected at the previous reexamination to identify any discrepancies.
- C. It is the family's responsibility to furnish accurate information to the KHA. The family shall cooperate with the KHA in obtaining and verifying necessary information.
- D. Any rent adjustments determined as a result of the annual reexamination shall be made effective on the anniversary of the effective date of the admission or previous reexamination. In general, review procedures will be completed in sufficient time to give the family at least 30 day notice of any change in resident rent.

- E. If the reexamination determines the family composition may require a unit transfer to a different unit size or type, the family will be offered an available suitable unit and if a unit is not currently available, the family will be placed on a unit transfer list.

3. Resident Notification of Annual Reexamination:

- A. The KHA will notify the family, prior before the tenant's anniversary reexamination date, in writing and by mail, the letter will include:
 - A.1. The date and time of the resident's scheduled interview appointment to conduct the reexamination process with a KHA staff;
 - A.2. The date and time when the annual Uniform Physical Condition Standards Inspection will be conducted on the assisted unit, by KHA staff;
 - A.3. Documents Required from the resident: The following are the general item(s) that must be brought to the scheduled interview, but is not limited to:
 - i. Documentation of all income sources;
 - ii. Documentation of all assets;
 - iii. Documentation of any deductions/allowances;
 - iv. Personal Declaration Form, completed by head, spouse, or co-heads and all adult family members.
 - A.3. Formula method for rent calculation;
 - A.4. Instructions permitting the family to reschedule the interview appointment if necessary under certain situations;
 - A.5. KHA's Translation Policy;
 - A.6. Instructions for requesting alternate arrangements due to a disability; and how and when to contact KHA staff for such accommodation;
 - A.7. Resident/Flat Rents: The annual notification letter to flat rent payers regarding the reexamination process will state the following:
 - i. Each year at the time of the annual reexamination, the family has the option of selecting choice or rents. *See Chapter 16; Rents
- B. If requested as a reasonable accommodation by a person with disability, the KHA will make effort in providing the notice in an accessible format. As an approved reasonable accommodation, the KHA will forward a copy of the notice to a third party.

4. Annual Reexamination Activities:

- A. There are two (2) activities the KHA must conduct on an annual basis. These activities will be coordinated whenever possible:
 - A.1. Recertification of Income and Family Composition;
 - A.2. Uniform Physical Condition Standards Inspection

- B. The KHA produces a monthly listing of units under contract to ensure timely factors related to Total Resident/Tenant Payment Share and Uniform Physical Condition Standards Inspections can be conducted and completed.
 - C. Family/residents are required to be recertified at least annually. At the first interim or annual certification on or after June 19, 1995, family members must report and verify their U.S. citizenship/eligibility immigration status.
5. Transfers/Moves Between Reexaminations:
- A. When a family moves to another dwelling unit:
 - A.1. An interim or the annual recertification will be scheduled and conducted and a new lease will be executed.
6. Completion of Annual Reexamination/Recertification:
- A. The KHA will have all recertifications for family/residents completed before the resident's anniversary date of the effective date of the admission or previous reexamination.
 - B. The KHA will notify each resident in writing of any changes in rent at least thirty (30) days before the scheduled date of the change.
7. Persons with Disabilities:
- A. Persons with disabilities who are unable to come to the KHA's office will be considered an accommodation, by conducting the interview at the person's unit or by mail, upon verification that a reasonable accommodation needs to be met.
8. Annual Forms:
- A. Families head, spouse, co-head and any family member 18 years and older will be required to sign:
 - A.1. Authorization for Release of Information;
 - A.2. Personal Declaration;
 - A.3. Other KHA forms as designated by the KHA.
9. Special Reexaminations:
- A. If at the time of the annual reexamination (or admissions), it is not possible to make an estimate of annual income or adjusted income for the coming 12-month period with any degree of accuracy because of lack of current income, unstable past income patterns, inadequate verification of income, etc., the KHA shall annualize known income and base adjusted income, total resident payment, and resident rent on this amount. A special reexamination shall then be scheduled for specific time in the future (30 days, 60 days, 90 days, etc.) depending on the KHA

estimate of the time required for the family/resident's circumstances to stabilize. This process shall continue, if necessary, up to the family/resident's next regularly scheduled annual reexamination, until such time as a reasonable estimate of annual income can be made (i.e., residents claims zero/no income, will be monitored every month, till resident receives any source of adequate income).

- B. If income has changed at the time of any special reexamination, the income will again be annualized, if necessary, and resident rent established accordingly.
- C. The KHA shall use the same procedures for obtaining, verifying, and calculating information at special reexamination as were used at admission and annual reexamination and will compare the information the family reports to information collected at the previous reexamination to identify any discrepancies.

10. Interim Reexaminations:

- A. In addition to submitting such information as may be required at the time of admissions, annual reexaminations, and special reexaminations, families shall be required to report all changes in family income, composition, and other circumstances, which occur between regularly scheduled reexaminations. Following is a partial listing of the type of changes and requirements, which must be reported and completed:
 - A.1. Deadline to complete an interim reexamination:
 - i. The KHA has set the 20th of any given month for the deadline for a resident to submit in writing and provide the necessary documentation (third-party verification) to complete an interim reexamination, resulting in a decrease in rent, effective the first of the following month.
 - ii. If the KHA does not receive the required third-party verification necessary to complete the interim change, the decrease will become effective the first of preceding following month.
 - A.2. Decreases in Income/Increases in Deductions:
 - i. An increase or decrease in income of \$50.00 per month or if it's a new source;
 - i.i. The family must report any changes in their circumstances which would lower the family's tenant rent. This would include decreases in family income, or increases in deductions to income (such as increases in child care expenses, increases in medical expenses for elderly families, addition of a dependant family member, etc.), which were not taken into account in the last reexamination of income.
 - A.3. Other Changes Affecting Family Income: In addition to reporting general decreases in family income, the family must report various other changes in family income as follows:
 - i. Unemployment for whatever reason (strike, lay-off, sickness, disability, etc.) in excess of 30 days;

- ii. Initial employment or reemployment after having been unemployed;
- iii. Commencement of or discontinuance of, public assistance;
- iv. Loss, or addition of, an income recipient in the family;
- v. entry into, or discharge from, military service, and/or;
- vi. Any increases in family income which comes after the family has reported a decrease in income (or increase in deductions) which resulted in decrease in resident rent.

A.4. Changes Affecting Family Composition:

- i. The family must report any additions or deletions of family members in the household. Whenever additional members are added to the household, written permission must be obtained, in advance, from the KHA in order to add such family member(s) to the lease, such as births, adoption and court-awarded custody. The family must report any change in the head of household through death, divorce, or addition of a family member who would normally be considered the head of household. The family income must include the new family member's income, if eligible to count toward the household income, and the new or deleted family member must be reflected on the family's lease.

B. Reporting requirement:

- B.1. Such changes need to be reported in writing within ten (10) calendar days of their occurrence. Failure to properly report these changes is grounds for termination of the lease and, if applicable, a retroactive rent charge.

C. Interim Reexamination Activity:

- C.1. Once the family has reported a change in family income or circumstances, the KHA shall conduct an interim reexamination. Unlike annual reexaminations and special reexaminations, an interim reexamination is not a regularly scheduled review, but is conducted on a needed basis when the family reports a change. The KHA shall use the same procedures for obtaining, verifying, and calculating information at interim reexamination as were used at admissions, annual reexamination, and special reexamination, and will compare the information the family reports to information collected at the previous reexamination to identify any discrepancies.

D. Interim Examination Resulting in an Increase or Decrease in Tenant Rent Between Scheduled Reviews, changes in the family's rent shall be made effective as followed:

- D.1. Increase in resident rent shall normally be made effective the first of the second month following the month in which the change in family income, composition, or circumstances occurred;

- D.2. Decreases in resident rent shall normally be made effective the first of the month following the month in which the change in family income, composition, or circumstances occurred. No downward adjustment shall be made until all facts have been verified.
- D.3. In cases where the KHA determines that the family has misrepresented the facts of their income, composition, or circumstances, or the family has unnecessarily delayed a revision to resident rent by failing to report any changes within the required ten (10) day period, then revisions to resident rent shall be effective as follows:
 - i. Any increase in resident rent is to be retroactive to the first day of the month following the date the misrepresentation occurred, Unless otherwise agreed to by the KHA, all retroactive rent charges shall be payable the first of the month following the determination of the charge; or
 - ii. Any decrease in tenant rent shall be retroactive to the first (1st) day of the month following the date of the rent determination when the error was discovered, and the resident shall be reimbursed/credited accordingly.
- D.4. In cases where the KHA has made an error, then revisions to resident rent shall be effective as follows:
 - i. Any increases in tenant rent shall be effective the first day of the second month following the date the error was discovered, or
 - ii. Any decreases in tenant rent shall be retroactive to the first (1st) of the month following the date of rent determination when the error was made, and the resident shall be reimbursed/credited accordingly.
- D.5. In cases where income changes resulting from Welfare Program Requirements:
 - i. The KHA will not reduce the family's share of rent for families whose welfare assistance is reduced specifically because:
 - a. Fraud, or
 - b. Failure to participate in an economic self-sufficiency program; or
 - c. Non-compliance with a work activities requirement
 - ii. The KHA will reduce the family's share of rent if the welfare assistance reduction is a result of:
 - a. The expiration of a lifetime limit on receiving benefits; or
 - b. A situation where the family has complied with welfare program requirements but cannot or has not obtained employment.
 - iii. The KHA will notify the affected family in written that they have the right to an informal grievance hearing regarding these requirements.

- iv. Cooperation Agreement with the local welfare (CSO) agency:
 - a. The KHA has executed a Cooperation Agreement with the local welfare agency to ensure timely and accurate verification of noncompliance;
 - b. The KHA and the local welfare agency have mutually agreed to exchange information regarding any economic self-sufficiency and/or other appropriate programs or services that would benefit public housing or other subsidized program families.

11. General Reexamination Procedures:

A. Resident Files/Entries:

- A.1. Data assembled at the time of a reexamination is to be filed in the file set up for the family at the time of the family's admission. The head of household, spouse and/or co-head is required to submit the necessary information for completion of an application or recertification for resident eligibility and computation of rent.
- A.2. All entries in resident files are to be made in ink, typed or, computer print-out. Corrections or changes are to be made by lining through the original entry and entering the correct data. Such changes are to be dated and initialed by the person recording the changes, and reasons and authority for such changes are to be noted in the file. *Staff will be required to complete a "Correction Action" form, with the review and approval of the Executive Director or designated managerial staff. The form will indicate what was the error, the staff person who identified and correct the error and how was the error resolved, etc.

B. Verification and Documentation of Reexamination Data:

- B.1. The KHA shall use the same procedures for obtaining, verifying and calculating information at annual, special, and interim reexaminations, as were used at admissions and will compare the information the family reports to information collected at the previous reexamination to identify any discrepancies. Complete and accurate verification records shall be kept in the family's file.

C. Action Required Following Reexamination:

- C.1. For all reexaminations, the family shall be promptly notified of the results of the Review and the effective date of any changes. Specifically, notification shall be given as to:
 - i. Any changes to be made in the resident rent;
 - ii. Any change in the size of the unit to be occupied by the family, and the date by which the family must transfer to another unit.
 - iii. Any instances of misrepresentation or violation of the family obligations and any action which is to be taken. If any determination is made by the KHA that data supplied or

improperly reported was misrepresented, either on the application or any subsequent reexamination, the KHA may adjust the resident rent, collect from the family the difference between the rent it has paid and what it should have paid (all such retroactive rent charges shall be payable the first of the month following the date the misrepresentation occurred), and/or terminate the lease for the family;

- iv. Will inform the resident, if they disagree with the change, they will have the opportunity to an informal grievance hearing, and the requirements of requesting such hearing.

D. HUD Reporting:

D.1. The KHA is federally mandated to report all applicant and resident household and changes that affects income, family composition, unit and bedroom size, etc. The HUD form 50058 (Family Report) will be complete on behalf of the family by the KHA, as the administering Housing Authority, and will be electronically transmitted as required by federal regulations from HUD.

12. Requirements to Attend Interview Reexamination Reviews:

A. The following family members will be required to attend the scheduled interview:

- A.1. The head, spouse, co-head and any other adult family member to sign the appropriate paperwork and forms.
- A.2. If the head of household is unable to attend the interview, the appointment will be rescheduled.

13. Missed Scheduled Appointments:

A. The written notification informing the resident when the KHA has scheduled for the family to meet with a KHA staff to conduct and complete a reexamination, will state:

- A.1. Which family members are required to attend;
- A.2. The family may call the KHA office to request another appointment date up to ten (10) calendar days prior to the scheduled interview appointment.

B. If the family does not appear and attend the scheduled interview appointment, and has not rescheduled or made prior arrangements with the KHA, the KHA will only reschedule one (1) additional second appointment.

- C. If the family fails to appear or attend the one additional second appointment, and has not rescheduled or made prior arrangements, the KHA will:
 - C.1. Send a family written notice of termination, which will include an opportunity for the family to request an informal grievance hearing.
 - C.2. Exceptions to these policies will only be made possible if the family can justifiable show good cause as to why they were unable to attend the scheduled interview appointment., such as, and not limited too, medical emergencies, or if the resident needs a reasonable accommodation for persons with disabilities. This will only be made by the Public Housing Specialist with the final approval by the Executive Director or designee.

CHAPTER 20.

**CONTINUED ASSISTANCE & COMMUNITY SERVICE
REQUIREMENT PROCEDURE**

1. General: Pursuant to 24 CFR 960.603, except for any family member who is an exempt individual, each adult resident of public housing must:
 - A. Contribute 8 hours per month of community service (not including political activities); or
 - B. Participate in an economic self-sufficiency program for 8 hours per month; or
 - C. Perform 8 hours per month of combined activities as described in this section and resident notification regarding the requirement and listing of eligible activities;
 - D. Violation of the service requirement is grounds for non-renewal of the lease upon 30-day written notice at the end of the twelve-month lease term.

2. Resident Notification:
 - A. The KHA must give the family a written description of the service requirement and of the process for claiming status as an except person and for KHA verification of such status. The KHA must also notify the family of its determination identifying the family members who are subject to the service requirement, and the family members who are exempt person(s).

3. Determination of Exempt Status:
 - A. The KHA will determine status of Exempt Individual (CFR 24. 950.601) and resident compliance annually at annual re-examination.

 - B. Exempt individual is an adult who provides third-party verification that they are:
 - B.1. 62 years and older;
 - B.2. A blind or disabled individual, as defined under 216 (I) (1) or 1614 of the Social Security Act (4 U.S.C.416 (I) (1); 1832c), and who certifies that because of this disability he/she is unable to comply with the services provisions of this subpart; or
 - B.3. Is a primary caretaker of such individual; or
 - B.4. Engaged in work activities; or
 - B.5. Meeting the requirements for being exempt from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other welfare program of the State in which the KHA is located, including a State-administered welfare-to-work program, and has not been found by the state or other administering entity to be in noncompliance with such program.

4. Determination of Compliance:
 - A. The KHA must review the family compliance with service requirements, and must verify such compliance annually at least thirty (30) days before the end of the twelve-month lease term.
 - B. The KHA will require a third-party signed certification that the family member has performed such qualifying activities administered by organizations other than the KHA. The KHA will maintain documentation of service requirement performance or exemption in resident files.

5. Determination of Non-Compliance:
 - A. If any family member who is required to fulfill a service requirement, violates this family obligation (noncomplaint resident), the KHA will provide proper written notice of noncompliance and non-renewal of the lease at the end of the lease term. The notice will:
 - A.1 Describe the non-compliance;
 - A.2. State the KHA will not renew the lease at the end of the 12-month lease term unless:
 - i. Tenant and any other noncompliant resident enters into a written agreement with the KHA to cure such noncompliance and in fact cure such noncompliance in accordance with such agreement; or
 - ii. Family provides written assurance satisfactory to the KHA that tenant or other noncompliant resident no longer resides in the unit.
 - A.3. Provides opportunity for a grievance hearing in accordance with grievance policy.

6. Resident Agreement to Comply with Service Requirement:
 - A. If the tenant or other family member has violated the service requirement, the KHA may not renew the lease upon expiration of the term unless:
 - A.1. The resident and any other noncompliant resident, enter into a written agreement with the KHA, in the form and manner required by the KHA, to cure such noncompliance by completing the additional hours of community service or economic self-sufficiency activity needed to make up the total numbers of hours required over the 12-month term of the new lease, and
 - A.2. All other members of the family who are subject to the service requirement are currently complying with the service requirement or are no longer residing in the unit.

7. Volunteer Opportunities:
 - A. Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.
 - B. Volunteer or paid work by any resident can not be performed and be considered in meeting the requirement by performing service for the KHA.

CHAPTER 21.

UNIT INSPECTIONS

1. General:

- A. To ensure the livability, safety, security and physical condition of the assisted unit, the KHA conducts several types of unit inspections, per federal regulations and KHA policies:
 - A.1 Move-in Inspection;
 - A.2 Annual Inspection;
 - A.3 Preventative Maintenance Inspection;
 - A.4 Special Inspections;
 - A.5 Emergency Inspection;
 - A.6 Pre-Move-Out Inspection;
 - A.7 Move-Out Inspection

2. The inspection process consist of:

- A. An authorized KHA representative(s) and the head of household, or at least one adult family member will be/should be present during the inspection.
- B. A written statement of the unit condition will be documented on a KHA approved inspection form.

3. Notice of Inspection:

- A. For the inspections defined as annual, preventative maintenance, special (i.e., housekeeping) and pre-move-out inspections, the KHA will give the resident in writing, at least a 48 hour notice.

4. Types of Inspections:

A. Move-In Inspection:

- A.1. An authorized KHA representative(s) along with the applicant/resident will inspect each public housing unit prior to commencement of occupancy. Both parties will be required to sign the written statement (inspection form) that the KHA representative completes. The original statement will be placed in the applicant/resident file. At the resident's request, a copy of the statement will be issued.

- i. At the time of the move-in inspection, any identified damage or defective items will be documented and a work order will be submitted for correction and repair.

B. Annual Inspections:

- B.1. An authorized KHA representative(s) along with the resident, or an adult family member being present, will inspect a resident's unit at least annually and before the resident's anniversary reexamination date, which

is from the initial lease date. The KHA representative will document the inspection by providing a written statement (inspection form). Both parties will be required to sign the written statement (inspection form) that the KHA representative completes. The original statement will be placed in the applicant/resident file. At the resident's request, a copy of the statement will be issued.

- i. At the time of the annual inspection, any identified damage or defective items will be documented and a work order will be submitted for correction and repair.

C. Preventative Maintenance Inspection:

C.1. This inspection can be conducted along with the annual inspection, but generally scheduled and completed within six months after the resident's annual reexamination date. The inspection is to check and replace unit items for: weatherization, identify the condition of the smoke detectors, water heaters, furnances, automatic thermostats, water temperatures, plumbing and the overall unit condition status.

- i. An authorized KHA representative(s) will be and the resident or an adult family member should be present. The KHA advises for the resident be present, but not required. The KHA representative will document the inspection by providing a written statement (inspection form). Both parties will be required to sign the written statement (inspection form) that the KHA representative completes. The original statement will be placed in the resident file. At the resident's request, a copy of the statement will be issued.
- ii. At the time of the preventative maintenance inspection, any identified damage or defective items that is listed above will be completed for repair or replacement and all other repairs will be documented and a work order will be submitted for correction and repair.

D. Special Inspections:

D.1. A special inspection may be scheduled for the following reasons:

- i. HUD officials or other property inspectors to sample the unit stock for rehabilitation or for estimates for repairs.
- ii. Based on information from a third party source or KHA staff that fraud, lease violations are occurring in the unit (such as but not limited to housekeeping issues, damages, etc.)

D.2. Special Inspections will be scheduled and conducted within the same guidelines as annual inspection, per federal regulations and KHA policies.

D.3. The KHA representative will document the inspection by providing a written statement (inspection form), and the statement will be placed in the resident file. The original statement will be placed in the tenant file. At the resident's request, a copy of the statement will be issued

E. Emergency Inspections:

- E.1. If a KHA staff or agent of the KHA has reasons to believe an emergency exists within the housing unit, the unit can be entered without notice. The person(s) who enters the unit will leave a written notice to the resident that indicates the date, time and reason why entrance into the unit was conducted.
- E.2. Written documentation of the reasons listed above for the entry will be documented and placed in the resident's file.
- E.3. The KHA representative will document the inspection by providing a written statement (inspection form), and the statement will be placed in the resident file. At the resident's request, a copy of the statement will be issued

F. Pre-Move-Out Inspection:

- F.1. When a resident gives notice they intend to vacate the unit, the KHA will offer to schedule a pre-move-out inspection with the family. The inspection allows the KHA to help the resident identify any problems which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the resident, been found to be helpful in reducing costs to the tenant and enabling the KHA to turn the unit around for re-rental.
- F.2. The KHA representative will document the inspection by providing a written statement (inspection form), and the statement will be placed in the resident file. The original statement will be placed in the resident file. At the resident's request, a copy of the statement will be issued

G. Move-Out Inspection:

- G.1. The KHA conducts the move-out inspection after the tenant has vacated the unit to assess the condition of the unit and to determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.
- G.2. The KHA representative will document the inspection by providing a written statement (inspection form), and the statement will be placed in the resident file. At the vacated resident's request, a copy of the statement will be issued

1. General:

- A. It is the KHA’s policy that transfers will be made without regard to race, sex, color, religion, national origin, or familial status. Residents can be transferred to a handicapped accessible unit to accommodate a disability in accordance to the 24. CFR – 100.5.
- B. The objectives of the Transfer Policy includes the following examples:
 - B.1. Address emergency situations;
 - B.2. Fully utilize available housing resources while avoiding overcrowding;
 - B.3. Facilitate a relocation when required for modernization or other management purposes;
 - B.4. Facilitate relocation of families with inadequate housing accommodations;
 - B.5. Provide incentive for families to assist the KHA’s deconcentration goal.
- C. All transfer request(s) must be submitted in writing, and preferred by completing the KHA’s required Transfer List form.

2. Types of Transfers:

- A. Emergency Transfers:
 - A.1. Emergency transfers are permitted when the unit or building conditions pose an immediate threat to resident’s life, health or safety, as determined by the KHA. Emergency transfers within developments or between developments may be made to repair unit defects hazardous to life, health, or safety or to rehabilitate or demolish a unit.
- B. Disability Transfer:
 - B.1. Requests for disability transfers will be made to the Public Housing Specialist and approved by the Executive Director or designee. The resident will be required to provide the necessary third-party professional verification and/or documentation to substantiate the need for a disability transfer, as defined in accordance with Federal law. Disability transfers may also be initiated by the KHA (i.e., moving a person with mobility problems or barriers to a unit with accessible features).
- C. Administrative Transfer:
 - C.1. Over/Under Housed Conditions. Within developments or between developments may be made to correct occupancy standards (over/under housed conditions). Administrative transfers will be processed first before any new admissions from the waiting list. Transfers will be of:
 - i. Transfers to correct occupancy standards may be recommended at the time of reexamination or interim redetermination;

- ii. Residents in an over/under housed status will be advised during their reexamination that a transfer is recommended and the family has been placed on the transfer list;
- iii. When the head of household, originally housed in a bedroom by him/herself, has a child, both may remain in the unit if it is the KHA's opinion the unit is large enough to accommodate the number of persons now in the household or the KHA may recommend an administrative transfer. Other than for births that occur during tenancy, the KHA's prior written approval of additions to the household is required.

C.2. Accessible Unit Eligibility: If an accessible unit must be offered to an applicant not having disabilities, the KHA may require the applicant to transfer to a non-accessible unit when available. Before offering an accessible unit to a non-disabled applicant, the KHA must first offer the unit to an existing resident having disabilities requiring the accessibility features of the vacant unit, who is currently occupying a unit not having such features. If no such resident exists, the unit will be offered to an applicant at the top of the waiting list having a disability requiring those features.

- i. Applicants/residents who lease up in an accessible unit who do not otherwise qualify for such accessible unit, will be required to sign a certification of understanding that if in the future the unit is needed for an applicant or resident needing the accessible unit, they will have to vacate the unit and lease up in an other non-accessible unit for continuation of occupancy.
- ii. Residents who are housed under this condition will be advised when a transfer is required to accommodate a disabled applicant/resident and that the family has been placed on the transfer list.

3. Requirements for Transfers:

- A. Residents will be considered for transfers if they:
 - A.1. Have not engaged in criminal activity that threatens the health and safety of residents and staff.
 - A.2. Do not owe back rent or other charges, or evidence a of pattern of late payment.
 - A.3. Meet reasonable housekeeping standards and have no housekeeping or other lease violations.
 - A.4. No history of disturbances that resulted in lease violations or violence toward staff or neighbors as indicated by notices of lease violations in the resident's file.
 - A.5. Exceptions may be made for emergency transfers or when it is to the KHA's advantage to move forward with the transfer.

- B. Without a determination of exception, the following policy applies to transfers:
 - B.1. If back rent is owed, the resident will not be transferred until a payment plan is established, or, if prior payment plans have failed, back rent is paid in full.
 - B.2. A resident with housekeeping violations will not be transferred until he/she passes a follow-up housekeeping inspection(s) and compliance.

- C. Transfer Time Limit:
 - C.1. Residents must agree to move to an appropriate unit, upon reasonable notice to move of not less than seven (7) days. Residents will be notified when an appropriate unit is expected to be ready for occupancy. The seven (7) days shall commence on the date the lease for the second unit is executed and the resident is given the keys. If the seven-day period has not been extended in writing by the KHA and the resident has not moved from the first unit into the second unit, the lease for the second unit is automatically cancelled and the resident shall promptly return all the keys for the second unit to the KHA office. If the keys to the second unit are not returned, the KHA will charge the resident for replacing the keys/locks.

- D. Transfer Cost:
 - D.1. The resident will be responsible for all costs of moving if required to move to correct occupancy standards, voluntary, reasonable accommodations (on a case-by case basis), rehabilitation reasons, and for other KHA reasonable reasons, and consistent with applicable law.

- E. Administration:
 - E.1. Transfers will be processed at the KHA administration office in accordance to KHA procedures. A central transfer list will be maintained.
 - E.2. The Public Housing Specialist will review all written requests and forward the requests for approval by the Executive Director or designee.
 - E.3. Residents will receive one (1) offer of a transfer. Refusal of that offer without good cause will result in the removal of the household from the transfer list.
 - E.4. Resident who's request was denied, will be informed in writing of the denial and will be given the opportunity to request an informal grievance hearing. *See Chapter on Grievance and Informal Hearings.

- 4. Administrative and Voluntary transfer procedure: Administrative and voluntary transfers will be processed with new admissions using a “ratio of 1 transfer for every 5 new admissions”

1. General:

- A. The purpose of this policy is to sustain a decent, safe and sanitary environment for existing and prospective tenants of the KHA employees, and the public and to preserve the physical condition of KHA property; a Pet Policy is established to provide the guidelines and requirements for responsible pet ownership. In addition, the policy was developed with input from residents, housing management staff, other housing authorities, and HUD rules and regulations, seeks to provide residents with the opportunity of having common household pets within reasonable limits that will protect both the property and the health and safety of other residents.
- B. Under the Quality Housing and Work Responsibility Act of 1998 contain amendments to Section 31 of the United States Housing Act of 1937 referring to pet ownership in public housing developments. Under the new provision, a resident may own one or more common household pets or have one or more household pets present in his/her unit, subject to the reasonable requirements of the KHA.
- C. The residents must maintain, “each” pet responsibility and in accordance with applicable State and local public health, animal control, and animal anti-cruelty laws and regulations and with the policies established in the KHA plan”. Reasonable requirements that a public housing authority may impose include the following:
 - C.1. A nominal fee and/or pet deposit;
 - C.2. Limitations on the number of pets based on the size of the unit;
 - C.3. Prohibitions on certain types of animals considered dangerous;
 - C.4. Limitations on the size and weight of individual animals.

2. Pets in Public Housing Developments:

- A. The KHA will allow for pet ownership in both the Keewaydin Plaza and Sunnyslope Homes developments.

3. Exclusions and Definition:

- A. Service and Companion Animals: Animals approved by the KHA to serve as service or companion animals (animals that assist, support, or provide service to persons with disabilities) are not considered general household pets and generally do not fall under the guidelines of this Pet Policy. Approved service or companion animals shall not be subject to certain provisions of the Pet Policy; for example, the requirement for a Pet Deposit (see following subsection) shall be

waived. Other provisions, however, such as “Rules for Pet Care” (see following subsection), shall apply equally to service or companion animals as to pets, unless exemptions from any of the requirements have been requested and approved through the KHA reasonable accommodation procedure.

4. Application for Pet Permit/Prior to Pet Ownership:

- A. Residents must submit a written application to request to have a pet added to their lease and unit, with prior permission from the KHA, before obtaining any pet.
- B. Residents shall provide written proof of the following in the KHA’s determination of approving any pet into the resident’s premises (specifically cats and dogs, but not limited to these species of animals):
 - B.1. Current Pet License;
 - B.2. Current inoculations (for rabies, distemper, and parvo virus);
 - B.3. Evidence/verification the animal has been spayed or neutered.
 - B.4. Color photo picture & written description of the animal;
 - B.5. Proof of Animal liability insurance: With City recommendation and requirements, insurance will be necessary for certain types and breeds of animals. If the animal is considered a dangerous animal, the KHA will not approve such animal.

5. Types and Number of Allowable and Non-Allowable Common Household Pets:

- A. Types of Allowable Common Household Pets:
 - A.1. Fish confined to an aquarium and/or bowls no longer than 50 gallons in size;
 - A.2. Caged birds;
 - A.3. Dogs under 18 inches in height, measured at the shoulder and under 20 pounds in weight at adult age;
 - A.4. Caged or contained domesticated rodents such as gerbils, hamsters, and/or guinea pigs.
- B. Types of Non-Allowable Animals:
 - B.1. All animals, including dangerous animals as defined by state and local law, not allowed are defined below:
 - i. Animals who would be allowed to produce offspring for sale;
 - ii. Dangerous animals, wild animals, feral (untamed, savage) animals and any other animals who are not amenable to routine human handling (City code);
 - iii. Animals of species commonly used on farms (i.e., chickens, goats);
 - iv. Non-human primates;
 - v. Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit (i.e. reptiles);

- vi. Pot-bellied pigs;
- vii. Ferrets.

B. Number of Allowable Household Pets:

- B.1. No more than one animal of any kind in a one-bedroom dwelling unit.
- B.2. A second animal compatible with the first , only in dwelling units having two or more bedrooms.
- B.3. No more than two (2) animal of any species in any dwelling unit including caged animals but excluding aquariums.

6. Pet Deposits:

- A. A pet deposit of \$200.00 non-refundable fee per pet will be required upon entering a pet agreement and required for any allowable animals other than birds (caged) or fish to cover the potential costs for damage done by the pet(s) to the unit or common areas. This deposit is separate from the security deposit required for the dwelling unit.
- B. Service and/or Companion Animals are exempt from the pet deposit requirement.

7. Pet License:

- A. Registration and license are required for dogs and cats eight weeks of age and older.

8. Pet Policy/Agreement Lease Rider:

- A. Written documentation attached to the lease signed by the tenant agreeing to compliance with provisions for pet ownership.

9. Local, State, and federal Ordinances Applied: Local, State, and Federal laws and ordinances regarding pets supercede the KHA's Pet Policy.

10. Rules for Pet Care:

- A. The resident shall be responsible for proper care of the pet, including but not limited to, good nutrition, grooming, routine veterinary care, flea control, yearly inoculations, and compliance with all applicable State, Federal, and local statutes, ordinances, rules, and regulations.
- B. The tenant shall keep the unit and surrounding areas free of pet odors, insect infestation, waste, and litter related to their pet and maintain the unit and surroundings in sanitary condition at all time.
- C. The resident shall be responsible for cleanup after their pet ANYWHERE on the KHA property including carrying a "pooper scooper" and/or disposable plastic

bag anytime the pet is outside the apartment. Pet waste shall be bagged and disposed of in their appropriate trash receptacles. Pet waste or pet litter shall not be deposited in the unit toilet.

- D. The tenant shall keep his/her pet(s) inside the unit at all times except for transportation on and off KHA property, walks with dogs and cats, and tethering. Other pets shall be in suitable portable cages when outside the unit.
- E. Dogs and cats shall wear a collar with a current pet license.
- F. Pets shall not be released or tied in common areas or outside a unit.
- G. Pets shall be properly housed at night (between 10:00 p.m. and 8:00 a.m.) unless accompanied by the owner and not allowed to annoy other residents by barking, howling, etc., at any time of day or night.
- H. The pet will be removed when the resident vacates and will not be left on the property or premises.
- I. The resident shall pay promptly, upon receipt of a bill, for any and all materials and/or labor for repair of any damage inside or outside the unit or any part of KHA property caused by his/her pet(s). This includes extermination services.
- J. No pet is to remain unattended, without proper care for more than 24 hours. The resident shall designate an emergency contact on the "Pet Policy/Agreement Lease Rider" that can tend to the pet if the resident is unable to do so. In instances where a pet appears to have been abandoned for more than 24 hours and an emergency contact cannot be located, the KHA shall report the matter to the appropriate Animal Control agency for removal. The KHA management staff will enter the unit as in an emergency, to rescue the animal.
- K. In the event of a pet's death, the resident shall be responsible for disposing the pet remains in accordance with Federal, State, and or local laws, rules and regulations.
- L. Residents will not be allowed to care for visiting pets for someone else.

11. Violations of the Pet Policy:

- A. Violations of the Pet Policy constitute a violation of the lease agreement. When the Pet Policy/Agreement Lease Rider to the lease is signed, the resident agrees to follow the rules listed in the KHA policy and Rider. Violations of these rules will result in possible removal of the pet, notice to the resident and possible eviction.

CHAPTER 24. SCHEDULE OF CHARGES

This section obtains the annual schedule of charges for tenants, per development.

CHAPTER 25.

REPAYMENT AGREEMENTS

1. General:

- A. It is the policy of the Housing Authority City of Kennewick (KHA) that it will not provide Housing Assistance to a client or program participant who has an indebtedness to this agency or another federally subsidized program/project until either the debt balance is paid in full or a Repayment Agreement has been executed.
- B. The KHA will prescribe the terms of the payment agreement, including determining whether to enter into an agreement with a applicant/resident based on circumstances surrounding the debt to the KHA.
- C. A payment agreement as used in this policy is a legal document entered into and between the KHA and the person/resident who owes a debt to the KHA.

2. Requirements and Guidelines for Executing an Agreement:

- A. The repayment agreement will be executed between the KHA staff representative and the head of household, spouse or co-head, and must be approved by the Executive Director or designee.
- B. A **minimum** down payment of one-third (1/3) of the balance owed is **required** at the time the Agreement is executed. Monthly payment amounts will be established after a review of all relevant client/applicant income information. The general guideline is the total dollar amount owed will be divided by the number of a twelve (12) month period. Applicant will remain in good standing with the KHA as long as all payments are received in a prompt and timely manner in accordance to the agreement.

3. Repayment Agreement Requirements and Default:

- A. All payment agreements must be paid in full within twelve (12) months of executing the agreement.
- B. The agreement will be in default when a payment is delinquent ten (10) days after payment is due.
- C. Failure to abide by this Repayment Agreement policy will result in one or more of the following actions:
 - C.1. Applicant will have their application withdrawn unit debt is paid in full.
 - C.2. Clients will have the unpaid balance turned over to collections.
 - C.3. Clients will have their rental assistance terminated, and the KHA will pursue further legal remedy for the remaining unpaid balance.

- D. If a client already has an existing executed Repayment Agreement and incurs an additional debt to the KHA, the KHA will not enter into more than one (1) Repayment Agreement with a client and if a Repayment Agreement is in arrears more than 10 calendar days, any new debts owed to the KHA must be paid in full.
- E. No resident requests for a unit transfer will be approved or considered until the debt is paid in full; except for administrative transfer reasons (i.e., natural disaster).

4. Debts Due to Misrepresentation/Non-Reporting of Information:

- A. HUD's definition of program fraud and abuse is a single act or pattern of actions that:
 - “Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of Public Housing funds in violation of Public Housing program requirements”.
- B. Tenant Error/Late Reporting:
 - B.1. Tenants who owe money to the KHA due to the resident's failure to report increases in income will be require to repay in accordance with the payment procedures for program fraud may be:
 - i. Program Fraud: If a resident owes an amount, which equals or exceeds \$2,000.00 as a result of program fraud, the case can be referred to the Inspector General. Where appropriate, the KHA will refer the case for criminal prosecution or turn over to a collection agency.

5. Writing off Debts and Record of Tenants Indebtness:

- A. Debts will be written of if:
 - A.1. The debtor's whereabouts are unknown and the debt is more than 7 years old.
 - A.2. The debtor is deceased.
- B. The KHA will maintain records of resident and individuals who owe, have been sent to collections, or have written off a debt. An individual will not be considered for future assistance, regarding the non-action of the individual of not paying or taking the responsibility in clearing the past indebtedness.

1. Termination by Tenant:

A. Written Notice requirement and Liability of Rent:

- A.1. Due to the KHA's public housing lease is a one (1) year lease agreement, in accordance with state and local law, the tenant must give a thirty (30) day written notice of intention to move at the termination of the lease period.
- A.2. Resident shall be liable for rent up to the end of the 30 days for which the notice was required, or, to the date the unit is re-rented, whichever comes first.
- A.3. A tenant who vacates before the lease expires is responsible for paying the rent for the rest of the lease period, or to the date the unit is re-rented, whichever comes first.

B. Notice of Lease Termination shall be:

- B.1. Delivered in person to the KHA administration, or
- B.2. Sent by pre-paid first-class mail, properly addressed, the KHA administration office;
- B.3. Be in written form, preferably on the KHA Intent to Vacate form.

2. "Notice" of Lease Termination by the KHA:

A. The KHA will terminate the lease for material noncompliance with the provisions of the lease or other good cause. The prescribed manner is detailed in the lease.

B. In the event the KHA desires to terminate the lease, KHA shall give written notice of Termination of the Lease, or Notice to Comply / Pay Rent or Vacate, stating:

- B.1. The lease provisions or rules violated;
- B.2. The specific grounds for termination, including the dollar amount due to a given date, if money is claimed to be owing;
- B.3. The date the tenancy is terminated;
- B.4. The resident's right to make such reply as the resident may wish;
- B.5. That if the resident remains, the KHA shall seek eviction by courts action at which time the resident may present a defense;
- B.6. The resident has a right to examine the KHA's documents directly relevant to the termination or eviction, and
- B.7. If required, whether the resident has a right to request a grievance hearing under the KHA grievance hearing procedure. If the KHA has decided to exclude such grievance from the KHA grievance procedure, the notice of lease termination shall or not state:
 - i. State the tenant is not entitled to a grievances hearing on the termination,

- ii. Specify the judicial eviction procedure to be used by the KHA for eviction of the resident;
 - iii. State HUD has determined the eviction procedure provides the opportunity for a hearing in court that contains the basic element of due process as defined by HUD regulation, and
 - iv. State whether the eviction is for a criminal activity or for a drug-related criminal activity described in the lease.

- 3. The failure or omission by the KHA to terminate a lease for any cause given in the lease and/or addendums shall not destroy the right of the KHA to do so later for the same, similar, or other causes.

- 4. The Notice of lease termination to the resident shall be in writing and shall be:
 - A. Delivered in person to the tenant;

 - B. Delivered to an adult member of the resident's household, or

 - C. Sent by pre-paid first-class mail, properly addressed, to the tenant, and posted in a conspicuous place on the premises.

- 5. Lease Termination by the KHA:
 - A. On or before the date specified in the notice of lease termination, the resident must quietly and peacefully vacate the premises and surrender possession thereof to the KHA.

 - B. If the resident vacates the premises according to such notice, the lease shall be terminated:
 - B.1. When the resident vacates and returns all keys to the KHA office;
 - B.2. The day following the termination effective date of the notice served, whichever occurs later;

 - C. Upon such termination, the resident shall leave any equipment or furnishings provided by the KHA in good order and repair, reasonable wear and tear excepted, and in a clean and sanitary condition as when the resident took possession.

 - D. The KHA will terminate the lease for serious or repeated violations of material lease terms. Such violations include but not limited to are of the following:
 - D.1. Nonpayment of rent or other charges;
 - D.2. A history of late rental payments;
 - D.3. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
 - D.4. Failure to allow inspections on the unit;
 - D.5. Failure to maintain the unit in a safe and sanitary manner;

- D.6. Assignment or subletting of the unit/premises;
 - D.7. Use of the premises for purposes other than as a dwelling unit;
 - D.8. Destruction of property;
 - D.9. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
 - D.10. Any criminal or drug-related criminal activity on or off the property, includes but not limited to the manufacturing of methamphetamine
 - D.11. Non-compliance with Non-Citizen Rule requirements;
 - D.12. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the KHA;
 - D.13. Resident or family member who is subject to any registration requirement under a State Sex Offender Registration program.
 - D.14. Other such good cause(s).
- E. The KHA will take immediate action to evict any household that includes an individual who is subject to registration requirement under the State Sex Offender's Registration program.

6. Lease Termination by Resident Abandonment:

- A. If the resident abandons the dwelling unit without proper notification to the KHA, the KHA shall take possession of the resident's personal property remaining on the premises and shall store and care for the property. The KHA will consider the unit to be abandoned when a resident has fallen behind in rent and has clearly indicated by words, actions and intention not to continue living and occupying the unit. The KHA has a claim against the resident for reasonable costs and expenses incurred in removing the property, storing, caring, and in disposing of the property. If the personal property left by the resident is stored, the KHA will mail a written notice to the resident that specified articles are being stored at a specific location and incurring storage fee of \$25.00 per month and that said articles are deemed abandoned and will be disposed of without sale and without further notice forty-five (45) days after the date of the notice unless claimed and removed by the resident.

7. Lease Termination by Death of Tenant:

- A. Death of the resident does not automatically terminate the lease, which will continue until notice is given by the resident's estate or the KHA shall terminate the lease at the end of the month the death occurs or the unit is re-rented, whichever is the later.

8. Lease Termination by Uninhabitable:

- A. The lease will terminate automatically if the unit is rendered uninhabitable due to the action or inaction of the resident or member of the resident household.

9. Mandatory Denial and Termination:

- A. The KHA must permanently deny assistance to applicants and terminate assistance of individuals/residents convicted of manufacturing or producing methamphetamine in violation of any Federal or State law.
- B. The KHA must permanently deny assistance to applicants and terminate assistance of individuals/residents subject to a lifetime registration requirement under a State Sex Offender Registration program.
- C. If any family/residents has been evicted from federally assisted housing program for a serious violation of the lease, the KHA must deny admissions for at least five (5) years after the eviction occurred.
- D. The KHA must deny admission or terminate assistance when required under the regulations to establish citizenship or eligible immigration status.

10. Grounds for Denial or Termination of Assistance

- A. The PHA will deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:
 - A.1. The family violates any family obligation under the program as listed in 24 CFR 982.551.
 - A.2. Any member of the family has ever been evicted from public housing.
 - A.3. If any PHA has ever terminated assistance under the program for any member of the family.
 - A.4. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
 - A.5. The family currently owes rent or other amounts to the KHA, another Public Housing Authority or previous landlord in connection with Section 8 or public housing assistance under the 1937 Act.
 - A.6. The family has not reimbursed the KHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under lease.
 - A.7. The family breaches an agreement with the KHA, another Housing Authority or landlord to pay amounts owed, the KHA at its discretion may offer the family the opportunity to enter into a repayment agreement. The KHA will prescribe the terms of the agreement.

- A.8. The family has engaged in or threatened abusive or violent behavior toward KHA personnel.

"Abusive or violent behavior towards KHA personnel" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.

"Threatening" refers to oral or written threats or physical gestures that communicate an intent to abuse or commit violence.

Actual physical abuse or violence will always be cause for termination.

- A.9. Any member of the family whose drug or alcohol abuse interferes with the health, safety or peaceful enjoyment of other project residents. Crime by Family Member (See Screening and Eviction for Drug Abuse and Other Criminal Activity policy in the subsection below.)

- A.10. If any member of the family commits drug-related criminal activity, or violent criminal activity. (See Screening and Eviction Abuse and Other Criminal Activity policy below and 982.553 of the regulations)

Refer to Chapters on Eligibility for Admission" Chapter "Other Criteria for Admission" for further information.

11. Screening and Eviction for Drug Abuse and Other Criminal Activity:

A. Purpose:

All federally assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. It is the intention of the KHA to fully endorse and implement a policy designed to:

- A.1. Help create and maintain a safe and drug-free community.
- A.2. Keep our program participants free from threats to their personal and family safety.
- A.3. Support parental efforts to instill values of personal responsibility and hard work.

- A.4. Help maintain an environment where children can live safely, learn and grow up to be productive citizens.
- A.5. Assist families in their vocational/educational goals in the pursuit of self-sufficiency.

B. Administration

All screening and termination of assistance procedures shall be administered fairly and in such a way as not to violate rights to privacy or discriminate on the basis of race, color, nationality, religion, familial status, disability, sex or other legally protected groups.

To the maximum extent possible, the KHA will involve other community and governmental entities in the promotion and enforcement of this policy.

C. Screening of Applicants

In an effort to prevent future drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents, and as required by the Notice 96-27, the KHA will endeavor to screen applicants as thoroughly and fairly as possible for drug-related and criminal behavior.

Such screening will apply to any member of the household who is 18 years of age or older or emancipated person(s).

12. U.S. Postal Office Notification:

- A. The KHA will must notify the local U.S. Post Office when the KHA has evicted an individual/resident of the eviction and especially for criminal activity reasons. This provision implements a statutory requirement (42 U.S.C. 1437 d(n)), that is intended to prevent the return to the development of the evicted person to obtain mail.

GLOSSARY

HUD Definitions

Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance. Drug-related criminal activity means *on or off the premises*.

Criminal activity includes any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by any family member.

Standard for Violation

The KHA will deny participation in the program to applicants and terminate assistance to participants in cases where the KHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or if the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents, including cases where the KHA determines that there is a pattern of illegal use of a controlled substance or pattern of alcohol abuse. The KHA may deny/terminate assistance and the family will be ineligible to receive rental assistance for 5 years.

The KHA will consider the use of a controlled substance or alcohol to be a pattern if there is more than one incident during the previous 12 months.

“Engaged in or engaging in” criminal or drug-related activity means any act by applicants or participants, household members, or guests which involved criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person of another, (even if they were not arrested or convicted of such act), from the applicant or participant, household members, or guests. This includes drug paraphernalia as well.

The existence of the above-referenced behavior by any household member or guest, regardless of the applicant or participant’s knowledge of the behavior, shall be grounds for denial or termination of assistance.

In evaluating evidence of negative past behavior, the KHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

Drug Related and Criminal Activity

Ineligibility if Evicted for Drug-Related Activity: Persons evicted because of drug-related criminal activity are ineligible for admission to the rental assistance program for a five (5) - year period beginning on the date of such eviction.

Applicants will be denied assistance if they have been:

Evicted from a unit due to criminal activity within the last 5 years prior to the date of the certification interview.

Participants will be terminated who have been:

Evicted from a unit due to drug-related or violent criminal activity within the last five (5) years prior to the date of the notice to terminate assistance, and whose activities have created a disturbance in the building or neighborhood.

If the head of household, other adult/co-head or any member of the family violates the lease for drug-related or violent criminal activity, the PHA will terminate assistance. The KHA will not permit the family to continue receiving assistance.

If the violating member is a minor, the KHA may consider individual circumstances with the advice of Juvenile Court officials or other State/Federal agency. The PHA will limit the violating minor to one (1) offense while considering continued occupancy for the resident family.

The KHA may waive the requirement regarding drug-related criminal activity if:

The person demonstrates successful completion of a credible rehabilitation program approved by the KHA within the last three (3) years, or

The circumstances leading to the eviction no longer exist.

Termination of Assistance for Participants

If the family violates the lease for drug-related or criminal activity, the KHA will terminate assistance.

In appropriate cases, the KHA will not permit the family to continue receiving assistance provided that family members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, the KHA may consider individual circumstances with the advice of Juvenile Court officials, State/Federal agencies. The PHA will limit the violating minor to one (1) offense while considering continued occupancy for the tenant family.

Notice of Termination of Assistance

In any case where the KHA decides to terminate assistance to the family, the KHA must give the family written notice, which states:

The reason(s) for the proposed termination,

The effective date of the proposed termination,

The family's right, if they disagree and if applicable, to request an Informal Hearing to be held before termination of assistance.

The date by which a request for an informal hearing must be received by the KHA.

Required Evidence

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

Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

The KHA will pursue fact-finding efforts as needed to obtain credible evidence.

Confidentiality of Criminal Records

The KHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

If the family is determined eligible for initial or continued assistance, the criminal report shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination and the KHA will document the date the report was destroyed.

If the family's assistance is denied or terminated, the criminal record information shall be shredded immediately upon completion of the review or hearing procedures and a final decision has been made and the KHA will document the date the report was destroyed.

GLOSSARY

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

1937 Housing Act: The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

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

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

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

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

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

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

Applicant (applicant family): A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

As-Paid States: States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

Assets: The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks,

bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

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

Ceiling Rent: Maximum rent allowed for some units in public housing projects.

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

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 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 child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

Citizen: A citizen or national of the United States. (24 CFR 5.504(b))

Consent Form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

Covered Person: any member of the resident's household, a guest or another person under the tenant's control.

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

Department: The Department of Housing and Urban Development. (24 CFR 5.100)

Dependent: A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

Dependent Allowance: An amount, equal to \$480 multiplied by the number of dependents, that is

deducted from the household's annual income in determining adjusted annual income.

Disability Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

Disability Assistance Expense Allowance: In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

Disabled Family: A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

Disabled Person: See "person with disabilities."

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

Displaced Person: A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. [1937 Act]

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

Drug-Related Criminal Activity: Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

Elderly Family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

Elderly Family Allowance: For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

Elderly Person: A person who is at least 62 years of age. (1937 Housing Act)

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

Family includes but is not limited to:

- A. A family with or without children;
- B. An elderly family;
- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a tenant family; and
- G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. (24 CFR 5.403)

Family Members: All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

Family Self-Sufficiency Program (FSS Program): The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

Flat Rent: A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option may have their income evaluated once every three years, rather than annually.

Formula Method: A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the formula method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

Full-Time Student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. (24 CFR 5.603(d))

Guest: a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

Head of Household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

Household Members: All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.

Housing Assistance Plan: A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

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

In-Kind Payments: Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

Interim (examination): A reexamination of a family income, expenses, and household composition conducted between the regular annual recertification when a change in a household's circumstances warrants such a reexamination.

KHA: Kennewick Housing Authority, the administering housing authority agency;

Live-In Aide/Care Provider: A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

Low-Income Families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes. (1937Act)

Medical Expenses: Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors,

dentists, therapists, medical facilities, care for a service animals, transportation for medical purposes.

Mixed Family: A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

Monthly Adjusted Income: One twelfth of adjusted income. (24 CFR 5.603(d))

Monthly Income: One twelfth of annual income. (24 CFR 5.603(d))

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504(b))

Near-Elderly Family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

Net Family Assets:

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

Non-Citizen: A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

Occupancy Standards: The standards that a housing authority establishes for determining the

appropriate number of bedrooms needed to house families of different sizes or composition.

Other person under the tenant's control: means that the person, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes are not under the tenant's control.

Person with Disabilities: A person who:

A. Has a disability as defined in Section 223 of the Social Security Act, which states:

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

B. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:

1. Is expected to be of long-continued and indefinite duration;
2. Substantially impedes his or her ability to live independently; and
3. Is of such a nature that such ability could be improved by more suitable housing conditions, or

C. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:

"Severe chronic disability that:

1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
2. Is manifested before the person attains age 22;
3. Is likely to continue indefinitely;
4. Results in substantial functional limitation in three or more of the

following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and

5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. (1937 Act)

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Premises: the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

Proration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR 5.520)

Public Housing Agency (PHA): Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof), which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

Recertification: The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

Remaining Member of a Resident Family: A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)

Resident/Tenant: The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

Resident/Tenant Rent: The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

Self-Declaration: A type of verification statement by the tenant as to the amount and source of

income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single Person: Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

Temporary Assistance to Needy Families (TANF): The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

Third-Party (verification): Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

Total Resident/Tenant Payment (TTP):

- A. Total resident/tenant payment for families whose initial lease is effective on or after August 1, 1982:
 1. Total resident/tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :
 - a. 30% of the family's monthly adjusted income;
 - b. 10% of the family's monthly income; or
 - c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.

2. Total tenant payment for families residing in public housing does not

include charges for excess utility consumption or other miscellaneous charges.

- B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

Utility Allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

Utility Reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit. (24 CFR 5.603)

Very Low-Income Families: Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the areas on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 Act)

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603(d))

Welfare Rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

ACRONYMS

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
KHA	Kennewick Housing Authority
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWR	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Resident/Tenant Payment

Appendix I

Income Limits and Deconcentration Worksheet

Development Name	Number of Units Under ACC	Number of Occupied Units	Number of Units Occupied by Very Poor Families	% Occupied by Very Poor Families
Sunnyslope	124	123	109	89%
Keewaydin Plaza	66	66	60	91%

% Very Poor in

Census Tract

Target Number

Number Needed of below 30% of median area income

Number Needed above 30% of median area income

Waiting list number of families Appendix 2

**DWELLING LEASE
HOUSING AUTHORITY CITY OF KENNEWICK**

DWELLING LEASE # _____ (_____-bedroom)

PROJECT NUMBER: WA12-_____

This lease is executed this _____ day of _____, 200__, by and between The Housing Authority City of Kennewick, Washington, a public corporation (“PHA”), and _____, (“Tenant”).

IT IS AGREED THAT:

PHA, relying upon Tenant’s representation as to Tenant’s household composition, income, and need, hereby Leases to the Tenant upon the conditions hereinafter provided, the unit or residence located at _____, Washington, Zip Code _____, Project WA-_____ (“premises”). The Tenant family, composed exclusively of the household members listed below, must occupy the premises exclusively as a private dwelling and as their only residence and must not use or permit its use for any other purpose.

Name	Relation to Head Of Household	Sex M/F	Birth Date	Social Security Number	Vehicle License Number	Parking Permit Number	Driver’s License Number	INS Status

*PHA will only document family member INS status for program eligibility only on this application.

Tenant shall have the right to occupy the premises during the period from _____, 20__ to commencement of the Lease term on the terms and conditions set forth herein upon payment of \$_____ as rental for the partial month until the beginning of the Lease term. This Lease term will begin on _____, 20__, and be for one year. **The Lease will then be renewable “automatically” for another one-year period**, unless terminated or modified according to the terms and conditions of this Lease and/or law.

Tenant can select the rental amount based on two options: (1) **“Income-based” Rent** – This is based on the amount of income and related information Tenant provides, with a **Minimum Rent of \$0.00 per month**; or (2) **“Flat Rent”** – This is based on the PHA-determined Flat Rent for a particular unit. A Tenant who has selected “Flat Rent” may request a change to “Income-based Rent” if circumstances occur creating a hardship that would be alleviated by reducing the rent. **If the “flat rent” is selected, the PHA does not pay any utility reimbursement.** A Tenant whose rent is changed from Flat Rent to

Income-based would then remain under the Income-based calculation until the next Annual Review. The Tenant may also change rent calculation methods in connection with Tenant's annual recertification. A Tenant who is paying the \$0.00 Minimum Rent and becomes unable to do so may ask that the rent be suspended because of a recognized hardship.

The rental charge includes minimum water, sewage disposal, garbage collection and exterior lighting, according to the current Schedule of Utilities posted in PHA's office. PHA may modify the utility allowance upon thirty (30) days notice to Tenant per Section 14 of this Lease. Tenants using more than the maximum allowance for any utility service must pay for such excess per the current Schedule of Utilities posted in PHA's Office. If PHA is to supply heat or hot water per the current Schedule of Utilities, PHA will do so as specified by law. PHA will not, however, be liable for failing to supply any of the above services for any cause outside its control. PHA's responsibilities are further outlined in Section 9 of this Lease.

If Tenant is to supply heat, Tenant must do so as to prevent damage to the premises. If, for any reason, Tenant cannot maintain sufficient heat, Tenant must immediately notify PHA. Tenant shall pay for any damages to the unit resulting from Tenant's failure to maintain sufficient heat or to notify PHA of the lack of sufficient heat where due to reasons beyond Tenant's control.

(Check one)

- _____ Tenant rent is based on the Authority-determined Flat Rent for this unit.
- _____ Tenant rent is based on the income and other supportive documentation reported by the resident.

TERMS AND CONDITIONS

The following terms and conditions of occupancy ("terms") are made part of this Lease:

1. **TERMS OF OCCUPANCY.** The monthly rental is \$_____ (+) Ambulance Fee. Rental and/or recurring occupancy charges are **payable in advance** without demand or billing at the place PHA designates in writing, **on or before the first (1st) day of each calendar month** and are **delinquent if received after the eighth (8th) calendar day of the month**. If full rent is not received on or before then, a **\$25.00 late rent fee** will be charged. The **late charge** shall be **due and payable two (2) weeks after PHA gives written notice thereof**. The rental amount shall remain in effect unless otherwise adjusted as set forth in this Lease, until termination of the Lease, or until the premises are re-rented. Vacated Tenant(s) must pay PHA a **\$50.00 fee** to cover the administrative-related costs to PHA of collecting delinquent amounts owing to PHA when such amounts are referred to a "collection" agency. Further, per RCW 19.16.500, Tenant must pay the collection agency fee in addition to the delinquent amount owing.
 - A) All payments must be made directly to U.S. Bank, at 303 W. 1st Avenue * Kennewick, WA, 99336. No payments are accepted at the PHA's administration office. Payments shall be made payable to Kennewick Housing Authority. U.S. Bank is a rent depository bank. Payment of the rental amount or other charges shall not be deemed accepted until PHA posts the payment to Tenant's account. By accepting the rental amount or such other charges or

late payment amounts, PHA does not waive prior violations of any provision of this Lease or any other rights PHA has herein.

- B) Non-Payment of Rent on or before the eighth (8th) day of the month shall constitute the PHA to issue the tenant a 14-day Pay or Vacate Notice. (Refer to Section 3 Termination of Lease for more detail of non-payment of rent).
- C) Tenant agrees to pay any charges determined in accordance with PHA's current schedules and arising from Tenant's failure to perform Tenant's obligations under this Lease. If Tenant's check is returned for insufficient funds, it will be considered non-payment of rent and the PHA will bill Tenant a **\$15.00 processing fee**. Thereafter, PHA may require that all future rental payments be made by cashier's check or money order.
- D) Tenant agrees to pay a security deposit of **\$200.00** upon executing the Lease and before occupancy. PHA will provide Tenant with a written receipt for the deposit showing the amount thereof. If PHA determines that the security deposit amount should be increased, existing tenants will not be affected and will not be required to pay additional security deposit. However, if a tenant executes a new lease, the tenant will be required to submit a new deposit in the amount of \$200.00, notwithstanding the exceptions of Section W of this Lease regarding Unit Transfers. PHA will deposit said funds into a trust account located at U.S. Bank, 303 W. 1st Avenue * Kennewick, WA 99336. U.S. Bank is a security deposit bank. If the account is an interest-bearing account, with interest accruing, it will be solely to PHA's benefit. Upon termination of this Lease, PHA may apply the security deposit towards the following: (1) the cost of repairing damage to the premises beyond normal wear and tear; (2) cleaning of the premises which is not completed by Tenant; (3) any rent or other charges Tenant owes PHA; (4) unpaid bills which become a lien against the premises due to Tenant's occupancy; (5) attorney's fees and costs awarded in connection with terminating a tenancy; and (6) costs for removing or storing Tenant's personal property as a result of eviction proceedings or abandonment of the premises. A \$25.00 charge will be assessed against Tenant and deducted from the security deposit for failure to return keys upon vacating the premises. Within 14 days after the tenancy is terminated and the premises vacated, PHA will provide Tenant a statement setting forth the basis for retaining any or all of the deposit together with payment of any refund due. PHA reserves the right to adjust any written estimate of charges to reflect actual costs of repair or replacement. If the actual costs are less than the funds retained, the excess will be promptly paid to the Tenant. If the actual costs exceed the funds retained, Tenant must promptly pay the excess after proper billing by PHA. 7) Unit Transfers: Security deposits from the first occupied unit will not be transferred to the second unit. **Tenant must pay a new \$200.00 security deposit for the new/second unit** before the transfer is approved and before executing a new lease and before occupancy. No repayment agreements will be permitted for partial payments for the security deposit

2. USE AND OCCUPANCY OF DWELLING

- A) Tenant shall occupy the premises exclusively as a private dwelling for Tenant and Tenant's household as listed on this Lease or any attached Rider and only during such time, as Tenant may be eligible. Tenant must live in the premises, and the premises must be Tenant's only place of residence. Tenant shall not occupy, or receive assistance for occupancy of, any other unit assisted under any Federal Housing assistance program during this Lease's term.
- B) Tenant must immediately report the departure from Tenant's household of any person who is a party or a dependent of a party or a household member to this Lease or the addition to Tenant's household of such person as a spouse, child, or income recipient who is properly a party to the Lease according to PHA policy. If Tenant fails to immediately notify PHA in writing that an authorized member of the household has left the residence, Tenant will be liable for all actions of such person, and any violation of the Lease by such person will be grounds for terminating the Lease and evicting Tenant from the premises.
- C) ***Tenant shall not be absent from the premises for over 30 days without written notification to the PHA.** (for the interest of the tenant & PHA). Tenant must comply with all laws affecting use and occupancy of the premises and with all rules and regulations now or hereafter established or modified by PHA.
- D) If, during the Lease term, Tenant develops a physical or mental impairment which is permanent or of long continued duration and which impedes Tenant's ability to meet the Lease requirements (including Lease violations which endanger or jeopardize Tenant's, other tenants', or PHA's health, welfare or property) and PHA cannot make a reasonable accommodation enabling Tenant to comply with the Lease, PHA may terminate this Lease and require Tenant to move.

3. TERMINATION OF THE LEASE

- A. **Good Cause**. PHA may terminate this Lease for material noncompliance with its provisions or for other good cause in the manner prescribed below. Tenant shall, however, pay rent and be responsible for the premises until the Lease is terminated or the dwelling unit is re-rented. Good cause includes, but is not limited to, for example: failing to make payments required under the Lease; serious or repeated interference with the rights of neighbors or PHA employees; serious or repeated damage to the premises or property; serious or repeated violation of any of the rules or regulations applicable to the premises or property; creation of serious physical, sanitary, or safety hazards; Tenant-caused failure of Housing Quality Standards; any fire on PHA property caused by Tenant's, household members' or guests' actions or neglect; any criminal activity or drug-related criminal activity; alcohol abuse that PHA determines threatens the health, safety, or right to peaceful enjoyment by other tenants; misrepresenting any material fact on the application or at any time during occupancy; Tenant's failure to accept, sign, and return any new Lease contemplated under Section 14 of this Lease; Tenant's failure to comply with the

Community Service Requirement; any court order which restrains Tenant from entering, occupying, approaching, or being in proximity to the premises for more than 30 days. Tenant understands that under Section 6 of the U.S. Housing Act of 1937, as amended, Tenant may under certain circumstances be evicted based on criminal drug-related activity committed by persons other than Tenant.

- i. 10-Day Comply or Vacate: Notice of Correctable Lease Violation (except non-payment of rent, criminal or other activity as described in Section 8.F. and/or recurrent violation) will describe the acts and omissions constituting material noncompliance with this Lease; the Lease will automatically terminate unless the breach is corrected within 10 days of service of this notice. *Habitual repeated lease violations that constitutes issued notices is defined as three (3) times in a 12-month period, which will constitute the KHA to issue a 30-day notice to terminate tenancy.
- ii. 14-Day Pay or Vacate: Notice for Non-Payment of Rent on or before the eighth (8th) day of the month shall result in a notice to pay or vacate being served upon Tenant plus a \$25.00 late charge, specifying that the Lease will automatically terminate if the rent is not paid within 14 days of service of this notice. *Habitual repeated lease violations that constitutes issued notices is defined as three (3) times for late rent payment in a 12-month period, which will constitute the KHA to issue a 30-day notice to terminate tenancy.
- iii. 3-Day Termination of Lease Notice: Dangerous, Nuisance, or Criminal Type of Activity - Any breach of Tenant obligations found in Section 8.F. shall result in Lease termination by giving Tenant a three (3)-day notice terminating tenancy.
- iv. 30-Day Termination of Lease: Other Terminations of Lease – PHA may give this notice at least 30 days before the next rent due date based upon recurrent material non-compliance with this Lease or other good cause. Any notice required by state or federal law shall be combined with, or run concurrently with, a notice of Lease Termination.

B. Termination of Lease by Tenant Action:

- i. Termination by Tenant Notice. A Tenant who intends to leave the premises at the end of the Lease period must provide PHA **at least 30 days “written” notice**. Tenant shall be liable for rent up to the end of the 30 days for which notice was required, or to when the unit is re-rented, whichever comes first. A Tenant who leaves before the Lease expires must pay the rent for the rest of the Lease period, or to when the unit is re-rented, whichever comes first.
- ii. Termination of Lease upon Tenant’s Death. Tenant’s death does not automatically terminate the Lease, which will continue until notice is given by Tenant’s estate. Upon such notice, PHA shall terminate the lease at the end of the month in which the death occurs or when the unit is re-rented, whichever comes first.

- iii. **Any failure or omission by PHA to terminate this Lease for any cause given in the lease and/or lease addendums/riders shall not affect PHA's right to do so later for the same, similar, or other causes.**

4. NOTICES

Except as otherwise provided in this Lease or as required by law, notices from PHA to Tenant shall be in writing and delivered to Tenant or an adult member of Tenant's household residing in the premises. If a person of suitable age residing at the premises cannot be found, notice will be given by placing a copy of the notice in a conspicuous place on the premises or by sending the notice by prepaid first-class or certified mail, properly addressed. If Tenant is visually impaired, all notices will be provided in an accessible format. Any notice required by this Lease or law to be served upon PHA shall be deemed received if delivered in writing by Tenant or Tenant's agent to PHA's office or sent by first or certified class mail, postage pre-paid, and properly addressed to PHA's office. A copy of the notice will be filed in the tenant's Housing Authority file.

5. REDETERMINATION OF RENT, DWELLING SIZE, AND ELIGIBILITY

A. ANNUAL REVIEWS.

- i. Tenants whose rent is based on the "Income-based rent" method must annually submit to PHA complete and accurate information as to source and amount of Total Family Income and composition so PHA can determine appropriate rent, appropriate unit size, and Tenant's eligibility for continued occupancy. Such annual review will be conducted per PHA's Admissions and Continued Occupancy Policies (ACOP).
- ii. Tenants whose rent is based on the "Flat-Rent" method will have income reviews every three years. A Tenant who has chosen this option, however, will undergo annual review of compliance with any Community Service requirements attributed to the tenancy and will continue to have the premises inspected at least annually.
- iii. In addition, all Tenants will be notified and provided the opportunity annually to select a rent calculation method and will be advised of any income that will be excluded from consideration.
- iv. The rent amount determined at the Annual Review will remain in effect until the next Annual Review unless PHA schedules a Special Review per the PHA's Admissions and Continued Occupancy Policies (ACOP), Tenant asks for an Interim Review of Family Income, and/or such review is warranted under the ACOP Policies.

B. **REPORTING CHANGES/INTERIM REEXAMINATION.**

- i. Tenants whose rent is calculated under the Income-based method must notify PHA in writing of any changes in the size or composition of Tenant's family or in the amount or source of family income within ten (10) calendar days of any such change. PHA will determine whether the reported change requires an Interim Review of Family Income per the PHA's Admissions and Continued Occupancy Policies (ACOP).
- ii. Tenants paying the Flat Rent must report to PHA, within ten (10) calendar days, any changes in family size or composition.
- iii. Except for children born to members of the household, Tenant must request and receive advanced permission to add new member(s) to the household. PHA may grant such permission and a new Lease will be executed only if the new member(s) can be accommodated in the current premises without overcrowding and the members to be added meet suitability criteria PHA applies to housing applicants. PHA may withhold permission to add new members to the household based upon these or other reasonable criteria.
- iv. If Tenant has a decrease in income or increase in allowable deductions, and applies for a decrease in rent or change from a Flat Rent to an Income-based rent, Tenant shall receive an appropriate adjustment according to the Admissions and Continued Occupancy Policies (ACOP). After such a decrease in rent, Tenant must continue to report, in writing, any subsequent increases in Tenant's Family Income until the next Annual Review, and appropriate adjustments in rent will be made.
- v. Notwithstanding the above, a Tenant's rent will not be reduced if the family's annual income decreases because of 1) a reduction in the welfare or public assistance benefits resulting from Tenant's failure to comply with conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities or 2) a reduction in welfare or public assistance benefits received by the family as a result of an act of fraud. In such cases, the amount of income to be attributed to the family shall include what the family would have received had it complied with the welfare requirements or had not committed fraud. **For purposes of rent adjustments, welfare or public assistance benefits that were reduced because a time limit expired for receipt of assistance will not be considered a failure to comply with program requirements.**

6. **SPECIAL REEXAMINATIONS.** PHA will schedule Special Reexaminations in accordance with the Admissions and Continued Occupancy Policies (ACOP).

7. EFFECTIVE DATE OF RENT ADJUSTMENTS

- A. Annual Reviews – any rent adjustment determined as a result of an Annual Review under Section 5 of this Lease will be effective on the Tenant’s Annual Review Date, as shown on page 1 of this Lease.
- B. Special or Interim Reviews – Rent adjustments shall become effective as follows:
 - i. For rent decreases, the adjustment will become effective the first day of the month following the date the change occurred. However, if the Tenant fails to provide proper notification to PHA as required by Section 5, any rent adjustment will take effect the first of the month following the date the change was reported.
 - ii. For rent increases, the adjustment will take effect the first (1st) day of the second month following the date the change occurred.
- C. Discovery of Errors – If an error in rent is revealed at any time, PHA will correct the error as follows:
 - i. If the error was Tenant’s fault and results in increased rent, such increase will be retroactive to the first of the month following the date the error occurred. Unless PHA agrees otherwise, all retroactive rent charges will be payable the first day of the month following the determination of the charge.
 - ii. If the error was Tenant’s fault, and corrective action results in decreased rent, such decrease will be retroactive to the first (1st) day of the month following the date of the rent determination when the error was discovered, and Tenant will be reimbursed/credited accordingly.
 - iii. If the error was not Tenant’s fault, and corrective action results in increased rent, such rent will take effect the first day of the second month following the date the error was discovered.
 - iv. If the error was not Tenant’s fault, and corrective action results in decreased rent, such rent will be made retroactive to the first day of the month following the date of the rent determination when the error was made, and Tenant will be reimbursed/credited accordingly.
- D. Tenant agrees to sign a new Lease stating any changes in rent or household composition.
- E. A copy of the worksheet resulting in any rent adjustment will be made available to Tenant.
- F. When PHA redetermines the amount of Tenant’s rent, not including PHA’s schedule of Public Housing Utility Allowances, or determines Tenant must transfer to another premises based on family composition, Tenant will be notified, stating the specific

grounds of the determination, and that if Tenant disagrees, Tenant can request a hearing under the grievance process.

8. **TENANT’S RESPONSIBILITIES IN OCCUPANCY.** Tenant must comply with all rules and regulations PHA establishes, adopts or modifies, including, but not limited to the following:
- A. **Submission of Required Information** – Tenant will complete all required forms and provide all requested information (e.g., family income, family composition, social security number verification) PHA deems necessary for an annual, special or interim re-examination or as required under any HUD income-matching program. All information must be submitted in a timely matter -- i.e., the number of days specified in any correspondence or notice to Tenant requesting the information or asking Tenant to contact PHA. Extensions of time may be granted only once, at PHA’s discretion, and only for third party verifiable, documented reasons.
- B. **Utilities** – PHA agrees to furnish the following utilities for the following development/projects:
- **WA12-1 Sunnyslope Homes:** Water, sewage disposal, garbage collection, and exterior lighting, but is not responsible for failure to furnish same by reason of any cause beyond its control. Tenants “will be” responsible and agrees to pay for any **Excess Utilities** consumed in their unit over and above the set forth Schedule of Utility Charges.
 - **WA12-4 Keewaydin Plaza:** Water, sewage disposal, garbage collection, and exterior lighting, but is not responsible for failure to furnish same by reason of any caused beyond its control. Individually metered premises. Tenant must obtain and maintain electrical service to the premises before lease execution, occupancy, at all times and promptly pay all electricity costs. Tenant is responsible for any reconnect fees imposed due to nonpayment. Tenant may, with PHA’s prior written permission, install a washer and/or dryer in the premises.
 - Tenant agrees that payment of all such charges shall be due on the first day of the following month after the date the charge was incurred and paid to the PHA. Such charges shall be considered delinquent if not paid in full on or before the due date.
- C. **Misrepresentation/Fraud** – Tenant shall not commit any fraud or misrepresentation in connection with any federal housing assistance program. Fraud includes any such act as defined under any federal or state statute or appellate court decision, as well as any deliberate misrepresentation to PHA by Tenant or a member of the Tenant’s household during the application or review process. Deliberate misrepresentation includes, but is not limited to, failure to report changes in family income or composition in a timely manner (**within ten (10) calendar days**) or falsely completing any application or related paperwork.

- D. **Chronic/Habitual Rent Delinquency** –Tenant shall consistently pay rent on time by the first (1st) day of each month and no later than the eighth (8th) calendar day of each month. Chronic/Habitual repeated late payment of rent is defined as **three (3) times in a 12-month period.**
- E. **Community Service Requirement** – Tenant shall perform Community Service unless exempted therefrom.
- F. **Conduct** – Tenant shall act and cause household members and guests to act in a manner that does not disturb other tenants’ health, safety, or peaceful enjoyment of their premises and is conducive to maintaining the premises in a decent, safe, and sanitary condition. Abusive, foul or threatening language or behavior, including without limitation, any harassment or other behavior that violates the Fair Housing Act or any other state or federal law is not allowed and shall be good cause for terminating Tenant’s Lease. Tenant and other household members and guests shall not engage in alcohol abuse in a manner PHA determines threatens the health, safety, and right to peaceful enjoyment of the premises by other tenants. Any guest who engages in illegal activity or abusive or violent/threatening behavior on the property will lose visitation privileges and be deemed a trespasser. Trespassers may be subject to prosecution. Tenants remain subject to eviction for their guests’ actions whether or not guest visitation privileges are revoked.
- G. **Criminal Activity/Drug-related Criminal Activity.** Tenant shall **not**: 1) engage in any criminal activity, including drug-related criminal activity; or 2) allow or facilitate any criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, a guest, or otherwise. Tenant must promptly seek PHA’s and law enforcement officials’ assistance to prevent such activities by household members, guests or visitors if Tenant cannot prevent such activities. Tenant will be held responsible for ensuring that any guest or other person under Tenant’s control will not engage in **criminal activity, including drug-related criminal activity.** Drug-related criminal activity means illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act). Tenant understands that persons subject to a registration (lifetime or not) under any State sex-offender registration program are not eligible for residency. As such, the Tenant shall take all necessary action to ensure that such persons do not occupy the premises at any time during the Lease term. ***The PHA has a “Zero” Tolerance & One-Strike Policy. *Criminal Activity or Drug-Related Criminal Activity will constitute the KHA to issue a 3-Day Termination of Lease Notice.**
- H. **Impairment of Neighborhood** – Tenant shall refrain from activities that impair the physical or social safety/environment of the property or neighborhood.

I. **Maintenance/Damages** –

- i. Tenant shall keep the premises and such other areas as may be assigned to Tenant for Tenant's exclusive use in as clean and sanitary condition as when Tenant took possession, and in an orderly, safe condition. This includes, but is not limited to, cleaning drapes and/or blinds, windows, walls, floors, cabinets, refrigerators, ranges, ovens, and dryer vents, watering and mowing lawns, watering trees and shrubs, keeping yard areas clean and neat, removing snow and ice, and maintaining yards and sidewalks of detached and semi-detached housing units in decent, safe, and sanitary condition. If, due to age or disability, Tenant cannot care for any assigned yard or grounds areas and if no other household member can provide such care, Tenant may ask PHA to provide such care under approved "reasonable accommodation". Upon receipt of documentation of the qualifying conditions described above, PHA shall provide the yard/grounds care.
- ii. Tenant shall refrain from, and cause Tenant's household and guests to refrain from destroying, defacing, damaging or removing PHA appliances and/or any part of the dwelling unit or project;
- iii. Tenant shall comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
- iv. Tenant shall promptly report to PHA's Work Order Department any breakage, damage, infestation, or needed repairs and any unsafe or unsanitary conditions in the premises, common areas and grounds, which may lead to damage or injury.
- v. Tenant must allow inspection of the premises and preventive maintenance and repairs as necessary.
- vi. Tenant shall reasonably use all electrical, plumbing, sanitary, heating, ventilating, air conditioning, heating and other facilities and appurtenances, including elevators, and shall not use any heating apparatus, including space heaters, except as provided by PHA, without PHA's prior written consent.
- vii. Tenant shall dispose of all tobacco/cigarette/smoking products, ashes, garbage, rubbish and other waste in appropriate containers as prescribed by PHA and local laws in a sanitary and safe manner.
- viii. Tenant shall make no changes, repairs, alterations or additions to the premises and shall not use tacks, nails, screws or any fasteners in any part of the premises, except in a "reasonable manner" and with PHA's prior written consent. Fencing, screen doors, or communications equipment may not be installed.
- ix. Tenant shall not apply wallpaper or paint without PHA's prior written consent.
- x. Tenant shall not install additional or different locks or gates on any doors or windows of the premises.
- xi. Tenant shall clean the premises and all equipment supplied to the premises (including drapes, blinds, stove, ranges, refrigerator, carpets, etc., where supplied) immediately before vacating and shall return the premises to PHA in as clean and sanitary condition as when Tenant took possession.
- xii. Tenant shall not install additional or different appliances such as stoves, ranges, refrigerators, freezers, air conditioners or space heaters without PHA's prior written consent.

- xiii. Tenant shall not permit any playground equipment in their designated or non-designated unit premise areas (i.e., swings, swing sets, swimming/waiting pools,).
- xiv. Tenant shall store picnicking (i.e., barbecues), recreational/sports equipment (i.e., bicycles, outdoor toys), and other household and personal belongings in their assigned unit exterior storage room.
- xv. Tenant shall not store or permit no flammable or combustible material on the premises except in approved container that is labeled, and if such material and container is approved, tenant shall store the material in their unit exterior storage room (i.e., storing gasoline in an approved label container for lawn equipment).

J. **Damage/Other Charges** –

- i. Tenant shall pay reasonable charges (other than for normal wear and tear) for repairing damages to the premises or property (including damages to project buildings, facilities, or common areas) caused by Tenant, a member of Tenant’s household, or a guest. Said charges shall be made according to the current schedule of Maintenance Charges posted in PHA’s office. Tenant agrees that payment of all such charges shall be due on the first day of the second month after the date the charge was incurred and paid to the PHA. Such charges shall be considered delinquent if not paid in full on or before the due date.
- ii. Tenant shall also pay excess utility charges, where applicable, and late rent charges. Tenant agrees that payment of all such charges shall be due on the first day of the following month after the date the charge was incurred and paid to the PHA. Such charges shall be considered delinquent if not paid in full on or before the due date.
- iii. City Ambulance Fee Tax: Tenant agrees to comply with all obligations imposed upon Tenant by applicable provision of state and local building and housing codes materially affecting health and safety as well as prompt payment of the City of Kennewick’s ambulance fee tax. Tenant agrees that payment of all such charges shall be due on the first day of the following month after the charge was incurred and paid to the PHA. Such charges shall be considered delinquent if not paid in full on or before the due date.

K. **Boarders/Lease Assignment** –

- i. Tenant shall not assign this Lease, sublet or transfer possession of the premises or any part thereof, nor give accommodation to boarders or lodgers (visitors or guests), whether paying or not, without PHA’s prior written consent. Any person regularly using or occupying the premises for more than two (2) weeks or on a recurring basis shall be considered a sublessee. This is a serious Lease violation, unless the visit is reported to and approved in advance by PHA.
- ii. Tenant agrees not to allow a guest, family member other than the Tenant’s household members specified in this Lease, or a series of such persons, to regularly use and/or occupy the premises for **more than fourteen (14) days out of any calendar year** without PHA’s prior written consent. A guest is defined as any person in or about the premises with the knowledge or consent of a household member. Tenant must provide PHA with written notice of all overnight guests staying at the premises for more than seven (7) nights. Such notice must be given no later than the third day after the guest begins staying at the premises and must

indicate the period of time the guest will be staying at the premises. If any visit will extend beyond two weeks/14 days, Tenant must notify PHA in writing, stating the reasons for the extended visit, which must be authorized in writing by PHA. In no event may a guest (visitor) include anyone without a permanent residence. Upon PHA's request, Tenant shall supply written documented third-party verification other than from the guest that such guest has a permanent address elsewhere.

- iii. No one other than a member of the household listed on the Lease shall use the premise's address for mailing purposes, except family members who are in the military service, living out of the country, or living in an institution for a period expected to **exceed 90 days and not over 120 days (per regulations)**.

L. **Private Dwelling** – Tenant shall use the premises solely as a private dwelling for Tenant and Tenant's household, as identified on this Lease or any attached Rider, and shall not use or permit its use for any other purposes. With PHA's written consent, Tenant can incidentally use the premises for legally permissible income-producing purposes, so long as the business does not infringe on other tenants' rights. All such business-related uses of the premises must meet zoning requirements, and Tenant must have the proper business licenses and insurance.

M. **Storage** – Tenant's household or personal property must be stored in PHA's designated storage facilities and at Tenant's sole risk. Any exceptions allowing storage other than in PHA's designated storage facilities requires PHA's prior written consent. There will be no exceptions made regarding any storage being at Tenant's own risk.

N. **Vehicles** –

- i. Tenant shall properly park vehicles only in designated areas and shall not park trailers, boats, inoperative, disabled vehicles or vehicles without valid registration on the premises or common areas or street without PHA's prior written consent. Improperly parked vehicles may be towed and/or fined per state law.
- ii. Improperly parked refers, without limitation, to a vehicle that is A) parked without a visible parking permit, B) parked, even partially, along a yellow curb; C) blocking or partially blocking garbage enclosures; D) blocking or partially blocking parking spaces, including their own; E) parked, even partially, on a lawn or non-designated parking areas. Tenants, household members, or guests parking in designated handicapped/disabled parking spaces without a state permit will violate this section and will be towed and/or fined under state law.
- iii. Vehicles without current license tabs will be considered inoperable and not allowed to remain parked on the premises, in common areas or on streets. If such act occurs, the PHA will tow the vehicle at the tenant's expense.
- iv. When parking space is limited, parking is restricted to one (1) vehicle per household on PHA property, all other household vehicle(s) may park on public streets. The PHA may take into consideration the unit and family size for parking.
- v. All Tenant family vehicles must be registered with PHA.
- vi. Only "minor" repairs may be done on PHA property. No major motor or repairs

are permitted. Vehicles are not permissible to be “left” raised, unattended on jacks or other equipment for repair. Tenants can only change their vehicle oil on PHA property, with disposing the oil in approved container and not thrown in the garbage dumpster on PHA property

O. **Pets** –

- 1) Tenant shall not keep, maintain, harbor or board cats, dogs, or other pets on the premises except as described in the PHA’s Pet Policy and Pet Rider to this Lease. Pets will be allowed only with PHA’s prior written approval and after Tenant has posted the pet deposit, as required, and properly executed the Pet Rider.
- 2) A Tenant with a disability may request prior approval to keep a companion or service animal that is needed as a reasonable accommodation for his or her disability. An animal needed as a reasonable accommodation is not subject to the Pet Policy, although it is subject to the Rules for Pet Care Portion of the Pet Policy, unless exemptions from any of the requirements have been requested and approved through the reasonable accommodation process.

P. **Fire & Safety/Precautions** –

- 1) Tenant shall permit no combustible or flammable material to be kept on the premises except in an approved container that is labeled and is properly stored.
- 2) Tenant shall take every precaution that includes regular cleaning of dryer vents, to prevent fire.
- 3) Tenant shall make reasonable efforts to help PHA keep smoke alarms operational by, for example, performing interim testing of smoke detectors to assure they are in working order, installing and maintaining working batteries, and advising PHA immediately of any system malfunction. Any disconnecting of or tampering with smoke detectors is a serious violation of law and this Lease.
- 4) Tenant shall maintain their unit safety/security trouble light/pull cords in a safe, secure and fully operable manner (i.e., do not tape off switches and cords), to assure the device(s) are maintain at their fullest operable state. Any disconnecting or tampering with the device(s) is a safety/security issue and a serious violation of this lease.

Q. **Insurance Coverage** – Damage to Tenant’s personal belongings due to fire, theft, water or any other type of damage shall not be PHA’s responsibility. Tenant understands any insurance or self-insurance PHA maintains is solely for PHA’s benefit and not for Tenant’s benefit. Tenant is encouraged to carry renter’s insurance on Tenant’s personal property at all times.

R. **Fireworks** –Use of fireworks, or other such explosive devices, is strictly prohibited at all times on PHA property.

S. **Aerials and Antennas** – Tenant shall not place radio or television antennas, communications equipment (including satellite dishes) or other electrical connections on the premises, without prior written permission from the PHA.

T. **Water Beds** – Tenant shall not have a waterbed or any kind of water furniture.

- U. **Regulations** – Tenant shall abide by other necessary and reasonable regulations promulgated by PHA for the benefit and well-being of the housing project and the tenants, which shall be posted in the project office and incorporated by reference in the lease.
- V. **Smoking in Public Areas** – Tenant shall not smoke in public areas per the Washington State Clean Indoor Air Act. Public areas include the part of any building open to other tenants and/or the public, including community rooms, community bathrooms, laundry rooms, lobbies, reception areas, hallways and elevators. Doors from an apartment to a hallway must also be closed when someone is smoking in an apartment.
- W. **Transfer** – Tenant shall agree, upon reasonable notice (i.e., at least seven (7) days written notice), to move to another premises when PHA determines that: 1) the premises' size or design is no longer appropriate to household composition; 2) a move is necessary to rehabilitate or demolish a Tenant's premises; 3) a move is necessary to accommodate a Tenant's disability; and 4) a move is necessary because Tenant has no disability but is housed in an accessible or adaptable premises needed by a Tenant with disabilities; 5) Security deposits from the first occupied unit will not be transferred to the second unit. **Tenant must pay a new \$200.00 security deposit for the new/second unit** before the transfer is approved and before executing a new lease and before occupancy. Exceptions may apply for meeting approved reasonable accommodations and when the PHA requires the tenant to relocate to a new unit for unit rehabilitation. In this incident, the PHA will not require a new deposit and the tenant's original deposit from the first unit will be transferred over to the second, new unit. No repayment agreements will be permitted for partial payments for the security deposit.
- X. **Tenant Termination** - On or before the date of termination of tenancy, Tenant must quietly and peacefully vacate the premises and surrender possession thereof to PHA. If Tenant vacates the premises according to such notice, the Lease shall be terminated 1) when the Tenant returns all keys to the PHA office; or 2) the day following the termination effective date of the notice served, whichever occurs later. Upon such termination, Tenant shall leave any equipment or furnishings provided by PHA in good order and repair, reasonable wear and tear excepted, and in as clean and sanitary condition as when the Tenant took possession.
- W. **Abandonment** -If Tenant abandons the premises, PHA shall take possession of the tenant's personal property remaining on the premises and store and care for the property. PHA will consider the premises abandoned when a tenant has fallen behind in rent and has clearly indicated by words or actions intent not to continue living therein. PHA has a claim against the tenant for reasonable costs and expenses incurred in removing, storing, caring for, and disposing of the property. If the property left by Tenant is stored, PHA will mail a written notice to Tenant at the address last known or provided to PHA notifying Tenant that specified articles are being stored at a specific location, are incurring storage fees of **\$25.00 per month**, and that said articles are deemed abandoned and will be disposed of without sale and without further notice **45 days** after the date of the notice unless claimed and removed by the Tenant.

Z. **Uninhabitability** - This Lease will terminate automatically if the premises are rendered uninhabitable due to conduct by Tenant or a member of Tenant's household.

9. **HOUSING AUTHORITY'S RESPONSIBILITIES.** PHA shall maintain the buildings and common areas and grounds of the project in a decent, safe, and sanitary condition in conformity with the requirements of local housing codes and applicable HUD rules and regulations. PHA shall maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by PHA. PHA will provide and maintain appropriate receptacles and facilities (except containers for an individual tenant's exclusive use) for depositing ashes, garbage, rubbish and other waste removed from the premises by Tenant. PHA shall provide running water and reasonable amounts of hot water and heat at appropriate times of year (according to local custom and usage) except where the building that includes the premises is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within Tenant's exclusive control and is supplied by a direct utility connection. PHA shall make all necessary repairs to the premises with reasonable promptness at its own cost and expense, except as otherwise provided in this Lease. If the premises is rendered uninhabitable, **through no fault of the Tenant**, household members or guests, Tenant shall immediately notify the PHA for repair of the unit. If necessary repairs cannot be made within a reasonable time, PHA shall offer standard alternative accommodations, if available, or provide rent abatement proportionate to the seriousness of damage and loss in value as a dwelling unit. If Tenant, household members, or guests **caused the damage**, however, no abatement of rent or alternative accommodations will be provided and Tenant shall be charged the reasonable costs of the repairs and/or the Lease will be terminated.

10. **INSPECTION/REPAIR** – Tenant agrees that before moving into the premises, Tenant and/or Tenant's representative will inspect the premises jointly with a PHA representative and Tenant will sign the inspection report stating the premise's conditions and the equipment in it. A copy of such inspection report signed by both parties shall be given to Tenant following the inspection, and a signed copy retained in Tenant's file. Tenant has the right to amend the inspection statement within five (5) business days after taking possession if defects are discovered which were not found in the original inspection and which did not arise because of Tenant's failure to abide by the terms of this Lease. When Tenant vacates Tenant's premises, Tenant and/or Tenant's representative may join the PHA representative in inspecting of the premises. Tenant agrees that a duly authorized PHA employee, contractor, or representative shall be permitted to enter the **premises whenever reasonably necessary** to examine the conditions thereof or make improvements or repairs, for extermination, or to show the premises for leasing. In addition, Tenant agrees the premises shall be made available for HUD or its agent and PHA to inspect as necessary to HUD's annual inspection of PHA properties. **Upon notice PHA shall inspect units within the first three (3) months of the execution of the lease, every six (6) months for preventative maintenance, and at least once annually and as needed thereafter.** PHA reserves the right to enter the premises at any time when PHA has reasonable cause to believe an emergency exists or reasonably deems the premises abandoned. Further, PHA reserves the right, upon at least 48 hours advance written notice, to enter the premises

during reasonable hours to make improvements or repairs, perform routine or annual inspections or maintenance or to show the premises for re-leasing. Tenant will not unreasonably withhold permission to enter the premises for such purposes. If Tenant and all adult members of Tenant's household are absent from the premises at the time of entry, PHA will leave at the premises a written statement specifying the date, time, and purpose of entry prior to leaving the premises. Tenant further agrees that, upon proper notification, the premises shall be made available and properly organized for required repairs and/or extermination. Repeated failure to meet this requirement may be cause for Lease termination.

11. **GRIEVANCE PROCEDURE** –PHA shall notify Tenant of the specific grounds for any proposed adverse action (including but not limited to, a proposed Lease termination, transfer of the Tenant to another unit, imposition of charges for maintenance and repair, or change for excess consumption of utilities). This notice shall inform Tenants, where applicable, of the right to ask for a grievance hearing. If Tenant believes 1) PHA's action or failure to act adversely affects Tenant's rights under the Lease; or 2) PHA's application of its regulations or policies adversely affects that Tenant's right, duties, welfare or status, Tenant can present a complaint to PHA and have PHA reasonably review that complaint, if the complaint is personally presented in writing to PHA's office within 10 days of PHA's conduct which is the basis of Tenant's complaint. If Tenant disagrees with PHA's proposed disposition of the complaint, Tenant can have a hearing according to PHA's grievance procedure. At the time of informal discussion of Tenant's complaint and thereafter in writing, Tenant will be advised of (1) the specific reasons(s) for PHA's conduct which is the source of Tenant's complaint; (2) Tenant's right to a hearing if Tenant is dissatisfied with PHA's proposed disposition of the complaint; and (3) the procedures by which such a grievance hearing may be obtained. Any grievance hearing will be held in accordance with the Grievance Procedures in effect when the grievance arises.

12. **REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES** – For all aspects of the Lease and Grievance Procedure, consistent with applicable law, a person with disabilities will be reasonably accommodated. A Tenant may, at any time, request reasonable accommodation of a disability of a household member, including reasonable accommodation so that Tenant can meet Lease requirements or other requirements of tenancy. A Tenant making such a request should obtain from PHA's office a copy of PHA's Reasonable Accommodation/Modification Verification form.

13. **REPRESENTATIONS AND WAIVERS** –PHA's failure to insist on strict performance of any term of this Lease shall not waive or relinquish the right to require strict performance of that or any other Lease term. All terms and conditions shall at all times continue in full force and effect. PHA's rights and remedies under these terms are distinct, separate, and cumulative, and none of them, whether exercised or not, are to the exclusion of any other. By accepting rent at any time, PHA shall not be deemed to have waived any preceding or existing Lease violation other than Tenant's failure to pay the particular rent so accepted. In cases of non-payment of rent or charges, depositing disputed rent or charges into an escrow account is not acceptance by PHA of the rent so deposited.

14. **AMENDMENTS AND CHANGES TO RULES AND REGULATIONS** – Policies regarding eligibility for low-rent housing, appropriateness of premises size, schedules of special charges for services, repairs and utilities, and rules and regulations are incorporated in this Lease by reference. Policies incorporated by reference shall be publicly posted in a conspicuous manner in PHA’s office and furnished to Tenants on request. PHA may amend its schedules for charges for services and repairs as well as its rules and regulations which are otherwise incorporated herein by reference, by giving Tenants not less than a thirty (30) days notice. PHA will also give a thirty (30) days written notice whenever there is a revision in the system for calculating utility allowances. Regular utility allowance adjustments due to rate changes will be implemented as soon as administratively feasible without Tenant comment. Said notice shall be given by either or both of the following: 1) direct delivery or mailing to Tenant; or 2) posting in a conspicuous place at PHA’s office and each community building (1915 W. 4th Place & 6 W. 6th Avenue * Kennewick, WA). Tenant shall have an opportunity within the 30-day period to present written comments. At least thirty (30) days before the new Lease’s proposed effective date, PHA will notify Tenants of any changes in the Lease and offer Tenants the new Lease. Tenants may accept the changed terms and conditions by signing the new Lease and returning it to PHA within the time period provided. The new Lease will be signed and dated by both PHA and Tenant, and any adult family members who are 18 years of age or older or a member who is legally able to execute the lease. Tenant’s failure to accept, sign, and return the offered revised Lease shall be deemed good cause for terminating Tenant’s tenancy, PHA shall terminate the Lease, and Tenant and Tenant’s household will have to vacate the premises.
15. **SEVERABILITY** – If any provision of this Lease or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or application of the Lease.
16. **CAPTIONS** – Captions or paragraph headings contained in this lease are set forth for convenience of reference only and do not affect the substance of the paragraphs so captioned.
17. **ADDITIONAL PROVISIONS** –
- A. Tenant must maintain the following appliances in working order and in as clean and sanitary condition as when Tenant took possession: 1) _____; 2) _____;
- B. _____

All of the provisions appearing in the terms and conditions of occupancy, Admissions and Continued Occupancy Policy (ACOP) and any lease Exhibits are specifically made a part of this Lease and are agreed to by both parties. All adult members of the household, 18 years of age or older, must sign the Lease.

I/We have read or had explained and understand this Lease and agree to the conditions of occupancy set forth in this agreement. I/We hereby acknowledge receipt of a copy of this Lease, Housing Rules and Regulations and a schedule of utility allowances.

☞ _____
Signature of Head of Household Date

☞ _____
Signature of Spouse/Other Adult Date

☞ _____
Signature of Other Adult Date

☞ _____
Signature of Other Adult Date

☞ _____
KHA Housing Authority Re. Date

☞ (Tenant must initial next to each Addendum that has been issued to them)

- Addendum A: Housing Rules and Regulations _____
- Addendum B: Utility Allowances _____
- Addendum C: Schedule of Charges _____
- Addendum D: Pet Policy/Lease Rider _____
- Addendum E: Grievance Policy/Procedures _____
- Addendum F: Computation of Rent _____
- Addendum G: Choice of Rents _____
- Addendum H: Disclosure of Information on
 Lead-Based Paint and/or Lead-Based Paint Hazards _____

Kennewick Housing Authority

"HOUSING RULES & REGULATIONS"

Dwelling Lease

Addendum A

These rules are made so that your residence here will be enjoyable, and so that you and your neighbors can gain assurance and a sense of well-being from a common expectation of compliance with these standards. If you have any problem, question or complaint, please call us at 586-8576, write us at 1915 W. 4th Place * Kennewick, WA, or make an appointment to come in to see us. We want to give you the best service possible.

Before you sign the lease, make sure that you can comply with each of these rules. Be sure to read your entire lease so that you understand all of your rights and responsibilities as a party to this agreement. This summary is only a summary, and not an exhaustive list of your obligations.

1. Your rent is due on the first of each month. Your lease specifies a grace period. If your rent payment has not been received by the end of the grace period, a late charge will be assessed; the lease stipulates the dollar amount. Comply/Pay or Vacate notices will be promptly sent to residents who have not paid their rent in full as of the end of the grace period.
2. Only the people who are listed on your lease can live in your unit. You must report, in writing, any changes in the people who live in your unit immediately. If the number of people in your household changes so that you are no longer housed appropriately in accordance with PHA's Occupancy Standards, you may be asked to move to another unit of appropriate size or type, as soon as one is available.
3. Only the people who are listed on your lease can use or occupy your unit for more than fourteen (14) days within a calendar year without the written consent of the PHA. You may have a guest(s) or a series of guests use or occupy your unit for up to fourteen days within a calendar year. A guest is defined as any person who is staying in your unit with the knowledge or consent of a household member, and who has a permanent address elsewhere. No one other than a member of the household listed on the Lease shall use the premise's address for mailing purposes.
4. You cannot sub-lease your unit to anyone else, nor can you leave it **vacant for longer than thirty (30) days without PHA's prior written awareness.** If you leave your unit for seven (7) or more days, you must tell the PHA when you are leaving, when you expect to return, persons you have authorized to collect your mail and enter your unit.
5. You must keep your unit and the surrounding area clean and safe at all times. This includes, but is not limited to, picking up papers, cans and other trash from the lawn, sidewalks, mailboxes and garbage enclosures. Garbage dumpsters must be kept clean with the lids closed tightly after each deposit is made. Never over-stuff the garbage dumpsters. *Children under the age of 10 years without adult

supervision are not allowed to dispose garbage in the garbage dumpsters.

6. You must occupy your unit in a manner that is considerate of your neighbors. You must not cause disturbances. No loud parties, loud music or noise is permitted either inside or outside your home. The parking area must be quiet at all times. You are responsible for the conduct of your household members, guests and visitors. No alcoholic beverages are allowed in the parking areas or commonly used areas of the premises. The City of Kennewick has an ordinance that does not permit drinking of alcoholic beverages outside of your unit; drinking is permitted indoors.
7. Parking space is very limited. One (1) parking space is available for your use. The PHA may take into consideration the unit and family size for parking. If you or your guests have additional vehicles, you must be sure to inform your visiting guests to park along the public street areas. *There is no assigned parking to any unit or tenant. Try to cooperate with your neighbors as you select a place for your car/vehicle. Be sure to ask your visitors to park in the designated visitor parking areas or along the public streets. *All Tenants, household members, or guests parking in designated handicapped/disabled parking spaces without a state permit will violate their dwelling lease will be towed and/or fined under state law. Vehicles without current license tabs will be considered inoperable and not allowed to remain parked on the premises, in common areas or on streets. All Tenant family vehicles must be registered with PHA. Only "minor" repairs may be done on PHA property. No major motor or repairs are permitted. Vehicles are not permissible to be raised on jacks or other equipment for repair. Tenants can only change their vehicle oil on PHA property, with disposing the oil in approved container and not thrown in the garbage dumpster on PHA property.
8. Do not keep/park/store trailers or non-operating vehicles on the premises. Inoperable vehicles or vehicles with expired license tabs will be towed away at the owner's expense.
9. For designated developments, you must not cover, disconnect, tamper or in any way cause your smoke detector to be inoperable. You are responsible for your smoke alarm being operable at all times and are required to sign the Smoke Alarm Certification form at least annually. If your smoke detector is not operating properly, you must report it immediately to the PHA.
10. For designated developments, tenants must maintain their unit safety/security trouble light/pull cords in a safe, secure and fully operable manner (i.e., do not tape off switches and cords), to assure the device(s) are maintained at their fullest operable state. Any disconnecting or tampering with the device(s) is a safety/security issue and a serious violation of the lease. If the device is not operating properly, you must report it immediately to the PHA.
11. You must not park/store any motorcycles, mopeds or other motorized vehicles on your exterior patio/deck areas. All legal licensed and operable vehicles must park in the appropriate tenant and guest parking areas.

12. Do not store gasoline, flammable or other combustible materials on the premises.
13. Keep your kitchen stove, ventilating fans, washer/dryer vents clean and free from the accumulation of oil, grease and lint. Take every precaution to prevent fires. Wash or replace your unit's heating/cooling filters on a monthly basis.
14. Do not erect an aerial on the exterior of the premises. Tenants shall not place radio or television antennas, communications equipment (including satellite dishes) or other electrical connections on the premises, without prior written permission from the PHA.
15. Do not display, distribute any literature distribution on or about the premises or any signs without the written approval of the PHA.
16. Do not make any repairs, alterations, or additions or install any equipment or structures without the written consent of the PHA.
17. Do not use, or permit your visitors to use B-B guns, slingshots, firearms, or any other propellant or dangerous weapon/devices on the premises. Discharge or possession of dangerous weapons could result in termination of your dwelling lease.
18. Tenant cannot furnish their unit with wet or water furniture (i.e. waterbeds).
19. Tenant shall make no changes, repairs, alterations or additions to the premises and shall not use tacks, nails, screws or any fasteners in any part of the premises, except in a "reasonable manner" and with PHA's prior written consent. Fencing, screen doors, or communications equipment may not be installed.
20. Promptly notify the PHA of the need for repairs to your home and known unsafe conditions in the common areas and on the grounds of the development, which may lead to damage or injury.
21. Keep your patio clean and free of debris. Do not use your patio for storage. Use only outdoor furnishings on your patio. Promptly remove items such as car batteries, tires, and rims, etc.
22. You must pay for all services, repairs, and replacements to your home and the area assigned to you, unless it is the result of normal wear and tear or the PHA's responsibility. A list of charges is posted in the PHA administration lobby. Please do not make repairs yourself.
23. For designated developments, children in the PHA's neighborhood may use the playground as long as they are respectful. If they are observed being abusive to people or to the premises, please ask them nicely to leave. If they do not cooperate with you, please contact the local police department and the PHA, as you determine appropriate.
24. No playground equipment is allowed in tenants designated or non-designated unit premises areas (i.e., swings, swing sets, swimming/waiting pools).

25. Verbal threats or fights with other residents or PHA staff are grounds for lease termination. If you are angry about something another resident or PHA staff did/does, please talk with us. Do not get involved in disputes, even if you think you are right. It is not worth the risk of losing your unit.
26. Tenants and children, whether they are your guests or must stay away from the lawn sprinklers. The sprinkler break easily and if you or your guests break them, you will be required to pay for the replacement.
27. No bikes, skateboards, sports equipment are allowed on the lawns or on the sidewalks of the PHA property public/common areas (administration & recreational facilities). This is to enforce safety for all residents, their surrounding neighbors, and general public.
28. In designated developments, do not leave exterior water faucets and sprinklers unattended and running till water is running into your neighbor's unit area and in the streets. This is a waste of water consumption and erodes the landscaping and grounds
29. Do not climb on your roof or through the unit windows. If you are locked out, the PHA will let you in. We do not want you to get hurt. There will be a charge for lockouts after business hours.
30. Watch carefully and drive slowly when you back out of your parking space. You are responsible for any accidents you may cause. There may also be children nearby and a little caution on your part could save their lives.
31. You must give accurate and complete information about the amount of your household's assets and income, including all the people you or other household members work for or receive monies from each year. If it is found that you have misrepresented the facts upon which rent is based, you shall be charged with the difference between the amount charged and the amount you should have been charged and/or your lease may be terminated.
32. You must promptly respond to the PHA's notices and/or requests regarding appointments, deadlines for completing and signing paperwork. The Photo Identification Card, driver's license, vehicle registration, and license plate numbers are required paperwork.
33. The PHA is required to routinely inspect your unit. They will let you know when they are coming. If your unit has recently or is undergoing remodeling or extensive repair, the PHA may check it more often to make sure that the contractor did everything right.
34. For designated developments, during mowing season (which PHA will inform all tenants in writing), you must mow and trim weekly any lawn area that is assigned to your unit. Grass cannot grow over 3 inches to 5 inches tall. You will be responsible to mow and maintain around and under all trees, shrubbery and bushes in your unit area.
35. For designated developments, during the winter season, you must keep your unit assigned sidewalks and patio areas free of snow and ice. Exceptions may be available for those residents, due to age or

disability that Tenant cannot maintain this maintenance requirement and no other household member can provide such maintenance, Tenant may ask the PHA to provide such maintenance under an approved reasonable accommodation. Upon receipt of such documentation of the qualifying condition described in this section, PHA shall provide such maintenance.

36. You are responsible to maintain the small garden areas surrounding your unit entrance and patio areas, free from weeds and debris (excluding hi-rise units).
37. Chore Workers/Care Providers must be registered with the PHA.
38. Tenants who are responsible to open and maintain a utility account, must pay and keep their utility accounts current and not let their account go delinquent.
39. Yard Sales. Tenants will be required to issue the PHA a copy of their approved City's license (documenting the fee, date, time and location) for any yard sale.
40. No pets are allowed unless you have completed the pet rider for your lease and provided a \$200.00 non-refundable pet deposit fee, per each approved pet. You will also be required to provide yearly records for veterinarian verification of inoculations and spaying and neutering, proof of licensing, and a photograph of the pet. See Section 8, K of the Dwelling Lease and Addendum D; Pet Policy/Lease Rider for more details.
41. The PHA has a 'Zero' tolerance policy with respect to violations of the lease terms regarding criminal activity, ON OR OFF YOUR PREMISES. A single violation of any of the lease provisions of Lease (Section 8, G.) shall be deemed material noncompliance with your lease and will result in the termination of your lease by giving a three (3) day notice to terminate tenancy.
42. If you have children or visiting children, for their safety, it is your responsibility to keep them away from maintenance personnel and all their equipment while performing work inside and/or outside units.
43. Tenants shall dispose of all tobacco/cigarette/smoking products, and ashes in appropriate containers in a sanitary and safe manner.
44. Tenants shall not smoke in public areas per the Washington State Clean Indoor Air Act. Public areas include the part of any building open to other tenants and/or the public, including community rooms, community bathrooms, laundry rooms, lobbies, reception areas, hallways and elevators. Doors from apartment to a hallway must also be closed when someone is smoking in an apartment.
45. Notice to Vacate: A tenant who intends to leave the premises at the end of the Lease period must provide the PHA with a thirty (30) day "written" notice. Tenant shall be liable for rent up to the end of the 30 days for which notice was required, or to when the unit is re-rented, whichever comes first. A tenant who vacates the unit before the lease expires must pay the rent for the rest of the lease period, or to when the unit is re-rented, whichever comes first.

I/we have read or had explained and understand the House Rules, Addendum A, to the Dwelling Lease and agree to all provisions and conditions of occupancy set forth in the House Rules. I/we understand that failure to abide by these rules is grounds for termination of my Dwelling Lease. I/we hereby acknowledge receipt of a copy of this House Rules, Addendum A of the Dwelling Lease.

Signature of Head of Household Date

Signature of Spouse/Other Adult Date

Signature of Head of Household Date

Signature of Spouse/Other Adult

PHA Representative Date

P:/publichousing/PHLeaseAddA 8/03

Kennewick Housing Authority (KHA)

"SCHEDULE OF UTILITY ALLOWANCES"
Dwelling Lease
Addendum B

A. **UTILITY ALLOWANCES** (for Keewaydin Plaza Development)

<u>Project</u>	<u>Bedroom Size</u>	<u>Monthly Allowance</u>
12-04	1	\$45

B. **SCHEDULE OF FEES AND CHARGES**

The Schedule of Utility Allowance increases shall be determined by consumer price index to extent permissible by federal law. The frequency of increase is annually pursuant to KHA Board Resolution.

Kennewick Housing Authority

"SCHEDULE OF CHARGES"

**Dwelling Lease
Addendum C**

EFFECTIVE July 1, 2003

COLA increases will be added annually to labor rates effective every July

In order to standardize charges for tenants for similar maintenance services, this uniform charge schedule will be used. All other charges not specifically included in this schedule shall be based upon the actual cost of materials and labor at the current labor rate plus current fringe percentage. There is a minimum of .1/2 hour charged for labor. Those charges cover only replacement necessitated by tenant neglect. Replacement required because of ordinary wear and tear shall be at management expense. In cases where the cost of repair is greater than the cost of replacement, the replacement cost shall apply. In certain instances a life cycle has been established, and in these instances the tenant shall be charged on the basis of the unused portion.

I. UNIFORM SERVICE CHARGE SCHEDULE

<u>SERVICE</u>	<u>CHARGE</u>	<u>AMOUNT</u>
Keys	When a key is lost or not returned at time of vacate, or additional keys are requested.	\$10.00 per key
Locks	All occasions when requested by tenant.	\$20.00 per lock
On-Call Lock Outs	After regular maintenance hours.	\$30.00 per hour
Smoke Alarms	All cases where tenant has damaged/tampered.	\$actual cost + labor
Smoke Alarm Batteries	All occasions when requested by tenant or HQS.	\$actual cost
Tool Pick-up	All cases where tenant has not returned equipment after 48 hours.	\$15.00
Tool Replacement	In all instances, where a tenant has lost the equipment or damaged equipment beyond repair.	\$actual cost
Trash/Yard Notice	Improperly disposed of trash around units, yards, sheds, etc.	\$20.00 + labor
Toilet Stoppage	All instances where tenant is responsible for blockage.	\$actual cost + labor
Sink, tub, basin stoppage	All instances where tenant is responsible for blockage.	\$actual cost + labor
Toilet	All cases where tenant is responsible for breakage.	\$actual cost + labor
Sink, tub, basin	All cases where tenant is responsible for	\$actual cost + labor
Window coverings	All cases where tenant is responsible for breakage	\$actual cost + labor

II. CHARGES FOR PAINTING

Where the need for painting all, part, or touch up of a unit in advance of the normal cycle is due to the abuse or neglect by the resident, the responsible party shall be charged a prorated share of the direct cost of painting – equal to the unexpired portion of the painting cycle. *All charges are based on Maintenance Repairer Wages \$19.34 + Paint @ \$16.84 a gallon.*

	0 – 12 mos. 100%	13 – 24 mos. 75%	25 – 36 mos. 50%	37 – 48 mos. 25%
LIVING ROOM COMPLETE 3 hr labor + 3 gallon paint	\$109.00	\$81.00	\$54.00	\$27.00
BEDROOM, EACH COMPLETE 3 hr labor + 2 gallon paint	\$92.00	\$69.00	\$46.00	\$23.00
KITCHEN COMPLETE 2 hr labor + 2 gallon paint	\$71.00	\$53.00	\$36.00	\$18.00
BATHROOM, EACH COMPLETE 1 hr labor + 1 gallon paint	\$36.00	\$27.00	\$18.00	\$9.00
UTILITY ROOM 2, 3, & 4 bdrm units only .5 labor + 1 gallon paint	\$27.00	\$20.00	\$13.00	\$7.00

III. PATCHING DRYWALL AND NAIL HOLES

	Light (up to 1")	Moderate (up to 2")	Heavy (3" or larger)
In all cases:	\$20.00	\$35.00	\$80.00

IV. CLEANING

The following charges cover janitorial cleaning of dwelling units necessitated by tenant neglect, and will be based on the level of maintenance time involved (example: light cleaning, moderate cleaning, excessive cleaning).

Item	Light	Moderate	Excessive
STOVE	\$25.00	\$45.00	\$65.00
REFRIGERATOR	\$25.00	\$45.00	\$65.00
BATHROOMS:			
Toilets	\$20.00	\$30.00	\$45.00
Tubs	\$20.00	\$35.00	\$45.00
Sinks & Mirrors	\$15.00	\$20.00	\$25.00
DOORS	\$20.00	\$30.00	\$40.00
CABINETS	\$20.00	\$30.00	\$50.00
WINDOWS	\$30.00	\$45.00	\$80.00
FLOORS	\$25.00	\$50.00	\$80.00
WALLPAPER/CONTACT PAPER REMOVAL	Actual time + materials	Actual time + materials	Actual time + materials
TRASH	\$30.00 + labor	\$30.00 + labor	\$30.00 + labor

*****All other janitorial charges will be based on the current labor pay rate + material cost(s).**

V. CHARGES NOT SPECIFICALLY DETAILED IN PROCEDURE SCHEDULE

As mentioned in the foregoing, any maintenance service charges not specifically detailed in this schedule will be based upon the actual cost of material (where applicable) and maintenance time involved at the current labor pay rate.

VI. DAMAGED REFRIGERATORS, WATERHEATERS, STOVES **\$actual cost + labor**

Any damage to parts requiring repairs where the Resident is responsible for breakage or damage due to neglect.

VII. REPLACEMENT OF DWELLING EQUIPMENT **\$actual cost + labor + shipping fees**

Any damage to dwelling equipment (STOVES, REFRIGERATORS, WATERHEATERS, SMOKE ALARMS, AIR CONDITIONING, HEAT PUMPS, ETC.) and/or building and fixtures (including windows) etc., will be charged. (Refrigerators are prorated on a 10-year life expectancy cycle).

Kennewick Housing Authority

"PET POLICY & LEASE RIDER"

**Dwelling Lease
Addendum D**

Introduction:

The purpose of this policy is to sustain a decent, safe and sanitary environment for existing and prospective tenants of the KHA employees, and the public and to preserve the physical condition of KHA property; a Pet Policy is established to provide the guidelines and requirements for responsible pet ownership. In addition, the policy was developed with input from residents, housing management staff, other housing authorities, and HUD rules and regulations, seeks to provide residents with the opportunity of having common household pets within reasonable limits that will protect both the property and the health and safety of other residents.

Under the Quality Housing and Work Responsibility Act of 1998 contain amendments to Section 31 of the United States Housing Act of 1937 referring to pet ownership in public housing developments. Under the new provision, a resident may own one or more common household pets or have one or more household pets present in his/her unit, subject to the reasonable requirements of the KHA.

The following sections outlines the governing guidelines for the KHA's Pet Policy & Lease Rider for all its Public Housing developments.

1. The residents must maintain, "each" pet responsibility and in accordance with applicable State and local public health, animal control, and animal anti-cruelty laws and regulations and with the policies established in the KHA plan". Reasonable requirements that a public housing authority may impose include the following:
 - A. A nominal fee and/or pet deposit;
 - B. Limitations on the number of pets based on the size of the unit;
 - C. Prohibitions on certain types of animals considered dangerous;
 - D. Limitations on the size and weight of individual animals.

2. Pets in Public Housing Developments:
 - A. The KHA will allow for pet ownership in both the Keewaydin Plaza and Sunnyslope Homes developments.

3. Exclusions and Definition:
 - A. Service and Companion Animals: Animals approved by the KHA to serve as service or companion animals (animals that assist, support, or provide service to persons with disabilities) are not considered general household pets and generally do not fall under the guidelines of this Pet Policy. Approved service or companion animals shall not be subject to certain provisions of the Pet Policy; for example, the requirement for a Pet Deposit (see following subsection) shall be waived. Other provisions, however, such as "Rules for Pet Care" (see following subsection), shall apply equally to service or companion animals as to pets, unless exemptions from any of the requirements have been requested and approved through the KHA reasonable accommodation procedure.

4. Application for Pet Permit/Prior to Pet Ownership:
- A. Residents must submit a written application to request to have a pet added to their lease and unit, with prior permission from the KHA, before obtaining any pet.
 - B. Residents shall provide written proof of the following in the KHA's determination of approving any pet into the resident's premises (specifically cats and dogs, but not limited to these species of animals):
 - B.1. Current Pet License;
 - B.2. Current inoculations (for rabies, distemper, and parvo virus);
 - B.3. Evidence/verification the animal has been spayed or neutered.
 - B.4. Color photo picture & written description of the animal;
 - B.5. Proof of Animal liability insurance: With City recommendation and requirements, insurance will be necessary for certain types and breeds of animals. If the animal is considered a dangerous animal, the KHA will not approve such animal.
5. Types and Number of Allowable and Non-Allowable Common Household Pets:
- A. Types of Allowable Common Household Pets:
 - A.1. Fish confined to an aquarium and/or bowls no longer than 50 gallons in size;
 - A.2. Caged birds;
 - A.3. Dogs under 18 inches in height, measured at the shoulder and **under 20 pounds in weight at adult age**;
 - A.4. Caged or contained domesticated rodents such as gerbils, hamsters, and/or guinea pigs.
 - B. Types of Non-Allowable Animals:
 - B.1. All animals, including dangerous animals as defined by state and local law, not allowed are defined below:
 - i. Animals who would be allowed to produce offspring for sale;
 - ii. Dangerous animals, wild animals, feral (untamed, savage) animals and any other animals who are not amenable to routine human handling (City code);
 - iii. Animals of species commonly used on farms (i.e., chickens, goats);
 - iv. Non-human primates;
 - v. Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit (i.e. reptiles);
 - vi. Pot-bellied pigs;
 - vii. Ferrets.
 - C. Number of Allowable Household Pets:
 - C.1. No more than one animal of any kind in a one-bedroom dwelling unit.
 - C.2. A second animal compatible with the first, only in dwelling units having two or more bedrooms.
 - C.3. No more than two (2) animal of any species in any dwelling unit including caged animals but excluding aquariums.
6. Pet Deposits:

- A. A pet deposit of **\$200.00 non-refundable fee per pet** will be required upon entering a pet agreement and required for any allowable animals other than birds (caged) or fish to cover the potential costs for damage done by the pet(s) to the unit or common areas. This deposit is separate from the security deposit required for the dwelling unit.
 - B. Service and/or Companion Animals are exempt from the pet deposit requirement.
7. Pet License:
- A. Registration and license are required for dogs and cats eight weeks of age and older.
8. Pet Policy/Agreement Lease Rider:
- A. Written documentation attached to the lease signed by the tenant agreeing to compliance with provisions for pet ownership.
9. Local, State, and federal Ordinances Applied: Local, State, and Federal laws and ordinances regarding pets supercede the KHA's Pet Policy.
10. Rules for Pet Care:
- A. The resident shall be responsible for proper care of the pet, including but not limited to, good nutrition, grooming, routine veterinary care, flea control, yearly inoculations, and compliance with all applicable State, Federal, and local statutes, ordinances, rules, and regulations.
 - B. The tenant shall keep the unit and surrounding areas free of pet odors, insect infestation, waste, and litter related to their pet and maintain the unit and surroundings in sanitary condition at all time.
 - C. The resident shall be responsible for cleanup after their pet ANYWHERE on the KHA property including carrying a "pooper scooper" and/or disposable plastic bag anytime the pet is outside the apartment. Pet waste shall be bagged and disposed of in their appropriate trash receptacles. Pet waste or pet litter shall not be deposited in the unit toilet.
 - D. The tenant shall keep his/her pet(s) inside the unit at all times except for transportation on and off KHA property, walks with dogs and cats, and tethering. Other pets shall be in suitable portable cages when outside the unit.
 - E. Dogs and cats shall wear a collar with a current pet license.
 - F. Pets shall not be released or tied in common areas or outside a unit.
 - G. Pets shall be properly housed at night (between 10:00 p.m. and 8:00 a.m.) unless accompanied by the owner and not allowed to annoy other residents by barking, howling, etc., at any time of day or night.
 - H. The pet will be removed when the resident vacates and will not be left on the property or premises.

- I. The resident shall pay promptly, upon receipt of a bill, for any and all materials and/or labor for repair of any damage inside or outside the unit or any party of KHA property caused by his/her pet(s). This includes extermination services.
- J. No pet is to remain unattended, without proper care for more than 24 hours. The resident shall designate an emergency contact on the “Pet Policy/Agreement Lease Rider” that can tend to the pet if the resident is unable to do so. In instances where a pet appears to have been abandoned for more than 24 hours and an emergency contact cannot be located, the KHA shall report the matter to the appropriate Animal Control agency for removal. The KHA management staff will enter the unit as in an emergency, to rescue the animal.
- E. In the event of a pet’s death, the resident shall be responsible for disposing the pet remains in accordance with Federal, State, and or local laws, rules and regulations.
- F. Residents “will not be allowed” to care for visiting pets for someone else. Residents are expressly prohibited from feeding or harboring stray animals. The feeding or harboring of a stray animal shall constitute having a pet without the approval of the Housing Authority and shall constitute a lease violation.

11. Violations of the Pet Policy:

- A. Violations of the Pet Policy constitute a violation of the lease agreement. When the Pet Policy/Agreement Lease Rider to the lease is signed, the resident agrees to follow the rules listed in the KHA policy and Rider. Violations of these rules will result in possible removal of the pet, notice to the resident and possible eviction.

12. Procedure compliance for Pet Ownership:

The following procedures are designed to assure the acquisition and maintenance of pets by residents conforms to the set of rules that protects the health and safety of the community, the family and the pets as well as the condition of the property. **The pet owner/tenant shall be responsible for ensuring the rights of other tenants to a peaceful and quiet enjoyment, health, and/or safety are not infringed upon or diminished by his/her pet’s noise, odors, wastes, actions, or other nuisance.**

A. Planning for Pet Ownership:

- i. Before acquiring a pet, ask the Housing Authority Administration Office for a copy of the Pet Policy to be sure your plans for pet ownership fit the requirements.
- ii. Be sure you are able to financially afford the cost(s) for the following:
 - (a) Spay and/or neutering and yearly veterinarian inoculations;
 - (b) Yearly pet licensing costs;
 - (c) \$200 non-refundable fee per pet;
 - (d) Costs of collar, leash (for dogs and cats), and ongoing costs of food and health care;
 - (e) Cost of cat’s liter box and ongoing costs for cat litter;
 - (f) Cost of photographing your pet for KHA records.

- iii. Be sure you have planned for adequate care of the pet. Examples: you cannot leave pets unattended for long periods of time; you pick up animal waste daily (see Rules for Pet Care in the Policy).

B. Procedures for Pet Ownership:

- i. "Prior" to bringing an animal to your unit to live, you must consult the Administration Office to be sure the proposed pet meets the requirements for pet ownership;
- ii. Complete the "Pet Rider" for your dwelling lease and provide a \$200 non-refundable pet fee, for each approved pet (no more than one (1) animal of any kind in a one-bedroom dwelling unit, a second animal compatible with the first, only in dwelling units having two (2) or more bedrooms. No more than two (2) animals of any species in any dwelling unit including caged animals but excluding aquariums)
- iii. Provide yearly the records for veterinarian verification of inoculation and spaying and/or neutering, proof of licensing, and a photograph of the pet, excluding fish.
- iv. When the required documentation has been provided, and the Public Housing Specialist (case manager) has approved the pet ownership, the pet may be brought to your unit.

Policy Acknowledgements:

I/we understand that by signing this Pet Policy I/we agree to the Housing Authority's Rules and Regulations for responsible pet ownership. I/we also understand that any violations of this Pet Policy could result in our pet being removed from the unit as well as seriously jeopardize our tenancy with the Kennewick Housing Authority.

Tenant Name Date

Tenant Name Date

Tenant Name Date

Tenant Name Date

Housing Authority Representative

Date

Name of Pet	Type of Pet
Breed of Pet	Color of Pet
License/Registration Number # / Date	Spay/Neuter Date
Emergency Pet Contact Name/Relationship	Emergency Pet Contact Phone Number
<input type="checkbox"/> Photo of Pet <input type="checkbox"/> Spay/Neuter Certificate <input type="checkbox"/> Vaccine Record	

Kennewick Housing Authority

"GRIEVANCE & HEARING PROCEDURES"

**Dwelling Lease
Addendum E**

GRIEVANCE & HEARING PROCEDURES

The following subsections outlines the purpose of the KHA's grievance and hearing procedures that is to set forth uniform procedures for the handling, maintenance and review of applicant and resident grievances. These procedures will assure that all applicant and residents are treated in a fair and equitable manner and are provided an avenue for reasonable review of grievances.

1. **"Informal" Review/Hearing Procedure for "Applicants"**: Informal Reviews are only provided for applicants who are denied from the program waiting list and assistance before the effective date of the Dwelling Lease. The KHA will give prompt written notice to any applicant who is found ineligible for admissions or is denied a preference.
 - A. The notice will contain a brief written statement of the reason(s) for the decision, and except as provided below; provide an opportunity for an informal hearing to grievance the denial. The notice will contain:
 - A.1. The reason(s) they were found ineligible;
 - A.2. The procedure for requesting an informal review if entitled to a review, if the applicant does not agree with the KHA' decision;
 - A.3. The time limit for requesting an Informal Review.
 - B. The KHA "must provide" applicants with the opportunity for an informal review of decisions denying:
 - B.1. Qualification for a preference;
 - B.2. Listing on the KHA's waiting list;
 - B.3. Participation in program, with the limitations as described below:
 - C. Informal Reviews are "not available" for the following:
 - C.1. Discretionary administrative determination by KHA;
 - C.2. General policy issues or class grievances;
 - C.3. Determination of the family's unit size under KHA's occupancy standards;
 - C.4. KHA's determination that a unit is not in compliance with HQS/Uniform Physical Condition Standards Inspection because of family size or composition;
 - C.5. Restrictions on assistance for applicants who owe money to the KHA or another Housing Authority or landlord;
 - C.6. Restrictions on assistance to applicants who have been terminated from past assistance due to violations;
 - C.7. Restrictions on assistance to applicants who owe money to the public

utility district and/or cannot open an account in their name because of outstanding debts;

C.8. Restrictions on assistance to applicants whose history includes any criminal activity, drug related, or activity that otherwise threatens the health, safety, or right to peaceful enjoyment of KHA's employees, tenants, guests, or neighbors, within five (5) year of the criminal and/or drug related act.

A. Restrictions on Assistance for Non-Citizens: Families denied assistance due to their immigration status will be advised of their right to request an appeal to the INS of the INS's verification results or request an informal review with the KHA in lieu of or upon completion of the INS appeal. The notice will also inform the applicant:

D.1. The reason for the denial;

D.2. That the applicant may be eligible for prorated assistance based on the number of family members with "eligible immigration status:

D.3. Of the time limits and procedures that must be followed when requesting an appeal to the INS and/or KHA;

D.4. That the assistance may not be delayed, denied or reduced until the INS appeal process concludes but that assistance may be delayed while awaiting outcome from the KHA's informal review process.

B. Other Rights: The applicant may exercise other rights if the applicant believes he/she has been discriminated against based on race, color, religion, sex, national origin, age, familial status, handicap or other protected status.

2. **"Procedures" Governing "Informal" Hearing/Grievances for "Applicants":** A awarded a fair hearing providing the basic safeguards of due process which include the following:

A. All requests must be made in writing to the KHA within ten (10) calendar days from the date of the KHA's notification of denial for assistance/eligibility. The KHA has an Informal Hearing/Grievance form, to request such hearing. If the applicant fails to request such hearing within the request time limit requirement, the determination of denial/eligibility will be deemed final.

B. The informal hearing will be scheduled promptly within an approximate ten (10) calendar days from the date the request was received by the KHA. No extensions or reschedules will be considered or granted except for rare extraordinary (hardship) reasons and shall be agreed to, in writing by both parties. If granted for an extension and/or a reschedule hearing date, only up to one (1) extension and/or reschedule will be granted for any circumstance.

A. Be held before a hearing officer; by the Executive Director or his/her assigned designee and/or along with the person who made or approved the decision under review;

- B. Be held and conducted in the KHA administration office;
- C. Applicant/complainant will have the opportunity to examine, before the hearing, any KHA documents, including records and regulations relevant to the hearing. The applicant must submit their request in writing, at the scheduled time by the KHA, may copy such documents at applicant's expense. If KHA does not make the documents(s) available for examination in response to the applicant/complainant's reasonable request, the KHA may not rely on such documents(s) at the hearing;
- F. The right to a private hearing;
- G. The right to be present written and/or oral evidence and arguments in support of the applicant's eligibility or preferences to controvert KHA's evidence. KHA must have the opportunity to examine at the KHA's office before the hearing, any documents directly relevant to the hearing. KHA may copy any such documents at KHA's expense. Any document not made available to the KHA before the hearing, at least five (5) calendar days prior to the hearing, cannot be relied upon at the hearing. *This may be waived on a case-by case basis, at the discretion of the Executive Director, to "reasonably" assist applicants who are elderly or disabled.
- H. A decision based solely on and exclusively upon the facts presented at the hearing;
- I. The right to cross-examine any witnesses upon whom the KHA intends to rely on, provided applicant gives 48 hours advance written notice to KHA of intent to cross-examine KHA's witnesses. If applicant fails to give such notice, the hearing officer will rely on the information in the applicant's file only.
- J. Additional Informal Hearing Procedures:
 - J.1. The hearing officer may render a decision without a hearing if the hearing officer determines that the issue was previously decided in another proceeding;
 - J.2. If the applicant/complainant or KHA fails to present evidence or arguments to the hearing officer, the hearing officer may determine that the party has waived the right to a hearing. The applicant/complainant will be notified that a determination based on such waiver will not constitute a waiver of any right the applicant/complainant may have to contest the disposition of the grievance in an appropriate judicial proceeding;
 - J.3. At the hearing, the applicant must first show entitlement to the relief sought; KHA must then sustain the burden of justifying its conduct that is the subject of the complaint;
 - J.4. The hearing will be conducted informally. Relevant evidence may be received without regard to admissibility under the rules of evidence

applicable to judicial proceedings. The hearing officer will require KHA, the complainant, council and any other participants or spectators to conduct themselves in an orderly fashion. Both the applicant/family and KHA may have a maximum of three (3) other persons attend the hearing. Because of the serious nature of the hearing process, children will not be allowed in the hearing room unless serving as a witness.

Applicant/families are responsible for necessary childcare. Failure to comply with the hearing officer's directions to maintain order may result in being excluded from the proceedings or a decision adverse to the interests of the disorderly party and/or the granting or denial of the relief sought, as appropriate.

J.5. The KHA will reasonably accommodate persons with disabilities so they can participate in the hearing.

K. Hearing Officer's Decision:

K.1. The hearing officer will prepare a written decision, together with the reasons therefore, within an approximate ten (10) calendar days after the hearing and promptly mail a written decision to the applicant and KHA.

K.2. The decision will specify the names of the participants, hearing date, proposed disposition of the complaint and specific reasons therefore. A copy of such decision, with all names and identifying references deleted, will also be maintained on file by the KHA and may be available for inspection by a prospective complainant, his/her representative, or the hearing officer.

K.3. The hearing officer's decision will be binding on KHA unless the KHA Executive Director, reasonably determines and notifies the complainant the decision is contrary to applicable law, HUD regulations or requirements of the annual contributions contract between the KHA and HUD.

L. Judicial Review: A decision by the hearing officer or Executive Director, in favor of the KHA or which denies in whole or in part the relief requested by the complainant will not affect any rights the complainant in any judicial proceedings.

M. Amending the procedures governing Informal Hearing/Grievances for Applicants: The KHA reserves the right to amend these procedures. To amend this grievance procedure, the KHA will provide a 30-days notice of the changes and opportunity to present written comments. Such notice will be posted on each KHA bulletin board.

3. **"Procedures" Governing Hearing/Grievances for "Residents":** Public Housing residents are entitled to an informal and formal hearing to grievance eligible items as stated below.

A. The grievance procedure set forth herein has been adopted by the KHA Board of

Commissions and is incorporated by reference in the Public Housing Dwelling Lease and House Rules.

- B. Copies of this grievance procedure shall be available for review to any interested party at the KHA administration office.
- A. This grievance procedure shall be applicable, except as otherwise stated herein, to all individual grievances between the resident and the KHA as defined in below, except that the KHA will exclude from the KHA grievance procedure any grievance concerning a termination of tenancy or eviction that involves:
 - C.1. Any activity, not just criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the KHA's employee staff, other residents, guests, or neighbors;
 - C.2. Any drug related criminal activity on or off the premises.
- D. This grievance procedure shall not be applicable for disputes between residents not involving the KHA or to class action grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the KHA's Board of Commissioners.
- E. This grievance procedure shall not be applicable to any KHA Section 8 Program.
- F. Informal Reviews are "not available" for the following:
 - F.1 Discretionary administrative determinations by the KHA;
 - F.2. General policy issues or class grievances;
 - F.3. Establishment of the KHA schedule of utility allowances for families in the program;
 - F.4. KHA's determination that a unit is not compliant with HQS/Uniform Physical Condition Standards Inspection because of family size or composition;
 - F.5. Dispute between residents not involving the KHA;
 - F.6. Efforts to initiate or negotiate changes between a resident or group of residents and the KHA's Board of Commissioners;
 - F.7. Any PHA Section 8 Programs.

4. **Definitions:**

- A. Complainant: Any resident whose grievance is presented to the KHA in accordance with the procedures set forth herein.
- B. Elements of Due Process: An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
 - B.1. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;

- B.2. Opportunity for the resident to examine all relevant documents, records and regulations of the KHA prior to the trial for the purpose of preparing a defense;
 - B.3. Right of the resident to be represented by counsel;
 - B.4. Opportunity for the resident to refute the evidence presented by the KHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the resident may have;
 - B.5. A decision on the merits.
- C. Grievance: Any dispute which a resident may have with respect to the KHA action or failure to act in accordance with the individual resident's lease or KHA regulations which adversely affects the individual resident's right, duties, welfare or status.
- D. Hearing Officer: A person selected in accordance with the procedures set forth herein to hear grievances and render a decision with respect thereto.
- E. Lease: Is the written legal agreement between the KHA and a resident.
- F. Resident Organization: Includes a resident management corporation.
- G. Resident: The adult person(s) (other than a live-in aide/care provider):
- G.1. Who resides in the unit, and who executed the lease with the KHA as lessee of the unit, or, if no such person now resides in the unit;
 - G.2. Who resides in the unit, and who is the remaining head of household of the family residing in the unit.
5. **"Informal" Hearing Process for "Residents"**: Any grievance shall be presented and must meet the KHA's criteria as stated in the following subsections for an informal hearing, so that the grievance may be discussed and settled without a formal hearing.
- A. **Procedures Governing Informal Hearing/Grievances for Residents**: A request for an Informal Review will contain, so the tenant be afforded a fair hearing providing the basic safeguards of due process which include the following:
- A.1. All requests must be made in writing to the KHA within five (5) calendar days from the date of the KHA's notification of the act or failure to act upon which the complainant bases his/her grievance;
 - A.2. The KHA has an Informal Hearing/Grievance form, to request such hearing. If the complainant fails to request such hearing within the request time limit requirement, the determination will be deemed final. The written request shall specify:
 - i. The grievance;
 - ii. The reasons for the grievance;
 - iii. The action or relief sought.

- A.3. The informal hearing will be scheduled promptly within an approximate ten (10) calendar days from the date the request was received by the KHA. No extensions or reschedules will be considered or granted except for rare extraordinary (hardship) reasons and shall be agreed to, in writing both parties. If granted for an extension and/or a reschedule hearing date, only up to one (1) extension and/or reschedule will be granted for any circumstance.
- A.4. The informal hearing will be held before a hearing officer; by the Executive Director or his/her assigned designee and/or along with the person who made or approved the decision under review;
- A.5. Be held and conducted in the KHA administration office;
- A.6. Resident/complainant will have the opportunity to examine, before the hearing, any KHA documents, including records and regulations relevant to the hearing. The complainant must submit their request in writing, at a scheduled time by the KHA, may copy such documents at their expense. If KHA does not make the documents(s) available for examination in response to the resident/complainant's reasonable request, the KHA may not rely on such documents(s) at the hearing;
- A.7. The right to a private hearing;
- A.8. The right to present written and/or oral evidence and arguments in support of the complainant's act or failure to act upon which the complainant bases his/her grievance to controvert KHA's evidence.
- A.9. KHA must have the opportunity to examine at the KHA's office before the hearing, any documents directly relevant to the hearing. KHA may copy any such documents at KHA's expense. Any document not made available to the KHA before and prior to the hearing (at least five (5) calendar days), cannot be relied upon at the hearing. *This may be waived on a case-by case basis, at the discretion of the Executive Director, to "reasonably" assist residents who are elderly or disabled.
- A.10. A decision based solely on and exclusively upon the facts presented at the hearing;
- A.11. The right to cross-examine any witnesses upon whom the KHA intends to rely, provided applicant gives 48 hours advance written notice to KHA of intent to cross-examine KHA's witnesses. If complainant fails to give such notice, the hearing officer will rely on the information in the resident's file only.

B. Additional Informal Hearing Procedures:

- B.1. The hearing officer may render a decision without a hearing if the hearing officer determines that the issue was previously decided in another proceeding;
- B.2. If the resident/complainant or KHA fails to present evidence or arguments to the hearing officer, the hearing officer may determine that the party has waived the right to a hearing. The resident/complainant will be notified that a determination based on such waiver will not constitute a waiver of

any right the complainant may have to contest the disposition of the grievance in an appropriate judicial proceeding;

- B.3. At the hearing, the applicant/complainant must first show entitlement to the relief sought; KHA must then sustain the burden of justifying its conduct that is the subject of the complaint;
- B.4. The hearing will be conducted informally. Relevant evidence may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer will require KHA, the complainant, council and any other participants or spectators to conduct themselves in an orderly fashion. Both the resident/family and KHA may have a maximum of three (3) other persons attend the hearing. Because of the serious nature of the hearing process, children will not be allowed in the hearing room unless serving as a witness. Families are responsible for necessary childcare. Failure to comply with the hearing officer's directions to maintain order may result in being excluded from the proceedings or a decision adverse to the interests of the disorderly party and/or the granting or denial of the relief sought, as appropriate.
- B5. The KHA will reasonably accommodate persons with disabilities so they can participate in the hearing.

C. Hearing Officer's Decision:

- C.1. The hearing officer will prepare a written decision, together with the reasons therefore, within an approximate ten (10) calendar days after the hearing and promptly mail a written decision to the resident/complainant and KHA.
- C.2. The decision will specify the names of the participants, hearing date, proposed disposition of the complaint and specific reasons therefore. A copy of such decision, with all names and identifying references deleted, will also be maintained on file by the KHA and may be available for inspection by a prospective complainant, his/her representative, or the hearing officer.
- C.3. The hearing officer's decision will be binding, unless the KHA Executive Director, reasonably determines and notifies the complainant the decision is contrary to applicable law, HUD regulations or requirements of the annual contributions contract between KHA & HUD.

D. Judicial Review: A decision by the hearing officer or Executive Director, in favor of the KHA or which denies in whole or in part the relief requested by the applicant/complainant will not affect any rights the complainant in any judicial proceedings.

E. Amending the procedures governing Informal Hearing/Grievances for Applicants: The KHA reserves the right to amend these procedures. To amend this grievance procedure, the KHA will provide a 30-days notice of the changes and opportunity to present written comments. Such notice will be posted on each KHA bulletin board.

6. **“Formal” Hearing Process for “Residents”**: Any grievance shall be presented and must meet the KHA’s criteria as stated in the following subsections for a formal hearing, so that the grievance may be discussed that was not settled within the informal hearing process. As a prerequisite to receiving a formal hearing, all grievances shall:
- A. **“Procedures’ Governing “Formal” Hearing/Grievances for “Residents”**: A request for an Formal Review will contain so the tenant be afforded a fair hearing providing the basic safeguards of due process which include the following:
- A.1. All requests must be made in writing to the KHA’s administration office
within five (5) calendar days from the date of the KHA’s written results of the informal hearing notification determination.
- A.2. The KHA has an Informal-Formal Hearing/Grievance form, to request such hearing. The written request shall specify:
- i. The grievance;
 - ii. The reasons for the grievance;
 - iii. The action or relief sought.
- A.3. If the complainant fails to request such hearing within the request time limit requirement, the determination will be deemed final.
- A.4. The formal hearing will be scheduled promptly within an approximate ten (10) calendar days from the date the request was received by the KHA. No extensions or reschedules will be considered or granted except for rare extraordinary (hardship) reasons and shall be agreed to, in writing by both parties. If granted for an extension and/or a reschedule hearing date, only up to one (1) extension and/or reschedule will be granted for any circumstance.
- A.5. The formal hearing will be held before a hearing officer; who is an impartial person; by the Executive Director or his/her assigned designee and/or along with the person who made or approved the decision under review;
- A.6. Before a hearing is scheduled in any grievance involving the amount of rent which the KHA claims is due, the complainant shall pay to the KHA an amount equal to the amount of rent due and payable as of the first (1st) of the month preceding the month in which the action or failure to act took place. The resident/complainant shall thereafter deposit the same amount of the monthly rent into an escrow account at the KHA on a monthly basis until the complaint is resolved by decision of the hearing officer. These requirements may be waived by the KHA in extenuating circumstances. Unless so waived, the failure to make such payments shall result in termination of the grievance procedure. Failure to make payment, as set forth above shall not constitute a waiver of any right to complainant may have to contest the KHA’s disposition of the grievance in any appropriate proceeding.
- A7. Be held and conducted in the KHA administration office;
- A.8. Complainant will have the opportunity to examine, before the hearing,

any KHA documents, including records and regulations relevant to the hearing. The resident/complainant must submit their request in writing, a scheduled time by the KHA, may copy such documents at their expense. If KHA does not make the documents(s) available for examination in response to the complainant's reasonable request, the KHA may not rely on such documents(s) at the hearing;

- A.9. The right to a private hearing;
- A10. The right to present written and/or oral evidence and arguments in support of the complainant's act or failure to act upon which the resident/complainant bases his/her grievance to controvert KHA's evidence.
- A11. KHA must have the opportunity to examine at the KHA's office before the hearing, any documents directly relevant to the hearing. KHA, at a reasonable time scheduled by the KHA, may copy any such documents at KHA's expense. Any document not made available to the KHA before and prior to the hearing (at least five (5) calendar days), cannot be relied upon at the hearing.
- A.12. A decision based solely on and exclusively upon the facts presented at the hearing;
- A.13. The right to cross-examine any witnesses upon whom the KHA intends to rely, provided the resident gives 48 hours advance written notice to KHA of intent to cross-examine KHA's witnesses. If complainant fails to give such notice, the hearing officer will rely on the information in the applicant's file.

B. Additional Formal Hearing Procedures:

- B.1. The hearing officer may render a decision without a hearing if the hearing officer determines that the issue was previously decided in another proceeding;
- B.2. If the resident/complainant or KHA fails to present evidence or arguments to the hearing officer, the hearing officer may determine that the party has waived the right to a hearing. The resident/complainant will be notified that a determination based on such waiver will not constitute a waiver of any right the complainant may have to contest the disposition of the grievance in an appropriate judicial proceeding;
- B.3. At the hearing, the complainant must first show entitlement to the relief sought; KHA must then sustain the burden of justifying its conduct that is the subject of the complaint;
- B.4. The hearing will be conducted informally. Relevant evidence may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer will require KHA, the complainant, council and any other participants or spectators to conduct themselves in an orderly fashion. Both the resident/family and KHA may have a maximum of three (3) other persons attend the hearing. Because of the serious nature of the hearing process, children will not be allowed in the hearing room unless serving as a witness. Families are responsible for necessary childcare. Failure to comply with the hearing

officer's directions to maintain order may result in being excluded from the proceedings or a decision adverse to the interests of the disorderly party and/or the granting or denial of the relief sought, as appropriate.

B5. The KHA will reasonably accommodate persons with disabilities so they can participate in the hearing.

C. Hearing Officer's Decision:

C.1. Hearing officer will prepare a written decision, with the reasons therefore, in an approximate ten (10) calendar days after the hearing and promptly mail a written decision to the resident/complainant and KHA.

C.2. The decision will specify the names of the participants, hearing date, proposed disposition of the complaint and specific reasons therefore. A copy of such decision, with all names and identifying references deleted, will also be maintained on file by the KHA and may be available for inspection by a prospective complainant, his/her representative, or the hearing officer.

C.3. The hearing officer's decision will be binding, unless the KHA Executive Director reasonably determines and notifies the resident/complainant the decision is contrary to applicable law, HUD regulations or requirements of the annual contributions contract between the KHA and HUD.

D. Judicial Review: A decision by the hearing officer or Executive Director, in favor of the KHA or which denies in whole or in part the relief requested by the resident/complainant will not affect any rights the complainant in any judicial proceedings.

E. Amending the procedures governing Formal Hearing/Grievances for Applicants: The KHA reserves the right to amend these procedures. To amend this grievance procedure, the KHA will provide a 30-days notice of the changes and opportunity to present written comments. Such notice will be posted on each KHA bulletin board.

"COMPUTATION OF RENT"
Dwelling Lease
Addendum F

- A. The amount of rent payable by a family in a public housing unit shall be the minimum rent of not less than \$0.00 or tenant rent, as defined in the Kennewick Housing Authority Dwelling Lease and Admissions and Continued Occupancy Policies (ACOP).
- B. To arrive at tenant rent, the PHA will take the following steps:
1. First, the PHA will compute annual income.
 2. Second, the PHA will compute adjusted income.
 3. Third, the PHA will compute monthly income and monthly-adjusted income.
 4. Fourth, the PHA will compute total tenant payment.
 5. Fifth, the PHA will compute tenant rent, based on total tenant payment:
 - a. Where all utilities (where applicable at designated developments and except telephone) and other essential housing services are supplied by the PHA, tenant rent equals total tenant payment.
 - b. Where some or all utilities (where applicable at designated developments except telephone) and other essential housing services are not supplied by the PHA, tenant rent equals total tenant payment minus the applicable utility allowance. The Schedule of Utility Allowances may be found in Lease Exhibit B.
 - i) If the utility allowance exceeds the total tenant payment, then the family is entitled to a utility reimbursement.
 - ii) The PHA shall pay any utility reimbursement directly to the utility company.
- C. **SPECIAL ADJUSTMENT OF TENANT RENT DUE TO REVISION OF UTILITY ALLOWANCES**
- In accordance with applicable Federal regulations, the PHA shall annually determine whether there has been a substantial change in utility rates or other change of general applicability, and whether an adjustment is required in the Schedule of Utility Allowances. If the PHA determines that an adjustment should be made, the PHA shall establish a revised Schedule of Utility Allowances, taking into account size and type of units and other pertinent factors. Based on this revised Schedule, the PHA shall then determine the amounts of adjustments to be made in the amount of tenant rent to be paid by the affected families, and shall notify the families accordingly. The PHA shall give a notice regarding revisions to the Schedule of Utility Allowances to all residents 30 days prior to the effective date of the revisions, providing all residents with the opportunity to submit written comments during a period expiring not less than 30 days prior to the effective date of the revisions.

D. CHOICE OF RENT 960.253

Once a year the PHA must give each family the opportunity to choose between the two methods for determining the amount of tenant rent payable monthly by the family. The family may choose to pay as tenant rent either a flat rent or an income based rent. Except for financial hardship cases, the family may not be offered this choice more than once a year.

The flat rent is based on the market rent charged for comparable units in the private unassisted rental market. It is equal to the estimated rent for which the PHA could promptly lease the public housing unit after preparation for occupancy. If the family chooses to pay a flat rent, the PHA does not pay any utility reimbursement.

A family that is paying a flat rent may at any time request a switch to payment of income-based rent (before the next annual option to select the type of rent) if the family is unable to pay flat rent because of financial hardship.

PHA defines financial hardship as:

- 1) family has experienced a dramatic decrease in income because of changed circumstances, including loss or reduction of employment, death in the family wage earner, or reduction in or loss of earnings or other assistance; or
- 2) family has experienced a dramatic increase in expenses, because of changed circumstances, for medical costs, childcare, transportation, education, or similar items.

Rent will remain in effect for the period between rent redeterminations unless during such period:

1. Resident can show a change in circumstances which should justify a change in rent;
2. Rent is recomputed as the result of a special reexamination to occur within thirty, sixty, ninety or one-hundred twenty days following admissions or annual review; or,
3. If it is found that Resident has misrepresented to PHA the facts upon which rent is based, then Resident shall be charged with the difference between the amount charged by PHA and the amount Resident should have been charged for the full term of occupancy that said misrepresentation resulted in a lesser rent being charged. The sum determined shall be due and payable immediately. In addition, misrepresentation of income or failure to report changes in family composition or in income of any household member may result in termination of this lease.

Kennewick Housing Authority

“CHOICE OF RENT”

Dwelling Lease

Addendum G

24 CFR Section 5.614 mandates there be a choice of rents in Public Housing programs. The options must include a “Flat Rent” and an “Income-Based Rent.”

1. “FLAT RENTS”

The Kennewick Housing Authority Board of Commissioners took the reasonable steps to determine market value and used a comparability study to establish the “Flat Rents.” The Flat Rents have been established as follows:

Sunnyslope Homes & Keewaydin Plaza Development:

1 BR	2 BR	3 BR	4 BR
\$510	\$611	\$851	\$998

2. “INCOME-BASED RENTS”

Income-Based Rents are based on the tenant’s combined gross annual income, which is 30% of the tenant’s household adjusted income.

CHAPTER 1. PREFACE: STATEMENT OF POLICIES AND OBJECTIVES

1. INTRODUCTION

- A. The Section 8 Program was enacted as part of the Housing and Community Development Act of 1974, which recodified the U.S. Housing Act of 1937. The Act has been amended from time to time, and its requirements, as they apply to the Section 8 Tenant-Based Assistance Program, is described in and implemented throughout this Administrative Plan. The Section 8 tenant-based assistance programs are federally funded and administered for the City of Kennewick by the Kennewick Housing Authority (KHA) through its Section 8 housing office.
- B. Administration of the Section 8 Program and the functions and responsibilities of the Housing Authority (PHA) staff shall be in compliance with the KHA's Personnel Policy and the Department of Housing and Urban Development's (HUD) Section 8 Regulations as well as all Federal, State and local Fair Housing Laws and Regulations.

2. Jurisdiction

The jurisdiction of the KHA is the city limits of Kennewick in Benton County, and a 10-15 mile radius outside of the city limits.

3. HOUSING AUTHORITY MISSION STATEMENT

“Attempt to relieve the shortage of safe, decent and affordable housing available to low-income persons; create opportunities for residents to increase their self-sufficiency and independence; and assure fiscal integrity in all programs we administer.

4. LOCAL GOALS [24 CFR 982.1]

- A. Goal One (1): Manage the Kennewick Housing Authority in a manner that results in full compliance with applicable statutes and regulations as defined by program audit findings.
 - A.1. Objectives:
 - i. HUD shall continue to recognize the Kennewick Housing Authority as a high performer by December 31, 2004;
 - ii. The Kennewick Housing Authority shall make our public housing units more marketable to the community as evidenced by an increase in our waiting list to one that requires a six-month wait for housing by December 31, 2004;
 - iii. The Kennewick Housing Authority shall promote a motivating work environment with a capable and efficient team of employees to operate as a customer friendly and fiscally prudent leader in the affordable housing industry.

- B. Goal Two (2): Expand the range and quality of housing choices available to participants in the Kennewick Housing Authority's tenant-based assistance program.
 - B.1. Objectives:
 - i. The Kennewick Housing Authority shall achieve and sustain a utilization rate of 98% by December 31, 2004, in its Section 8 program;
 - ii. The Kennewick Housing Authority shall establish a program to help people use its tenant-based program to become homeowners by December 31, 2004;
 - iii. The Kennewick Housing Authority shall attract 50 new landlords who want to participate in the program by December 31, 2004.

- C. Goal Three (3): Adapt the Kennewick Housing Authority's housing stock and program resources to more closely meet the housing needs and markets identified in our needs assessment.
 - C.1. Objectives:
 - i. The Kennewick Housing Authority shall develop 4-8 units of housing for people with special needs by December 31, 2004;
 - ii. Locate at least two partners, non-profit or for-profit, locally or nationally-based. These partners will work with us on the acquisition, improvement and/or development of additional housing opportunities for this target group.

5. **PURPOSE OF THE PLAN** [24 CFR 982.54]

- A. The purpose of the Administrative Plan is to establish policies for carrying out the programs in a manner consistent with HUD requirements and local goals and objectives contained in the Agency Plan. The Housing Choice Voucher Program was implemented on 10/1/99, and pre-merger Housing Voucher tenancies and Over Fair Market Rent tenancies converted automatically to Housing Choice Voucher tenancies on that date. However, all existing contracts will remain in effect until the family's second reexamination after the merger date or when a new lease is executed, whichever comes first.

- B. The PHA is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence. The PHA will revise this Administrative Plan as needed to comply with changes in HUD regulations. The original Plan and any changes must be approved by the Board of Commissioners of the agency.

- C. This Administrative Plan is a supporting document to the PHA Agency Plan, and is available for public review as required by CFR 24 Part 903.

Applicable regulations include:

 - C.1. 24 CFR Part 5: General Program Requirements;
 - C.2. 24 CFR Part 8: Nondiscrimination;
 - C.3. 24 CFR Part 982: Section 8 Tenant -Based Assistance: Housing Choice Voucher Program.

6. The KHA will specifically carry out the following, but is not limited to and can be subject to any KHA or HUD approved revisions:
 - A. Publish and disseminate information about the availability and nature of housing assistance under the program;
 - B. Explain the program to potential and participating owners/landlords and families;
 - C. Seek expanded opportunities for assisted families to locate housing outside of areas of poverty or racial concentration;
 - D. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;
 - E. Affirmatively further fair housing goals and comply with equal opportunity requirements;
 - F. Make efforts to help disabled persons find satisfactory housing;
 - G. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a Voucher to each selected family, provide housing information to families selected;
 - H. Determine who can live in the assisted unit, at admission and during the family's participation in the program;
 - I. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 812;
 - J. Review the family's request for approval of the unit and lease;
 - K. Inspect the unit before assisted occupancy and at least annually during the assisted tenancy;
 - L. Determine the amount of the housing assistance payment for a family;
 - M. Determine the maximum rent to the owner, and whether the rent is reasonable;
 - N. Make timely housing assistance payments to an owner in accordance with the HAP contract;
 - O. Examine family income, size and composition, at admission and during the family's participation in the program. The examination includes verification of income and other family information;
 - P. Establish and adjust HA utility allowance;
 - Q. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the KHA, if the owner defaults (i.e., HQS violation);
 - R. Determine whether to terminate assistance to a particular family for violation of family obligations;
 - S. Conduct informal reviews of certain KHA decisions concerning applicants for participation in the program;
 - T. Provide sound financial management of the program; absorb and request absorption of portable families whenever possible; and
 - U. Administer an Family Self-Sufficiency (FSS) program (if applicable).
7. Local rules that are made part of this Plan are intended to promote local housing objectives consistent with the intent of the federal housing legislation.

8. **ADMINISTRATIVE FEE RESERVE** [24 CFR 982.54(d)(21)]
Expenditures from the Administrative Reserve (Operating Reserve) for other housing purposes shall not exceed \$5,000 per occurrence for each fiscal year without the prior approval of the Board of Commissioners

9. **RULES AND REGULATIONS** [24 CFR 982.52]
This Administrative Plan is set forth to define the PHA's local policies for operation of the housing programs in the context of Federal laws and Regulations. All issues related to Section 8 not addressed in this document are governed by such Federal regulations, HUD Memos, Notices and guidelines, or other applicable law. The policies in this Administrative Plan have been designed to ensure compliance with the consolidated ACC and all HUD-approved applications for program funding.

CHAPTER 2.

**OUTREACH TO FAMILIES, CONTACT WITH OWNERS,
MONITORING PROGRAM PERFORMANCE**

1. Outreach to Families:

The KHA will make every effort to attract applicants who are representative of the total eligible populations which will make it possible to achieve tenant selection goals specified in HUD regulations. These efforts will follow the KHA's Fair Housing/Equal Opportunity Marketing Plan and will include the following outreach activities: General circulations/press releases to the major daily newspaper, community service announcement on the radio stations, and various social service agencies serving applicants least likely to apply.

2. Contact with Owners/Landlords:

The KHA will utilize a variety of activities to encourage owners/landlords to participate in the program. Owner/landlords may be contacted through speaking engagements and distribution of the KHA's brochures. Examples of organizations that could be contacted, as needed, include: service organizations such as the Chamber of Commerce, Rental Owners Association, and Rotary Clubs. Press releases to the major newspapers may also be utilized to inform potential owners/landlords of the program.

3. Monitoring Program Performance:

The KHA will keep a detailed record of the status of each Voucher holder and HAP Contract. When a HAP Contract is terminated and the family does not continue in the program, that information will be noted on the record thereby prompting efforts to gain a replacement family.

If problems arise in achieving the leasing scheduled or outreach goals, adjustments in procedures will be made/revised as necessary. These adjustments are the same as those outlined in above section on Outreach to Families.

CHAPTER 3. FAIR HOUSING / STATEMENT OF NONDISCRIMINATION

This Administrative Plan defines the Kennewick Housing Authority's (KHA) policies for administering and operating the Section 8 Tenant-Based Housing Choice Voucher Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

It is the policy of the Kennewick Housing Authority (KHA) to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U.S. Department of Housing and Urban Development (HUD) regulations governing Fair Housing and Equal Opportunity. The KHA will abide by nondiscrimination requirements of:

- a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, or national origin in programs receiving Federal financial assistance;
- b. The Fair Housing Act, which prohibits discrimination based on race, color, religion, national origin, sex, familial status (including children under the age of 18 living with parents or legal custodians, single women without other children who are pregnant or people in the process of receiving custody of children under 18 years of age or handicap in the sale, rental, or advertising of housing;
- c. Section 504 of the Rehabilitation Act of 1973, Which prohibits discrimination based on handicap in programs receiving Federal financial assistance;
- d. The Age Discrimination Act of 1987, as amended, prohibits age discrimination and protects applicants and employees 40 years of age or older from discrimination on account of age in hiring, promotion, discharge, compensation, terms, conditions, or privileges of employment.
- e. Executive Order 11063, which requires HUD to take whatever action, is necessary to prohibit discrimination based on race, color, national origin, religion, creed, or sex, in housing, who receives Federal financial assistance.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability/handicap be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under the Kennewick Housing Authority's (KHA) housing programs.

To further the Kennewick Housing Authority's (KHA) commitment to full compliance with applicable Civil Rights laws, the KHA will provide Federal, State, local information to applicants/tenants of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information may be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Kennewick Housing Authority administration office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The KHA will not intimidate, threaten, or take any retaliatory action against any applicant or resident because of a person's participation in civil rights activities or assertions of civil rights. The KHA will not deny physically handicapped persons an opportunity to apply for public housing due to inaccessible application offices.

The KHA will not assign employees in a way, which would result in discrimination against applicants or residents.

The KHA will prominently display fair housing poster(s) at any office where applications are taken and every development building (except for single-family dwellings).

The KHA will maintain the information HUD needs to determine that the Public Housing Program is being operated in non-discriminatory manner. In particular, the KHA will maintain information of race, ethnicity (Hispanic or non-Hispanic), sex, and age of the head of household of all families which submit an application for admission and of all residents in occupancy.

No preference will be shown to any applicant because of political affiliation or acquaintance with any public official at the Federal, state, or local level. In addition there shall be no discrimination against any applicant receiving part or all of his income from public assistance, providing such applicants are otherwise eligible for admission.

Applicants and residents may submit their alleged discrimination complaints and also receive more technical information and details by contacting HUD at the following address and telephone numbers:

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
Seattle Federal Office Building
909 First Avenue, Suite 200
Seattle, WA 98104-1000
Phone/Fax (206) 220-5302
TDD (206) 220-5185
Voice (206) 220-5175
Toll Free/Voice 1-800-669-9777
Toll Free TDD 1-800-927-9275

CHAPTER 4. REASONABLE ACCOMMODATION

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

Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the KHA's facilities are inaccessible to or unusable by persons with disabilities. Posters and housing information are displayed in locations throughout the KHA's office in such a manner as to be easily readable from a wheelchair.

The Kennewick Housing Authority office(s) **are** accessible to persons with disabilities. Accessibility for the hearing impaired is provided by Automated Services, **TDD telephone service provider**.

1. **Requesting a Reasonable Accommodation**: An applicant or program participant/resident who is requesting a reasonable accommodation must request their reasonable accommodations in writing by completing the required forms below:
 - A. KHA Reasonable Accommodation Request Form (form must be completed by the applicant/resident, describing in full detail the accommodation/modification they are requesting);
 - B. KHA Reasonable Accommodation/Modification Verification Form (this form must be completed and signed by a Third Party Professional on behalf of the applicant/resident. The EEOC's guidance on reasonable accommodation under the Americans with Disabilities Act states: a certifying agency and/or Housing Authority may require documentation "from an appropriate health care or rehabilitation professional". The appropriate professional in any particular situation will depend on the disability and type of functional limitation it imposes. Appropriate professionals include, for example, doctors (including psychiatrists), psychologists, physical therapists, vocational rehabilitation specialists, and licensed mental health professionals (not a case manager). The third party professional must specifically state and describe the accommodation and/or modification that he/she is contesting the applicant/resident needs and if not granted, the outcome or effect the applicant/resident will be adhere to if not granted.

2. Approval or Denial of a Reasonable Accommodation: The process of approving or denying any written reasonable accommodation requests, the following must be identified and assessed by the Executive Director or designee:
 - A. To define a person with a disability he/she must be:
“A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment. (the disability may not be visually apparent to others)”;
 - B. Is the applicant/resident who has submitted a request disabled;
 - C. Is the request reasonably related to the applicant/resident’s disability;
 - D. Is the requested accommodation reasonable. In order to be determined reasonable, the accommodation must meet:
 - D.1. Does the accommodation constitute a fundamental alteration? If the request would alter the KHA’s business service practice, it would not be considered reasonable.
 - D.2. Would the accommodation create an undue financial hardship or administrative burden? If the cost would be an undue burden, the KHA will seek a less expensive and effective alternatives.
 - E. A written decision to the tenant will be issued for all submitted approved or denied requests.

CHAPTER 5. KHA'S TRANSLATION POLICY

The KHA has set forth a Translation Policy for applicants and program participants. The policy states the KHA will:

- A. Policy is for all applicants and program participants;
- B. All KHA leases, rules, regulations, notices, etc. will only be written in the English language;
- C. Applicants and program participants will be responsible for coordinating a translator to provide the service. The applicant or program participant may have a friend or relative who can provide the service, as long as the translator is an adult (18 years of age and older).
- D. The KHA will provide and maintain a list of certified and uncertified translators for applicants and program participant's' convenience. The list will include those translators used by DSHS, L&I, the City or local community agencies. The list will be available to take home and will be posted in the administration office lobby, development site offices and recreational facilities.
- E. A policy reminder will be placed at the bottom of every important KHA document. Documents include, but not limited to: applicant denial letters, termination notices, hearing notices (schedule and determination notices for informal/formal hearings), participant/tenant rent notifications, annual recertification notices, inspection notices, and any other important documents to applicants and program participants. The policy reminder will state: *"The applicant, tenant, and program participant who feel they have a language barrier will be responsible for payment and coordinating a translator. The Housing Authority maintains a list of translators for your convenience"*.
- F. In the event if there is available Spanish or other language bilingual staff members who are available to meet with the applicant, and program participants, the KHA will provide the translation service. This will be the last option.

CHAPTER 6.

TERMINOLOGY & DEFINITIONS OF TERMS

1. Terminology:

- A. The Kennewick Housing Authority is referred to as "KHA" or "Housing Authority" throughout this document.
- B. Housing Authority (HA).
- C. "Family" is used interchangeably with "Applicant" or "Participant" and can refer to a single person family.
- D. "Tenant" is used to refer to participants in terms of their relation to landlords.
- E. "Landlord" and "owner" are used interchangeably.
- F. "Disability" is used where "handicap" was formerly used.
- G. "Noncitizen Rule" refers to the regulation effective June 19, 1995 restricting assistance to U.S. citizens and eligible immigrants.
- H. The Section 8 programs are also known as the Regular Tenancy Voucher, Over-FMR Tenancy (OFTO) and Voucher Programs.
- I. The Housing Voucher Choice program refers to the merged program effective as of 10/1/99.
- J. "HQS" means the Housing Quality Standards required by regulations as enhanced by the KHA.
- K. "Failure to Provide" refers to all requirements in the first Family Obligation. See "Denial or Termination of Assistance" chapter.
- L. "Merger date" refers to October 1, 1999, which is the effective date of the merging of the Section 8 Certificate and Voucher program into the Housing Choice Voucher Program. (See Glossary for other terminology).

2. Definitions of Terms:

- A. Absorption: In portability, the point at which a receiving HA stops billing the initial HA for assistance on behalf of a portability family.
- B. ACC Reserve Account: An account established by HUD from amounts by which the maximum payments to the HA under the consolidated ACC during the KHA's fiscal year exceeds the amount actually approved and paid. This account is used as the resource of additional payments for the program.
- C. Adjusted Income: Adjusted Income means Annual Income less the following:
 - C.1. A deduction of \$480.00 for each Dependent.
 - C.2. A deduction of \$400.00 for any Elderly Family.
 - C.3. A deduction for Medical and/or Handicapped Assistance Expenses anticipated during the period for which Annual Income is computed will be given according to the following guidelines:
 - i. For any family that is not an Elderly family, but has a Disabled member other than the head of household, spouse, Handicapped

Assistance Expenses in excess of three (3%) percent of the Annual Income. The allowance may not exceed the employment income received by family members, 18 years of age and older, who are employed as a result of the assistance to the Disabled member.

a. A non-elderly family member is not entitled to a deduction for Medical Expenses.

ii. For any Elderly Family:

a. With no Handicap Assistance Expenses a deduction for Medical Expenses (not covered by insurance) which are in excess of three (3%) percent of Annual Income.

b. With Handicapped Assistance Expenses greater than or equal to three (3%) percent of Annual Income, an allowance for Handicapped Assistance Expenses computed in accordance with this section, plus an allowance for Medical Expenses which are not covered by insurance.

c. With Handicapped Assistance Expenses less than three (3%) percent of Annual Income, an allowance for the combined Medical and Handicapped expenses (not reimbursed by another source) which are in excess of three (3%) percent of Annual Income.

d. A deduction for child care expenses for the care of children under 13 years of age, but only where such are necessary to enable a family member to be gainfully employed or to further his/her education. The amount deducted shall reflect reasonable charges for child care and shall be allowed only to the extent that such amounts are not reimbursed. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

D. Adjusted Monthly Income: One-twelfth of Adjusted Income.

E. Administrative Fee: Fee paid by HUD to the HA for administration of the program.

F. Administrative Fee Reserve: Account established by the HA from excess administrative fee income. The administrative fee reserve can only be used for housing purposes.

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

- H. Annual Income: Annual 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, who is 18 years of age or older, including all net income derived from assets, for the 12-month period following the effective date of certification of income.
- I. Child Care Expenses. (See Adjusted Income).
- J. Citizen: A citizen or national of the United States.
- K. 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 Voucher program.
- L. Contract Rent: The total amount of rent specified in the Housing Assistance Payments Contract (HAP) as payable by the HA and the resident to the owner for an assisted unit.
- M. Dependent: A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a disabled person, or is a full-time student 18 years or older. An unborn child shall not be counted as a dependent.
- N. Dilapidated Housing Unit: For selection tracking and/or preference purposes, a housing unit is considered dilapidated if it does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or well-being of a family, or it has one or more critical defects, or a combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding. The defects may involve original construction, or they may result from continued neglect or lack of repair or from serious damage to the structure.
- O. Disabled Person: Per HUD definition, a person is considered disabled if:
 - O.1. The following Social Security disability definition is met, or
 - O.2. The individual has a developmental disability as described in the below subsection:
 - i. Section 223 of the Social Security Act defines disability as an inability to engage in any substantial gainful activity because of any physical or mental impairment that is expected to result in death, or has lasted or can be expected to last continuously for at least 12 months; or, for a blind person at least 55 years old, inability because of blindness to engage in any substantial gainful activities comparable to those in which the person was previously engaged with some regularity and over a substantial period.

- ii. A person who has a physical, mental or emotional impairment that:
 - a. Is expected to be of long, continued and indefinite duration;
 - b. Substantially impedes that person's ability to live independently; and
 - c. Is of such nature that such ability to live independently would be improved by more suitable housing conditions.
- iii. A developmental disability as defined in Section 102 (7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001 (7)) is a severe, chronic disability which:
 - a. Is attributed to a mental and/or physical impairment (or a combination of mental and physical impairments);
 - b. Is manifested before the person attains age twenty-two;
 - c. Is likely to continue indefinitely;
 - d. Results in substantial functional limitations in three (3) or more of the following areas of major life activities:
 - 1. Capacity for independent living;
 - 2. Self-Care;
 - 3. Receptive and Responsive Language;
 - 4. Learning;
 - 5. Mobility;
 - 6. Self-Direction;
 - 7. Economic Self-Sufficiency; and
 - e. Requires special, interdisciplinary, or generic care, treatment, or other services which are of lifelong or extended duration and are individually planned and coordinated.

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

Q. Drug-Related Criminal Activity: This term means:

Q.1. Drug-trafficking; or

Q.2. Illegal use, sale, distribution, use with the intent to manufacture, sell, distribute or use of a controlled substance [as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)].

Q.3. Persons evicted from any Section 8 program because of drug-related criminal activity are ineligible for admissions to the Section 8 program for a three (3) year period beginning on the date of such eviction.

- R. Drug-Trafficking: The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802).
- S. Elderly Family: A family whose head or spouse (or sole member is a person who is an Elderly Person (at least 62 years of age), Disabled Person (as defined in this Administrative Plan). It may include two (2) or more Elderly or Disabled Persons living together, or one (1) or more or such persons living with another person who is determined to be essential to his or her care and well-being.
- T. Eligible Immigration Status:
An immigration status is in one of the following categories:
- T.1. A noncitizen lawfully admitted for permanent residence, as defined by Section 101(a)(20) of the Immigration and Nationality Act (INA), as an immigrant, as defined by Section 101(a)(15) of the INA (8 U.S.C. 1101 (a) (20) and 1101(a)(15), respectively) (immigrants). (This category includes a noncitizen admitted under Section 210 or 210A of the INA (8 U.S.C. 1160 or 1161), (special agricultural worker), who has been granted lawful temporary resident status);
- T.2. A noncitizen who entered the United States before January 1, 1972, or such later date as enacted by law, and has continuously maintained residence in the United States since then, and who is not eligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under Section 249 of the INA (8 U.S.C. 1259);
- T.3. A noncitizen who is lawfully present in the United States pursuant to an admission under Section 207 of the INA (8 U.S.C. 1157) (refugee status); pursuant to the grant of asylum (which) has not been terminated) under Section 208 of the INA (8 U.S.C. 1158) (asylum status); or as a result of being granted conditional entry under Section 203(a)(7) of the INA (8 U.S.C. 1153(a)(7) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity;
- T.4. A noncitizen who is lawfully present in the United States as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest under Section 212(d)(5) of the INA (8 U.S.C. 1182(d)(5) (parole status);
- T.5. A noncitizen who is lawfully present in the United States as a result of the Attorney General's withholding deportation under Section 234(j) of the INA (8 U.S.C. 1253(h) (threat to life or freedom; or

T.6. A noncitizen lawfully admitted for temporary or permanent residence under Section 245A of the INA (8 U.S.C. 1255a) (amnesty granted under INA 245A).

U. Exception Rent: In the Voucher program, the HA adopts a payment standard up to the exception rent limit approved by HUD.

CHAPTER 7.

**RIGHT TO PRIVACY, CONFIDENTIALITY &
DISPOSITION OF RECORDS**

1. Right to Privacy: All adult members of both applicant and tenant households are required to sign a HUD Form 9886, Authorization for Release of Information/Privacy Act Notice and KHA's Consent for the Release of Information forms. The authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

2. Confidentiality: All client related information and documents are to be kept in strict confidence and are subject to the following criminal and civil penalties:
 - A. Criminal penalties – Any person who knowingly and willfully requests or obtains, under false pretenses, any wage and claim information concerning an applicant or participant from a State Wage Information collection Agency (SWICA) pursuant to this part, or who knowingly and willfully discloses any such information in any manner to an individual not entitled under any law to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000. The term “person” for purposes of this paragraph shall include an officer or employee of HUD, an officer or employee of any Public Housing Authority, and any owner (or employee of an owner) responsible for determining the ineligibility for or level of assistance.

 - B. Civil penalties – Any applicant or participant affected by:
 - B.1. A negligent or knowing disclosure of information referred to in section 904 of the McKinney Amendments or section 303 (i) of the Social Security Act about such person by an officer or employee of any Public Housing Authority or owner (or employee of an owner), which disclosure is not authorized by section 904, section 303 (i), or any implementing regulation, or
 - B.2. Any other negligent or knowing action that is inconsistent with section 904, section 303 (i), or any implementing regulation may bring a civil action for damages and such other relief as may be appropriate against any officer or employee of any Public Housing Authority or owner (or employee of an owner) responsible for any such unauthorized action. Authorized use of income information includes any use of the information determined by HUD, a Public Housing Authority, or an owner to be necessary for determining eligibility for or an owner to be necessary for determining eligibility for or level of assistance in a covered program and not prohibited by a Federal or State law. Jurisdiction of such a case is in the United States district court in the district in which the affected applicant or participant resides, in which the unauthorized action occurred, or in which the applicant or participant alleged to be responsible for the unauthorized action resides. Appropriate relief that may be ordered by the district court shall include reasonable attorney fees and other litigation costs.

C. Disposition of Records: The KHA will retain a copy of each resident's application for admissions to the Public Housing program in the resident's file. Any other occupancy information the KHA collects will be retained for at least three years or until audited by HUD, whichever occurs later. This would include data on current applicants and residents, and applications from people who were never admitted.

D. Confidentiality of Criminal Records:

- D.1. The KHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.
- D.2. If the family is determined eligible for initial or continued assistance, the criminal report shall be shredded as soon as the information is no longer needed for the eligibility or continued assistance determination and the KHA will document the date the report was destroyed.
- D.3. If the family's assistance is denied or terminated, the criminal record information shall be shredded immediately upon completion of the review or hearing procedures and a final decision has been made and the KHA will document the date the report was destroyed.

CHAPTER 8.

APPLYING FOR ADMISSIONS, APPLICATION VERIFICATION PROCESS & PACKET

1. Applicant Process:

- A. Application Verification & Receipt of Application: All applications will be received and placed on the waiting list while being processed for eligibility regarding and including verification of income, assets, preference, criminal history check, disability status, social security numbers and immigration status, and rental history check. These verifications will be required at the time of initial application submittal and definitely before any family is admitted under the program for assistance.
- A.1. All applications received will be placed on the open waiting list according to the date and time of application submittal.
- B. The applicant and/or live-in aide (care provider) must provide signed release of all household members 18 years of age and older, and complete income, asset, and preference information on the KHA's application form(s). All questions/items must be answered completely on the application and attached forms. This will be communicated to applicants when applications are being distributed.
- B.1. Completed applications will need to be submitted in person at the KHA administration office, 1915 West 4th Place * Kennewick, WA 99336, when the program waiting list(s) are open for application submittal, or for reasonable accommodations for persons with a disability, be submitted, via by mail.
- C. Limits on Who May Apply: When the waiting list is open, any family and including single family households may complete and submit an application. When the application is submitted to the KHA, it establishes the family's application date and time of submittal for placement order on the waiting list.
- D. Updating Application Changes: **All changes in information must be reported in writing by the applicant within ten (10) calendar days of the date of change, failure to report changes will result in application removal from the list.** This includes all types of changes such as address, phone number, income, family composition, rent payments, etc. When reporting any changes, which could possibly affect their preference request or status, the applicant will also need to submit along with their written notification/request, documentation verifying their requested preference. Applicants will need to provide the following in their written request:

Address: All applicants must provide the effective date of the change, their current address and phone number, and the name, address, and phone number of the new landlord;

Family: When adding a new child or household member, the KHA must know the full name, sex, date and place of birth, the Social Security number (if known), and citizenship status;

Preference: As with new applications, preference requests will be verified at the time of application submittal and most definitely at the time of admissions into the program for assistance.

- E. Pending Applications: All applications will be placed on the waiting list according to the information and documentation at the time of application submittal. Applications will be considered “pending” until all information is received and verified. Once verified, the application is considered “eligible” for admissions and housing.
- F. Verification of Preference: The applicant will be required to complete a preference request form and verify the preference they are requesting. If the applicant fails to provide the required verification within the time deadline or provides verification, which is inadequate, the preference will be denied by sending the applicant written notification. The applicant does have the opportunity to meet with the appropriate KHA staff regarding the denial of preference.
- G. Verification of Income, Assets and additional application verification “must be” less than 90 days old.
2. Non-Elderly Single Disabled Applicants: Those applicants receiving SSI or SS Disability (SSD) income can verify that they are disabled by providing verification from SS of the income they receive. Those applicants, who do not receive income from SSI or SSD, must have a health or service third party professional provide written verification documenting the applicant is disabled. If the health or service third-party professional certifies that the person does not qualify under the KHA’s definition as a disabled person, they will be placed on the waiting list as a non-elderly and not disabled applicant.
3. Homeless Applicants: The KHA does not have “emergency” housing assistance funding. To assist and track homeless families, any family at the time of seeking and submitting an application for housing must have a certifying agency complete the KHA’s Certificate for Substandard Housing form.
4. Suspension of Applications Due to Funding: If there is insufficient funding to admit all eligible applications for participation in the program, the KHA may at any time suspend the acceptance of processing of new applications or the addition of any new applicants on the waiting list. Any such suspension (and any subsequent reopening of applications) will be publicly announced by the KHA through publications in newspaper of general circulation, minority media, and by other suitable means.

CHAPTER 9.

**RECEIPT OF APPLICATION, DETERMINATION OF
ELIGIBILITY & MAINTAINING THE PROGRAM
WAITING LIST**

1. The KHA will accept applications from all families seeking housing assistance as long as the waiting list is open.

- A. Open Waiting List: Opening of the waiting list will be announced with a public notice stating applications for the Public Housing program will be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by available minority media. The public notice will state any limitations to who may apply.

The notice will also state for applicants already on a waiting list for other housing assistance programs must apply separately for the Public Housing program. The notice will include the Fair Housing logo and slogan and will be compliant with Fair Housing requirements.

If the waiting list is open, the KHA will accept applications from families unless there is good cause for not accepting the applications, such as denial of assistance because of action or inaction by members of the family or unavailable funding.

- B. Closed Waiting List: The KHA may close the open waiting list at any time and stop accepting applications if there are sufficient applicants to fill anticipated openings for the next 24 months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with the applicable civil rights laws.

The open period shall be long enough to achieve a waiting list that is adequate to cover projected turnover and new allocations over the next 24 months. The KHA will give at least three (3) days notice prior to closing the list. When the period for accepting applications is over, the KHA will add new applicants to the list as described in the following section.

The KHA will announce the closing of the waiting list by public notice as stated in the section above for “Open Waiting Lists”, unless otherwise specified of any limitations in the original notification of opening and closing of the waiting list.

2. Applications will be taken by a staff member of the KHA so as to bring forth more complete information. Any verifying documents which the applicant might have will be reviewed and notations made for the KHA’s use.
3. Eligibility Notification: Eligible and ineligible applicants will be notified promptly of their status. Ineligible applicants will be informed of the reason(s) why their application was found ineligible. Applicants who are entitled to an informing hearing to grievance their denial, will be informed of such hearing eligibility within their written notice. *See Grievance section for applicants who are eligible to a grievance hearing.

4. Establishing & Organization of the Waiting List: As a general rule, applicants who qualify for a Local Preference will be selected before applicants who do not qualify for a preference. Within the Local Preferences, applicants will be selected according to income where at least 40% of families selected will have annual incomes that do not exceed 30% of the areas median income for their family size. In addition, the KHA reserves the right to bypass the selection criteria system in very limited but urgent situations where families do not qualify for a preference. All situations will be verified as to the urgency of the applicant's housing needs and will only be approved by the Executive Director.
 - A. Applications will be controlled and classified as follows:
 - A.1. Time and date stamped as received;
 - A.2. Classified by:
 - i. Status;
 - ii. Unit Size required;
 - iii. Preference Category
 - B. The KHA will be responsible for determination of eligibility for program eligibility and admissions for determination of annual income, adjusted income and tenant rent, and for reexamination of family income and composition at least annually.
 - C. Establishing the waiting list:
 - C.1 Written applications on the KHA standard application form(s) will be accepted from all families seeking admissions into the program and a waiting list maintained of apparently eligible families. Unless application taking has been suspended, applications will be received during the posted hours, in person or by mail, at the KHA's administration office, 1915 West 4th Place * Kennewick, WA 99336.
 - C.2. All applications will be dated, time-stamped and processed to the extent necessary to determine whether the applicant is initially eligible. Applications will be organized on the program waiting list according to preference eligibility along with date/time of application submittal. The family will only be placed on the waiting list of programs for which they want to apply and which have units suitable for the applicant.
 - C.3. Primarily, applications will be received and placed on the waiting list according to the information and documentation at the time of application submittal. Applications will be considered "pending" until all information is received and verified. Once verified, the application is considered "eligible" for admissions and housing. The applicant will receive notification from the KHA that they are apparently eligible "pending" final verification and they will be require to submit any requested documentation/verification prior to being offered housing assistance. Upon receipt of all required verification/documentation, the application will be considered "eligible".

C.4. As the application constitutes the basic record for each family applying for program admissions and participation, all adult family members will be required to sign the appropriate forms certifying the information provided is accurate to the best of their knowledge. Prior to being offered housing assistance, the applicant will verify any information required by the KHA.

5. Purging the Waiting List and Applicant Check-In Policy:

- A. The KHA will update and purge its waiting list at least once annually and monthly to ensure the waiting list is current and accurate. The “annual” update/purging will be conducted by written correspondence by mail, asking and requiring applicant’s confirmation of continued interest and any household changes. *See Chapter 7.1.D regarding application Updating Application Change Requirement.
- B. Any applicant contact and application activity will be documented in the applicant file.

6. Families nearing the top of the waiting list:

- A. When a family appears to be within the top one (1) to ten (10) applicants on the waiting list placement and the KHA has an available unit, the families will be contacted and a final eligibility will be conducted for admissions (i.e., income, social security number, citizenship/immigration status, preference status).
- B. If the family no longer qualifies to be near the top of the waiting list, such as due to they are no longer eligible for a local preference, the family’s name will be returned to the bottom of the waiting list with suspension/removal of the preference and the family will be notified in writing of such action.

7. Removal of Applicants from the Waiting List:

- A. Any written correspondences by mailings to the applicant which require a response will state that failure to respond within ten (10) calendar days will result in removing the family’s application from the waiting list without further notice.
- B. An extension of ten (10) calendar days to respond will be granted, if requested and need a reasonable accommodation for a person with a disability.
- C. If a written correspondence notice to an applicant is returned by the Post Office, the family’s application will be removed without further notice, and the envelope and written notice will be maintained in the applicant’s file.
- D. If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless the Executive Director or his/her assigned designee determines. This is subject upon a case-by-case basis

- E. The KHA will not remove a family's application from the waiting list unless:
 - E.1. The applicant family requests that the name be removed;
 - E.2. The applicant does not meet either the eligibility or suitability criteria for the program.

- F. Missed Appointments:
 - F.1. All applicants who fail to keep a scheduled appointment with the KHA will automatically be removed from the program waiting list, without further notice.
 - F.2. The KHA will allow the applicant family to reschedule for good cause. No more than one (1) opportunity will be given to reschedule without good cause, and no more than one (1) opportunity will be given for good cause. When good cause exists for missing an appointment, the KHA will work closely with the applicant family to find a more suitable time.

CHAPTER 10.

**ELIGIBILITY FOR ADMISSION, HUD & KHA'S
ELIGIBILITY FACTORS**

There are eligibility requirements for admissions to the Section 8 Housing Choice Voucher Program. Applicants must qualify as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the KHA's screening criteria in order to be admitted to the Public Housing Program.

1. Eligibility Criteria. The KHA will admit, eligible low-income applicant/families who, at the time of admissions, meet all the following requirements:

To be eligible for participation, in addition, an applicant must meet HUD's criteria as any permissible additional criteria established by the KHA:

The HUD's eligibility criteria are [CFR 982.201(B)]:

- i. An applicant must be a "family";
- ii. An applicant must be within the appropriate Income Limits, whose annual family income does not exceed the most current approved lower income family limits in effect at the time of the lease. Income limits are published annually by HUD;
- iii. An applicant must provide/furnish Social Security Numbers for all family members age six and older;
- iv. An applicant must provide/furnish declaration of Citizenship or
- v. Eligibility Immigrant Status and verification where required, per 24 CFR Part 200 Subpart G;
- vi. At least one member of the applicant family must be either a U.S. Citizen or have eligible immigration status before the KHA may provide any rental assistance.

2. Family Status:

- A. The KHA accepts applications only from families whose head or spouse is at least 18 years of age or emancipated minors under State law.
- B. Family Composition: The applicant must qualify as a Family. A family may be a single person or group of persons, with or without child(ren). A group of persons consisting of two (2) or more elderly or disabled persons living together, or one (1) or more elderly or disabled persons living with one (1) or more live-in aides is a family. The KHA determines if any other group of persons qualifies as a "family:

- C. Family Composition Definition: A “family” includes a family with a child or children. A group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family. The KHA determines if any other group of persons qualifies as a “family”.
- C.1. A single person family may be:
- i. An elderly person;
 - ii. A handicap person;
 - iii. A person with a disability
- C.2. Individuals may not be considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence.
- C.3. A child who is “temporarily” away from the home because of placement in state foster care is considered a member of the family. The KHA will determine the status of “temporarily”. This provision only pertains to the foster child’s temporary absence from the home, and is not intended to artificially enlarge the space available for other family members.
- C.4. A family also includes:
Two or more persons who intend to share residency whose income and resources are available to meet the family’s needs and who have a history as a family unit or show evidence of a stable family relationship.
- C.5. Head of Household: The head of household is an adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a legally binding lease under State and local law. State emancipated minors who qualify under State law will be recognized as head of household.
- C.6. Spouse of Head: Spouse means the legal husband or wife of the head. For proper application of the Non-Citizens Rule, the definition of spouse is: “the marriage partner who, in order to dissolve the relationship, would have to be divorced. It includes the partner in a common law marriage. The term “spouse” does not apply to boyfriends, girlfriends, significant others, or co-heads.
- C.7. Co-Head: An individual in the household who is equally responsible for the legally binding lease with the Head of Household. A family may have a spouse or co-head, but not both. A co-head never qualifies as a dependent.

C.8. Live-In Aide/Care Provider:

- i. A family may include an approved live-in aide provided that such live-in aide:
 - a. Is determined by the KHA to be essential to the care and well being of an elderly person, or a person with a disability;
 - b. not obligated for the support of the person(s);
 - c. Would not be living in the unit except to provide 24 hour around the clock care for the person(s).
- ii. Live-in aide is treated differently than family members in that:
 - a. Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits;
 - b. Are not subject to Non-Citizen Rule requirements; May not be considered as a remaining member of the tenant family.
 - c. Relatives are automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.
 - d. A live-in aide may only reside in the unit with the approval of the KHA. The applicant or tenant must request to add a live-in aide to their lease and unit by submitting a written request, completing a Reasonable Accommodation form along with submitting a completed Reasonable Accommodation Verification Form must completed by a third party professional on behalf of the applicant and/or tenant. *See Section 2 Reasonable Accommodation for the required steps and forms to request such accommodation for a live-in aide. The verification must include the hours of care that is needed and will be provided to the applicant or tenant.
 - e. At any time, the KHA has the right and will refuse to approve a particular person as a live-in aide or may withdraw such approval if the person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program; a person who commits drug or criminal activity; if the person currently owes rent or other monies to the KHA or to another Public Housing Authority in connection with the Section 8 and or Public Housing assistance under the 1937 Housing Act.

- C.9. Split Households Prior to Voucher Issuance/Housing/Leasing:
- i. When a family on the waiting list splits into two (2) otherwise eligible families due to divorce or legal separation, and both families claim the same placement on the waiting list, and there is no court determination, the KHA will make the decision taking into consideration the following factors:
 - a. Which family member applied as ahead of household;
 - b. Which family unit retains the children or any disabled or elderly members;
 - b. Restrictions that were in place at the time the family applied for housing;
 - c. Role of domestic violence split;
 - d. Recommendations from a state social service agency.
 - ii. Documentation of these factors is the responsibility of the families. If either or both of the families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by the KHA.

C.10. Multiple Families in the Same Household: When families apply which consist of two families living together, (i.e., such as a mother and father, a daughter with her own spouse and children), if they apply as a family, they will be treated as a family unit.

- C.11. Joint Custody of Children: The following outlines the establishment of joint custody of children:
- i. Children who are subject to a joint custody agreement but live with one parent at least 55% of the time within a calendar year will be considered members of the household. To define 55% of the time is when the child(ren) are living with the parent for 201 days of the calendar year, which does not have to run consecutively, but on a consistent basis.
 - ii. When both parents are on the Waiting List and both are trying to claim the child(ren), the KHA will request a copy of the court awarded Parenting Plan to establish custodialship.

3. Income Limits: Applicant must be within the appropriate Income Limits [CFR 982.201(b), 982.353]; whose annual income does not exceed the Low Income Limits for admission or as set forth in the current schedule of HUD's Income Limits.

A. Targeting: Not less than 75% of the families admitted to the tenant based Section 8 program during the KHA's fiscal year must be of families whose annual income:

- A.1. Are 30% of the areas median income limits or less;
- A.2. Remaining 25% or higher families must qualify as very low income and not exceeding 50% of the areas median income limits;
 - i. A higher or lower percent (%) of area median income, if HUD determines a higher or lower percent (%) is necessary because of unusually high or low family incomes.

- ii. Exception: Admission of the following categories of families is not subject to targeting:
 - a. A low-income family that is continuously assisted under the 1937 Housing Act; or
 - b. A low-income or moderate income family that is displaced as a result of prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing as defined in 248.101.
 - iii. Portability: For initial lease-up at admission, families who exercise portability must be within the applicable income limit for the jurisdiction of the receiving PHA in which they want to live.
- 4. Social Security Numbers [CFR 5.216,5.218], for all family members age six (6) years and older prior to admission, if they have been issued a number by the Social Security Administration.
 - A. Persons who have not been issued a Social Security Number must sign a certificate that they have never been issued a Social Security Number;
 - B. Persons who disclose their Social Security Number but cannot provide certification must sign a certification and provide verification within sixty (60) days.
 - B.1. Failure to provide/furnish verification of Social Security Numbers is grounds for denial or termination of housing assistance.
- 5. Citizenship or Eligible Immigrant Status [CFR982.552(b)]: The KHA will verify each family member's citizenship or eligible immigration status. For eligibility, the family must have and are entitled to:
 - A. At least one member of the applicant family must be either a U.S. citizen or have eligible immigration status before the KHA may provide any financial assistance. Applicants that include no eligible members are ineligible for housing assistance.
 - B. Families which one or more member are determined ineligible will be given the option of receiving "prorated" housing assistance.
 - C. Individuals who are neither a U.S. Citizen or have eligible legal immigration status, may elect not to contend their status by completing the appropriate forms of non-contending.
 - D. Non-citizen students per CFR 5.522, are not eligible for housing assistance.
 - F. Applicants/participants may appeal the KHA's decision for immigration status. (See Chapter on Grievances & Hearing Procedures)
- 6. Evictions: A family will not be admitted to the program if any member of the family has been evicted from federally assisted housing for serious violation of the lease within the past **[5]** years.
- 7. Forms: A family will be denied admission to the program if any member of the family fails to sign and submit consent forms for obtaining information required by the PHA, including Form HUD-9886.

8. Additional Criteria for Eligibility For Admissions / KHA Criteria Factors: The KHA will apply the following criteria, in addition to the HUD eligibility criteria, as grounds for eligibility or denial of admission to the program:
- A. The family must not have violated any family obligation during a previous participation in the Section 8 program or any federal subsidized program for five (5) years “prior” to final eligibility determination, and upon the severity of the violation.
 - A.1. Exception: On a case-by-case basis the KHA at its discretion and by the final approval of the Executive Director, will determine the severity of any applicant or its family member that has a criminal record of engaging in any drug related or criminal activity. In addition, the KHA may make an exception, if the family member who violated the family obligation is not a current member of the household on the application.
 - B. Who do not owe rent or other amounts to the KHA or to another Housing Authority in connection with the Section 8 or Public Housing programs under the U.S. Housing Act of 1937;
 - C. Who, as a previous participation in the Section 8 Housing Choice Voucher Program, have not failed to reimburse the KHA or another Housing Authority for any claims paid to an Owner:
 - C.1. Rent, damages to the unit, or other amounts owed by the applicant/family to the Owner under the lease;
 - C.2. The family must pay any outstanding debt owed to the KHA, or another Housing Authority as a result of prior participation in any federal housing program before the KHA will consider admittance to the Section 8 Program on a case-by-case basis;
 - C.3. Vacancy payments.
 - D. Who have never committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
 - E. Who have not breached an agreement with the KHA to pay amounts owed to the KHA or another Housing Authority, or amounts paid to an Owner by an HA.
 - F. Who have not previously violated any family obligations under the program (See Chapter or Denial and Termination);
 - G. Who have not been previously evicted from the Public Housing program;
 - H. Who have not ever had Section 8 Voucher assistance terminated by a Housing Authority;

- I. A history of engaging in any criminal and/or drug activity by any household member involving, but not limited to, crimes of physical violence against persons, property and any other engaged criminal activity, including drug-related criminal activity that would adversely affect the health, safety, or living enjoyment and welfare of other tenants, surrounding neighborhood residents, staff or cause damage to a property premises; (See Chapter for Grievance & Hearing Procedures);
- J. Who have not engaged in threatening abusive or violent behavior toward KHA personnel;
- K. Who conform to the subsidy standards set forth in this Chapter of Eligibility of the Administrative Plan;
- L. Who do not have a conflict of interest as defined in the ACC; HAP Contract, Lease or other sections of the Administrative Plan;
- M. Who have not misrepresented any material facts during the application process. If the Authority determines after an applicant has been housed that such misrepresentation has occurred, the KHA will terminate the family's housing assistance payment and, if the applicable, charge retroactive rent subsidies that was paid on behalf of the family;
- N. Did not supply information or documentation required by the application process;
- O. Have failed to respond to a written request for information and/or verification or a request to declare their continue interest in the program as an applicant;
- P. A family member who is under the State's Sex Offender Registration Program for those members who are 18 years of age and older, including live-in aides/care providers. No individual registered within the lifetime or within the registration program (life-time or not) will not be eligible and denied for housing assistance within an assisted family and unit.
- Q. Any Family member has been convicted of manufacturing or producing methamphetamine, will be denied for life.
- R. Restrictions on assistance for participants who owe money to the public utility district and/or cannot maintain an account in their name because of outstanding debts.

9. TENANT SCREENING [24 CFR 982.307]

- A. The KHA **will not** screen family behavior or suitability for tenancy. The KHA will not be liable or responsible to the owner/landlord or other persons for the family's behavior or the family's conduct in tenancy.

- B. The KHA will provide, if a landlord submits a written request:
- B.1. The PHA will give the owner the applicant/family's current and prior address as shown in the KHA's records, the name and address (if known by the KHA) of the landlord at the applicant/family's current and prior address;
 - B.2. Request for the KHA to abstract criminal conviction records from the appropriate law enforcement agency or agencies. If the KHA receives criminal conviction records, the KHA will determine whether criminal action by a household member, as shown by such criminal conviction records, may be a basis for applicant screening, lease enforcement or eviction. The KHA will notify the owner whether the KHA has received any such criminal conviction records (per their request) and of its determination whether such records may be basis for applicant screening purposes, lease enforcement or eviction. ***The KHA will not disclose the household member's criminal conviction record or the content of that record to the owner.** [Part 5-General HUD Program Requirements, Subpart J-Access to Criminal Records & Information, 66 FR 28794 / 5.903(d) Owner Access to Criminal Records – (1) (ii-iii).
- C. The KHA will ask and request applicants to provide information demonstrating their ability to comply with HUD & KHA regulations and policies, such as but not limited to:
- C.1. A credit check of the head of household, spouse and any co-head members;
 - C.2. A criminal background check on all adult household members who are 18 years of age and older, including any live-in aides/care providers. This check will be made through law enforcement or other criminal background verification agency as allowed by HUD. Where the individual has lived/resided outside the local area of the KHA, the KHA may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC).
 - C.3. A check of the State's Lifetime Sex Offender Registration Program for each adult household member who is 18 years of age and older, including live-in aides/care providers. No individual registered within the lifetime or within the registration program (life-time or not) will not be admitted and found ineligible to the Section 8 Program.
 - C.4. KHA will contact any previous Housing Authority or agency on behalf of the applicant, who may or has received any prior or current federal housing assistance for past or current participation and eligibility status.
- D. Owner/Landlord Responsibility:
- D.1. The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before PHA approval of the tenancy, the

PHA will inform the owner that screening and selection for tenancy is the responsibility of the owner.

- D.2. The owner is responsible for screening families based on their tenancy histories, including such factors as:[24 CFR 982.307(a)(3)]:
- i. Payment of rent and utility bills;
 - ii. Caring for a unit and premises;
 - iii. Respecting the rights of other residents to the peaceful enjoyment of their housing
 - iv. Drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others; and
 - v. Compliance with other essential conditions of tenancy.

10. Changes in Eligibility Prior to Effective Date of the Contract and Leasing:
Changes that occur during the period between issuance of a voucher and lease up may affect the family's eligibility or share of the rental payment.
11. Ineligibility Notification:
Families who are determined to be ineligible will be notified in writing of the reason for denial and given an written notification if eligible for requesting an informal review (See Chapter on Grievance & Hearing Procedures).
12. Prohibited Admission Criteria Action [CFR 982.202(b)]:
- A. Admission to the program may not be based on where the family lives before admission to the program. Admission to the program may not be based on:
 - A.1. Where a family lives prior to admission to the program;
 - A.2. Where the family will live with assistance under the program;
 - A.3. Discrimination because members of the family are unwed parents, recipients of public assistance, or children born out of wedlock. discrimination because a family includes children;
 - A.4. Whether a family decides to participate in a family self sufficiency program; or
 - A.5. Other reasons as listed in the "Statement of Policies and Objectives", Fair Housing and Reasonable Accommodations Chapters.

CHAPTER 11.

GRIEVANCE & INFORMAL HEARING PROCEDURES

The following subsections outlines the purpose of the KHA's grievance and hearing procedures that is to set forth uniform procedures for the handling, maintenance and grievances and informal hearings of applicant and program participants. These procedures will assure that all applicant and participants are treated in a fair and equitable manner and are provided an avenue for reasonable grievances and hearings.

1. **"Grievance" Procedure for "Applicants"**: Informal Grievances are only provided for applicants who are denied from the program waiting list and assistance before the effective date of the Dwelling Lease. The KHA will give prompt written notice to any applicant who is found ineligible for admissions or is denied a preference.
 - A. The notice will contain a brief written statement of the reason(s) for the decision, and except as provided below; provide an opportunity for a grievance hearing to grievance the denial. The notice will contain:
 - A.1. The reason(s) they were found ineligible;
 - A.2. The procedure for requesting a grievance hearing if entitled to a grievance, if the applicant does not agree with the KHA' decision;
 - A.3. The time limit for requesting a grievance.
 - B. The KHA "must provide" applicants with the opportunity for a grievance of decisions denying:
 - B.1. Qualification for a preference;
 - B.2. Listing on the KHA's waiting list;
 - B.3. Participation in program, with the limitations as described below:
 - C. **"Grievance" Hearings for "Applicants" are "not available" for the following**:
 - C.1. Discretionary administrative determination by KHA;
 - C.2. General policy issues or class grievances;
 - C.3. Restrictions on assistance to applicants whose history includes any criminal activity, drug related, or activity that otherwise threatens the health, safety, or right to peaceful enjoyment of KHA's employees, tenants, guests, or neighbors, within five (5) years of the criminal and/or drug related act.
 - C.4. Determination of the family's unit size under KHA's occupancy Standards (Voucher Bd. Size);
 - C.5. Determination of a unit selected by applicant is not compliance with HQS,
 - C.6. Determination that a unit is not compliance with HQS because of family size or composition;
 - C.7. Restrictions on assistance for applicants who owe money to the KHA or another Housing Authority or owner/landlord;
 - C.8. Restrictions on assistance for applicants who owe money to the public utility district and/or cannot maintain an account in their name because of outstanding debts;
 - C.9. Restrictions on assistance to applicants who have been terminated from

- past assistance due to violations;
 - C.10. Determination not to grant approval to lease a unit under the program or to approve a proposed lease;
 - C.11. Determination not to grant approval for an extension or suspension of a Voucher term.
 - C.12. Establishment of the KHA's schedule of utility allowances for families in the program.
 - D. Restrictions on Assistance for Non-Citizens: Families denied assistance due to their immigration status will be advised of their right to request an appeal to the INS of the INS's verification results or request an informal review with the KHA in lieu of or upon completion of the INS appeal. The notice will also inform the applicant:
 - D.1. The reason for the denial;
 - D.2. That the applicant may be eligible for prorated assistance based on the number of family members with "eligible immigration status";
 - D.3. Of the time limits and procedures that must be followed when requesting an appeal to the INS and/or KHA;
 - D.4. That the assistance may not be delayed, denied or reduced until the INS appeal process concludes but that assistance may be delayed while awaiting outcome from the KHA's informal review process.
 - E. Other Rights: The applicant may exercise other rights if the applicant believes he/she has been discriminated against based on race, color, religion, sex, national origin, age, familial status, handicap or other protected status.
- 2. **"Procedures" Governing "Grievances" for "Applicants"**: A awarded a fair grievance hearing providing the basic safeguards of due process, which include the following:
 - A. All requests must be made in writing to the KHA within ten (10) calendar days from the date of the KHA's notification of denial for assistance/eligibility. The KHA has an Informal Hearing/Grievance form, to request such hearing. If the applicant fails to request such hearing within the request time limit requirement, the determination of denial/eligibility will be deemed final.
 - B. The grievance hearing will be scheduled promptly within an approximate ten (10) calendar days from the date the request was received by the KHA. No extensions or reschedules will be considered or granted except for rare extraordinary (hardship) reasons and shall be agreed to, in writing by both parties. If granted for an extension and/or a reschedule hearing date, only up to one (1) extension and/or reschedule will be granted for any circumstance.
 - C. Be held before a hearing officer; by the Executive Director or his/her assigned designee and/or along with the person who made or approved the decision under review;
 - D. Be held and conducted in the KHA administration office;

- E. Applicant/complainant will have the opportunity to examine, before the hearing, any KHA documents, including records and regulations relevant to the hearing. The applicant must submit their request in writing, at the scheduled time by the KHA, may copy such documents at applicant's expense. If KHA does not make the documents(s) available for examination in response to the applicant/complainant's reasonable request, the KHA may not rely on such documents(s) at the hearing;
- F. The right to a private hearing;
- G. The right to be present written and/or oral evidence and arguments in support of the applicant's eligibility or preferences to controvert KHA's evidence. KHA must have the opportunity to examine at the KHA's office before the hearing, any documents directly relevant to the hearing. KHA may copy any such documents at KHA's expense. Any document not made available to the KHA before the hearing, at least five (5) calendar days prior to the hearing, cannot be relied upon at the hearing. *This may be waived on a case-by-case basis, at the discretion of the Executive Director, to "reasonably" assist applicants who are elderly or disabled.
- H. A decision based solely on and exclusively upon the facts presented at the hearing;
- I. The right to cross-examine any witnesses upon whom the KHA intends to rely on, provided applicant gives 48 hours advance written notice to KHA of intent to cross-examine KHA's witnesses. If applicant fails to give such notice, the hearing officer will rely on the information in the applicant's file only.
- J. Additional Grievance Hearing Procedures:
 - J.1. The hearing officer may render a decision without a hearing if the hearing officer determines that the issue was previously decided in another proceeding;
 - J.2. If the applicant/complainant or KHA fails to present evidence or arguments to the hearing officer, the hearing officer may determine that the party has waived the right to a hearing. The applicant/complainant will be notified that a determination based on such waiver will not constitute a waiver of any right the applicant/complainant may have to contest the disposition of the grievance in an appropriate judicial proceeding;
 - J.3. At the hearing, the applicant must first show entitlement to the relief sought; KHA must then sustain the burden of justifying its conduct that is the subject of the complaint;
 - J.4. The hearing will be conducted informally. Relevant evidence may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer will require KHA, the complainant, council and any other participants or spectators to conduct themselves in an orderly fashion. Both the applicant/family and KHA may have a maximum of three (3) other persons attend the hearing.

Because of the serious nature of the hearing process, children will not be allowed in the hearing room unless serving as a witness.

Applicant/families are responsible for necessary childcare. Failure to comply with the hearing officer's directions to maintain order may result in being excluded from the proceedings or a decision adverse to the interests of the disorderly party and/or the granting or denial of the relief sought, as appropriate.

J.5. The KHA will reasonably accommodate persons with disabilities so they can participate in the hearing.

K. Hearing Officer's Decision:

K.1. The hearing officer will prepare a written decision, together with the reasons therefore, within an approximate ten (10) calendar days after the hearing and promptly mail a written decision to the applicant and KHA.

K.2. The decision will specify the names of the participants, hearing date, proposed disposition of the complaint and specific reasons therefore. A copy of such decision, with all names and identifying references deleted, will also be maintained on file by the KHA and may be available for inspection by a prospective complainant, his/her representative, or the hearing officer.

K.3. The hearing officer's decision will be binding on KHA unless the KHA Executive Director, reasonably determines and notifies the complainant the decision is contrary to applicable law, HUD regulations or requirements of the annual contributions contract between the KHA and HUD.

L. Judicial Review: A decision by the hearing officer or Executive Director, in favor of the KHA or which denies in whole or in part the relief requested by the complainant will not affect any rights the complainant in any judicial proceedings.

M. Amending the procedures governing Grievance Hearing for Applicants: The KHA reserves the right to amend these procedures. To amend this grievance procedure, the KHA will provide a 30-days notice of the changes and opportunity to present written comments. Such notice will be posted on each KHA bulletin board.

3. **"Procedures" Governing "Informal" Hearing for "Participants":** Section 8 participants are entitled to an "Informal" Hearing for eligible items as stated below.

A. The informal hearing procedure set forth herein has been adopted by the KHA Board of Commissions and is incorporated by reference in the Section 8 Lease and Occupancy Rules.

B. Copies of this grievance procedure shall be available for review to any interested party at the KHA administration office.

C. This informal hearing procedure shall be applicable, except as otherwise stated

herein, to all individual grievances between program participants and the KHA as defined in below, except that the KHA will exclude from the KHA grievance procedure any grievance concerning a termination of tenancy or eviction that involves:

- C.1. Any activity, not just criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the KHA's employee staff, other residents, guests, or neighbors;
- C.2. Any drug related criminal activity on or off the premises.

- D. This informal hearing procedure shall not be applicable for disputes between residents/participants not involving the KHA or to class action grievances. The informal procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the KHA's Board of Commissioners.

- E. This informal hearing procedure shall not be applicable to any KHA Public Housing resident.

- F. **"Informal" Hearings for "Participants" are "not available" for the following:**
 - F.1 Discretionary administrative determinations by the KHA;
 - F.2. General policy issues or class grievances;
 - F.3. Determination of the family's unit size under the KHA's occupancy standards (Voucher Bd. Size);
 - F.4. Establishment of the KHA schedule of utility allowances for families in the program;
 - F.5. KHA's determination that a unit selected by participant is not in compliance with HQS;
 - F.6. Determination that a unit is not compliance with HQS because of family size or composition;
 - F.7. Disputes between resident/participants not involving the KHA;
 - F.8. Efforts to initiate or negotiate changes between a resident or group of residents and the KHA's Board of Commissioners;
 - F.9. Determination not to grant approval for an extension or suspension of a Voucher term;
 - F.10. Determination by the KHA to exercise or not to exercise any right to remedy against the owner under a HAP Contract;
 - F.11. Determination not to grant approval to lease a unit under the program or to approve a proposed lease;
 - F.12. Restrictions on assistance for participants who owe money to the public utility district and/or cannot maintain an account in their name because of outstanding debts.

4. **Definitions:**

- A. **Complainant:** Any resident/participant whose grievance is presented to the KHA in accordance with the procedures set forth herein.

- B. Elements of Due Process: An eviction action or a termination of tenancy/participation in a State or local court in which the following procedural safeguards are required:
 - B.1. Adequate notice to the participant of the grounds for terminating the housing assistance;
 - B.2. Opportunity for the participant to examine all relevant documents, records and regulations of the KHA prior to the trial for the purpose of preparing a defense;
 - B.3. Right of the participant to be represented by counsel;
 - B.4. Opportunity for the participant to refute the evidence presented by the KHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the participant may have;
 - B.5. A decision on the merits.

- C. Informal Grievance: Any dispute which a participant may have with respect to the KHA action or failure to act in accordance with the individual participant lease or KHA regulations which adversely affects the individual participant's right, duties, welfare or status.

- D. Hearing Officer: A person selected in accordance with the procedures set forth herein to hear grievances/informal hearing and render a decision with respect thereto.

- E. Lease: Is the written legal agreement between the participant and the owner/landlord;

- F. Participant/Resident: The adult person(s) (other than a live-in aide/care provider):
 - F.1. Assisted family, head of household and remaining members of the head of household who resides in the unit, and who executed the lease with the owner/landlord;
 - F.2. Who resides in the unit, and who is the remaining head of household of the family residing in the unit.

- 5. **“Informal” Hearing Process for “Participants”**: Any grievance shall be presented and must meet the KHA's criteria as stated in the following subsections for an informal hearing, so that the grievance may be discussed and settled.
 - A. **“Procedures” Governing “Informal” Hearing “Participants”**: A request for an Informal Hearing will contain, so the participant be afforded a fair hearing providing the basic safeguards of due process which include the following:
 - A.1. All requests must be made in writing to the KHA within five (10) calendar days from the date of the KHA's notification of the act or failure to act (program violations) upon which the complainant bases his/her grievance.
 - A.2. The KHA has an Informal Hearing/Grievance form, to request such hearing. If the complainant/participants fails to request such hearing

within the request time limit requirement, the determination will be deemed final. The written request shall specify:

- i. The grievance;
 - ii. The reasons for the grievance;
 - iii. The action or relief sought.
- A.3. The informal hearing will be scheduled promptly within an approximate ten (10) calendar days from the date the request was received by the KHA. No extensions or reschedules will be considered or granted except for rare extraordinary (hardship) reasons and shall be agreed to, in writing both parties. If granted for an extension and/or a reschedule hearing date, only up to one (1) extension and/or reschedule will be granted for any circumstance.
- A.4. The informal hearing will be held before a hearing officer; by the Executive Director or his/her assigned designee and/or along with the person who made or approved the decision under review.
- A.5. Be held and conducted in the KHA administration office.
- A.6. Complainant/participant will have the opportunity to examine, before the hearing, any KHA documents, including records and regulations relevant to the hearing. The complainant/participant must submit their request in writing, at a scheduled time by the KHA, may copy such documents at their expense. If KHA does not make the documents(s) available for examination in response to the complainant/participant's reasonable request, the KHA may not rely on such documents(s) at the hearing;
- A.7. The right to a private hearing.
- A.8. The right to present written and/or oral evidence and arguments in support of the complainant/participant's act or failure to act upon which the complainant bases his/her grievance to controvert KHA's evidence.
- A.9. KHA must have the opportunity to examine at the KHA's office before the hearing, any documents directly relevant to the hearing. KHA may copy any such documents at KHA's expense. Any document not made available to the KHA before and prior to the hearing (at least five (5) calendar days), cannot be relied upon at the hearing. *This may be waived on a case-by-case basis, at the discretion of the Executive Director, to "reasonably" assist participants who are elderly or disabled.
- A.10. A decision based solely on and exclusively upon the facts presented at the hearing.
- A.11. The right to cross-examine any witnesses upon whom the KHA intends to rely, provided applicant gives 48 hours advance written notice to KHA of intent to cross-examine KHA's witnesses. If complainant/participant fails to give such notice, the hearing officer will rely on the information in the participant's file only.

B. Additional Informal Hearing Procedures:

- B.1. The hearing officer may render a decision without a hearing if the hearing officer determines that the issue was previously decided in another proceeding;

- B.2. If the complainant/participant or KHA fails to present evidence or arguments to the hearing officer, the hearing officer may determine that the party has waived the right to a hearing. The complainant/participant will be notified that a determination based on such waiver will not constitute a waiver of any right the complainant/participant may have to contest the disposition of the grievance in an appropriate judicial proceeding;
- B.3. At the hearing, the complainant/participant must first show entitlement to the relief sought; KHA must then sustain the burden of justifying its conduct that is the subject of the complaint/participant;
- B.4. The hearing will be conducted informally. Relevant evidence may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer will require KHA, the complainant/participant, council and any other participants or spectators to conduct themselves in an orderly fashion. Both the participant/family and KHA may have a maximum of three (3) other persons attend the hearing. Because of the serious nature of the hearing process, children will not be allowed in the hearing room unless serving as a witness. Families are responsible for necessary childcare. Failure to comply with the hearing officer's directions to maintain order may result in being excluded from the proceedings or a decision adverse to the interests of the disorderly party and/or the granting or denial of the relief sought, as appropriate.
- B5. The KHA will reasonably accommodate persons with disabilities so they can participate in the hearing.

C. Hearing Officer's Decision:

- C.1. The hearing officer will prepare a written decision, together with the reasons therefore, within an approximate ten (10) calendar days after the hearing and promptly mail a written decision to the participant and KHA.
- C.2. The decision will specify the names of the participants, hearing date, proposed disposition of the complaint and specific reasons therefore. A copy of such decision, with all names and identifying references deleted, will also be maintained on file by the KHA and may be available for inspection by a prospective complainant/participant, his/her representative, or the hearing officer.
- C.3. The hearing officer's decision will be binding, unless the KHA Executive Director, reasonably determines and notifies the participant/complainant the decision is contrary to applicable law, HUD regulations or requirements of the annual contributions contract between KHA & HUD

- D. Judicial Review: A decision by the hearing officer or Executive Director, in favor of the KHA or which denies in whole or in part the relief requested by the complainant/participant will not affect any rights the complainant/participant in any judicial proceedings.

- E. Amending the procedures governing Informal Hearings for Participants: The KHA reserves the right to amend these procedures. To amend this grievance procedure, the KHA will provide a 30-days notice of the changes and opportunity to present written comments. Such notice will be posted on each KHA bulletin board.

1. General:
 HUD guidelines require that KHA's establish subsidy standards for the determination of family unit size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards used for the unit size selected by the family must be within the minimum unit size requirements of HUD's Housing Quality Standards. This Chapter explains the subsidy standards, which will be used to determine the voucher size (family unit size) for various sized families when they are selected from the waiting list, as well as the KHA's procedures when a family's size changes, or a family selects a unit size that is different from the Voucher.

2. Determining Minimum Housing Standards: [24 CFR 982.402]
 - A. The KHA does not determine who shares a bedroom/sleeping room. In determining the proper bedroom size for each family, the following principles apply:
 - A.1. The occupancy standards must provide for the smallest number of bedrooms needed to house the family without overcrowding.
 - A.2. The occupancy standards must be applied consistently for all families of like size and composition.
 - A.3. The occupancy standards must be in compliance with the applicable HQS requirements, as well as State and local law.

3. The general principals/standards result in the following occupancy standards (See section below for possible exceptions to the standards):

<u>Voucher/Bedroom Size</u>	<u>Number of Persons in Household</u>	
	<u>Minimum Number</u>	<u>Maximum Number</u>
0 Bd.	1	2
1 Bd.	1	4
2 Bd.	2	6
3 Bd.	3	8
4 Bd.	5	10
5 Bd.	7	12
6 Bd.	9	14

4. General Housing Guidelines:

In addition to meeting the minimum-maximum general principals/standards as shown above, the following criteria shall “also” be utilized in determining the proper bedroom size assignment:

- A. Generally, no more than two (2) persons per bedroom.
- B. Husband and wife, significant other who has an adult relationship as a partner with the head of household or other adult member, shall share the same bedroom.
- C. Children of the same sex will share the same bedroom
- D. Every family member expected to reside in the unit, regardless of age, shall be counted as a person and will share the same bedroom, including:
 - D.1. Foster children/all other adults;
 - D.2. Children who are away at school but who will live with the family during school breaks.
- E. Children who are “temporary” out of the home due to “short-term” foster care placement, will be counted. The KHA at its discretion will determine the temporary status.
- F. In determining bedroom size, the KHA will not include the presence of an unborn child(ren) to pregnant woman, children who are in the process of being adopted, children whose custody is being obtained.
- G. Live-in aides/care providers will generally be provided a separate bedroom. No additional bedrooms will be provided for the attendant’s family members.
- H. Single person families will only be allocated one bedroom. If the family leases in an approved 0-Bd., the KHA will amend the family’s Voucher bedroom to a 0-Bd. for the Payment Standard.
- I. All standards in this policy relate to the number of bedrooms on the Voucher, not the family’s actual living arrangements.

5. Exceptions to Occupancy Standards: [24 CFR 982.403(a) & (b)]

- A. The KHA may grant exceptions from the occupancy standards if the family submits a written requests and the KHA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances. Exception may only be approved by the Executive Director or designee.

- C. The KHA will consider in granting an exception upon written request from the family for requesting a “Reasonable Accommodation” for family members with disabilities. (See Chapter on Reasonable Accommodations).
 - D. The KHA will not issue a larger voucher due to additions of family members other than by birth, adoption, marriage, or court-awarded custody.
6. Changes for Applicants
The voucher size is determined prior to the applicant “briefing” by comparing the family composition to the KHA occupancy standards. If an applicant requires a change in the voucher size, based on the requirements of the KHA occupancy standards, the above references guidelines will apply.
7. Changes for Participants
The members of the family residing in the unit must be approved by the KHA. The family must obtain approval of any additional family member before the new member occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the KHA within **10 calendar** days. Adults over the age of 18 are subject to the same screening procedures of an Applicant. The above referenced guidelines will apply.
8. Underhoused and Overhoused Families
- A. If a unit does not meet HQS space standards due to an increase in family size, (unit too small or too large), the KHA will issue a new Voucher of the appropriate size and assist the family in locating a suitable unit, if applicable.
9. Unit Size Selected/Where Unit Size Does Not Match the Voucher Size: [24 CFR 982.402(c)]
- A. The family may select a different size dwelling unit size than that awarded size on the Voucher. There are three (3) criteria’s to consider:
 - A.1. Subsidy Limitation: The family unit size as determined for a family under the KHA subsidy standard for a family assisted in the voucher program is based on the KHA’s adopted payment standards. The payment standard for a family shall be the *lower of*:
 - i. The gross rent amount; or
 - ii. The payment standard amount for the family unit size; or
 - iii. The payment standard amount for the unit size rented by the family.

- A.2. Unit Selection and Reassignment of Voucher Size:
- i. If a family leases a “smaller” unit (approved by the KHA) than what was awarded on the Voucher, the KHA will reassign the family’s Voucher bedroom size in accordance to the actual approved leased unit size.
 - ii. If a family leases a “larger” unit (approved by the KHA) than what was awarded on the Voucher, the KHA will not will reassign the family a Voucher based on the actual unit size.

B. Utility Allowance: The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's Voucher.

C. Housing Quality Standards: The standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table below. The levels may be exceeded if a room in addition to bedrooms and living room is used for sleeping.

HQS Guidelines for Unit Size Selected

<u>Unit Size</u>	<u>Maximum Number in Household</u>
0 Bd.	2
1 Bd.	4
2 Bd.	6
3 Bd.	8
4 Bd.	10
5 Bd.	12
6 Bd.	14

CHAPTER 13. PARTICIPANT/TENANT SELECTION & PREFERENCE

This chapter explains the 3 Local Preferences, which the KHA’s Board of Commissioners has adopted to meet local housing needs, defines the eligibility criteria for the preferences. The KHA will select families based on the following preferences and selection criteria:

1. Local Preferences: Given preference to applicants who are otherwise eligible for assistance and at the time they are seeking housing assistance, must meet one or more of the following to be eligible for a preference:
 - A. Rent Burden:
 - A.1. Paying more than 50% of their income for rent and utilities for at least ninety (90) days at the time of seeking housing assistance and/or commencing before they were selected from the program waiting list for housing assistance and admission into the program.
 - A.2. For the purpose of this preference, “Family Income” is gross monthly income as defined in the regulations;
 - A.3. The average monthly payments the family actually made for these utilities in the most recent 12-month period, or if information is not obtained for the entire period, the average of at least the past 3-6 months;
 - A.4. If the applicant pays their share of rent to a cohabitant and is not named on the lease, the KHA will require both verification from the landlord that the applicant resides in the unit, and verification from the cohabitant of the amount of rent paid by the applicant.
 - B. Worker Selection Preference:

Applicants with the head of household, spouse or co-head member will be given preference who at the time they are seeking housing assistance, is or has been employed at least part-time or more, consecutively for at least 180 days or at the time of admissions into the program.
 - C. Elderly, Disabled/Handicap Preference:

To insure the KHA does not discriminate on the basis of age or disability, the KHA will give the benefit of the working preference to applicant households whose head, sole member is disabled or age 62 years or older, or is receiving social security disability, or supplemental security income disability, or any other payments based on the individual’s inability to work.
2. Verifying Preferences: Preferences will be verified at the time an applicant is seeking housing assistance and before admission into the program.
 - A. Preference information on applications will be updated at least once annually, usually when the KHA is updating and purging their program waiting list. At this

time, the KHA will mail a preference verification letter to all applicants last known address, requesting verification of the applicant's preference being claimed, verified by a third party source. An applicant may request for a preference any time while they are on the waiting list. The request must be in writing and the applicant must submit the required verification of such preference being claimed.

3. Denial of Preference:

- A. Any applicant will not be granted and will be denied any local preference for 3 years from the date of eviction if the applicant has been evicted from assisted housing under the U.S. Housing Act because of drug related criminal activity (drug use or distribution) by any member of the applicant family
- B. Fraud: If an applicant makes false statements in order to qualify for a local preference, the KHA will remove the applicant from the waiting list.
- C. If the KHA denies a preference, the KHA will notify the applicant in writing of the reason(s) for the denial of the preference(s) and depending on the denial reason, the applicant may be entitled to an informal hearing. (See section on eligibility for grievances & informal hearings for applicants). If the denial was processed through a hearing and the denial was overturned, the applicant will be placed back on the waiting list according to their original application submittal date and time.

4. Deconcentration:

- A. It is the KHA's policy to provide for Deconcentration of poverty and encourage income mixing by bringing higher income families into lower income housing areas and lower income families into higher income housing areas. Toward this end, the KHA, at its discretion will skip families on the existing waiting list to reach other families with lower or higher income. The KHA will accomplish this in a uniform and non-discriminating manner.
- B. The KHA will affirmatively market our housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income residents will not be steered toward higher income developments.
- C. Approximately, beginning of each fiscal year, the KHA will analyze the income limits of families residing in all housing areas, identifying the income levels of census tracts in which all housing areas are located, and the income levels of the families on the waiting list. Based on this analysis, the KHA will determine the level of marketing strategies and Deconcentration incentives to implement.

- D. Deconcentration Incentives: The KHA may offer one or more incentives to encourage applicant families whose income classification would help meet the Deconcentration goals of a particular housing areas on a case-by-case basis. Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.
5. Resident Section and Assignment:
- A. Selection from the waiting list:
 - A.1. The KHA shall follow the statutory requirement that at least 75% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met, the KHA shall monthly and at least quarterly monitor the incomes of newly admitted (with the issuance of a Voucher) families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, the KHA will skip higher income applicant families on the waiting list to reach extremely low-income applicant families.
 - A.2. If there are not enough extremely low-income families on the waiting list the KHA will conduct outreach on a non-discriminatory basis to attract extremely low-income applicants to reach this statutory requirement.
6. Additional Resident Selection: The KHA will take into consideration the following for participant selection:
- A. Take into consideration the Deconcentration Policy;
 - B. Who owe monies to the KHA, another Housing Authority, or landlord/owner;
 - D. Give preference regarding the KHA's Local Preferences of Rent Burden, Worker Selection and of the Elderly, Disabled/Handicapped applicants;
 - E. Assure tenancy with a broad range of income in each of the KHA's housing areas without adoption of ranking preferences based on income range;
 - F. Assure that selection by the KHA among otherwise eligibility applicants is objective and reasonable;
 - G. Provide that a family that is on the KHA's Section 8 waiting list will not lose their place on that waiting list by applying separate for admissions to the KHA's public housing developments;
 - H. Be consistent with the KHA's responsibility as a public body;
 - I. Be in compliance with State, local, and Federal laws and regulations, including the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, and the provisions of the Annual Contributions Contract;
 - J. Not automatically deny admissions to a particular group or category of otherwise eligible applicants (i.e., unwed mothers, families with children born out of wedlock, etc.);
 - K. Be specific and describe in detail the criteria, standards, and preferences to be applied;
 - L. Provide for verification and documentation of information relevant to acceptant or rejection of an applicant.

7. Selections of Participants for the FSS Program: See Chapter 30; FSS Action Plan for the Family Self-Sufficiency Program (FSS) Program.

CHAPTER 14. VOUCHER ISSUANCE & BRIEFINGS [24 CFR 982.301, 982.302]

1. General:

The KHA's goals and objectives are designed to assure eligible families selected to participate are equipped with the tools and knowledge necessary to locate an acceptable housing unit. Families are provided sufficient knowledge and information regarding program policies and regulations and family responsibilities on how to achieve maximum benefit while complying with program requirements. When eligibility has been determined, the KHA will conduct a mandatory briefing to issue the family a Voucher and to ensure families know how the program works. The briefing will provide a broad description of owner and family responsibilities, KHA procedures, and how to lease a unit. The family will also receive a briefing packet, which provides more detailed information about the program including the benefits of moving outside areas of poverty and minority concentration. This Chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

2. Issuance of a Voucher: [24 CFR 982.204(d), 982.54(d)(2)]

- A. When funding is available, the KHA will issue Vouchers to applicants whose eligibility has been determined.
- B. The number of Vouchers issued must ensure the KHA stays within compliance of their awarded ACC amount, to a possible 100% lease-up.
- C. The KHA performs a monthly calculation **manually** to determine whether applications can be processed, the number of Vouchers that can be issued, and to what extent the KHA can over-issue (issue more Vouchers than the ACC budget allows to achieve lease-up).
- D. The KHA may over-issue Vouchers only to the extent necessary to meet leasing goals. If the KHA finds it has over-leased Vouchers for its ACC budget, it must adjust future issuance of Vouchers in order not to exceed the ACC budget limitations over the fiscal year.

3. Briefing Types & Required Attendance: [24 CFR 982.301]

- A. A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefings will be conducted in **groups/individual meetings**.
- B. Applicant/Family Contact: The KHA will contact the applicant by mail, informing their name is at the top of the waiting list, the KHA is scheduling a briefing to issue a the applicant's family a Voucher, and any the requirements for attendance.

- C. Briefings will be conducted in the English language. Applicants will be responsible for providing their own translator (an individual who is 18 years and older). If there is available Spanish or other language bilingual staff member who are available to translate, the KHA will provide the translation service. This will be the last option. (See Chapter 5 on the KHA's Translation Policy.)
 - D. The purpose of the briefing is to explain how the program works and the documents in the Voucher holder's packet to applicant/families so that they are fully informed about the program. This will enable them to utilize the program to their advantage, and it will prepare them to discuss it with potential owners and property managers.
 - E. The KHA will not issue a Voucher to an applicant family unless the household representative has attended a briefing and signed the Voucher.
 - F. Applicants who fail to attend their scheduled briefing, without prior notification and with good justifiable reason (approval from the KHA), will be granted and will be scheduled for the next scheduled briefing.
 - G. Failure to attend approved additional scheduled briefing be grounds for removal from the waiting list without further notice.
 - H. The KHA may conduct individual briefings to accommodate applicant families who are elderly and disabled, upon a written request by the applicant/family and approval of a written reasonable accommodation
4. Briefing Packet: [24 CFR 982.301(b)]
- A. When an applicant family attends a briefing, the family will be given a Voucher holder briefing packet. The documents and information provided in the briefing packet for the Section 8 Voucher program will comply with all HUD requirements. The PHA also includes other information and/or materials, which are not required by HUD.
 - B. Each Briefing Packet will contain:
 - B.1. The term of the Voucher (expiration time frame);
 - B.2. KHA policy for requesting extensions or suspensions of the voucher;
 - B.3. A description of the method used to calculate:
 - i. Housing Assistance Payment for a family;
 - ii. Determination of the Payment Standard for a family;
 - iii. Determination of the Total Tenant Payment (TTP) for a family;
 - iv. Information on the Payment Standard and Utility Allowance schedule are calculated;
 - v. How the KHA determines the Maximum Allowable Rent for an assisted unit.

- B.4. Where the family may lease a unit.
 - i. For renting a dwelling unit inside or outside the KHA's jurisdiction.
 - ii. Eligible types of housing;
 - iii. KHA will assist a family in locating a unit by providing lists of owners interested in leasing on the Section 8 Program;
 - iv. Explain in detail the applicant family has the right to select any eligible unit within the KHA's jurisdiction.
- B.5. Information to applicant family that qualifies to lease a unit outside the KHA jurisdiction under portability procedures. The packet must include:
 - i. An explanation of how portability works;
 - ii. For provisions on disapproval or portability (refer to CFR 982.552);
 - iii. KHA will not discourage the family from choosing to live anywhere in the KHA's jurisdiction, or outside the KHA's jurisdiction under the portability procedures.
- B.6. Rental Book Listing: A listing of owners/landlords who are interested in leasing on the Section 8 Program;
- B.7. Request for Tenancy Approval Form, description of and use of form;
- B.8. KHA Occupancy Standards & Unit Size;
- B.9. KHA Payment Standards and Unit Size;
- B.10. Information on Housing Quality Standards (HQS) procedures for applicant family and owner inspections;
- B.11. Section 8 Dwelling Lease;
- B.12. The HUD required Tenancy Addendum (must be included in the lease);
- B.13. HUD & KHA forms required (including the fact that the family must obtain copies of the HQS, Lease, and other pertinent forms or documents on request);
- B.15. Information on the KHA's Grievance and Informal Hearing Procedures for applicants and participants;
- B.16. Information on Terminations of tenancy and family obligations;
- B.17. Requirements for reporting household changes (i.e., income, composition);
- B.18. Information on Penalties for perjury, misrepresentation, fraud;
- B.19. The HUD brochure on how to select a unit "A Good Place to Live" and HQS Guidelines handout.
- B.20. Security Deposit;
- B.21. Information on Lead-Based Paint;
- B.22. Information on Fair Housing (pamphlet and application);
- B.22. Reasonable Accommodations for disabled applicant families. KHA will provide assistance in locating accessible units and a list of available accessible units known to the KHA.
- B.23. The Family Self Sufficiency (FSS) Program and its advantages.

5. Unit Transfer/Move Briefing:
 - A. A unit transfer/move briefing will be held for participants who will be re-issued a Voucher to move, who have given proper notice of intent to vacate to their owner/landlord and who is in good standings. This briefing includes incoming and outgoing portable families.
 - B. A preliminary move-out inspection may be required and scheduled at the time the intent to vacate notice is given to the KHA, or if the owner/landlord and/or participant requests a move-out inspection, or if ninety (90) calendar days has lapsed since their last inspection. The Voucher will not be re-issued until the preliminary move-out inspection has passed. The KHA will not provide continued assistance until the unit passes the move-out inspection.
 - C. A participant will not be allowed to move, port their assistance if the participants is not in “good standing” with the KHA or owner/landlord.
6. Encouraging Participation in Areas Without Low-Income or Minority Concentration:
 - A. At a briefing, families are encouraged to search for housing in non-impacted areas and the KHA will provide assistance to families who wish to do so.
 - B. The assistance provided to such families includes:
 - B.1. Providing families with a search record form to gather and record information, along with providing the Rental Book;
 - B.2. Direct contact with landlords;
 - B.3. Counseling with the family.
7. Fair Housing: The KHA has available Fair Housing pamphlet and application/complaint form for those applicants and participants who feel they have been discriminated against. KHA staff will reasonably assist applicants and participants on how to submit a complaint.
8. Security Deposit Requirement: [24 CFR 982.313]
 - A. The owner is not required to but may collect one (1) security deposit from the tenant. Security deposits charged to families may be any amount the owner wishes to charge, subject to the following conditions:
 - A.1. Security deposits charged by owners may not exceed those charged to unassisted tenants and may not exceed one month's contract rent;
 - A.2. For lease-in-place families, responsibility for first and last month's rent is not considered a security deposit issue. In these cases, the owner should settle the issue with the tenant prior to the beginning of assistance.

9. Term of the Voucher: [24 CFR 982.303, 982.54(d)(11)]
- A. During the briefing session, each household will be issued a Voucher, which represents a contractual agreement between the KHA and the applicant family specifying the rights and responsibilities of each party. It does not constitute admission to the program, which occurs when the lease and contract become effective.
- B. Expiration:
- B.1. The Voucher is valid for a period of at least sixty (60) calendar days from the date of issuance.
- B.2. The family must submit a Request for Tenancy Approval and lease within the sixty-day (60) period unless, an extension has been granted by the KHA.
- B.3. If the Voucher has expired, and has not been extended by the KHA or expires after a granted extension, the family will be denied assistance.
- i. The family will not be entitled to a review or hearing;
- iii. If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect.
- D. Suspension:
- A. When a Request for Tenancy Approval is received, the KHA **will not** deduct the number of days required to process the request from the sixty (60) day term of the Voucher.
- E. Extensions:
- E.1. If an applicant submits a written request for an extension, before the sixty (60) day expiration date, with documentation that supports a good cause to extend the Voucher and with KHA approval, the Voucher may be extended for an additional thirty (30) days. Giving the Voucher term a total of a ninety (90) day term. Such conditions that may grant an extension but not limited to:
- i. 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-day period. Verification/documentation will be required.
- ii. The PHA is satisfied that the family has made a reasonable effort to locate a unit, including seeking the assistance of the KHA, throughout the initial sixty (60) day period. A completed search record will be record to document in the applicant/participant file.

- E.2. The KHA will extend a Voucher term up to a total 120 days from the beginning of the initial term if:
 - i. The family needs, submits a written request and is approved for an extension as a reasonable accommodation to make the program accessible to families with member(s) with a disability.
 - ii. For an approved reasonable accommodation, if the family needs an extension beyond the 120 days, the KHA must receive approval from the HUD field office.

10. Voucher Issuance Determination for Split Households: [24 CFR 982.315]

- A. In those instances when a family assisted under the Section 8 program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court system, the Executive Director or his/her designee shall consider the following factors to determine which, or if any of the families will continue to be assisted:
 - A.1. Which of the two new family units has custody of dependent children;
 - A.2. Which family member was the head of household when the Voucher was initially issued (listed on the initial application);
 - A.3. The composition of each family's structure, and which unit contains elderly or disabled members;
 - A.4. Which family members remain in the unit.
- B. Documentation of these factors will be the responsibility of the requesting parties. If documentation is not provided, the KHA will terminate assistance on the basis of failure to provide information necessary for a recertification.

11. Remaining Member of the Tenant Family – Retention of the Voucher: [24 CFR 982.315]

- A. To be considered the remaining member of the participant/tenant family, the person must have been previously approved by the KHA to be living in the unit. A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.
- B. In order for a minor child to continue to receive assistance as a remaining family member the following must apply:
 - B.1. The court has to have awarded emancipated minor status to the minor, or
- C. If the remaining family member is an adult all attempts will be made to have the former voucher holder "sign over" the voucher to the remaining adult. When this is not possible (due to death, incarceration, etc.) the KHA, at the Executive Director's discretion, he/she will make the determination to give or not to give the Voucher to the remaining adult family member.

- D. If the KHA approves for a remaining family to maintain the subsidy Voucher and a reduction in family size has occurred, the KHA will modify the Voucher bedroom size in accordance with the KHA's Occupancy Standards per unit size compliance.
- i. The reduction in the Voucher size will be made effective immediately by conducting an interim reexamination or at the next scheduled annual reexamination, whichever comes first and is not to exceed sixty (60) days after the occurrence the modified composition of the family for request to issue remaining family member the subsidy.

CHAPTER 15. VERIFICATION & DOCUMENTATION

[24 CFR Part 5, Subparts B, D, E and F; 982.158; 24 CFR 5.617]

1. General Information:

- A. As a condition of admission to, or continued assistance under the Section 8 Housing Choice Voucher Program, the KHA will verify information relating to eligibility for waiting list, preference(s), and admissions. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide/care provider and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers, and citizenship/eligibility noncitizen status. Age and relationship will be verified in those instances where needed to make a determination of level of assistance (i.e., Voucher bedroom size, etc.).
- B. The KHA shall require the family head of household and other such family members as it designates to execute a release of a consent form authorizing the KHA to contact current or previous employers to verify employee salary and wage information; to request wage and claim information from State agencies responsible for administration of State unemployment law, and law enforcement agencies for criminal activity verification. The KHA shall also require the family to submit, directly to the KHA , any additional documentation determined to be necessary. Information or documentation shall be determined to be necessary if it is required for purposes of determining or auditing a family's eligibility to receive housing assistance, for determining the family's annual income, adjusted income, or tenant rent, for verifying related information (including qualification for a federally-mandated selection preference), or for monitoring compliance with equal opportunity requirements. The use or disclosure of information obtained from a family or from another source pursuant to this release and consent shall be limited to purposes directly connected with administration of the Public Housing program. The KHA shall maintain documentation of all verification efforts for at least three (3) years from the effective date of the admissions or recertification.

2. Acceptable Methods of Verification and Time Allowed:

- A. The KHA will verify information through the four (4) methods of verification acceptable to HUD in the following of: 1) Third-Party Written; 2) Third-Party Oral; 3) Review of Documents; 4) Certification/Self-Declaration.

- B. The KHA will allow two (2) weeks for return of third-party verifications and two (2) weeks to obtain other types of verifications before going to the next method. The KHA will document the file as to why third-party written verification was not obtained or used.
- C. For applicants and continued assisted families, the verification may not be more than ninety (90) days old at the time of determining eligibility or continued assistance from the date of receipt.
- D. Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family at the time of application submittal and before housing. For citizenship, the family's certification will be accepted (or for citizenship documentation such as listed below will be required). Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.
- E. Other information will be verified by third-party verification. This type of verification includes written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the KHA or automatically by another government agency, i.e., the Social Security Administration. Verification forms and reports received will be contained in the applicant/resident file. Oral third party documentation will include the same information as if the documentation had been written, i.e., name, date of contact, amount received, etc.
- F. When third party verification cannot be obtained, the KHA will accept documentation received from the applicant/tenant, hand-carried documentation will be accepted if the KHA has been unable to obtain third party verification in a 2-week period of time. Photocopies of the documents provided by the family will be maintained in the applicant/tenant file.
- G. When neither third party verification nor hand-carried verification can be obtained, the KHA will accept a notarized statement signed by the head of household, spouse or co-head. Such documents will be maintained in the file.

3. Types of Verification:

- A. Third-Party (independent) verification is to be used whenever possible since it provides the most reliable results. The third-party must be able to reliably verify the statements of the applicant or residents.
 - A.1. Written third-party verification: Is the preferred method of verification. The KHA is requesting this information and include a release and consent statement signed by the applicant or resident. The KHA shall send verification forms directly to the third-party, not through the applicant or resident.

- A.2. Oral third-party is the next most acceptable form of verification, if written third-party is not feasible. Such verification shall be a written record of a contact made with the appropriate third-party, either in person or by telephone. This written record shall document the facts obtained, the time and date of the contact, the specific party who provided the information, etc., and shall be completed and signed by the appropriate KHA staff person.
- A.3. Other:
 - i. Verification received electronically directly from the source are considered third-party written verification.
 - ii. Third-party verification forms can be hand-carried by the family member on a case-by-case basis, but must be returned by mail.
 - iii. The KHA will accept verifications in the form of computerized printouts delivered by the family from the following state/federal agencies:
 - a. Social Security Administration
 - b. Veterans Administration
 - c. Welfare Assistance (CSO)
 - d. Unemployment Compensation Board
 - e. City or County Courts

B. Review of Documents:

- B.1. In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third party within 4 weeks, the KHA will annotate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.
- B.2. Other acceptable form of verification, particularly if third-party verification is impossible or delayed, or if the information does not require third-party verification. Such verification may take the form of:
 - i. Copies of documents (unless copying is prohibited by law) or the documents themselves
 - ii. Written records of the facts obtained by viewing the appropriate documents, including time and date document was viewed, and signed and dated by the appropriate KHA staff person.
- B.3. The KHA will accept the following documents from the family provided the documents is such that tampering would be easily noted:
 - i. Printed wage stubs
 - ii. Computer print-outs from the employer;
 - iii. Signed letter (provided the information is confirmed by phone)
 - iv. Other documents noted in this chapter as acceptable verification
- B.4. The KHA will consider faxed and photo copied documents if the source came directly from an employer, state or federal agency.

- B.5. If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the KHA will utilize the third- party verification.
 - B.6. The KHA will not delay the processing of an application beyond thirty (30) calendar days because of a third party information provider does not return the verification in a timely manner.
- C. Self-Certification/Self-Declaration:
- C.1. When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification.
 - C.2. Self-certification means a statement under penalty of perjury.
- D. ComputerMatching :
- D.1. The KHA will utilize the established computer-based Tenant Eligibility Verification System (TEVS) tool for obtaining Social Security benefits, Supplemental Security Income, benefits history and resident income discrepancy reports from the Social Security Administration.
 - D.2. When computer matching results in a discrepancy with information in the KHA records, the KHA will follow up with the family and verification sources to resolve this discrepancy. If the family has unreported income or underreported income, the KHA will follow the procedures in the Chapter of Repayment Agreements.
4. Acceptable Forms of Verification: The following represents a non-exclusive list of possible forms and sources of verification which the KHA may when verifying income, assets, deductions/allowances, preferences status, and other factors.
- A. Income Verification:
- A.1. When verifying information related to income, the KHA must be certain that the verification information it received from any third-party verification sources is sufficient to project income for the 12 month period following the effective date of the income examination/reexamination. To this end, verification forms used must, at a minimum, indicate:
 - i. Amount and frequency of apply or benefit;
 - ii. Effective date of last pay or benefit increase;
 - iii. Probability of, and effective date of, any anticipated pay or benefit
 - a. Employment Income
 - 1. Employment verification forms (with a release signed by the family) completed by the employer.
 - 2. Oral (telephone or in-person) contact with the employer with information obtained properly documented by the KHA.
 - 3. Check stubs or earning statements showing employer, gross pay per pay period, and frequency of pay.

4. W-2 forms, where the applicant or resident has had the same job for at least two years and where pay increases can be accurately projected on such historical information. This source must, if possible, be used for self-employed persons.
 5. Self declaration, including notarized statements, affidavits, or income tax returns signed by the applicant or resident which describes source of self-employment and amount of income, or income from tips and other gratuities.
- b. Income Maintenance Payments, Benefits, or Income Other Than Wages (including Social Security, Pension, Supplementary Security Income (SSI) Disability Income)
1. Benefit verification form (with a release signed by the family) completed by the agency or entity providing the benefits.
 2. Award or benefit notification letters prepared and signed by the authorizing agency or entity.
 3. Oral (telephone or in-person) contact with the agency or entity, with information obtained documented by the KHA.
 4. Current benefit check or copy of recent check with necessary information such as date, amount, and check number recorded by the KHA, or copies of validated bank deposit slips, or copies of bank statements where such income is automatically deposited. *Caution: this method will not necessarily provide the gross amount of the benefit if the applicant or resident has any deductions made for Medicare insurance. If benefit verification forms or award letters cannot be obtained, then the current amount of the Medicare premium as confirmed by the Social Security Administration must be added to the face amount of the check.
- c. Unemployment Compensation:
1. Verification form (with release signed by the family) completed by the unemployment compensation board or agency.
 2. Oral (telephone or in-person) contact with the unemployment compensation board or agency, with information obtained properly documented by the KHA.
 3. Records from the unemployment compensation office stating payment dates and amounts received (including computer-generated records).

4. Current unemployment check or copy of recent check with necessary information such as date, amount, and check number recorded by the KHA, or copies of validated back deposit slips. *Caution: this method will not necessarily provide the gross amount of the benefit.
- d. Welfare/Public Assistance Payments:
1. Verification form (with release signed by the family) completed by the public assistance agency indicating type and amount of assistance family is now receiving, and any changes in assistance expected during the next 12 months.
 2. Award or benefit notification letters prepared and signed by the public assistance agency indicating type and amount of assistance family is now receiving, and any changes in assistance expected during the next 12 months.
 3. Oral (telephone or in-person) contact with the agency, with information obtained documented by the KHA.
 4. Current benefit check or copy of recent check with necessary information such as date, amount, and check number recorded by the KHA. *Caution: this method will not necessarily proved the gross amount of benefit.
- e. Alimony or Child Support Payments:
1. Verification form (with release signed by the family) completed by the individual from whom the income is received or from the appropriate court indicating amount and frequency of support payments, and any changes in payments expected during the next 12 months.
 2. Oral (telephone or in-person) contact with the appropriate court, or the individual from whom the income is received, with information obtained properly documented by the KHA.
 3. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedule.
 4. Current check or copy of recent check with necessary information such as date, amount, and check number recorded by the KHA, or copies of validated bank deposit slips, or copies of bank statements where such income is automatically deposited.

5. Applicant or resident's notarized statement or affidavit of amount received, or that support payments are not being received, and that the applicant or resident has made an effort to collect support payments, including filing with courts or appropriate agencies responsible for enforcing such payments. *Note: If the KHA has third-party verification, which indicates that support payments should be received, yet the applicant or resident contends otherwise, additional verification will be required to support their contention.
- f. Net Income from a Business: The following forms of verification represent income for prior years. The KHA will consult with the applicant or resident and use this data to estimate income for the 12 months following the effective date of the income examination/reexamination.
 1. IRS Income Tax return (IRS Form 1040), including any of the following:
 - Schedule C (Small Business)
 - Schedule E (Rental Property Income)
 - Schedule F (Farm Income)
 2. Audited or unaudited business financial statements;
 3. Loan application listing income derived from the business during the previous 12 months.
 4. Applicant or resident's notarized statement or affidavit as to net income realized from the business during previous years.
- g. Regular Contributions and Gifts:
 1. Notarized statement or affidavit signed by the person providing the assistance. Must give purpose of contribution/gift, frequency, and value.
 2. Notarized statement or affidavit signed by applicant or resident receiving the assistance. Must give purpose of contribution/gift, frequency, and value.
- h. Scholarships, Grants and Veterans Administration Benefits:
 1. Verification form (with release signed by the family) completed by the financial aid office or other scholarship source indicating the amount of scholarship, grant, or benefit award(s), along with the source's estimate of student attendance costs (i.e., tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses) and what portion of the scholarship is made available for attendance costs and general living expenses.

2. Oral (telephone or in-person) contact with the financial aid office or other scholarship source, with information obtained properly documented by the KHA.
 3. Copy of the award letter provided by the financial aid office or other scholarship source indicating the amount of the scholarship, grant, or benefit award(s), along with the source's estimate of student attendance costs, and what portion of the scholarship is made available for attendance and general living expenses.
 4. If no other verification is available, copy of the latest benefit check (if benefits are paid directly to the student), along with applicant or resident notarized statement or affidavit indicating what portion (if any) of the award is made available for general living expenses.
- i. Asset and Asset Income Verification:
1. Family Assets Now Held: For non-liquid assets, the KHA shall collect enough information to determine the net cash value of the asset (the value of the asset after deducting reasonable costs that would be incurred in disposing of the asset).
 - i. Verification forms, letters, or documents (with a release signed by the family) from the appropriate financial institution, broker, real estate agent, etc.
 - ii. Oral (telephone or in-person) contact with appropriate financial institution, broker, real estate agent, etc., with information obtained properly documented by the KHA.
 - iii. Passbook, checking account statements, certificates of deposit, bonds, or financial statements completed by the appropriate financial institution or broker.
 - iv. Quotes (written or oral) from attorneys, bankers, stockbrokers, or realty agents as to net amount family would receive if they liquidated securities or real estate.
 - v. Real estate tax statements, if tax authority uses approximate market value, indicating current market value of real property along with information from the appropriate financial institution of any outstanding indebtedness.

- vi. Copies of closing sales documents which indicate the selling price of the real property, the distribution of the sales proceeds, and net amount to the borrower.
 - vii. Appraisals of personal property held as an investment.
 - viii. Applicant or resident notarized statement or signed affidavits describing the assets, or indicating amounts held at their home or in safe deposits boxes.
- j. Assets Disposed of for Less than Fair Market Value:
- 1. For all income examinations and reexaminations, the family must certify as to whether any member has disposed of assets for less than fair market value during the two (2) years preceding the effective date of the income examination and/or reexamination.
 - 2. If the family certifies that any member did dispose of assets for less than the fair market value, the family must execute a certification that shows:
 - i. All assets disposed of for less than fair market value;
 - ii. The date they disposed of the assets;
 - iii. The amount the family received for the asset;
 - iv. The assets' market value at the time of disposition.
- k. Savings/Checking Account Interest and Dividend Income:
- 1. Verification forms (with a release signed by the family) from the appropriate financial institution, insurance company, etc.;
 - 2. Oral (telephone or in-person) contact with the appropriate financial institution, insurance company, etc., with information obtained properly documented by the KHA.
 - 3. Current account statements, bank passbooks, certificates of deposit, etc., as long as the records contain sufficient information (such as current rate of interest) and are signed by the financial institution.
 - 4. Broker's quarterly statements showing value of stocks or bonds, and the earnings credited the applicant/resident.

5. If using an IRS Form 1099 from the financial institution, the KHA shall adjust the information to project earnings expected for the next 12 months.
- l. Interest Income from Sale of Real Property Pursuant to a Purchase Money Mortgage, Installment Sales Contract, or Similar Arrangement:
 1. A verification form (with a release signed by the family), completed by an accountant, an attorney, a real estate broker, the buyer, or a financial institution stating interest due for the next 12 months.
 2. Oral (telephone or in-person) contact with an attorney, a real estate broker, the buyer, or financial institution, with the information obtained properly documented by the KHA.
 3. Copy of the amortization schedule showing interest to be received for the 12 months following the effective date of the income examination and/or reexamination.
 4. Copy of the check paid by the buyer to the applicant or resident is not sufficient as verification since appropriate breakdowns of interest and principal are not included.
 - m. Rental Income from Property Owned by the Applicant or Resident:
 1. IRS Form 1040 with Schedule E (Rental Income).
 2. Copies of current or recent rent checks, leases, utility bills, insurance premiums, bank statements or amortization schedules showing outstanding indebtedness a monthly principal an interest payments; and copies of any other relevant expenses for which the applicant or resident is responsible.
 3. Written or oral (telephone or in-person) verification received from the party from whom the rental income is received, along with written or oral verification form the appropriate sources with written or oral verification from the appropriate sources to confirm any expenses for which the applicant or resident is responsible in renting the property, such as utilities, real estate taxes, maintenance, insurance, principle and interest payments where outstanding indebtedness on the property exists, and any other relevant data.

- n. Verification of Deductions and Allowances:
 - 1. Full-Time Student Status:
 - ii. A verification form (with release signed by the family) from the registrar's office, or appropriate school official, or from a Veteran's Administration office.
 - ii. Oral (telephone or in-person) contact with the registrar's office, or appropriate school official, or Veterans' Administration office, with the information obtained properly documented by the KHA.
 - iii. School records indicating enrollment, such as paid fee statements, indicating a sufficient number of credits to be considered a full-time student according to the educational institution attended.
- o. Child Care Expenses: the KHA must be careful to project the cost of child care accurately for school age children since the cost may vary by seasons. Verifications must specify the hours and days during which the care is provided, the names of the children cared for, and the frequency and amount of compensation received. In addition to the verification, the KHA shall obtain a certification from the applicant/resident as to whether any of the child care payments have been or will be reimbursed by outside sources:
 - 1. A verification form (with release signed by the family) from the person who receives payments for providing the care.
 - 2. Oral (telephone or in-person) contact with the person who receives the payment, with the information obtained properly documented by the KHA.
 - 3. Notarized applicant or resident statement regarding amount spent on child care.
- p. Medical Expenses:
 - 1. Written or oral (telephone or in-person) verification by a doctor, hospital or clinic personnel, dentists, pharmacist, etc. of the estimated medical costs to be incurred by the applicant or resident over the next 12 months which are not covered by insurance, as well as regular payments expected to be made on outstanding medical bills during that same period.

2. Written or oral (telephone or in-person) verification from the appropriate insurance company or employer regarding health insurance premiums to be paid by the applicant or residents over the next 12 months.
3. Written or oral (telephone or in-person) verification from the Social Security Administration regarding Medical premiums to be paid by the applicant or resident over the next 12 months.
4. Receipts, cancelled checks, pay stubs, etc. which indicate health insurance premiums costs, etc., that verify medical and insurance expenses also likely to be incurred in the next 12 months.
5. Copies of payment agreements with medical facilities or cancelled checks that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.
6. Copies of income tax forms, which include itemized medical expenses where expenses for the coming 12 month period are not expected to change.
7. Receipts or other records of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. This approach may be used for general medical expenses such as non-prescription drugs and regular visits to the doctor or dentists, but not for one-time, nonrecurring expenses from the previous year.
8. A notarized statement or signed affidavit of transportation expenses directly related to medical treatment may be used if no other source can verify the expenses. Reasons for acceptance should be documented.
9. For Attendant Care:
 - i. Written certification from a health or service professional or a rehabilitation agency that the disabled person requires the services of an attendant to permit the disabled person to be employed, or to function sufficiently independently to enable another family member to be employed.
Applicant/resident certification as to whether any of those payments have been or will be reimbursed by outside sources.

- q. Disability Assistance Expenses:
 - 1. For a Attendant Care:
 - i. Written certification from a health or service professional or a rehabilitation agency that the disabled person requires the use of auxiliary apparatus to permit the disabled person to be employed, or to function sufficiently independently to enable another family member to be employed.
 - ii. Attendant's (or agency's) written confirmation of hours of care provided, amount and frequency of payment received from applicant or resident, and/or copies of cancelled checks applicant or resident used to make those payments.
 - 2. For Auxiliary Apparatus:
 - i. Written certification from a health or service professional or a rehabilitation agency that the disabled person requires the use of auxiliary apparatus to permit the disabled person to be employed, or to function sufficiently to enable another family member to be employed.
 - ii. Receipts for purchases of, or evidence of monthly payments for, auxiliary apparatus.
 - iii. In the case where the disabled person is employed, a statement from the employer that the auxiliary apparatus is necessary to enable the disabled person to be employed.

5. General Verification:

A. Family Status:

A.1. Elderly Family:

- i. Copy of birth certificates, Social
- ii. Evidence of receipts of SSI Old Age benefits, Social Security retirement benefits, or other income/benefits for which it is a requirement that the recipient be age 62 or over.

A.2. Disabled Family:

- i. Certification or statement from a reliable health or service professional, which confirms the individual's status as disabled.
- ii. Evidence of receipt of Supplemental Security Income (SSI) for the disabled, handicapped, or blind, or Social Security Disability benefits (*Note: an applicant or resident receiving veteran's disability benefits alone does not automatically qualify as disabled, additional verification will be required).

A.3. Non-Elderly Family:

- i. For those claiming to be related based on blood, marriage, or operation of law, evidence of such relationship, including, but not limited to: some form of personal identification (driver's license, etc.), birth, marriage certificate, or other evidence of legal relationship.
- ii. For those claiming to be related based on a stable family relationship, evidence of such relationship, including, but not limited to: joint bank accounts, joint purchases or loans, lease or rental agreements which show cohabitation, credit report which shows evidence of residence and joint financial activity, interviews with or affidavits from people in the community, etc.
- iii. Displaced Family, evidence of displacement by government action, or evidence the dwelling has been extensively damaged/destroyed by a disaster formally recognized under federal disaster relief laws.

B. Family composition/Membership:

- B.1. In general, the applicant or residents signature on the certification form is sufficient verification of family composition and membership. The KHA reserves the right to require further verification of such composition. This may include, but not limited to: birth certificates, adoption papers, custody agreements, divorce decrees, separation agreements, income tax return, school records, driver's licenses, various forms of public and private I.D., etc.

C. Need for a Unit Size Contrary to the Occupancy Standards:

- C.1. A reliable health or service professional must provide a written verification that confirms that such arrangements are necessary. Third-party professional verification.

D. Qualification for Benefits Unique to Disabled Persons: The KHA may verify the nature and severity of a disability only to the extent necessary to:

- D.1. Determine whether an applicant or resident is qualified for a unit available only to persons with disabilities, such as an independent group residents or a project serving frail elderly;
- D.2. Determine if an applicant or resident is entitled to a priority for a specially designated unit such as a barrier-free unit, if such a unit is desired,
- D.3. Determine if an applicant or resident qualifies as an elderly family and is entitled to:
 - i. Priority for admission to an elderly development;
 - ii. A \$400.00 elderly family deduction from annual income;
 - iii. A deduction from annual income for unreimbursed medical expenses in excess of 3% of annual income.

- D.4. Determine whether reasonable accommodation in rules, practices or services requested by a disabled applicant or resident may be necessary;
 - D.5. Determine whether the family's adjusted income should reflect a deduction based on disabled assistance expenses;
 - D.6. Determine whether a live-in aide is essential to the care and well-being of a disabled person.
- E. Social Security Numbers (SSN): Applicants for, and residents of, the KHA's public housing program are required to disclose and submit documentation to verify their SSN's (if it has been assigned), as a condition of admission and continued occupancy:
- E.1. For applicants: At the time the KHA is determining an applicant's eligibility under the public housing program (which would include the entire time the applicant is waiting for assistance), the applicant must submit:
 - i. Complete and accurate Social Security Numbers (SSN's) assigned to the applicant and to each member of the applicant's household who is at least six (6) years of age, and documentation of these SSN's, or
 - ii. Certification that a SSN has not been assigned to the applicant, or to a given member of the applicant's household who is at least six (6) years of age.
 - E.2. For Residents: Once a resident has disclosed and verified SSN's or submitted the certification that no SSN has been assigned, subsequent disclosure and verification, or certification, is require only under the following circumstances:
 - i. If the residents household adds a new member who is at least six (6) years of age, at the next interim or regularly scheduled reexamination which includes the new member, the resident must submit:
 - a. Completed and accurate SSN's assigned to the new member(s) and documentation of these SSN's, or
 - b. Certification that a SSN has not been assigned to the new member(s).
 - E.3. Documentation: Documentation necessary to verify the SSN of an individual who is required to disclose consists of:
 - i. A valid social security card issued by the Social Security Administration of the Dept. of Health and Human Services;
 - ii. A State driver's license that displays the individual's SSN,
 - iii. Income verification (including employment, Social Security benefits, disability benefits, public assistance benefits, unemployment benefits, other forms of retirement or pension benefits, etc.) which displays the individual's SSN, or

- iv. Any other form of verification, which the KHA obtains regarding an individual's eligibility, income, assets, or allowances, which also displays the individual's SSN, if it's a legitimate source.

E.4. Inability to Meet Documentation Requirements:

- i. If an applicant or resident is able to disclose the SSN, but cannot meet the documentation requirements, the individual must submit to the KHA a certification, executed by the individual, that the SSN submitted has been assigned to the individual but that acceptable documentation to verify the SSN cannot be provided at this time.
- ii. The KHA shall accept such certification and continue to process the applicant's or resident's eligibility to participate in the program. Both applicant and resident have sixty (60) calendar days from the date of the certification to submit the appropriate documentation. During this period, an applicant will retain the position in the program that they occupied at the time the eligibility determination was made, including their place on any waiting list. However, the applicant may not become a resident until the applicant submits the appropriate documentation within the appropriate time period. In the case of a resident, such participation in the program will continue until the family submits the appropriate documentation within the appropriate time period. The KHA may, at its discretion, extend the period for submission for up to an additional sixty (60) calendar days, if the individual is at least 62 years of age and is unable to submit the required documentation within the initial 60 -day period.

If, at the conclusion of the 60-day period (or extended period, if applicable), the applicant or resident has failed to provide the appropriate documentation, the KHA shall deny the eligibility of an applicant or terminate tenancy of a resident.

With regard to individuals who certify that no SSN has been assigned to them, no further documentation is required. Such individuals have met the applicable requirements and will not be denied eligibility or continued assistance on the basis that they do not have a SSN

Families denied assistance as a result of their immigration status: will be informed of their right to request an appeal of the results of the INS verification to the INS or request an Informal Review Hearing with the KHA (in lieu/upon completion of the INS appeal). The notice will also inform the applicant:

1. Of the reason for the denial;
2. That they may be eligible for proration of assistance based on the number of family members with “eligible” immigration status”;
3. Of the time limits and procedures that must be followed when requesting an appeal to the INS and/or KHA;
4. That assistance may not be delayed, denied or reduced until the conclusion of the INS appeal process, but that the assistance may be delayed while awaiting the outcome of the KHA’s Informal Review Hearing process.

E.5. Certification:

- i. Two (2) certifications are discussed in connection with the disclosure of SSN:
 - a. A certification that a SSN has not been assigned to an individual;
 - b. A certification that a particular SSN has been assigned to an individual, but that the individual cannot provide documentation of the number at this time.
 - c. All certifications referred to in this section must be in the form and manner that HUD and the KHA prescribe. If the individual who is required to execute a certification is less than 18 years of age, then the certification must be executed by his or her parent or guardian, or another responsible person knowledgeable of the family and acceptable to the KHA (i.e., doctor, member of the clergy, teacher, etc.).
 - d. The KHA shall reject any certification provided by an applicant or resident in this section only for timelines of the submission, or other reasons as HUD and the KHA may prescribe.

F. Verification of Federal Preference Status: KHA has rescind federal preference.

G. Verification of Local Preferences Status:

- G.1. Rent Burden: Documents of Rental and Utility Receipts,
- G.2. Worker Selection: Documents from income verification sources as stated in this section.
- G.3. Elderly, Disabled/Handicap: Documents from verifiable sources as stated in this section.

6. Effective Term of Verification:

- A. For admissions, verifications will be considered valid if dated no earlier than ninety (90) days prior to the admission date.
- B. For annual reexaminations, verifications will be considered valid if dated no earlier than 90 days prior to the effective date of the reexamination.
- C. For interim reexaminations, only those factors that have changed must be verified. Verifications of information that has changed will be considered valid if dated no earlier than 90 days prior to the effective date of the reexamination.
- D. With regard to information not normally subjected to change (such as elderly status based on age, social security numbers, etc.), verification of this information will be valid indefinitely, unless the KHA has reason to believe that the information has changed.

7. Verification of Citizenship or Eligibility Status:

- A. The citizenship/eligible noncitizen status of each family member regardless of age; must be determined.
- B. Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a Social Security card, birth certificate, military ID, or military DD 214 Form.
- C. Prior to being admitted or at the first reexamination, all eligible non-citizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.
- D. Prior to being admitted or at the first reexamination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The KHA will make a copy of the individual's INS documentation and place the copy in the file. The KHA will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the KHA will mail information to the INS in order that a manual check can be made of INS records.
- E. Family members who do not claim to be citizens, nationals, or eligible non-citizens must be listed on a statement of non-eligible members and the list must be signed by the head of household.
- F. Non-citizens students on student visas, though in the country legally, are not eligible to be admitted to public housing.

- G. Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.
- H. If no family member is determined to be eligible under this section, the family's eligibility will be denied.
- I. The family's assistance will not be denied, delayed, reduced or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the delay is caused by the family.
- J. If the KHA determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. The family will not be considered for readmittance, within 24-months of the act.

CHAPTER 16. INCOME EXCLUSIONS FROM INCOME & DEDUCTIONS FROM INCOME

1. Applicant/Resident Income: To determine annual income, the KHA counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the KHA subtracts all allowable deductions (allowances) to determine the Total Tenant Payment (TTP).
2. Income:
 - A. Annual Income is defined as all amounts, monetary or not, that:
 - A.1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member;
 - A.2. Are anticipated to be received from a source outside the family during the 12-month period following admissions or annual reexamination effective date;
 - A.3. Are not specifically excluded from annual income.
 - B. Annual Income includes, but not limited to:
 - B.1. The full amount, before any payroll deductions, of wages and salaries, overtime pay (at the over-time rate of pay), commissions, fees, tips and bonuses, and other compensation for personal services;
 - B.2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Services regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
 - B.3. Interest, dividends, and other net income of any kind from real or person property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Services regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

- B.4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pension, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded).
- B.5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay are included.
- B.6. Welfare Assistance:
 - i. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
 - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
 - ii. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent require to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.
 - iii. If the amount of welfare assistance is reduced as a result of a lifetime limit, the reduced amount is the amount that shall be counted as income.
- C. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- D. All regular pay, special pay, and allowances of a member of the Armed Forces (Special pay to a member exposed to hostile fire is excluded).

3. Annual Income:

- A. Annual income does not include the following:
- A.1. Income from employment of children (including foster children) under the age 18 years;
 - A.2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
 - A.3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, capital gains, and settlement for personal or property losses);
 - A.4. Amounts received by the family that are specifically for, or in reimbursements of, the cost of medical expenses for any family member;
 - A.5. Income of a live-in aide/care provider;
 - A.6. The full amount of student financial assistance paid directly to the student or to the educational institution;
 - A.7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
 - A.8. The amounts received from the following programs;
 - i. Amounts received under training program funded by HUD;
 - ii. 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);
 - iii. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and that are made solely to allow participation in a specific program;
 - iv. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200.00 per month) received by a person for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but not limited to, fire and security patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period. Resident stipend under a resident services is in no way consider an employee of the KHA, and will not exceed \$200.00 and not be considered accountable income in calculating their resident rent.
 - v. 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;
- vi. Temporary, nonrecurring or sporadic income (including gifts);
 - vii. 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;
 - viii. Earnings in excess of \$480.00 for each full-time student 18 years old and older (excluding the head of household and spouse);
 - ix. Adoption assistance payments in excess of \$480.00 per adopted child;
 - x. For family members who enrolled in certain training programs prior to October 1, 1999, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:
 - a. Comparable Federal, State or local law;
 - b. Is funded by the Federal, State or local government;
 - c. Is operated or administered by a public agency;
 - d. Has as its objective to assist participants in acquiring employment skills.
 - xi. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Housing Act. If the family member is terminated from employment with good cause, the exclusion period shall end.
 - xii. Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
- 8.9. The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion (section 8.9) will not apply for any family who concurrently is eligible for exclusion #8.8. Additionally, this exclusion is only available to the following families:
- i. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years;
 - ii. Families whose income increases during the participation of a family member in any family self-sufficiency program;
 - iii. Families who are were, within 6 months, assisted under a State TANF program;

- iv. Families who are participating in a job training program KHA is phasing in rent for qualified residents that transition from welfare to work according to Section 508 of QHWRA. There will be no increase in rent for the first year, the tenant rent will increase 50% of the normal increase in the second year, and will fully phase in for the third year. (While HUD regulations allow for the Housing Authority to offer an escrow account in lieu of having a portion of the tenant's income excluded under this paragraph, it is the policy of the KHA to provide the exclusion in all cases).
- 8.10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
- 8.11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
- 8.12. Amounts paid by a State agency to a family with a member who has developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
- 8.13. Amounts specifically excluded by other Federal statute from consideration as income for purposes of determining eligibility or benefits.
 - These exclusions include:
 - i. The value of the allotment of food stamps;
 - ii. Payments to volunteers under the Domestic Volunteer Services Act of 1973;
 - iii. Payments received under the Alaska Native Claims Settlement Act;
 - iv. Income from submarginal land of the U.S. that is held in trust for certain Indian tribes;
 - v. Payments made under HHS's Low-Income Energy Assistance Program;
 - vi. Payments received under the Job Training Partnership Act;
 - vii. Income from the disposition of funds of the Grand River Band of Ottawa Indians;
 - viii. The first \$2,000.00 per capita received from judgment funds awarded for certain Indian claims;
 - ix. Amounts of scholarships awarded under Title IV including Work Study;
 - x. Payments received under the Older Americans Act of 1965;
 - xi. Payments from Agent Orange Settlement;
 - xii. Payments received under the Maine Indian Claims Act;
 - xiii. The value of childcare under the Childcare and Development Block Grant Act of 1990;
 - xiv. Earned income tax credit refund payments'
 - xv. Payments for living expenses under the Americorps Program;
 - xvi. Additional income exclusions provided by and funded by the KHA.

8.14. The KHA will not provided exclusions from income in addition to those already provided by HUD. Adjusted income is defined as the Annual income minus any HUD allowable expenses and deductions.

4. Deductions from Annual Income: HUD has five (5) allowable deductions from Annual Income:

- A. Dependant Allowance: \$480.00 for each family member (other than the head of household or spouse) who are minors, and for family members who are 18 years and older who are full-time students or who are disabled;
- B. Elderly/Disabled Allowance: \$400.00 per family for families whose head of household or spouse is 62 years or over or disabled;
- C. Allowable Medical Expenses: Deducted for all family members of an eligible elderly/disabled family:
 - C.1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
 - C.2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with this paragraph, plus an allowance for medical expenses that equal the family's medical expenses;
 - C.3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.
- D. Childcare Expenses: Deducted for the care of children under 13 when childcare is necessary to allow an adult member to work, attend school, or actively seek employment.
- E. Allowable Disability Assistance: Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

**CHAPTER 17. COMPUTATION AND DETERMINATION OF
RESIDENT/PARTICIPANT PAYMENT & RENT**

1. The KHA will use the following methods and procedures as set forth in the Administrative Plan to verify and determine a tenant/participant's income for program admission and continued assistance to accurately calculate annual and adjusted income to insure a tenant/participant is not paying more or less than what is determined for their rent or subsidy obligations with 24 CFR Part 5, Subparts E & F, and further HUD notices and Memoranda. The formula for calculating the TTP is specific and not subject to interpretation. The KHA's policies in this Chapter address those areas, which allow the KHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.
 - A. First, the KHA will compute annual income. Annual income is defined as the gross amount of income anticipated total income from all sources received by the tenant/participant head and spouse (even temporarily absent) and by each additional member of the family, who is 18 years of age or older, including all net income derived from assets, for the 12 month period following the effective date of certification of income. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income, which has been excluded by HUD.
 - B. Second, the KHA will compute adjusted income. Adjusted income is defined as the annual income minus any HUD allowable expenses and deductions.
 - C. Third, the KHA will compute monthly income and monthly-adjusted income;
 - D. Fourth, the KHA will compute Total Tenant/participant Payment (TTP);
 - E. The KHA will compute tenant/participant rent by determination of Utility Allowances: The KHA will also review the Request for Tenancy Approval form to determine the amount (if any), for tenant-paid utilities (where all utilities are included therein, there will be no utility allowance).

The utility allowance will be taken from the KHA's Utility Allowance Schedule for the Section 8 Program. If the utility allowance exceeds the Total Tenant Payment (TTP) for the tenant/participant occupying the unit, the Utility Reimbursement will be paid by the KHA directly to the appropriate utility company vendor.
 - F. Total Tenant/Participant Payment (TTP) Method:
 - F.1. 10% of monthly income
 - F.2. 30% of adjusted monthly income; or
 - F.3. The minimum rent.

G. Minimum Rent:

G.1. "Minimum Rent" is \$0.00. Minimum rent refers to the Total Tenant Payment and includes the combined amounts a tenant pays towards rent and/or utilities when it is applied.

4. Special Adjustment of Resident Rent Due to Revisions of Utility Allowances:

A. In accordance with applicable Federal regulations, the KHA shall annually determine whether there has been a substantial change in utility rates or other change of general applicability, and whether an adjustment is required in the Schedule of Utility Allowances. If the KHA determines that an adjustment should be made, the KHA shall establish a revised Schedule of Utility Allowances, taking into account size and type of units and other pertinent factors. Based on the revised Schedule, the KHA shall then determine the amounts of adjustments to be made in the amount of tenant/participant's rent to be paid by the affected tenants/participant, and shall notify the tenant/participant accordingly. The KHA shall give a notice regarding revisions to the Schedule of Utility Allowances to all residents 30 days prior to the effective date of the revisions, providing all residents with the opportunity to submit written comments during a period expiring not less than 30 days prior to the effective date of the revision.

B. Schedule of Utility Allowance: See this Chapter's Exhibit for current Schedule of Utility Allowance for current allowances, per unit type & size and effective dates.

5. Prorated Rent for Families Under the Non-Citizen Rule:

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

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

A.2. The family was granted continuation of assistance before November 29, 1996;

A.3. The family's head or spouse has eligible immigration status; and

A.4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18 years) of the head or spouse.

B. Prorated Rent Calculation Formula:

B.1. Determine the 95th percentile of gross rents (resident rent plus utility allowance) for the KHA. The 95th percentile is called the maximum rent.

B.2. Subtract the family's total resident payment from the maximum rent. The resulting number is called the maximum subsidy.

B.3. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.

- B.4. Subtract the prorated subsidy from the maximum rent to find the prorated total resident payment. From this amount subtract the full utility allowance to obtain the prorated resident rent.

6. Definition of Temporarily/Permanently Absent [24 CFR 982.54(d)(10), 982.551]

- A. The KHA must compute all applicable income of every family member who is on the lease (or not on the lease), including those who are temporarily absent (head, spouse, or other eligible family member).
 - A.1. “Temporarily Absent” is defined as away from the unit for more than three (3) consecutive months or ninety (90) days in a 12 month period.
 - A.2. Income from person(s) permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.
 - A.3. Absence of Any Member: Any member of the household will be considered permanently absent if he/she is away from the unit for three (90) days, except otherwise provided in this Chapter.
 - A.4. Absence due to Medical Reasons: If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the KHA will obtain written documentation of the absent time of the family member. If the documentation verifies or indicates the family member will be permanently confined, the family member will be considered permanently absent. A family or a member cannot be absent from their assisted unit for more than six (6) months or 180 consecutive days.
 - A.5. Absence due to Full-Time Student Status: Full-time students who attend school away from the tenant/participant household unit will be treated in the following manner:
 - a. Full-time students who attend school away from the household’s unit and live with the family during while not attending class (on school breaks) are a permanent family member and not considered absent from the household.
 - A.6. Absence due to Incarceration: If the sole member or any other family member is incarcerated for more than thirty (30) consecutive days, he/she will be considered permanently absent.
 - a. The KHA determines if the reason for incarceration is for drug-related or criminal activity, and especially if it is determined the head of household is absent from the unit and at the KHA’s discretion will not continue assistance.
 - A.7. Absence of Children due to Placement in Foster Care: If the family includes a child or children “temporarily” absent from the home due to placement in foster care, the KHA will determine from the appropriate state agency or court when the child/children will be returned to the home.

- a. If the time period for the absence is greater than six (6) months from the date of removal of the child/ren, or if all children are removed permanently, the Voucher size will be reduced accordance to the KHA's occupancy standards.
- A.8. Absence of Entire Family: These policy guidelines address situations when a family is absent from the unit, but has not moved out of the unit.
- a. In cases where the family has moved out of the unit, the KHA will terminate assistance in accordance with appropriate termination procedures contained in this Administrative Plan.
 - b. Families are required to give proper notice to their landlord and KHA before they move out of the assisted unit.
 - c. Families are required to inform the KHA in writing if they will be absent from their assisted unit for more than thirty (30) consecutive days.
 - d. If the entire family is absent from the assisted unit, with no notification to the KHA or landlord, for more than thirty (30) consecutive days, the unit will be considered to be vacated and the assistance will be terminated.
- A.9. Absence from the Unit and Termination of Assistance: HUD regulations require the KHA to terminate assistance if the entire family is absent from the unit for a period of more than 180 consecutive calendar days.
- a. Definition of "Absence" means that no family member is residing in the unit.
 - b. Determination if the family is absent from the assisted unit, the KHA may:
 - c. KHA issued written correspondences to the family and addressed to the assisted unit address;
 - e. KHA telephone the family at their unit phone number;
 - f. Investigate with neighbors,
 - g. Verify utility service status;
 - h. Verify family status with the U.S. Post Office;
 - i. Schedule and conduct a unit inspection in accordance to the applicable KHA Administrative Plan, local, State and Federal laws.
- A.10. Request for Absence from the Unit for a Reasonable Accommodation or Disability:
- a. A person with disability may request an extension of time through such a request of a reasonable accommodation and if approved by the KHA.
 - b. Any reasonable accommodation or absent by a family must not exceed the HUD allowable 180 consecutive calendar day limit.
- B. Caretaker for Children: If neither the head of household, spouse, parent or legal guardian in the household (who is on the lease) over any dependant minor children in the household do not remain in the assisted unit, the KHA will terminate assistance and appropriate state agency will be contacted.

- C. Visitors: Is a person who is visiting the family, but not living or residing in the assisted unit.
 - C.1. A visitor is a person who is not included on the HUD 50058 and dwelling;
 - C.2. A visitor cannot stay in the family's assisted unit for more than fourteen (14) consecutive days without the KHA's approval, or a total of fourteen (14) days in a 12-month period. If such act is apparent, the KHA will consider the person(s) to be living in the unit as an unauthorized household member.
 - C.3. Determination of a status of a Visitor:
 - a. Absence of evidence of any other resident address will be considered verification the visitor is a member of the assisted household.
 - b. Statements from the owner/landlord, neighbors and other qualified sources will be considered in the determination.
 - c. Use of the family's assisted unit address as the visitor's current residence/ mailing address for any purpose that is not explicitly temporary shall be construed as permanent residence.
 - d. The burden of proof that an individual or person(s) is a visitor rests on the family. In the absence of such proof, the individual or person(s) will be considered an unauthorized member of the household and the KHA will terminate assistance.

- D. In a joint custody arrangement, if the minor is in the household less than 180 days per year, the minor is considered to be an eligible visitor and not a family member.

- 7. Averaging Income: When annual income cannot be anticipated for a full twelve (12) month period, the KHA may:
 - A. Average known sources of income that vary to compute an annual income, or Annualize current income and conduct an interim reexamination if income changes.
 - A.1. If there are bonuses or overtime which the employer cannot anticipate for the next twelve (12) months, bonuses and overtime received the previous year will be used.
 - A.2. If, by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so as to reduce the number of interims adjustments.

- 8. No Household Income/Minimum Income:
 - A. There is no minimum income requirement. Families who report zero (0) income are required to:

- A.1. Complete a written certification (Declaration of No/Minimal Income Form) no later than the 20th of every month and the KHA will monitor the family's no income status monthly, until income is obtained.
- A.2. Families that report zero (0) income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.
- A.3. If the family's expenses exceed their know income, the KHA will make inquiry of the head of household as the nature of the family's accessible resources.

9. Income of Person Permanently Confined to a Nursing Home Facility
[24 CFR 982.54(d)(10)]

- A. If a family member is permanently confined to a hospital or nursing facility and there is a family member left in the household, the KHA will calculate the income by using the following methodology and use the income figure which would result in a lower payment by the family:
 - A.1. Exclude the income and deductions of the member if his/her income goes directly to the facility; or
 - A.2. Include the income and deductions of the member if his/her income goes to the family member.

CHAPTER 18. SCHEDULE OF UTILITY ALLOWANCE, TENANT REIMBURSEMENT & UTILITY RESPONSIBILITY

1. The same Utility Allowance Scheduled is used for all tenant-based programs. The utility allowance is intended to cover the cost of utilities not included in the rent. The allowances is 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. Allowance are not based on an individual family's actual energy consumption.
2. The KHA'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 (HQS).
3. The KHA may not provide any allowances for non-essential utility costs such as telephone, cable or satellite television.
4. The KHA must classify utilities in the utility allowance schedule according the following general categories:
 - 4.1. Space heating;
 - 4.2. Cooking;
 - 4.3. Water heating;
 - 4.4. Water;
 - 4.5. Sewer;
 - 4.6. Trash collection;
 - 4.7. Other electric; refrigerator & range supplied by the tenant and other specified services.
5. The KHA will compute tenant/participant rent by determination of Utility Allowances:
 - 5.1. The KHA will also review the Request for Tenancy Approval form to determine the amount (if any), for tenant-paid utilities (where all utilities are included therein, there will be no utility allowance).
 - 5.2. The utility allowance will be taken from the KHA's Utility Allowance Schedule for the Section 8 Program. If the utility allowance exceeds the Total Tenant Payment (TTP) for the tenant/participant occupying the unit, the Utility Reimbursement will be paid by the KHA directly to the appropriate utility company vender.
6. In accordance with applicable Federal regulations, the KHA shall annually determined whether there has been a substantial change in utility rates or other change of general applicability, and whether an adjustment is required in the Schedule of Utility Allowances.

- 6.1. If the KHA determines that an adjustment should be made, the KHA shall:
 - a. Establish a revised Schedule of Utility Allowances, taking into account size and type of units and other pertinent factors.
 - b. Based on the revised Schedule, the KHA shall then determine the amounts of adjustments to be made in the amount of tenant/participant's rent to be paid by the affected tenants/participant, and shall notify the tenant/participant according.
 - c. The KHA shall give a notice regarding revisions to the Schedule of Utility Allowances to all residents 30 days prior to the effective date of the revisions, providing all residents with the opportunity to submit written comments during a period expiring not less than 30 days prior to the effective date of the revision.

7. Utility Account: Where applicable, when the family is responsible for the opening and maintaining a utility account in either the head of household, spouse, or co-head name, the applicant/participant must provide verification the utilities have been opened, and turned on in their account status, in advance, at the time of lease execution and before the applicant/participant occupies the unit for tenancy and there after. No exceptions will be made.

CHAPTER 19. REQUEST FOR TENANCY APPROVAL, RENT REASONABLENESS, LEASE EXECUTION & OCCUPANCY RULES

1. General: The KHA's program operations are designed to utilize available resources in a manner that is efficient and provides eligible families timely assistance based on the number of units that have been budgeted and allocated under the KHA's Annual Contribution's Contract (ACC).

After families are issued a Voucher, they may search for a unit anywhere within the KHA's jurisdiction, or outside the KHA's jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payment Contract (HAP) with the KHA.

2. Request For Tenancy Approval (RFTA) [24 CFR 982.302, 982.305(b)]:

A. RFTA:

- A.1. The applicant will receive a copy of a RFTA, when they attend the Section 8 Briefing and when issued a Voucher. For continued participants for unit transfers, they must make an appointment with their case manager for issuance.
- A.2. Must be signed by both the Voucher Holder (head of household) and the owner/landlord.
- A.3. The assisted lease between the applicant/tenant (whether KHA's Model Lease or the Owners Lease) must be submitted at the same time, along with the HUD prescribed Tenancy Addendum with the RFTA.
- A.4. The KHA will not permit the family to submit more than one (1) RFTA at a time.
- A.5. The owner may utilize the KHA's Model Lease, attach an addendum to the KHA's Model Lease or submit their own lease. The lease must be approved by the KHA. Before approving the lease or any revision, the KHA will determine that the lease meets all requirements under the 24 CFR Part 982.308 (c) - (e) including HUD's required lease provisions as well as the prohibited lease provisions.

B. KHA's Criteria For Reviewing and Approving a RFTA:

- B.1. Applicant/Tenant has legal capacity to enter a lease under State or local law;
- B.2. Leasing to relatives: Housing Authority's may not approve a unit for assistance under the Section 8 program if the Owner/landlord is a relative of the applicant/tenant family (a parent, child, grandparent, grandchild, sister, brother or a any other relative of any member of the assisted family. An exception can be made if:
 - a. A member of the assisted family is a person with disabilities, and;

- b. An approval is necessary under 24 CFR part 8 to provide a reasonable accommodation for the family member who qualifies as a “person with disabilities” (per HUD regulations).
- B.3. Review of Prohibition Against other Housing Assistance, an applicant/tenant must be in good standing and the KHA will ensure that the applicant tenant will not receive the benefit of tenant-based assistance while also receiving the benefit of any of the following forms of other housing subsidy for the same unit or for a different unit:
 - a. Public or Indian housing assistance;
 - b. Other Section 8 assistance (including other tenant-based assistance);
 - c. Assistance under former Section 23 of the United States Housing Act of 1937(before amendment by the Housing and Community Development Act of 1974);
 - d. Section 101 rent supplements;
 - e. Section 236 rental assistance payments;
 - f. Tenant-based assistance under the HOME program;
 - g. Rental assistance payment under Section 521 of the Housing Act 1949 (a Farmers Home Administration program);
 - h. Any local or State rent subsidy; or
 - i. Any other duplicative federal, State, or local housing subsidy, as determined by HUD. For this purpose, “housing subsidy” does not include the housing component of welfare payment, a social security payment received by the family, or rent reduction because of tax credit.
- B.4. Disapproval of RFTA: If the KHA determines the Request cannot be approved for any reason, the owner/landlord and the applicant/tenant will be notified in writing and/or by phone. Such decision will be:
 - a. Notated to the applicant/tenant file;
 - b. The KHA will instruct the owner/landlord and family of the steps that are necessary to approve the Request;
 - c. The owner/landlord will be given up to 30 calendar days to submit an approvable RFTA from the date of disapproval;
 - d. When a RFTA is not approved, the KHA will furnish an additional RFTA form to the family to continue their search for an eligible housing unit.
- C. Eligible Types of Housing: The KHA will approve any of the following types of housing in the Section 8 Program:
 - C.1. All structure types can be utilized;
 - C.2. Manufactured homes where the tenant leases the mobile home and the pad.
 - C.3. Manufactured homes where the tenant owns the mobile home and Leases the pad for Voucher assistance.

- D. Ineligible type of housing: The following types of housing are ineligible for use with Section 8 Voucher:
- D.1. A public housing or Indian housing unit;
 - D.2. A unit receiving project-based assistance under Section 8 of the 1937 Act (42 U.S.C. 1437f);
 - D.3. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
 - D.4. College or other school dormitories;
 - D.5. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
 - D.6. A unit occupied by its owner or by a person with any interest in the dwelling unit. (However, assistance may be provided for a family residing in a cooperative); and
 - D.7. For provisions on KHA's disapproval of an owner.
- E. The unit meets HUD's Housing Quality Standards (HQS) (and any additional criteria as identified in this Administrative Plan);
- F. Rent Reasonable: Prior to the execution of the HAP Contract, the KHA will determine if the requested Contract Rent is reasonable by:
- F.1. Comparing the requested rent with those rents paid for similar units in the area in the private unassisted market and charged by the owner/landlord for comparable unassisted units in the building or premises.
 - F.2. The owner/landlord is required to provide the KHA with information requested on rents charged by the owner/landlord on the premises or elsewhere.
 - F.3. At all times during the tenancy, the rent to owner may not be more than the most current reasonable rent as determined by the KHA.
 - F.4. The Reasonableness of Rent form will include the basic features of the unit being inspected with sufficient data on three (3) similar unassisted units to make a comparison of the rents. All information is to be certified by the inspector or appropriate staff. The KHA will notify the family and landlord if the rent is or is not reasonable for the proposed unit, and generally a negotiation between the owner and tenant will be initiated to accept a reasonable rent.
- G. Security Deposit: The amount of the owner/landlord requested Security Deposit is a determination of private market rental practices. Determination for the deposit will:
- G.1. The KHA will not determine the Security Deposit for an owner/landlord;
 - G.2. The KHA will not determine whether the Security Deposit is reasonable;
 - G.3. The owner/landlord will be informed under State and local law, they are eligible to only collect a Security Deposit from the applicant/tenant and the cannot be in excess of amounts charged to other unassisted units;

- G.4. The owner/landlord can only collect a Security Deposit for the assisted unit up to the amount of the approved contract rent for the unit;
- G.5. If any Section 8 applicant/tenant feels they have been discriminated against with regards to the Security Deposit, they may contact the KHA for Fair Housing information.

3. Disapproval of Proposed Rent [24 CFR 982.502]

- A. If the proposed gross rent is not reasonable where the applicant/tenant's share would not meet the program regulations where a tenant cannot pay more than 40% of the family's monthly adjusted income, the KHA will reasonably negotiate with the owner/landlord to reduce the contract rent to an affordable rent for the applicant/tenant family. (See Chapter 22; Rent to Owner/Contract Rent).

4. Conflict of Interest: Neither the KHA or any of its contractors or subcontractors may enter into any contract or arrangement in connection with the Section 8 Program which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter:

- A. Any present or former member or officer of the KHA (except a resident/participant commissioner);
- B. Any employee of the KHA, or any contractor, subcontractor or agent of the KHA who formulates policy or who influences decisions with respect to the programs;
- C. Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
- D. Any member of the Congress of the United States.
- E. Under the Housing Authority Law of the State of Washington (RCW 3582), a transaction by an employee with the housing authority involving the employee's own property is prohibited.
- F. Any member of the above classes must disclose their interest or prospective interest to the KHA.

5. Lease Review, Approval and Execution: [24 CFR 982.308]

- A. Upon admission or unit occupancy, a lease is to be entered into between the applicant/tenant (household members 18 years and older must sign the lease) and the landlord/owner. The owner may utilize the KHA's Model Lease, or use their own lease. If an owner/landlord lease is used, it must:

- A.1. Be approved by the KHA. Before approving the lease or any revision, the KHA will determine that the lease meets all requirements under the 24 CFR Part 982.308 (c) - (e) including HUD's required prescribed Addendum attached to the lease;
- A.2. Specify the lease term;
- A.3. Generally be a lease that is used for other unassisted tenants in the premises;
- A.4. The terms and conditions must be consistent with State and local law.
- A.5. Specify what other requirements:
 - a. What utilities and appliances are to be supplied by the tenant family and owner.
 - b. The name of the owner and all tenants who will occupy the unit;
 - b. The address of the unit rented (including apartment number if any);
 - c. Amount of monthly contract rent to owner;
 - d. Amount of Security Deposit for the unit;
 - e. Effective September 15, 2000, the owner's lease must include the Lead Warning Statement and disclosure information required by 24 CFR 35.92 (b);
 - f. Provide that drug-related criminal activity engaged by the tenant, any family member, or any guest on, near or off the premises, or any person under the tenant's control on the premises is grounds to terminate tenancy.
 - g. Provision that the owner/landlord can evict the tenant family when the owner/landlord determines that any household member is illegally using drug(s) or a pattern of illegal use of drug(s) by any household member that interferes with the health, safety or right to peaceful enjoyment of the premises and surrounding residents.
 - h. Provision that types of criminal activity by a "covered person" are grounds to terminate tenancy: "Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises. In addition, any criminal activity that threatens the health safety or right to peaceful enjoyment of their residents by persons residing in the immediate vicinity of the premises; or any criminal activity on, near or off the premises by a tenant, household member, or guest, or any criminal activity on the premises by any other person under the tenant's control".
 - i. Provision the owner/landlord may terminate tenancy if a tenant is "fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees (high misdemeanor in NJ), or violating a condition of probation or parole imposed under Federal or State law.

- j. Owner/landlord House Rules may be attached to the lease as an addendum, provided they are approved by the KHA to ensure they do not violate any fair housing provisions and do not conflict with the HUD tenancy addendum.
- k. The owner must supply the KHA with a copy of the executed lease and all other signed respective owner issued documents, for the KHA's file.

B. Additional Requirements that must be met before the KHA approves a family to lease a dwelling unit or before the execution of a HAP contract:

- B.1. Ensure the applicant/tenant family meets the lease-up program requirement of not exceeding 40% of the family's monthly adjusted income;
- B.2. The owner/landlord must provide not only a W-9 (with supplying his/her Employer Identification Number or Social Security Number (and), verification of ownership of the property (i.e., Deed of Trust, Tax Statements), who will receive subsidy for the KHA documentation;
- B.3. The unit has been inspected by the KHA and passes HQS;
- B.4. The lease and/or lease addendum is approved;
- B.5. The owner has not been debarred, suspended, or subject to limited denial of participation for the following reasons;
 - a. The KHA has been directed by HUD not to approve the owner because of Fair Housing/Equal Opportunity violations;
 - b. The owner has previously violated obligations under the HAP contract under Section 8 of the 1937 Housing Act;
 - c. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
 - d. The owner has engaged in drug-trafficking;
 - e. The owner has a history or practice of noncompliance with HQS for units leased under the Section 8 program;
 - f. The owner has a history or practice of renting units that fail to meet State or local housing codes.
 - g. For provisions of Housing Authority disapproval of owner, refer to 24 CFR 982.306.
 - h. Owner has not paid State or local real estate taxes, fines or assessments;
 - i. Owner has failed to comply with regulations, the mortgage, property note, or the regulatory agreement for project mortgages insured by HUD or loans made by HUD;
 - j. Owner has a history or practice of failing to terminate tenancy of assisted Section 8 tenants or any other federally subsidized program for activity by the tenant, any member of the household, a guest or another person under the control of any member that engages in any criminal or drug related criminal activity, that threatens the health, safety or right to peaceful living enjoyment.

6. Owner Responsibility & Information: [24 CFR 982.307 (b), 982.54(d)(7)]

- A. In accordance to HUD regulations, the KHA will furnish prospective owners/landlords with the applicant/tenant's:
 - A.1. Current address as shown in the KHA's records,
 - A.2. If known to the KHA, the names and address of the owner/landlord at the family's current and prior address. The KHA will make an exception to this requirement if the applicant/tenant family's whereabouts must be protected due to domestic abuse or witness protection.
 - A.3. State if any money is owed to the KHA by the applicant/tenant for damages and/or rent to a prior unit.
- B. The KHA will inform owners/landlords that is responsibility of the owner/landlord to determine the family's behavior or suitability of prospective applicant/tenants and not the KHA. The owner/landlord will be encouraged to consider the applicant/family's background/history with respect to such factors as:
 - B.1. Payment of rent and utilities;
 - B.2. Caring for a unit and premises;
 - B.3. Respecting the rights of others;
 - B.4. Drug-related criminal activity or other criminal activity that is a threat to the life, safety or property of others; and
 - B.5. Compliance with other essential conditions of tenancy.

7. Housing Assistance Payment (HAP) Contract: [24 CFR 982.305(c)]

- A. The Housing Assistance Payment (HAP Contract) is a contract between the Housing Authority and the owner.
- B. The KHA and owner have 60 days after the commencement of the lease to execute a HAP contract.
- C. The KHA or owner may not modify the contract in any way.
- D. Owners must provide their current address of their residency (not a post office box address) and a home or business telephone number, if applicable.

8. When Housing Assistance is Paid:

- A. Housing Assistance Payments are paid to the owner in accordance with the terms of the HAP contract. The HAP may only be paid to the owner during the lease term; and while the tenant is residing in the unit.

- B. Housing Assistance Payment will terminate when the lease is terminated by the owner. However, if the owner has commenced the process to evict the tenant, and if the tenant continues to reside in the unit, the KHA will continue to make payments to the owner until the family moves from the unit. The HAP will also terminate if:
 - a. The lease terminates;
 - b. The HAP contract terminates; or
 - c. The KHA terminates assistance for the family.

 - C. If the family moves out of the unit, the KHA may not make any make any Housing Assistance Payments to the owner for any month after the family moves out. The owner may keep the Housing Assistance Payment for the month the family moves out of the unit.

 - D. KHA Accounting of Payments to Owners: Payments to Owners are handled by the KHA's Accounting Department. The KHA's tenant accounting computer system is used. The integrity of the payment system will be maintained by generally accepted internal audit procedures in addition to the division of accounting functions and any necessary adjustments as required under the circumstances.
9. Change in Ownership: A change in ownership will require an execution of a new HAP and Lease Contract, documenting the new legal owners' information, but will have the original date of occupancy information in the documents. All document and/or verification will take place and will be needed that has been set forth in the above sections of this Administrative Plan.
10. Program Occupancy Rules: Refer to this Chapter's Exhibit for current KHA Occupancy Rules.

CHAPTER 20.

**HOUSING QUALITY STANDARDS (HQS)
AND INSPECTIONS [24 CFR 982.401]**

1. General: The Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. The purpose of the Section 8 Voucher Program is to assist very low-income families in obtaining a decent, safe, sanitary and affordable place to live. The KHA will inspect all units prior to initial leasing and at least annually thereafter to determine that the units are safe and sanitary and meets the HQS standards. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract. HQS standards apply to the building and premises, as well as the unit.

As the purpose of these inspections is to determine the livability of each unit according to HQS set by HUD, the KHA's inspections will pass judgments only on housing conditions which are visible. Hazards which are within wall systems, or which require testing to detect, are beyond the scope of an HQS inspection. By participating in this inspection, the KHA is expressing a qualified observed opinion only regarding the quality and condition of the matters reported upon and nothing contained in the KHA's inspection report shall be considered as a representation by the KHA of any factor as warranty by it as to quality or condition.

2. Inspection Guidelines:
 - A. The KHA will utilize HUD Handbook 7420.7 and the Housing Inspection Manual as guides in explaining and interpreting the standards set forth in 24 CFR Part B. 982.401.
 - B. The KHA will be governed by state and local law, fire codes concerning identification of units and operation and placement of smoke detectors.
 - C. All utilities must be in service prior to the inspection. If the utilities are not in service at the time of inspection, the Inspector will notify the applicant/tenant or owner (whomever is responsible for the utilities according to the RTAP) to have the utilities turned on and operable. The Inspector will schedule only one (1) reinspection for this delay.
 - D. If the tenant is responsible for supplying the stove and/or the refrigerator, the PHA will allow the stove and refrigerator to be placed in the unit after the unit has passed all other HQS. The PHA will conduct a reinspection.
 - E. Before a Housing Authority Payment (HAP) Contract is executed, the unit must pass the HQS Inspection.
 - F. Conducted during KHA's business day hours only. Reasonable hours may be between 9:00 AM and 4:00 PM.

- G. Owner and family are notified in writing of the date and time of any inspection appointment by mail, or possible phone contact.
- H. The family's head of household or an adult family member/representative must be present. If the family is unable to be present or have an adult member/representative be present, the inspection will not be conducted and must be rescheduled and completed within 10 calendar days.
- I. The family must allow the KHA to inspect the unit, with reasonable notice.
- J. If the family does not contact the KHA to reschedule the inspection, or if the family misses 2 scheduled inspection appointments, the KHA will consider the family to have violated a Family Obligation and their assistance will be terminated in accordance with the KHA's termination procedures in this Plan.
- K. Failed Inspections:
 - K.1. If an inspection fails HQS, the owner/tenant will be notified of the failed items in writing and the owner will have 10 calendar days to correct the failed items as notated on the HQS inspection form, at the KHA's discretion, and depending on the amount and complexity of work that needs to be completed.
 - K.2. Once the items have been corrected, the KHA will conduct a physical reinspection using the original inspection form. Upon correction, each item marked "failed" will be initialed and dated by the inspector.
- L. The owner will be allowed up to two (2) reinspections for repair work to be completed and for the unit to pass HQS.
- M. If the time period given by the KHA to correct the repairs has elapsed, or the maximum number of failed reinspections has occurred, the family must search and select another unit.
- N. If the family was responsible for a breach of HQS failed items, they will be required and advised of their responsibility to correct the items. Failure by the family to correct the "tenant caused fail" items within the allowed time frame will result in termination of assistance. The KHA will not hold the owner responsible for a breach of the HQS that is caused by the family.

- O. Failure by the owner to correct the “owner caused fail” items will result in “abatement” of the HAP until the corrections are made.
 - O.1. Should the abatement continue for thirty (30) days, the owner will be given proper notice for termination of the HAP Contract.
 - O.2. Termination of Contract. If the owner is responsible for repairs, and fails to correct all the deficiencies cited prior to the end of the deadline date, the owner will be sent a Contract Proposed Termination Notice. Prior to the effective date of the termination, the Housing Assistance Payment will be held.
 - O.3. If repairs are completed before the effective termination date, the termination may be rescinded by the PHA, if the tenant chooses to remain in the unit. Only one Housing Quality Standards inspections will be conducted after the termination notice is issued.

- P. Time Standards for Repairs:
 - P.1. Emergency items, which endanger the family’s health or safety must be corrected by the owner within 24 hours of notification. *Refer to this Chapter’s section on Emergency Repair Items).
 - P.2. For non-emergency items, repairs must be made within 30 days.
 - P.3. For major repairs, the KHA may approve an extension beyond the 30 days, only on a case-by-case basis.

- Q. An annual inspection must pass the HQS standards before the KHA can conduct and complete a family’s reexamination for continued assistance.

- R. Rent Increases: Rent to owner increases may not be approved if the unit is in a failed condition.

- S. Inspection Form Maintenance: A report of every unit inspection and reinspections will be maintained in the tenant family’s file and will report on:
 - S.1. Any defects or deficiencies in the unit that need correcting to meet HQS; and
 - S.2. Other defects or deficiencies observed by the KHA staff (for use if the owner later claims that the defects or deficiencies were caused by the tenant family).
 - S.3. Neither 24 CFR Part 982 nor anything in this Chapter creates any right of the tenant family, or any party other than HUD or the KHA, to require enforcement of the HQS requirements by HUD or the KHA, or assert any claim against HUD or the KHA, for damages, injunction or other relief, for alleged failure to enforce the HQS.

3. Types of Inspections: There are five (5) types of inspections the KHA performs:
 1. Initial/Move-in: Conducted upon receipt of Request for Approval of Tenancy.
 2. Annual: Must be conducted within twelve months of the last annual inspection (claims).
 3. Special/Complaint: At request of owner, family or an agency or third-party.
 4. Move-Out/Vacate (for pre 10/2/95 contracts where there could be damage
 5. Quality Control.

4. Initial Inspection [24 CFR 982.401 (a)]: In accordance to HUD regulations, the KHA must inspect a unit within fifteen (15) days of request by the family or owner (one the family has submitted a RTAP).
 - A. The Initial inspection will be conducted:
 - A.1. Determine if the unit and property meets the HQS defined in this Plan;
 - A.2. Documents the current condition of the unit as to assist in future evaluations whether the condition of the unit exceeds normal wear and tear.
 - A.3. Document the information to be used for determination of rent-reasonableness.
 - A.3. Before a HAP Contract is executed, the unit must pass HQS standards.

5. Annual HQS Inspection [24 CFR 982.405 (a)]: The PHA conducts an annual inspection in accordance with HUD's HQS & SEMAP requirements, at least annually and 90-120 calendar days prior to the last annual inspection. The annual inspections will:
 - A. Be conducted and addressed as described in the Inspection Guidelines and within the Initial Inspection section.

 - B. If any "failed" items are discovered, the KHA will make determination whether the violations was caused by the tenant family or should have been an area of maintenance to be taken care of by the owner. In determining responsibility, the KHA will consider the family to have caused the HQS violation if any of the following occurred:
 - B.1. The family fails to pay for any utilities that the owner is not required to pay for but which are to paid by the tenant family;
 - B.2. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to provided by the tenant family; or
 - B.3. Any member of the household or guest damages the dwelling unit or premises (damages beyond normal wear and tear).

 - D. An annual inspection must pass HQS before the KHA can conduct and complete a family's reexamination for continued assistance.

6. Special Inspections:

- A. May be scheduled and conducted at the request of the owner, family, KHA, or other interested third parties (such as neighbors or public officials), between the family's anniversary reexamination date. Items which violates HQS will be treated in the same manner as described in the above sections.
- B. The inspection will be conducted to inspect the items which were reported. However, if the KHA identifies additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to repair the failed items.
- C. If the annual inspection date is within 90 days of a special inspection, and as long as all items are inspected that are included in an annual inspection, the KHA may use the special inspection for the required annual inspection.

7. Move-Out Inspections:

- A. As a general rule, the KHA does not perform an inspection at the time the family vacates. However, if the owner/landlord notifies the KHA of possible serious tenant family caused damage to the unit, the KHA will conduct a move-out inspection.
- B. The KHA will also conduct an inspection at the owner/landlord's request if claim is to be submitted for contracts effective before 10/2/95.
- C. The owner/landlord will be informed the that the inspection is to establish whether the tenant family has violated Section 8 HQS and cannot be used to assist in documenting damage to the unit for the purpose of collecting from the tenant family.
- D. If serious HQS violations are found, the tenant family may be denied further assistance.
- E. The KHA is a neutral party who provides housing assistance only and does not take precedence or action on behalf of either party in legal action in recouping damage claim losses.

8. Quality Control Inspections [24 CFR 982.405 (b)]

- A. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS. Quality Control inspections will be performed by KHA supervisory staff on the number of files required by SEMAP.

- B. KHA supervisory staff will reinspect approximately 5% of the HQS inspection within a given fiscal year of the Housing Authority. If any “failed” items are discovered at these monitoring inspections, the following will occur:
 - B.1. The owner or tenant family will be contacted by mail to ensure that the corrections are made. Items, which violate HQS, will be treated in the same manner as described in this Chapter.
 - B.2. The inspections will be regularly analyzed to determine if any patterns or errors occur. Information derived from this analysis will be then used in the KHA’s on-going HQS Training Program.
 - C. The sampling of files will include recently completed inspections (within the prior 3 months), a cross-section of neighborhoods, and a cross-section of inspectors.
9. Tenant Family Automobiles: In order to maintain general site and neighborhood conditions, the following policies will be enforced concerning Automobiles on the property:
- A. All vehicles on the property that are in disrepair and their physical condition (i.e., broken windows, up on jacks, sharp metal edges, etc.) constitutes a hazard and must be removed.
 - B. All vehicles parked on the property must be registered to members of the household family who are listed on the lease. Vehicles parked on the property on a permanent basis that do not belong to the tenant family must be removed.
 - C. Vehicles must be parked in areas designated for parking, not on landscaped areas such as lawns, gardens or other non-parking areas.
10. Acceptability Criteria and Exceptions to HQS [24 CFR 982.401 (a)]:
 The PHA adheres to the acceptability criteria in the program regulations and local codes with the additions described below.
- A. Local Codes [24 CFR 982.401(a)(4)]

Additions

Walls:

In areas where plaster or drywall is sagging, severely cracked or otherwise damaged, it must be repaired or replaced.
 Any exterior or interior surfaces with peeling or chipping paint must be scraped and painted with two coats of unleaded paint or other suitable material.

Windows:

All window sashes must be in good condition, solid and intact, and fit properly in the window frame. Damaged or deteriorated sashes must be replaced.
 Windows must be weatherstripped as needed to ensure a watertight seal.
 Window screens must be in good condition. (Applies only if screens are present)

Any room for sleeping must have a window.

Escape or rescue (egress) windows shall have a minimum net clear operable area of 5.7 square feet. The minimum net clear openable height dimension shall be 24 inches. The minimum net clear openable width dimension shall be 20 inches.

When windows are provided as means or rescue, they shall have a finished sill height not more than 44 inches above the floor.

Doors:

All exterior doors must be weather-tight to avoid any air or water infiltration, be lockable, have no holes, have all trim intact, and have a threshold.

All interior doors must have no holes, have all trim intact, and be openable without the use of a key.

Floors:

All wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be resecured and made level. If they cannot be leveled, they must be replaced.

All floors must be in a finished state (no plywood).

All floors should have some type of moulding, trim, or sealing for a "finished look."

Sinks:

All sinks and commode water lines must have shut off valves, unless faucets are wall mounted.

All worn or cracked toilet seats and tank lids must be replaced and toilet tank lid must fit properly.

All sinks must have functioning stoppers.

Security:

If window security bars or security screens are present on emergency exit window, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

Owners are responsible for providing and replacing old batteries for battery powered units. Tenants will be instructed not to tamper with smoke detectors or remove batteries.

Bedrooms:

Bedrooms in basements or attics are not allowed unless they meet local code requirements and must have adequate ventilation and emergency exit capability.

Minimum bedroom ceiling height is 7'6" or local code, whichever is greater.

Sloping ceilings may not slope to lower than five feet in the 70 square foot area.

Modifications

Modifications or adaptations to a unit due to a disability must meet all applicable HQS and building codes.

Extension for repair items not required by HQS will be granted for modifications/adaptations to the unit if agreed to by the tenant and landlord. PHA will allow execution of the HAP contract if unit meets all requirements and the modifications do not affect the livability of the unit.

B. Emergency Repair Items [24 CFR 982.401(a)]:

The following items are considered of an emergency nature and must be corrected by the owner or tenant (whoever is responsible) within 24 hours of notice by the Inspector:

Lack of security for the unit

Waterlogged ceiling in imminent danger of falling

Major plumbing leaks or flooding

Natural gas leak or fumes

Electrical problem which could result in shock or fire

No heat when outside temperature is below 20 degrees Fahrenheit.

Utilities not in service

No running hot water

Broken glass where someone could be injured

Obstacle which prevents tenant's entrance or exit

Lack of functioning toilet

The PHA may give a short extension (not more than 24 additional hours) whenever the responsible party cannot be notified or it is impossible to effect the repair within the 24-hour period.

In those cases where there is leaking gas or potential of fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to make the repair, proper authorities will be notified by the PHA.

If the emergency repair item(s) are not corrected in the time period required by the PHA, and the owner is responsible, the housing assistance payment will be abated and the HAP contract will be terminated.

If the emergency repair item(s) are not corrected in the time period required by the PHA, and it is an HQS breach which is a family obligation, the PHA will terminate the assistance to the family.

C. Smoke Detectors

Inoperable smoke detectors are a serious health threat and will be treated by the PHA as an emergency (24 hour) fail item.

If the smoke detector is not operating properly the PHA will contact the owner by phone and request the owner to repair the smoke detector within 24 hours. The PHA will reinspect the unit the following day.

If the PHA determines that the family has purposely disconnected the smoke detector (by removing batteries or other means), the family will be required to repair the smoke detector within 24 hours and the PHA will reinspect the unit the following day.

The PHA will issue a written warning to any family determined to have purposely

disconnected the unit's smoke detector. Warning will state that deliberate disconnection of the unit's smoke detector is a health and fire hazard and is considered a violation of the HQS.

CHAPTER 21.

**RECERTIFICATIONS, RETROACTIVE RENT &
FILE MAINTENANCE**

[24 CFR 982.516}

1. General: In accordance with HUD requirements, the PHA will reexamine the income and household composition of all families at least annually to meet the eligibility requirements for continued participation and that each family is paying the appropriate Total Tenant Payment (TTP) with reviewing eligibility status, Total Family Income, Family Composition, and all allowable deductions. This is conducted by completing an Annual Review on each Section 8 family. Families will be provided accurate annual and interim rent adjustments. Recertifications and interim (special) examinations will be processed in a manner that ensures families are given reasonable notice of rent increases. All annual activities will be coordinated in accordance with HUD regulation. It is a HUD requirement that families report all changes in household income and composition. This Chapter defines the KHA's policy for conducting annual recertifications and coordinating annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

2. Annual Activities/Functions: There are three (3) activity functions the KHA must conduct on an annual basis and is coordinated within the Annual Review process.
 - A. Recertification of Income and Family Composition
 - B. HQS Inspection
 - C. Rent to Owner Adjustment/Owner's request for rent increases (*See Chapter 22 on Housing Assistance Payments/Contract Rent Adjustments).

3. Annual Review/Recertification:
 - A. Families are required to be recertified at least annually to meet the eligibility requirement for continued assistance.
 - B. Generally rule, the Annual review process shall begin 90-120 days in advance of the scheduled reexamination date so that the tenant family and owner can be given reasonable notice of any changes.
 - C. The KHA will use the same procedures for obtaining, verifying, and calculating information that were used at admission and will compare the information the tenant family reports to the family's most recent reexamination to identify any discrepancies.
 - D. Notice to the tenant family. The KHA will maintain a reexamination tracking system and the household will be notified by mail of the date and time for their interview at least ninety (90) days in advance of the anniversary date.

D.1. If requested as an accommodation by a person with a disability, the PHA will provide the notice in an accessible format. The PHA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

E. Requirement to Attend:

- E.1. The head of household and spouse or co-head must attend the recertification review.
- i. If the head of household is unable to attend the scheduled review, the review appointment will be rescheduled to a limit of two (2) times.
 - ii. Failure to respond to Notification For Review Recertification. The written notification must state which family members are required to attend the interview. The family may call to request another appointment date up to 10 calendar days prior to the interview.
 - iii. If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with the PHA, the KHA will reschedule a second appointment. If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the PHA will send family notice of termination and offer them an informal hearing. Exceptions to these policies may be made by the KHA if the family is able to document an emergency situation that prevented them from canceling or attending the appointment or if requested as a reasonable accommodation for a person with a disability.

F. Required Forms, Documentation/Verification:

- F.1. The KHA will require the family to complete an Authorization for Release of Information, an Applicant/Tenant Certification, and a Personal Declaration Form at the review.
- F.2. All adult family members must sign all annual review paper work. Failure to do so may result in termination of assistance.
- F.2. In the notification letter to the family (including any other adults 18 or older residing in the household), the PHA will include instructions for the family to bring the following:
- i. Documentation of all income sources
 - ii. Documentation of all assets
 - iii. Documentation of any deductions/allowances
- F.3. Verification for recertifications must be less than ninety (90) days old.

G. Failure to Provide Information:

- G.1. If the family fails or refuses to provide the information needed (information that the KHA determines the family is capable of supplying) within the required time limits, the KHA shall begin the process of terminating the family's housing assistance.

H. Social Security Number & Citizenship Documentation: If not previously verified, at the first or annual recertification on or after June 19, 1995, all household members six (6) years of age and older must also provide the required Social Security Number documentation (or certification) at the time of the annual review. Additionally, if not previously verified, all household members will be required to provide evidence of citizenship and/or eligible immigration status for any family member that have been added to the household and lease since the last review.

4. Special Review/Recertifications:

- A. If at the time of the Annual Review (or admission), it is not possible to make an estimate of Adjusted Income for the next twelve (12) month period with any degree of accuracy because of no current income or unstable past income patterns, the KHA shall determine current rent based on available income data and annualized this amount.
- B. A “special review” shall be scheduled for a specified time (either 30, 60, 90, 120 days) depending upon the KHA’s estimate of the time required for the family circumstances to stabilize. This process shall be continued, if necessary up to the family’s annual review, until such time as reasonable estimate of adjusted income can be made.
- C. If income has changed at the time of any special review, the rate of income shall be projected for a twelve (12) month period and rent charged accordingly.
- D. Zero (0) Income:
 - D.1. An interim review (recertification) will be scheduled for families with zero (0) income every 30 days.
 - D.2. The family will be required to complete the “Declaration of No Income” form by the 20th of each month
 - D.3. If a family is eligible for certain sources of income but claims they do not have any income, the family shall be required to document that they are not receiving income to which they are entitled to. A family reporting no income (zero income) will also be required to submit a monthly budget to the KHA.

5. Interim Review/Recertifications:

- A. The KHA will conduct interim review (reexamination) when families have an increase in income of \$100 per month or if it is a new source of income.
- B. Families will be required to report all increases in income/assets and family composition within ten (10) calendar days of the date of increase or change, between regular annual reviews (reexaminations).

- C. An interim reexamination does not affect the date of the annual (anniversary) review/recertification.
- D. Changes Qualifying for an Interim Review (Recertification):
 - D.1. Decrease in income;
 - D.2. Increase in deductions;
 - D.3. Changes affecting family composition;
 - D.4. Receipt of lump sum payments due to a delayed start of a periodic payment (excluding payments from Social Security or SSI);
 - D.5. Increase in income for families on Credit Rent;
 - D.6. Errors/misrepresentation/fraud;
 - D.7. Any change resulting in an increase in tenant rent when the previous interim review resulted in a decrease in tenant rent.
 - D.8. Additional members to household: Whenever additional members are being added to the household, written permission must be obtained (in advanced) from the owner and KHA. A person being added to the household must meet the KHA's eligibility requirements and standards prior to being added to the household (must be approved by the KHA). The same standards of eligibility and tenant suitability that the KHA uses for applicants shall be used in evaluating a person who is joining a family already in occupancy.

6. Reporting Requirements & Process for Interim Review (Recertifications):

- A. Families shall be required to report changes in household income and composition the following manner:
 - A.1. Changes must be reported in writing. The KHA utilizes a Change of Circumstance Form.
 - A.2. Changes must be received by the KHA within ten (10) calendar days of the change or occurrence.
 - A.3. Failure to properly report any change, with the required documentation and or signatures will be considered untimely reporting and is cause for termination of tenancy and/or housing assistance payments; and if applicable, *shall require retroactive rent charge*.
- B. Processing of Reported Changes: Upon receipt of the reported information, the changes will be processed in the following manner:
 - B.1. If the change qualifies for an interim review, the KHA will:
 - i. Consider all changes (current and previous);
 - ii. Notify the tenant within ten (10) calendar days that the review will be conducted;
 - iii. Always give the tenant family thirty (30) days written notice of a rent increase.
 - B.2. If the change does not qualify for an interim review, the KHA will Notify the tenant family within ten (10) calendar days that the review will not be conducted.

- B.3. Whenever there is evidence that additional changes to income for family composition will occur as a result of the reported changes, the KHA reserves the right to delay processing an interim review for a period not to exceed thirty (30) days.

7. Effective Date of Rent Changes/Errors:

- A. Increased Tenant Rent: If tenant rent increases, a thirty (30) day notice is mailed to the family prior to the scheduled effective date of the annual recertification.
 - A.1. If the change has been reported as required, the increase shall be made effective the first of the second month following the month in which the change in family income or composition occurred.
 - A.2. If the change has been reported as required, and the processing of the interim review is delayed due to the fault of the KHA, the rent increase shall be effective the first of the month thirty (30) days following the processed change.
 - A.3. If the change has *not* been reported as required, or if the tenant fails to provide the required information, if there has been a misrepresentation or a material omission by the family the family, it shall be determined to have caused an unreasonable delay in the interim review process, there will be a retroactive increase in rent to the scheduled effective date of the annual recertification. The rent will be increased the first of the month thirty (30) days following the processed change.
 - A.4. However, if the effective date of the increase will be the first of the month following the date the change occurred. Any money due the KHA as a result of the difference between the date the rent was increased and the effective date of the increase will be charged to the tenant as retroactive rent.
- B. Decreased Tenant Rent:
 - B.1. If the change has been reported as required, a decrease in tenant rent shall be effective the first of the month following the change. However, no downward rent adjustments shall be processed until all the facts have been verified, even if a retroactive adjustment results.
 - B.2. If the change has *not* been reported as required, a decrease in tenant rent shall be effective the first of the month following the date the change was reported.
- C. Rent Errors: If an error in rent is revealed at any time, the KHA shall make adjustments to correct the error as follows:
 - C.1. If the error was due to misrepresentation/fraud (i.e. not reporting a change, withholding information, etc.) and corrective actions result in an *increased* tenant rent, such rent shall be retroactive to the first month following the day the misrepresentation occurred. Unless otherwise agreed to the by KHA, all retroactive rent charges shall be payable the first of the month following determination of the charge.

- C.2. If the error was fault of the tenant and corrective action results in *decreased* rent, such decrease shall be effective the first of the month following the date when the error was discovered.
- C.3. If the error was *not* the fault of the tenant and corrective action results in *increased* tenant rent, such rent shall be effective the first of the second month following the date the error was discovered.
- C.4. If the error was *not* the fault of the tenant and corrective action results in *decreased* tenant rent, the change in rent shall be made retroactive to the effective date the error was made, and the tenant shall be reimbursed accordingly.

8. Retroactive Rent Collection/Repayment Procedures:

- A. Retroactive Rent: If the KHA allows a person who owes retroactive rent to remain on the program, a “repayment agreement” will be required and will be calculated in the following manner:
 - A.1. For retroactive amounts accrued in 12 months or less, repayment shall be made in a time period not to exceed the number of months it took to accrue the balance.
 - A.2. For retroactive amounts whose accrual time is longer than 12 months, repayment shall be made in a time period not to exceed 12 months.
 - A.3. The KHA has the right to terminate a tenant family’s housing assistance if they miss a payment or refuse to sign a retroactive rent agreement.
 - A.4. In the case of a vacated or terminated Section 8 participant owing retroactive rent amounts, a “repayment agreement” must be signed and executed with the KHA within 30 days of the date of the vacate. The repayment agreement shall not exceed 6 months. If an agreement is not executed within 30 days, all amounts owing will be sent to a collection agency.

9. Special Review Due to Adjustment of Allowance for Tenant-Furnished Utilities and Other Services.

- A. At least annually, the KHA shall determine whether there has been a substantial change in utility rates or other generally applicable charges, and whether an adjustment is required in the Allowance for Utilities and other services. If the KHA determines that an adjustment should be made, the KHA shall establish a revised schedule of Utility Allowances taking into account size and type of dwelling units and other pertinent factors. The KHA shall then determine the amounts of adjustments to be made in the amount of rent to be paid by the affected tenant family and the amount of housing assistance payments to the owner and shall notify the tenant family and owner accordingly.
- B. Adjustments in Tenant Rent due to changes in Schedule of Allowances for Tenant-Furnished Utilities and other services shall be made on the Utility Allowance revision anniversary date and the tenant families will be notified accordingly.

- C. Any tenant rent adjustments to the above revisions in utilities and/or services will be conducted through a recertification process. *See Chapter 18 on Utility Allowance for more information.

10. Reviews (Recertifications) Due to Income Changes Resulting from Welfare Program Requirements:

- A. The PHA will not reduce the family share of rent for families whose welfare assistance is reduced specifically because of:
 - A.1. Fraud; or
 - A.2. Failure to participate in an economic self-sufficiency program; or noncompliance with a work activities requirement
 - A.3. However, the PHA will reduce the rent if the welfare assistance reduction is a result of:
 - i. The expiration of a lifetime time limit on receiving benefits; or
 - ii. A situation where the family has complied with welfare program requirements but cannot or has not obtained employment The PHA will notify affected families that they have the right to an informal hearing regarding these requirements. (*See Chapter 15, Verification Procedures for more information).
- B. Definition of Covered Family
 - B.1. A household that receives benefits for welfare or public assistance from a State or public agency program which requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.
- C. Definition of "Imputed Welfare Income":
 - C.1. The amount of annual income, not actually received by a family, as a result of a specified welfare benefit reduction, that is included in the family's income for purposes of determining rent.
 - C.2. The amount of imputed welfare income is determined by the KHA, based on written information supplied to the KHA by the welfare agency, including:
 - i. The amount of the benefit reduction
 - ii. The term of the benefit reduction
 - iii. The reason for the reduction
 - iv. Subsequent changes in the term or amount of the benefit reduction
 - C.3. The family's annual income will include the imputed welfare income, as determined at the family's annual or interim reexamination, during the term of the welfare benefits reduction (as specified by the welfare agency).
 - C.4. The amount of imputed welfare income will be offset by the amount of additional income the family receives that commences after the sanction was imposed. When additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income will be reduced to zero.

- C.5. If the family was not an assisted resident when the welfare sanction began, imputed welfare income will not be included in annual income.
- C.6. If the family claims the amount of imputed welfare income has been calculated incorrectly, the **Executive Director or his/her designee** will review the calculation for accuracy. If the imputed welfare income amount is correct, the PHA will provide a written notice to the family that includes:
 - i. A brief explanation of how the amount of imputed welfare income was determined;
 - ii. A statement that the family may request an informal hearing if they do not agree with the KHA determination.

11. Family Dispute of Amount of Imputed Welfare Income:

- A. If the family disputes the amount of imputed income and the KHA denies the family's request to modify the amount, the KHA will provide the tenant with a notice of denial, which will include:
 - A.1. An explanation for the KHA's determination of the amount of imputed welfare income.
 - A.2. A statement that the tenant may request an informal hearing.
 - A.3. A statement that the grievance information received from the welfare agency cannot be disputed at the informal hearing, and the issue to be examined at the informal hearing will be the KHA's determination of the amount of imputed welfare income, not the welfare agency's determination to sanction the welfare benefits.

12. Cooperation Agreements:

- A. The KHA has executed a Cooperation Agreement with the local welfare agency to ensure timely and accurate verification of noncompliance. The KHA will rely on the welfare agency's written notice regarding the amount of the specified benefit reduction.

13. General Review Procedures for File Maintenance and Entries:

- A. Tenant Files & Entries:
 - A.1. Data assembled at the time of the Review/Recertification will be filed in the folder set up for the tenant family at the time of admissions. The head of household and/or spouse or co-head is required to submit the necessary information for completion of an application or recertification for tenant eligibility and computation of rent.
 - A.2. All entries shall be made in ink or typed. Corrections or changes are to be made by lining through the original entry and entering the correct data. Such changes are to be dated and initialed by the person recording the changed data, and the reasons and authority for such changes are to be noted in the record.

- B. Verification and Documentation of Review/Recertification Data:
 - B.1. The information submitted by the tenant family is to be verified according to the verification requirements of Chapter 15 Verification & Documentation of this Plan.
 - B.2. All members of the household over the age of 18 years shall be required to complete and sign the KHA's Release of Information and required recertification forms , as stated in above sections. Complete and accurate verification records shall be kept in the tenant family's file.

14. Notification Following a Review/Recertification:

- A. For all reviews (recertifications), the tenant family shall be promptly notified of the results of the review and the effective date of any changes. Specifically, notification shall be given as to:
 - A.1. Eligibility status, and, if ineligible the date housing assistance payments will cease.
 - A.2. Any changes to be made in the Tenant Rent or size of dwelling unit (if the unit is over-crowded or under occupied).
 - A.3. Any changes to be made in the size of dwelling unit if the unit is over-crowded or under-occupied (may only be determined at annual review time).
 - A.4. Any instances of misrepresentation or violation of the Family Obligations or Occupancy Rules and any action which is to be taken. If a determination is made by the KHA that data supplied or not properly reported was misrepresented, either on the application or any subsequent review/recertification, the KHA may cancel the Voucher, adjust the Tenant Rent, collect from the family the difference between the rent it has paid and what it should have paid, and/or terminate the tenant family's housing assistance. (* See Chapter on Termination/Denial of Assistance).
 - A.5. The tenant family will be notified, where applicable, of their opportunity for an informal hearing.

CHAPTER 22.

**HOUSING ASSISTANCE PAYMENT (HAP) CONTRACT/
RENT TO OWNER, RENT ADJUSTMENTS, RENT
REASONABLENESS & PAYMENT STANDARDS**

[24 CFR Part 882.108 – 883, 887]

1. General:

- A. The policies in this chapter reflect the amendments to the HUD regulations, which were implemented by the Quality Housing and Work Responsibility Act of 1998 for the Section 8 Tenant-Based Assistance Program. These amendments became effective on October 1, 1999, which is referred to as the “merger date”. These amendments complete the merging of the Section 8 Certificate and Voucher Programs into one program, called the Housing Choice Voucher Program.

All Section 8 participant families have been transitioned to the Housing Choice Voucher Program on or before October 1, 2001. Rent calculation methods for the Housing Choice Voucher Program are described at 24 CFR 982.505. The rent calculation formula is specific and is not subject to interpretation.

The KHA will determine rent reasonableness in accordance with 24 CFR 982.507(a) (*See Chapter 19 for more information on Rent Reasonableness). It is the KHA's responsibility to ensure that the rents charged by owners are reasonable based upon unassisted comparables in the rental market, using the criteria specified in 24 CFR 982.507(b).

This Chapter explains the KHA's procedures for determination of Housing Assistance Payments (rent to owner), Contract Rent Adjustments, Rent Reasonableness and Payments Payment Standards, within rent adjustments.

2. Rent to Owner:

- A. The Rent to Owner is limited only by rent reasonableness. The KHA must demonstrate that the Rent to Owner is reasonable in comparison to rent for other comparable unassisted units.
- B. The only other limitation on rent to owner is the maximum rent standard at initial occupancy (24 CFR 982.508). At the time a family initially receives tenant-based assistance for occupancy of a dwelling unit, whether it is a new admission or a move to a different unit, the family share may not exceed 40 percent of the family's monthly adjusted income.
- C. During the initial term of the lease, the owner may not raise the rent.

3. Adjustments to Contract Rents:

- A. May be adjusted upon request to the KHA by the owner at any time after the initial anniversary date, subject to the rent reasonableness limitations as provided in 24 CFR Part 882.108. However, rent changes must be made in accordance with the provisions outlined in the Housing Assistance Payments (HAP) Contract.
- B. At the time the owner's anniversary date, the KHA may send out a "courtesy letter" and Request for Rent Change form, informing them to contact the KHA by the designated date if a change is desired and being requested in the terms or conditions of the lease. An owner's subsequent request for an increase in the contract rent will be evaluated based on the following guidelines:
 - B.1. In all cases, rent reasonableness determines the maximum amount an owner can receive and the unit must meet Housing Quality Standards (HQS). (*See Chapter 19 for more information on Rent Reasonableness at initial lease up).
 - B.2. If the requested increase in the contract rent is within the published Annual Adjusted Factor, the increase in rent will be approved and processed using the KHA's Notice of Change form. The FMR limitations will not be a factor in rent adjustments using the Annual Adjustment Factors, but the rent reasonableness test must still be met.
 - B.3. The KHA must demonstrate that the contract rent (rent to owner) is reasonable and in comparison to rent for other comparable unassisted units.
- C. If the requested increase in the contract rent is within the published Annual Adjustment Factor, the increase in rent will be approved and processed using the KHA's Notice of Change Form. The Fair Market Rent (FMR) limitations will not be a factor in rent adjustments using Annual Adjustment Factors, but rent reasonableness test must still be met.
- D. If the requested increase in rent above the Annual Adjustment Factor but below the Fair Market Rent (FMR) limitations and rent reasonable, the KHA will contact the owner and inform him/her that the amount of rent is restricted by the Annual Adjustment Factor.
 - D.1. If the owner accepts the restricted amount; the rent increase will be processed with the KHA Notice of Change form.
 - D.2. If the owner maintains a need for a higher rent to operate their business and state that the only other option is to evict the tenant family, the KHA will negotiate with the owner the possibility of signing a new lease/HAP Contract. In this case, the new rent amount cannot exceed the Fair Market Rent (FRM's) in effect at that time.
 - i. Procedure Notice: In order to accomplish this, the owner must give the tenant family written notice at least sixty (60) calendar days before the proposed beginning date of the new lease term. The notice must specify a reasonable time limit for acceptance by

the tenant family. Any new lease proposed by the owner, must be approved in advanced by the KHA and will contain the revision described in 24 CFR 982 including the new Security Deposit and Owners Claim provisions.

4. Rent Reasonableness Determination: [24 CFR 982.507]
- A. The KHA will determine and document on a case-by-case basis that the approved rent is reasonable in comparison to rent for other comparable unassisted units in the market. This applies to all programs.
 - B. The KHA will not approve a lease until the KHA determines that the initial rent to owner is a reasonable rent. The KHA must redetermine the reasonable rent before any increase in the rent to owner, and if there is a five percent decrease in the published FMR in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary.
 - C. The KHA must redetermine rent reasonableness if directed by HUD and based on a need identified by the KHA's auditing system. The KHA may elect to redetermine rent reasonableness at any other time. At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or redetermined by the KHA.
 - D. The owner will be advised that by accepting each monthly housing assistance payment s/he will be certifying that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises.
 - E. If requested, the owner must give the KHA information on rents charged by the owner for other units in the premises or elsewhere. The KHA will only request information on the owner's units elsewhere if the KHA has cause to demonstrate that the owner has a tendency to charge higher rents to program participants or if needed for rent reasonableness comparables.
 - F. The data for other unassisted units will be gathered from newspapers, Realtors, professional associations, inquiries of owners, market surveys, and other available sources.
 - G. The market areas for rent reasonableness are neighborhoods within the KHA's jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area.

- H. The following items will be used for rent reasonableness documentation:
- Size (number of Bedrooms/square footage)
 - Location
 - Quality
 - Amenities (bathrooms, dishwasher, air conditioning, etc.)
 - Housing Services
 - Age of unit
 - Unit Type
 - Maintenance
 - Utilities
5. Rent Reasonableness Methodology:
- A. The KHA maintains notebooks which include data on unassisted units for use by staff in making rent reasonableness determinations. The data is updated on an ongoing basis and purged when it is more than 12 months old.
6. Adjustment of Contract Rent/Voucher Program:
- A. The contract rent for the unit at initial housing and at subsequent times is a matter determined solely between the tenant family and the owner, with copies of all changes submitted to the KHA. The KHA determines the amount of subsidy a tenant family will receive but does not limit the rent charged by the owner. However, the rent may not be increased during the first year of lease term.
7. Fair Market Rents:
- A. Section 8 Fair Market Rents (FMR's): Fair Market Rents (FMR's) for the Section 8 program are published annually by HUD in the Federal Registry. FMR's are published by bedroom size.
8. Section 8 Payment Standards: [24 CFR 982.503]
- A. The Payment Standard is used to calculate the housing assistance payment for a family. In accordance with HUD regulation, and at the KHA's discretion, the Voucher Payment Standard amount is set by the PHA between 90 percent and 110 percent of the HUD published FMR. This is considered the basic range. The PHA reviews the appropriateness of the Payment Standard annually when the FMR is published. In determining whether a change is needed, the PHA will ensure that the Payment Standard is always within the range of 90 percent to 110 percent of the new FMR, unless an exception payment standard has been approved by HUD.

- B. The KHA will establish a single voucher payment standard amount for each FMR area in the KHA jurisdiction. For each FMR area, the KHA will establish payment standard amounts for each “unit size”. The KHA may have a higher payment standard within the KHA’s jurisdiction if needed to expand housing opportunities outside areas of minority or poverty concentration, as long as the payment standard is within the 90-110% of FMR range.
- C. The KHA will formally adopt a Housing Voucher Payment Standard Schedule. This schedule will remain in effect until such time as a revision is determined necessary.
- D. Payment Standards Adjustments: [24 CFR Part 887.351]
- D.1. May be adjusted, within HUD regulatory limitations, to increase Housing Assistance Payments in order to keep families' rents affordable. The KHA will not raise Payment Standards solely to make "high end" units available to Voucher holders. The KHA may use some or all of the measures below in making its determination whether an adjustment should be made to the Payment Standard:
- i. Assisted Family’s Rent Burden: The KHA will review its voucher payment standard amounts at least annually to determine whether more than 40 percent of families in a particular unit size are paying more than 30% of their annual adjusted income for rent.
 - ii. Quality of Units Selected: The KHA will review the quality of units selected by participant families when making the determination of the percent of income families are paying for housing, to ensure that Payment Standard increases are only made when needed to reach the mid-range of the market.
 - iii. KHA Decision Point: The KHA will review the average percent of income that families on the program are paying for rent. If more than 40% of families are paying more than 30% of monthly adjusted income for a particular unit size, the KHA will determine whether families are renting units larger than their voucher size, and whether families are renting units which exceed HUD’s HQS and any additional standards added by the KHA in this Administrative Plan. If families are paying more than 30% of their income for rent due to the selection of larger bedroom size units or luxury units, the KHA may decline to increase the payment standard.
 - iv. Rent to Owner Increases: The KHA may review a sample of the units to determine how often owners are increasing rents and the average percent of increase by bedroom size.

- v. Time to Locate Housing: The KHA may consider the average time period for families to lease up under the Voucher program. If more than 5 percent of Voucher holders are unable to locate suitable housing within the term of the voucher and the KHA determines that this is due to 10 percent of rents in the jurisdiction being unaffordable for families even with the presence of a voucher the Payment Standard may be adjusted.
- vi. Lowering of the Payment Standard: Lowering of the FMR may require an adjustment of the Payment Standard. Additionally, statistical analysis may reveal that the Payment Standard should be lowered. In any case, the Payment Standard will not be set below 90 percent of the FMR without authorization from HUD.
- vii. Financial Feasibility: Before increasing the Payment Standard, the PHA may review the budget to determine the impact projected subsidy increases would have on funding available for the program and number of families served. For this purpose, the PHA will compare the number of families who could be served under a higher Payment Standard with the number assisted under current Payment Standards.
- viii. File Documentation: The KHA will retain a file for at least three years to document the analysis and findings to justify whether or not the Payment Standard was changed.

D.2. Exception Payment Standards: If the dwelling unit is located in an exception area, the PHA must use the appropriate payment standard amount established by the PHA for the exception area in accordance with regulation 24 CFR 982.503.

9. Making Payments to Owners (HAP): [24 CFR 982.451]

- A. Once the HAP Contract is executed, the KHA begins processing payments to the landlord. A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. Changes are made manually to the HAP Register for the following month. Checks are disbursed by the Section 8/Finance Departments to the owner each month. Checks may not be picked up by owner at the KHA office. Exceptions may be made on a case-by-case basis in cases of hardship.
- B. Checks that are not received will not be replaced until a written request has been received from the payee and a stop payment has been put on the check.

10. Excess Payments:

- A. The total of rent paid by the tenant plus the PHA housing assistance payment to the owner may not be more than the rent to owner. The owner must immediately return any excess payment to the PHA. Owners who do not return excess payments will be subject to penalties as outlined in the "Owner or Family Debts to the PHA" chapter of this Administrative Plan.

11. Late Payments to Owners

- A. It is a local business practice in Kennewick Housing Authority's jurisdiction for property managers and owners to charge tenants a reasonable late fee for rents not received by the owner or property manager by the due date, notwithstanding any grace period which is typically 5 days past the first of the month.
- B. In keeping with generally accepted practices in the local housing market, the KHA must make housing assistance payments to the owner promptly and in accordance with the HAP contract:
 - B.1. Proof of "Mailed to" date will be the: Date of receipt of mailing from the Post Office.
 - B.2. Proof of "Received by Owner" will be: 5 calendar days after date of mailing by PHA.
 - B.3. A stop payment will be made after the 10th of the month and a check will be re-issued .
 - B.4. To assist the KHA in its outreach efforts to owners, and to provide better customer service, the KHA will offer to make automatic monthly HAP deposits mailed to the bank account of the owner. If the owner agrees to such an arrangement with the KHA, the date the bank shows as the deposit date, will be the official date of record and will be the determining factor in cases involving late payment penalties.
- C. The KHA will not be obligated to pay any late payment penalty if HUD determines that late payment is due to factors beyond the PHA's control, such as a delay in the receipt of program funds from HUD. The KHA will use administrative fee income or the administrative fee reserve as its only source for late payment penalty.
 - C.1. The KHA will not use any program funds for the payment of late fee penalties to the owner.

11. Owner Payment in the Section 8 Voucher Program: The owner is required to notify the KHA, in writing, at least sixty days before any change in the amount of rent to owner is scheduled to go into effect. Any requested change in rent to owner will be subject to rent reasonableness requirements. See 24 CFR 982.503.

12. Miscellaneous Items:

- A. Authorized Uses and Restrictions on Use of the Administrative Fees and Operating Reserves:
 - A.1. The KHA shall maintain separate administrative fee reserve accounts for the KHA's Voucher programs. The KHA will credit to these reserves the total of:

- i. The amount by which program administrative fees paid by HUD for the KHA fiscal year exceed the KHA program administrative expenses for the fiscal year; plus
 - ii. Interest earned on the administrative fee reserve.
 - A.2. The operating reserve balance shall be used as follows:
 - i. Reasonable balances shall be maintained against possible future deficits occurring in the Section 8 Voucher program.
 - ii. Excess balances above the reserves for future deficits may be expended for any housing purpose expenditure permitted by State and local law. The Executive Director may pre-authorize expenditures for these purposes to an amount not to exceed \$2,5000. Amounts in excess of this limit shall require prior approval of the Board of Commissions.
- B. Depository for Section 8 Funds: All program receipts will be promptly deposited with a financial institution selected as a depository by the KHA in accordance with HUD requirements, including the provision of 24 CFR 982.156.
- C. HUD Payments:
 - C.1. Budget Submission. Each KHA fiscal year, the KHA shall submit its proposed budget for the program to HUD for approval at such time and in such form as required by HUD.
 - C.3. KHA use program receipts. HUD payments under the consolidated ACC, and any other amounts received by the KHA in connection with the program must be used in accordance with the KHA HUD-approved budget. Such HUD payments and other receipts may only be used for:
 - i. Housing Assistance Payments; and
 - ii. KHA administrative fees.

CHAPTER 23. CONTINUED ASSISTANCE (WHEN ASSISTED FAMILY MOVES) & PORTABILITY [24 CFR 982.314, (.353), (.353(a))]

1. General: HUD regulations permit families to move with continued assistance to another unit within the KHA's jurisdiction, or to a unit outside of the KHA's jurisdiction under Portability procedures. The regulations also allow the KHA the discretion to develop policies which define any limitations or restrictions on moves. This Chapter defines the procedures for moves, both within and outside of, the KHA's jurisdiction, and the policies for restriction and limitations on moves.
2. General Guidelines for Allowable Moves with Continued Assistance:
 - A. A family may move to a new unit with continued assistance if:
 - A.1. The assisted lease for the old unit has terminated because the KHA has terminated the HAP contract for owner breach. If an owner fails to maintain a dwelling unit in a decent, safe and sanitary condition, and if it is necessary for the KHA to terminate the contract with the owner because of HQS and/or HAP violation, the KHA will issue another Voucher to the tenant family so that they may locate and lease another approved unit under the program.
 - i. A family who refuses to move or who causes the HQS violations may be terminated from the program in accordance with policies established in this Plan in Chapter for Termination.
 - A.2. If the KHA determines that the tenant family is living in an overcrowded or oversized unit, the KHA will issue a tenant family a new Voucher in order that the tenant family can locate an acceptable and approved unit as soon as possible.
 - i. The KHA will notify the tenant family that exceptions to the standard may be granted, and under what circumstances in which the granting of an exception will be allowed. A tenant family who refuses to move may be terminated from the program but the KHA will not terminate the current HAP payment unless the tenant family's Voucher has expired and the tenant family has rejected without good cause the offer of a new unit.
 - A.3. If a family notifies the KHA, during or at the end of the lease that they want to move to another dwelling unit, (in an area in which the KHA is not legally barred from entering in to contracts), and if the KHA determines it has sufficient funding for continued assistance for the tenant family, and if the family has given the owner proper lease notice or received a mutual rescission of the lease, the KHA will issue another Voucher so the tenant family can locate another approved dwelling unit. The KHA may deny issuance of another Voucher, in accordance to the provisions and policies in Plan in the Chapter of Denial/Termination.

- A.4. If the owner has given the tenant family a notice to vacate, or has commenced an action to evict the tenant family, or has obtained a court judgment or other process allowing the owner to evict the tenant family (unless assistance to the family will be terminated), the KHA will issue another Voucher so the tenant family can locate another approved dwelling unit.
 - B. The family must be in a “good standing” status for the KHA to allow the tenant family to move with continued assistance.
 - B.1. The tenant family must have and KHA may deny an issuance of a new Voucher for permission to move if:
 - i. The tenant family has violated a KHA program obligation or policy;
 - ii. The tenant family owes the KHA or an owner/landlord money for rent or damages;
 - iii. Tenant family did not issue proper notice of lease termination (by state law), to the owner and KHA
 - iv. The family has moved or been issued a Voucher within the last 12 months;
 - B.2. Permission to move may be granted if the tenant family enters into a repayment agreement, and keeps current with payments, for the debt owed; The agreement must be executed prior to moving to the new unit. KHA Executive Director or designee may make exceptions to these restrictions if there is an emergency reason for the move over which the participant has no control. The KHA has the discretion to make such an approval and will be on a case-by-case basis.
 - C. Restrictions on Moves [24 CFR 982.314, 982.552(a)]
 - C.1. Families will not be permitted to move within the KHA's jurisdiction during the initial year of assisted occupancy.
 - C.2. Families will not be permitted to move outside the KHA's jurisdiction under portability procedures during the initial year of assisted occupancy.
 - C.3. Families will not be permitted to move more than once in a 12-month period.
 - C.4. The KHA will deny permission to move if there is insufficient funding for continued assistance.
 - C.5. The KHA **may** deny permission to move if:
3. Procedures for Moves: [24 CFR 982.314]
- A. Issuance of Voucher:
 - A.1. Subject to the restrictions on moves, if the family has not been recertified within the last 120 days, the KHA will issue the voucher to move as soon as the family requests the move.

- A.2. If the family does not locate a new unit, they may remain in the current unit so long as the owner permits.
- A.3. The annual recertification date will be changed to coincide with the new lease-up date.

B. Notice Requirements:

- B.1. Briefing sessions emphasize the family's responsibility to give the owner and the PHA proper written notice of any intent to move.
The family must give the owner the required number of days written notice of intent to vacate specified in the lease and must give a copy to the PHA simultaneously.

C. Time of Contract Change:

- C.1. A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move except that there will be no overlapping assistance.
- C.2. In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy, unless proper notice was given to end a lease midmonth. Assistance will start on the new unit on the effective date of the lease and contract. Assistance payments may overlap for the month in which the family moves.

4. Portability: [24 CFR 982.353]

Portability applies to assisted families moving out of or into the KHA's jurisdiction anywhere within the United States and where a Housing Authority administers a tenant-based program. The KHA will implement its portability program using the following guidelines:

A. The KHA as the "Initial" Housing Authority will:

- A.1. Limit the ability of the family to one move between jurisdictions in a twelve-month period.
- A.2. Require the family to live within the jurisdiction of the KHA during the first twelve months on the program (at initial admission into the program).
* See Section below within this Chapter of Exceptions to Portability.
- A.3. Advise the family, if eligible, how to contact and request assistance from a receiving Housing Authority.
- A.4. Contract the receiving Housing Authority to notify them to a family is porting their assistance into their jurisdiction.
- A.5. Determine whether the family is income-eligible in the area where the family wants to lease a unit.
- A.6. Send the receiving Housing Authority the appropriate required forms, verification and reports on the family (HUD Family Report 50058).

- A.7. The KHA will issue a “Portable Voucher” according to its own Occupancy Standards, if the family has a change in family composition, which would require a change in the Voucher size. The Voucher size will be in compliance with the KHA’s standards.
 - A.8. Provide reimbursement if the receiving Housing Authority elects not to subsidize the family through its own program funding (ACC). Subsidy Reimbursement will be for:
 - i. The full amount of the Housing Assistance Payments (HAP) made on behalf of the family, determined in the same manner as for other families in the receiving Housing Authority program.
 - ii. 80% of the initial Housing Authorities on-going administrative fee for each unit month that that family receives assistance under the receiving Housing Authority program.
 - A.9. Comply with financial procedures required by HUD, including the use of HUD-required billing forms and meeting deadlines for billing and payments.
 - A.10. Ensure the KHA has the financial ability to provide assistance for families that move out of the KHA program under the portability procedures that have not been absorbed by the receiving Housing Authority, as well for families that remain in the KHA program.
- B. The Housing Authority as the “Receiving” Housing Authority will:
[24 CFR 982.354, 982.355]
- B.1. Accept the valid Voucher from a tenant-based assisted family and promptly notify the initial Housing Authority that services will be provided by billing in accordance with the requirements of 24 CFR 982.355(e).
 - B.2. The KHA may absorb Vouchers if such absorption does not exceed 5 percent (%) of households assisted.
 - B.3. Issue a Voucher to the family with the terms not to expire before the expiration date of any initial Housing Authority Voucher. Any extension of the terms will be determined by the “receiving” Housing Authority.
 - B.4. Determine the unit size for the family in accordance with its subsidy standards.
 - B.5. Income and Total Tenant Payment of Incoming Portables [982.353(d)]
As receiving Housing Authority, the KHA will conduct a recertification interview but only verify the information provided if the documents are missing or are over 120 days old, whichever is applicable, or there has been a change in the family's circumstances.
 - i. If the KHA conducts a recertification of the family it will not cause a delay in the issuance of a voucher.
 - ii. If the family's income is such that a \$0 subsidy amount is determined prior to lease-up in the KHA's jurisdiction, the KHA will refuse to enter into a contract on behalf of the family at \$0 assistance.

- B.6. Promptly notify the “initial” Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a Request For Tenancy Approval (RFTA) form for an eligible unit within the terms of the Voucher.
- B.7. Perform all Housing Authority functions, such as reexaminations of family income and composition, annual HQS inspections of the unit, etc.,
- B.8. Reserve the right to deny or terminate assistance to the family in accordance with this Plan, Chapter on Denial/Termination of Assistance.

C. Restrictions on Portability:

C.1. Applicants:

If neither the head or spouse had a domicile (legal residence) in the KHA's jurisdiction at the date of their initial application for assistance, the family will not be permitted to exercise portability upon initial issuance of a voucher, unless the PHA approves such move. [NOTE: legal domicile is defined by local government.]

- i. Upon initial issuance of a Voucher the family must be income eligible under the receiving KHA income limits during the initial 12-month period after admission to the program.

C.2. Participants:

After an applicant has leased-up in the jurisdiction of the initial housing agency, they cannot exercise portability during the first year of assisted occupancy, except in the following circumstances:

- i. The receiving and initial KHA agree to allow the move.
- ii. The family's move relates to an opportunity for education, job training or employment

C.3. The KHA will not permit families to exercise portability:

- i. If the family is in violation of a family obligation and program regulations.
- ii. If the family owes money to the KHA, another Housing Authority or owner for rent and/or damages.
- iii. If the family has moved out of its assisted unit in violation of the lease.

C.4. Receiving Housing Authority will be required to submit hearing determinations to the KHA within 30 calendar days.

D. Request For Tenancy Approval (RFTA) for Portable Families:

D.1. A briefing will be mandatory for all portability families.

D.2. The incoming portable family will be required to pass a screening/background check for drug-related, sex offenses, and criminal activity.

D.3. The incoming portable family will be required to complete a KHA standard Section 8 application and all required release of information and consent forms.

- D.4. When the Family submits a Request For Tenancy Approval, it will be processed using the KHA's policies.
- D.5. If the Family does not submit a Request For Tenancy Approval or does not execute a lease, the initial Housing Authority will be notified within 30 working days by the KHA.
- D.6. If the Family leases up successfully, the PHA will notify the initial Housing Authority within 30 working days, and the billing process will commence.
- D.7. The KHA (as the receiving Housing Authority) will notify the initial Housing Authority if the family fails to submit a Request For Tenancy Approval for an eligible unit within the term of the Voucher.
- D.8. If the KHA (as the receiving Housing Authority) denies assistance to the family, the KHA will notify the initial Housing Authority within 30 working days and the family will be offered a review or hearing, if applicable.
- D.9. The KHA will notify the Family of its responsibility to contact the initial Housing Authority if the family wishes to move outside the KHA's (as the current receiving Housing Authority) jurisdiction under continued portability.

E. Termination of Portable Families:

- E.1. The KHA will notify the initial Housing Authority in writing of any termination of assistance within 30 working days of the termination. If an informal hearing is required and requested by the family, the hearing will be conducted by the KHA, using the regular hearing procedures included in this Plan. A copy of the hearing decision will be furnished to the initial Housing Authority.
- E.2. Collecting Amounts Owed/Repayment Agreements: The initial Housing Authority will be responsible for collecting amounts owed by the family for claims paid and for monitoring repayment. If the initial Housing Authority notifies the KHA that the family is in arrears or the family has refused to sign a Payment Agreement, the KHA will terminate assistance to the family.

5. Portability for Special Voucher Programs (FSS Program):

- A. Family Self-Sufficiency (FSS) Program Portability: For the FSS program, provisions from the KHA's Administrative Plan that contains the KHA's FSS Action Plan for the program will apply except that the participant tenant family *must* lease an assisted unit in the initial Housing Authority's jurisdiction for a minimum of 12 months after the effective date of the Contract of Participation. Thereafter, the FSS family may move outside the initial Housing Authority's jurisdiction. For those families who choose to move after the initial residency and who are unable to fulfill the obligations under their Contract of Participation, the KHA may terminate the family from the FSS Program.

CHAPTER 24. CONTRACT DENIAL & TERMINATION (HAP)
[24 CFR 982.311, 982.314]

1. General:

- A. The chapter describes in terms and circumstances under which denial or termination of a participant's Housing Assistance Payments (HAP) Contract can be denied or terminated by the KHA (Housing Authority), and the policies and procedures for such terminations.
- B. The HAP is the contract between the owner and the KHA, which defines the responsibilities of both parties.
- C. The term of the HAP contract is the same as the term of the lease. The contract between the owner and the KHA may be terminated by the KHA, or by the owner or tenant terminating the lease.
- D. No future subsidy payments on behalf of the family will be made by the KHA to the owner after the month in which the contract is terminated. The owner must reimburse the PHA for any subsidies paid by the KPHA for any period after the contract termination date.
- E. If the family continues to occupy the unit after the Section 8 contract is terminated, the family is responsible for the total amount of rent due to the owner. The owner will have no right to claim compensation from the KHA for vacancy loss under the provisions of certificate HAP contracts effective before October 2, 1995.
- F. After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit

2. Denial or Termination of Participant's Housing Assistance Payments (HAP) by the KHA:

- A. The KHA has the right to deny or terminate Housing Assistance Payments which are being made on behalf of the participant family. Reasons for denial or termination of assistance may include any or all of the following:
 - A.1. If the family has engaged in or threatened abusive or violent behavior toward KHA personnel.
 - A.2. If the family has not reimbursed any Housing Authority for amounts paid to an owner under the HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

- A.3. If the family currently owes rent or other amounts to the KHA, or to another Housing Authority in connection with Section 8 or Public Housing assistance under the 1937 Housing Act.
- A.4. If any member of the family has ever been evicted from Public Housing.
- A.5. If any Housing Authority has ever terminated assistance under the Section 8 Voucher program for any member of the family.
- A.6. If the family breaches an agreement with the KHA to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority. At its sole discretion, the KHA may elect to offer an agreement to pay amounts owed to the Housing Authority or amounts paid to an owner by a Housing Authority. The terms of any such agreement shall be prescribed solely by the KHA or Housing Authority.
- A.7. If a family violates any family obligation under the program as stated in 24 CFR Part 982.511 and listed below:
 - i. The family must supply any information that the KHA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR part 812 and other sections of this Administrative Plan). “Information includes any requested certification, release or other documentation.
 - ii. The family must supply any information requested by the KHA or HUD for use in a regularly scheduled recertification or interim recertification of family income and composition in accordance with HUD requirements.
 - iii. The family must disclose and verify social security numbers (as provided by 24 CFR part 750) and must sign and submit a consent form for obtaining information in accordance with 24 CFR part 760 and 24 CFR part 813.
 - iv. The family is responsible for ensuring all information supplied by the family is true and complete.
 - v. The family is responsible for a Housing Quality Standards breach caused by the family for any of the following:
 - a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant family.
 - b. The family fails to provide and maintain any appliances that the owner is not required to provide but which are to be provided by the tenant.

- c. Any family member of the household or guest damages the dwelling unit or premises (damages beyond ordinary wear and tear).
 - 1. If the family caused damage is life threatening, the family will be required to correct the defect within no more than 24 hours. For other family caused defects, the family will be required to correct the defect within no more than 30 calendar days (unless an extension is granted by the KHA).
 - 2. Serious or repeated tenant family caused damages may result in the termination of the family's Housing Assistance Payments.
- vi. The family must allow the KHA to inspect the unit at reasonable times and after reasonable notice.
- vii. The family may not commit any serious or repeated violations of the lease, program obligations or occupancy rules (in accordance of the KHA's Administrative Plan). Examples of serious or repeated violations of the lease include but are not limited it:
 - a. Any of the following criminal activity by the tenant family, or of the tenant's household, a guest or another person, in the tenant's dwelling unit or in or about the dwelling unit or premises with the knowledge or consent of a member of the household:
 - 1. Any criminal activity or other activity that threatens the health, safety, or right to peaceful enjoyment of the premises or adjacent neighborhood by the KHA employees, other residents, guest, or neighbors.
 - 2. Any acts of violence or alcohol abuse that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents or employees of the KHA.
 - 3. Any criminal activity, including drug-related criminal activity on or off the premises. Drug related criminal activity means illegal manufacture, sale, distribution, use or permission with intent to manufacture, sell, distribute, or use a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).
 - b. A family pattern or history of disturbance of neighbors or destruction of property, or any adverse living or housekeeping habits resulting in damage to the unit or premises.
 - c. Eviction from the unit for tenant-caused reason.

- d. The family must notify the KHA and the owner in writing before the family moves out the unit, or terminate the lease on notice to the owner.
- e. The family must promptly give the KHA a copy of the any owner eviction notice.
- f. Use and occupancy of the unit must meet the following requirements:
 - 1. The family must use the assisted unit for residence by the family and the unit must be the family's only residence.
 - 2. The composition of the assisted family residing in the unit must be approved in writing by the KHA. The family must promptly inform the KHA in writing of the birth, or adoption, or court-awarded custody of any child. The family must request the KHA approval to add any other family member as a occupant of the unit.
 - 3. The family must promptly notify the KHA in writing if any family member no longer resides in the unit.
 - 4. The KHA must give written approval first before a family can add any foster child or live-in aide to their household and unit.
 - 5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to the primary use of the unit for residence by members of the family, and with KHA written approval.
 - 6. The family must not sublet the unit.
 - 7. The family must not assign the lease or transfer the unit.
- g. The family must supply any information or certification requested by the KHA to verify that the family is living in the unit, or relating to family absence from the unit, including any KHA-requested information or certification on the purposes of family absences.
 - 1. The family must promptly notify the KHA of absence form the unit.
 - 2. The family may not be absent from the unit for a period of more than 90 consecutive days (3 months) for any circumstances within a 12-month period. This family must notify the owner and KHA in writing of the absence.

3. The family may not be absent from the unit for a period of more than 180 consecutive days, for any reason in accordance to 24 CFR part 982.312. This is including a tenant who is admitted into a medical facility for treatment. Written documentation must be issued to the KHA.
- h. The family must not own or have any interest in the unit.
- i. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD) federal, State or local housing assistance program.
- j. The member of the family may not engage in any criminal activity, including drug-related criminal activity.
 1. The KHA has a “One Strike” tolerance policy with respect to violations of the lease terms regarding any criminal activity including drug related criminal activity. Any criminal or other activity, even in the absence of conviction or arrest, shall be cause for denial or termination of assistance. In determining whether to deny or terminate assistance, the KHA may waive the policies prohibiting admission in these circumstances if the person demonstrates to the KHA’s satisfaction that the person no longer engaging in the illegal use of a controlled substance or abuse of alcohol and;
 - i. has successfully completed a supervised and certified drug or alcohol rehabilitation program;
 - ii. has otherwise been rehabilitated successfully.
 2. In making its determination as to whether any criminal activity or drug related criminal activity occurred, the issue will be whether the preponderance of evidence indicates that a family has engaged in such activity, regardless of whether the family member has been arrested or convicted.
- k. FSS Program: If a family participating in the FSS program fails to comply, without good cause, with the family’s FSS contract of participation.
 1. If any family member of the family fails to sign and submit consent forms for obtaining information in accordance with 24 CFR part 760 and part 813.

- m. If any member is not eligible due to the following restrictions on assistance to noncitizen:
 - 1. Required documentation of citizenship (i.e., the declaration) and eligible immigration status is not submitted to the KHA.
 - 2. Evidence of citizenship and eligible immigration status is timely submitted, but INS verification does not verify eligible immigration status of a family member and;
 - i. The family does not pursue INS appeal or informal hearing rights (as provided in Chapter 11, Grievance & Informal Hearings in this Plan); or
 - ii. INS and/or informal hearing rights are pursued, but the final appeal or hearing decisions are decided against the family member.
- n. If the family fails to move after being required to by the KHA (due to the unit being overcrowded or the family being under housed);

B. Additional Criteria for Denial/Termination of HAP: Assistance for any of the above reasons may include any of the following in refusing to enter into a HAP contract or approved lease; terminating Housing Assistance Payments under an outstanding HAP contract; and refusing to process or provide assistance under portability procedures (also see 24 CFR 982.552).

- B.1. If the KHA initiates an action to “terminate” the assistance of a participant, the participant will receive written notice of the decision with a brief statement of the reasons for the KHA’s decision. The Notice will state:
 - i. that the participant may request an Informal Hearing to contest the decision and will explain the procedures for obtaining such a hearing.
 - ii. The written notice will also state the deadline for the family to request a hearing.
- B.2. INS Termination (Tenant Family): Any family for which assistance is to be “terminated” for failure to receive a certification of eligible immigration status from the INS must be notified of their right to request an appeal of the results of the INS verification to the INS instead of, or in addition to, an Informal Hearing with the KHA. The notice must also inform the tenant of:
 - i. The reason for the proposed termination of assistance.
 - ii. That the family may be eligible for “prorated” assistance, continued assistance, or a temporary deferral of termination and the procedures for obtaining each.

iii. The time limits and procedures to follow in order to pursue an INS and/or Housing Authority appeal and that, if the family chooses to pursue the appeals process the tenant's occupancy cannot be terminated until all appeals are processed.

B.3. INS Denial (Applicants): Families being "denied" assistance as a result of their immigration status will also be informed of their right to request an appeal of the results of the INS verification to the INS instead of, or in addition to, an Informal Hearing with the KHA.

The notice must inform the applicant:

- i. The applicant family may be eligible for "proration" of assistance based on the number of family members with "eligible immigration status".
- ii. Procedures that must be followed when requesting an appeal to the INS and/or KHA.
- iii. The assistance may not be delayed until the conclusion of the INS appeal process, but that the assistance may be denied while awaiting the outcome of the KHA's Informal Hearing process.

B.4. Denial for Unit Transfer: If the KHA initiates an action to deny another Voucher to a participant wanting to move, the participant will receive prompt written notice informing them of the decision to deny their assistance. The participant will also receive prompt written notice informing them of the decision to deny their assistance. If applicable, the participant will also have access to the KHA's Informal Hearing procedures.

3. Termination by the Family:

- A. Family termination of the lease must be in accordance with the terms of the lease, and if the family moves. [24 CFR 982.314(c)(2)]
- B. The family may terminate the lease at any time after the first year. The lease shall state the required number of days of advance notice in order to terminate the lease and shall be consistent with the requirements of state law. A family shall not be required to provide more than a 60 days notice.
- C. A family shall not be allowed to terminate the lease during the first year of the lease term even with a mutual rescission from an owner.
- D. A family shall be restricted to no more than one (1) move during any one-year period.
 - i. At the sole discretion of the KHA, and with third party documentation, which demonstrates special hardship situations, exceptions may be made to this restriction.

- E. Notice: A copy of any family notice to the owner terminating the lease must also be given to the KHA.
 - E.1. Failure to issue a copy to the KHA shall be considered a breach of the family's obligation and may be grounds for termination of assistance.
 - E.2. At the time of termination, the family shall also be required to notify the KHA if it desires continuing assistance under the program.

- F. KHA Denial/Restrictions: The KHA may deny permission to move if the KHA does not have sufficient funding for continued assistance.

- 4. Termination of Owner's HAP Contract by the Authority:
 - A. The following actions by the owner (including a principal or other interested party) is a breach of the HAP contract:
 - A.1. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligations to maintain the unit in accordance with HQS.
 - A.2. If the owner has violated any obligation under any other Housing Assistance Payments contract under Section 8 of the 1937 Housing Act..
 - A.3. If the owner has committed fraud, bribery or other corrupt or criminal act in connection with any other federal housing program.
 - A.4. If the owner has engaged in drug-trafficking.

 - B. If it is determined the owner has breached the contract, the KHA may implement one or more of the following sanctions:
 - i. Recovery of overpayments.
 - ii. Abatement or other reductions of Housing Assistance;
 - iii. Termination of Housing Assistance and/or termination of the HAP contract.

 - C. Additional Circumstances where HAP contract may also be terminated if:
 - i. The family has been required to move from the unit because of overcrowding and fails to move.
 - ii. The KHA determines, in accordance with HUD requirements, that funding under its consolidated Annual Contributions Contract (ACC) is insufficient to support continued assistance for families in the program.

 - D. The HAP Contract terminates automatically 180 calendar days after the last Housing Assistance Payment to the owner.

 - E. The family is not a party to, or third party beneficiary of the HAP contract. The family may not exercise any right or remedy against the owner under the HAP contract. Even if the family continues to occupy the unit, the KHA may exercise any right or remedy against the owner under the HAP contract.

5. Termination of Tenancy by the Owner/Evictions: [24 CFR 982.310, 982.455]
- A. During the term of the lease, the owner may not terminate the tenancy except on the following grounds:
- A.1. Serious or repeated violations of the terms and conditions of the lease, including but not limited to failure to pay rent or other amounts due under the lease, or repeated violations; or
- A.2. Violations of Federal, State or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises; or criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or person residing in the immediate vicinity of the premises or any drug related criminal activity on or near the premises; or
- A.3. Evidence of Criminal Activity: The owner may terminate and evict the by judicial action of the family for criminal activity by a covered person if the owner determines they have engaged in the criminal activity:
- i. Regardless of conviction or arrest.
- ii. Without satisfying the standard of proof used for criminal conviction.
- A.3. Other good cause.
- B. During the "initial" term of the lease, the owner may not terminate the tenancy for "other good cause" unless the owner is terminating the tenancy because of something the family did or failed to do. (See CFR 24 Part 982.310.)
- C. The family is not responsible for payment of the portion of the rent to owner covered by the Housing Assistance Payment and the KHA failure to pay the HAP to the owner is not a violation of the lease between the tenant and the owner and is not a cause for eviction.
- D. The KHA does not authorize eviction actions nor determine whether an owner has good cause for termination of a tenancy (as required by the Lease).
- E. Evictions:
- E.1. Housing Assistance Payments (HAP) is paid to the owner in accordance with the terms of the HAP contract. These payments may only be paid to the owner during the lease term, and while the family is residing in the unit.
- E.2. However, if the owner has commenced the process to evict the tenant family, and if the tenant family continues to reside in the unit, the KHA will continue to make Housing Assistance Payments to the owner in accordance with the HAP contract until the owner has obtained a court judgment or other process allowing the owner to evict the tenant.

- E.3. The KHA will continue such payments until the family moves from or is evicted from the unit.
 - E.4. All notices and court documentation must be supplied in a timely manner to the KHA.
 - E.5. If an eviction is not due to a serious or repeated violation of the lease, and if the KHA has no other grounds for termination of assistance, the KHA may issue a new Voucher so that the family can move with continued assistance.
- F. Owner Action: If the law and regulation permit the owner to take an action but don't require action to be taken, the owner can decide whether to take the action. Relevant circumstances for consideration include:
- F.1. The seriousness of the offense
 - F.2. The effect on the community
 - F.3. The extent of participation by household members
 - F.4. The effect on uninvolved household members
 - F.5. The demand for assisted housing by families who will adhere to responsibilities
 - F.6. The extent to which leaseholder has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action
 - F.7. The effect on the integrity of the program.
 - F.8. If the action is finalized in a court proceeding, the owner must provide the KHA with the documentation, including notice of the lock-out date and/or unlawful retainer removal of the remises.
- G. Exclusion of culpable household member
The owner may require a tenant to exclude a household member in order to continue to reside in the assisted unit.
6. Notice of Termination: When the KHA terminates the HAP contract under the violation of HQS space standards, the KHA will provide the owner and family written notice of termination of the contract, and the HAP contract terminates at the end of the calendar month that follows the calendar month in which the KHA gives such notice to the owner.

CHAPTER 25. DENIAL OR TERMINATION OF ASSISTANCE

[24 CFR 5.902, 5.902, 5.903, 5.905, 982.4, 982.54, 982.552, 982.553]

1. General: The KHA may deny or terminate assistance for a family because of the family's action or failure to act. The KHA will provide families with a written description of the Family Obligations under the program, the grounds under which the KHA can deny or terminate assistance, and the KHA's informal hearing procedures. This Chapter describes when the KHA is required to deny or terminate assistance, and the KHA's policies for the denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding HAP contract.

2. “Grounds” for Denial / Termination for Applicants and Program Participants:
[24 CFR 982.54, 982.552, 982.553]
 - A. If denial or termination is based upon behavior resulting from a disability, the KHA will delay the denial or termination in order to determine if there is an accommodation, which would negate the behavior resulting from the disability.
Form of Denial/Termination for Applicants and Participants:
 - A.1. Denial of assistance for an **“Applicant”** may include any or all of the following:
 - i. Denial for placement on the KHA waiting list.
 - ii. Denying a Voucher or withdrawing a Voucher.
 - iii. Refusing to enter into a HAP contract or approve a tenancy.
 - iv. Refusing to process or provide assistance under portability procedures.
 - A.2. Termination of assistance for a **“Participant”** may include any or all of the following:
 - i. Refusing to enter into a HAP contract or approve a tenancy.
 - ii. Terminating housing assistance payments under an outstanding HAP contract.
 - iii. Refusing to process or provide assistance under portability procedures.

3. “Mandatory” Denial and Termination for Applicants and Program Participants:
[24 CFR 982.54 (d), 982.552(b), 982.553(a), 982.553(b)]
 - A. The KHA must deny assistance to “applicants”, and “terminate assistance for participants” if the family is under contract and 180 days (or 12 months, depending on the HAP contract used) have elapsed since the KHA's last housing assistance payment was made. (See Chapter 24 on Contract Terminations).

 - B. The KHA must permanently deny assistance to “applicants”, and “terminate the assistance” of persons convicted of manufacturing or producing methamphetamine on (and/or off) the premises of federally assisted housing.

- C. The KHA must deny admission to the program for “applicants”, and “terminate assistance” for program participants if the KHA determines that any household member is currently engaging in illegal use of a drug. (See subsection of this Chapter for KHA’s established standards).
- D. The KHA deny admission to the program for “applicants”, and “terminate assistance” for program participants if the KHA determines that it has reasonable cause to believe that a household member’s illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. (See subsection of this Chapter for KHA’s established standards).
- E. The KHA must deny admission to an “applicant” if the KHA determines that any member of the household is subject to a “lifetime” registration requirement under a State sex offender registration program.
- F. The KHA must terminate program assistance for a family evicted from housing assisted under the program for serious violation of the lease.
- G. The KHA must deny admission to the program for an “applicant” or “terminate program assistance for a participant” if any member of the family fails to sign and submit consent forms for obtaining information in accordance with Administrative Plan and HUD regulations.
- H. The KHA must deny admission or terminate assistance when required under the regulations to establish citizenship or eligible immigration status.

4. “Grounds” for Denial or Termination of Assistance for Applicants and Program Participants: [24 CFR 982.552(c)]:

- A. The KHA will deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:
 - A.1. If any family member violates any family obligation under the program as listed in 24 CFR 982.551.
 - A.2. If any family member has violated the family obligation under 24 CFR 982.551 not to engage in “any” drug-related criminal activity (whether without conviction or arrest).
 - A.3. If any family member has violated the family obligation under 24 CFR 982.551 not to engage in “any” criminal activity (whether without conviction or arrest).
 - A.4. Any member of the family has ever been evicted from federally or state assisted housing in the last five (5) years.

- A.5. If any KHA has ever terminated assistance under the program for any member of the family.
- A.6. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- A.7. The family currently owes rent or other amounts to the KHA, or to another KHA, or to a current landlord in connection with Section 8 or public housing assistance under the 1937 Housing Act.
- A.8. The family has not reimbursed the KHA, any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family to an owner, under the lease.
- A.9. The family breaches an agreement with a KHA to pay amounts owed to the KHA, or amounts paid to an owner by the KHA or Housing Authority. The KHA at its discretion may offer the family the opportunity to enter into a "Repayment Agreement". The KHA will prescribe the terms of the agreement. (See Chapter 21 on Repayment Agreements).
- A.10. The family participating in an FSS program fails to comply, without good cause, with the family's FSS contract of participation.
- A.11. The family has engaged in or threatened abusive or violent behavior toward PHA personnel:
 - i. "Abusive or violent behavior towards KHA personnel" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial".
 - ii. "Threatening" refers to oral or written threats or physical gestures that communicates intent to abuse or commit violence.
 - iii. Actual physical abuse or violence will always be cause for termination.
- A.12. If any member of the family engages in, or has engaged in drug or alcohol abuse that interferes with the health, safety or peaceful enjoyment of other residents.
- A.13. If any member of the family commits drug-related criminal activity, or violent criminal activity.
- A.14. Refer to Chapter 10; Eligibility for Admission for further information.

5. Screening and Termination for Drug Abuse & Other Criminal Activity Purposes:

- A. Purpose: All federally assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. It is the intention of the Kennewick Housing Authority to fully endorse and implement a policy designed to:

- A.1. Help create and maintain a safe and drug-free community.
- A.2. Keep our program participants free from threats to their personal and family safety.
- A.3. Support parental efforts to instill values of personal responsibility and hard work.
- A.4. Help maintain an environment where children can live safely, learn and grow up to be productive citizens.
- A.5. Assist families in their vocational/educational goals in the pursuit of self-sufficiency.

B. Administration:

- B.1. All screening and termination of assistance procedures shall be administered fairly and in such a way as not to violate rights to privacy or discriminate on the basis of race, color, nationality, religion, familial status, disability, sex or other legally protected groups.
 - i. To the maximum extent possible, the KHA will involve other community and governmental entities in the promotion and enforcement of this policy.

C. Screening Activity of Applicants:

- C.1. In an effort to prevent future drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents, as required by 24 CFR 982, Subpart L and CFR Part 5, Subpart J, the KHA will endeavor to screen applicants as thoroughly and fairly as possible for drug-related and criminal behavior.
- C.2. Such screening will apply to any member of the household who is 18 years of age or older, live-in aides, and families who request such additional person to their unit and lease.

6. HUD Definitions:

- *Covered person*, for purposes of 24 CFR Part 982 and this chapter, means a tenant, any member of the tenant's household, a guest or another person under the tenant's control.
- *Drug* means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).
- *Drug-related criminal activity* means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.
- *Guest*, for purposes of this chapter and 24 CFR part 5, subpart A and 24 CFR Part 982, means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent

on behalf of the tenant. The requirements of part 982 apply to a guest as so defined.

- *Household*, for the purposes of 24 CFR Part 982 and this chapter, means the family and PHA-approved live-in aide.
- *Other person under the tenant's control*, for the purposes of the definition of *covered person* and for 24 CFR Parts 5 and 982 and for this chapter, means that the person, although not staying as a guest (as defined in this chapter) in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not *under the tenant's control*.
- *Criminal activity* means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

7. Standard for Violation:

- A. The KHA will deny participation in the program to applicants and terminate assistance to participants in cases where the KHA determines there is reasonable cause to believe that a household member is illegally using a drug or if the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents, including cases where the KHA determines that there is a pattern of illegal use of a drug or a pattern of alcohol abuse.
- B. * The KHA will consider the use of a controlled substance or alcohol to be a pattern if there is more than one incident during the previous 12 months.
- C. "Engaged in or engaging in" criminal activity means any act within the past five (5) years by an applicant or participant or household member which involved criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage, which resulted or in the absence of arrest and/or conviction of the applicant, participant, or household member.
- D. The activity is defined as being engaged in by any family member.
- E. The existence of the above-referenced behavior by any household member, regardless of the applicant or participant's knowledge of the behavior, shall be grounds for denial or termination of assistance.
- F. In evaluating evidence of negative past behavior, the KHA will give fair

consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of completion of rehabilitation.

8. Drug Related and Criminal Activity Ineligibility for Admission if Evicted for Drug-Related Activity:
 - A. Persons evicted from federally assisted housing because of drug-related criminal activity are ineligible for admission to the Section 8 program for a five (5) year period beginning on the date of such eviction.
 - B. “Applicants” will be denied assistance if they have been: Arrested and/or evicted from Federally or State assisted housing for criminal activity within the last five (5) years prior to the date of the certification interview.
 - C. Denial of Assistance for Sex Offenders: The KHA will deny admission if any member of the household is subject to a registration requirement under a State Sex Offender Registration Program for those family members who are 18 years of age and older. No individual registered within the lifetime or within the registration program (life-time or not) will not be eligible and will be denied housing assistance.
9. Screening Applicants: In screening “applicants” and/or “program participants”, the KHA will perform criminal history background checks to determine whether any household member is subject to a criminal history or sex offender registration requirement. (See Chapter 10; Eligibility for Admissions for more information).
10. Termination of Assistance for “Participants”: Termination of Assistance for Drug-related Criminal Activity or any Criminal Activity:
 - A. Under the family obligations listed at 24 CFR 982.551, the members of the household must not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
 - B. HUD regulations at 24 CFR 982.553(b), require a Housing Authority to establish standards for termination of assistance when this family obligation is violated. The Kennewick Housing Authority (KHA) has established the following standards for termination of assistance for the family when a household member has violated the family obligation to refrain from participating in drug-related or criminal activity:
 - B.1. Assistance will be terminated for participants who have been:

arrested/convicted/evicted, or the absence of arrest or conviction from a unit assisted under any Federally, or State assisted housing program, for drug-related or criminal activity during participation in the program, and within the last five (5) years prior to the date of the notice to terminate assistance.

- B.2. If any member of the household violates the family obligations by engaging in drug-related or criminal activity, the KHA will terminate assistance.
- B.3. In appropriate cases, the KHA “may” permit the family to continue receiving assistance provided that family members determined to have engaged in the proscribed activities will not reside in the unit.
 - i. If the violating member is a minor, the KHA “may” consider individual circumstances with the advice of Juvenile Court officials and/or State agencies.
- B.4. The KHA “may”, on a strict case-by-case basis, with the approval of the Executive Director, waive the requirement regarding drug-related criminal activity if:
 - i. The person demonstrates successful completion of a credible/certified rehabilitation program approved by the KHA, or
 - iii. The circumstances leading to the violation no longer exist because the person who engaged in drug-related criminal activity or criminal activity is no longer in the household (i.e. due to death or incarceration).

C. Terminating Assistance for Alcohol Abuse by Household Members:

- C.1. Under the family obligations listed at 24 CFR 982.551, the members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. Assistance will be terminated due to violation of a family obligation if the KHA determines that a member of the household has demonstrated a pattern of alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
- C.2. Assistance will be terminated if a household member is arrested/convicted/incarcerated, or has been identified for any alcohol-related criminal activity on or near the premises within any 12- month period.
- C.3. In appropriate cases, the KHA may permit the family to continue receiving assistance provided that household members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, if the violating member is a minor, the KHA “may”

consider individual circumstances with the advice of Juvenile Court officials and/or State agencies.

11. Notice of Termination of Assistance:

- A. In any case where the KHA decides to deny or terminate assistance to the family, the KHA must give the family written notice, which states:
 - A.1. The reason(s) the family was found ineligible or the proposed termination reasons.
 - A.2. The effective date of the denial or proposed termination of assistance.
 - A.3. The family's right, and procedures for requesting a grievance hearing if they disagree with the denial or termination of assistance, if entitled.
 - A.4. The time limit for requesting a grievance hearing.
- B. If the KHA proposes to terminate assistance for criminal activity as shown by a criminal record, the KHA will provide the subject of the record and the applicant/participant with a copy of the criminal record, at their request.
- C. The KHA will provide written notice to the owner of the participant's contract termination.
 - C.1. The Notice to the owner will not include any details regarding the reason for termination of assistance.
- D. See Chapter 11; Grievance & Informal Hearing Procedures for more detailed information.

12. Required Evidence:

- A. *Preponderance of evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.
- B. *Credible evidence* may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.
- C. The KHA will terminate KHA determines, based on a preponderance of the evidence, that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted for such activity.

- D. The KHA will pursue fact-finding efforts as needed to obtain credible evidence.
- E. The KHA may terminate assistance for criminal activity by a household member under this section if the KHA has determined that the household member has engaged in the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

13. Confidentiality of Criminal Records:

- A. The KHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.
- B. Misuse of the above information by any employee will be grounds for termination of employment.
- C. If the family is determined eligible for initial or continued assistance, the criminal report shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination and the KHA will document the date the report was destroyed.
- D. If the family's assistance is denied or terminated, the criminal record information shall be shredded immediately upon completion of the review or hearing procedures and a final decision has been made and the KHA will document the date the report was destroyed.
- E. The KHA will document in the family's file the circumstances of the criminal report and the date the report was destroyed.
- F. For more information on Records, see Chapter 7; Disposition of Records.

14. Family Obligations: [24 CFR 982.551]

- A. The family must supply any information that the KHA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR 982.551). "Information" includes any requested certification, release or other documentation.
- B. The family must supply any information requested by the KHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

- C. The family must disclose and verify Social Security Numbers (as provided by 24 CFR 5.216) and must sign and submit consent forms for obtaining information in accordance with 24 CFR 5.230.
- D. All information supplied by the family must be true and complete. The family is responsible for an HQS breach caused by the family as described in 982.404(b).
- E. The family must allow the KHA to inspect the unit at reasonable times and after reasonable notice.
- F. The family may not commit any serious or repeated violations of the lease.
- G. The family must notify the owner and, at the same time, notify the KHA before the family moves out of the unit or terminates the lease upon notice to the owner.
- H. The family must promptly give the KHA a copy of any owner eviction notice.
- I. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
- J. The composition of the assisted family residing in the unit must be approved by the KHA. The family must promptly inform the KHA of the birth, adoption or court-awarded custody of a child. The family must request KHA approval to add any other family member as an occupant of the unit.
- K. The family must promptly notify the KHA if any family member no longer resides in the unit.
- L. If the KHA has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approval or KHA approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.
- M. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family, and approved by the KHA.
- N. The family must not sublease or let the unit.
- O. The family must not assign the lease or transfer the unit.

- P. The family must supply any information or certification requested by the PHA to verify that the family is living in the unit, or relating to family absence from the unit, including any KHA-requested information or certification on the purposes of family absences. The family must cooperate with the KHA for this purpose. The family must promptly notify the KHA of absence from the unit.
 - Q. The family must not own or have any interest in the unit.
 - R. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.
 - S. The members of the family may not engage in drug-related criminal activity or criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
 - T. The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
 - U. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance program.
15. Housing Authority Discretion [24 CFR 982.552(c)]
- A. In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the KHA has discretion to consider all of the circumstances in each case, including the seriousness of the case.
 - B. The KHA will use its discretion in reviewing the extent of participation or culpability of individual family members and the length of time since the violation occurred.
 - C. The KHA may also review the family's more recent history and record of compliance, and the effects that denial or termination of assistance may have on other family members who were not involved in the action or failure to act.
 - D. The KHA may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in, or were culpable for the action or failure to act, will not reside in the unit.
 - E. The KHA may permit the other members of a family to continue in the program.

16. Enforcing Family Obligations:

- A. Explanations and Terms: The term "Promptly" when used with the Family Obligations always means "within 3-5 working days." Denial or termination of assistance is always optional except where this Plan or the regulations state otherwise.
- B. HQS Breach:
The KHA staff will determine if an HQS breach as identified in 24 CFR 982.404 (b), is the responsibility of the family. Families may be given extensions to cure HQS breaches by KHA staff approval.
- C. Lease Violations: The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance:
- C.1. If the owner terminates tenancy through court action, and/or 'Notice to Vacate' notice for serious or repeated violation of the lease.
 - C.2. If the owner notifies the family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and the KHA determines that the cause is a serious or repeated violation of the lease based on available evidence.
 - C.3. If there are police reports, neighborhood complaints or other third party information, that has been verified by the KHA.
 - C.4. Nonpayment of rent is considered a serious violation of the lease.
- D. Notification of Eviction
If the family requests assistance to move and they did not notify the KHA of an eviction within **5 working** days of receiving the Notice of Lease Termination, the move will be denied.
- E. Proposed Additions to the Family:
- E.1. The KHA will deny a family's request to add additional family members who are:
 - i. Persons who have been evicted from federal or state assisted housing.
 - ii. Persons who have previously violated a family obligation listed in 24CFR 982.51 of the HUD regulations.
 - iii. Persons who have been part of a family whose assistance has been terminated under the Section 8 Program.
 - iv. Persons who commit drug-related criminal activity or criminal activity.
 - v. Persons who do not meet the KHA's definition of family.
 - vi. Persons who commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.

- vii. Persons who currently owe rent or other amounts to the KHA or to another KHA in connection with Section 8 or public housing assistance under the 1937 Housing Act and/or person's who currently owe rent to any former or current landlord.
- viii. Persons who have engaged in or threatened abusive or violent behavior toward KHA personnel.

F. Family Member Moves Out:

- F.1. Families are required to notify the KHA in writing, if any family member leaves the assisted household. When the family notifies the KHA, they must furnish the following information:
 - i. The date the family member moved out.
 - ii. The new address, if known, of the family member.
 - iii. A statement as to whether the family member is temporarily or permanently absent.

G. Limitation on Profit-Making Activity in Unit

- G.1. If the business activity area results in the inability of the family to use any of the critical living areas, such as a bedroom utilized for a business which is not available for sleeping, it will be considered a violation. The family must request the permission from the KHA and the Landlord/Owner to use the rental unit as a profit-making business (childcare, etc.).
- G.2. If the KHA determines that the use of the unit as a business is not incidental to its use as a dwelling unit, it will be considered a program violation.
- G.3. If the PHA determines the business is not legal, it will be considered a program violation.

H. Interest in Unit: The owner may not reside in the assisted unit regardless of whether he/she is a member of the assisted family, unless the family owns the mobile home and rents the pad under the Voucher Program.

I. Fraud: In each case, the KHA will consider which family members were involved, the circumstances, and any hardship that might be caused to innocent members.

- I.1. In the event of false citizenship claims: (See section below)

17. Procedures for Non-Citizens [24 CFR 5.514, 5.516, 5.518]

A. Denial or Termination due to Ineligible Immigrant Status:

Applicant or participant families in which all members are neither U.S. citizens nor eligible immigrants are not eligible for assistance and must have their assistance terminated.

- A.1. The KHA must offer the family an opportunity for a hearing. (See "Eligibility for Admission" chapter, section on Citizenship/Eligible Immigration Status).
 - A.2. Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.
- B. False or Incomplete Information:
- B.1. When the KHA has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted and the individual will be given an opportunity to present relevant information.
 - B.2. If the individual is unable to verify their citizenship, the KHA will give him/her an opportunity to provide a new declaration as an eligible immigrant or an opportunity to elect not to contend their status.
 - B.3. The KHA will then verify eligible status, deny, terminate, or prorate as applicable.
 - B.4. The KHA will deny or terminate assistance based on the submission of false information or misrepresentation.
- C. Procedure for Denial or Termination
- C.1. If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with the KHA either after the INS appeal or in lieu of the INS appeal.
 - C.2. After the KHA has made a determination of ineligibility; the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable).
 - C.2. See Chapter 10; Eligibility for Admissions for further information.
18. Zero (\$0) Assistance Tenancies/HAP Contracts On or After 10/2/95
[24 CFR 982.455 (a)]:
- A. The family may remain in the unit at \$0 assistance for up to 180 days after the last HAP payment. If the family is still in the unit after 180 days, the assistance will be terminated. If, within the 180-day timeframe, an owner rent increase or a decrease in the Total Tenant Payment causes the family to be eligible for a housing assistance payment, the KHA will resume assistance payments for the family.
 - B. In order for a family to move to another unit during the 180 days, the rent for the new unit would have to be high enough to necessitate a housing assistance payment.

19. Option Not To Terminate for Misrepresentation: [24 CFR 982.551, 982.552(c)]
 - A. If the family has misrepresented any facts that caused the KHA to overpay assistance, the PHA may choose not to terminate and may offer to continue assistance provided that the family executes a Repayment Agreement and makes payments in accordance with the agreement.

20. Misrepresentation in Collusion with Owner: CFR 982.551, 982.552 (c)]
 - A. If the family intentionally, willingly, and knowingly commits fraud or is involved in any other illegal scheme with the owner, the KHA will deny or terminate assistance.
 - B. In making this determination, the KHA will carefully consider the possibility of overt or implied intimidation of the family by the owner and the family's understanding of the events.

21. Missed Appointments and Deadlines: [24 CFR 982.551, 982.552 (c)]
 - A. It is a Family Obligation to supply information, documentation, and certification as needed for the KHA to fulfill its responsibilities. The KHA schedules appointments and sets deadlines in order to obtain the required information. The Obligations also require that the family allow the KHA to inspect the unit, and appointments are made for this purpose.
 - B. An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying the KHA, may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow the KHA to inspect the unit.
 - C. The family will be given information about the requirement to keep appointments and the number of times appointments will be rescheduled, as specified in this Plan.
 - D. Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:
 - D.1. Eligibility for Admissions.
 - D.2. Verification Procedures.
 - D.3. Voucher Issuance and Briefings.
 - D.4. Housing Quality Standards and Inspections
 - D.5. Recertifications
 - D.6. Appeals

- E. Acceptable reasons for missing appointments or failing to provide information by deadlines are:
 - E.1. Verifiable Medical emergency.
 - E.2. Family emergency; such as death of family member or other serious, verifiable cause.

22. Procedure when Appointments are Missed or Information not Provided:

- A. For most purposes in this Plan, the family will be given two opportunities before being issued a notice of termination or denial for breach of a family obligation.
- B. After issuance of the termination notice, if the family offers to correct the breach within the time allowed to request a hearing:
 - B.1. The notice will be rescinded if the family offers to cure and the family does not have a history of non-compliance.

1. General: This Chapter describes the KHA's policies for the recovery of monies, which have been overpaid for families, and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the PHA's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the KHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner; the family or other interested parties.
2. When families or owners owe money to the KHA, the KHA will make every effort to collect it. The KHA will use a variety of collection tools to recover debts including, but not limited to:
 - A. Requests for lump sum payments.
 - B. Civil Suits.
 - C. Payment Agreements.
 - D. Abatements.
 - E. Reductions in HAP to owner.
 - F. Collection Agencies.
 - G. Credit Bureaus.
3. Repayment Agreements: [24 CFR 982.552 (b)(6-8)]
 - A. A Payment Agreement as used in this Plan is a document entered into between the KHA and a person who owes a debt to the KHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to the KHA upon default of the agreement.
 - B. The KHA will prescribe the terms of the payment agreement, including determining whether to enter into a payment agreement with the family based on the circumstances surrounding the debt to the KHA.

- C. Requirements and Guidelines for Executing a Repayment Agreement: It is the policy of the Housing Authority City of Kennewick (KHA) that it will not provide Housing Assistance to a client or program participant who has an indebtedness to this agency or another federally subsidized program/project until either the debt balance is paid in full or a Repayment Agreement has been executed.
- C.1. The following describes the guidelines that must be met to execute an agreement:
 - C.2. The repayment agreement will be executed between the KHA staff representative and the head of household, spouse or co-head, and must be approved by the Executive Director or designee.
 - C.3. A **minimum** down payment of one-third (1/3) of the balance owed is **required** at the time the Agreement is executed. Monthly payment amounts will be established after a review of all relevant client/applicant income information. The general guideline is the total dollar amount owed will be divided by the number of a twelve (12) month period. An client/applicant will remain in good standing with the KHA as long as all payments are received in a prompt and timely manner in accordance to the agreement.
 - C.4. The KHA will not enter into an agreement if the family/person has committed program fraud.
 - C.5. The KHA will prescribe the terms of the payment agreement, including determining whether to enter into an agreement with a applicant/resident based on circumstances surrounding the debt to the KHA.
 - C.5. A payment agreement as used in this policy is a legal document entered into and between the KHA and the person/resident who owes a debt to the KHA.
- D. Repayment Agreement Requirements and Default:
- D.1. The following describes the guidelines and default guidelines:
 - i. All payment agreements must be paid in full within twelve (12) months of executing the agreement.
 - iii. The agreement will be in default when a payment is delinquent ten (10) days after payment is due.
 - a. The family's assistance will be terminated unless the KHA receives the balance of the Repayment Agreement in full within 20 working days of the termination notice.
 - D.2. Failure to abide by this Repayment Agreement policy will result in one or more of the following actions:
 - i. An applicant will have their application withdrawn until the debt is paid in full.
 - ii. Clients will have the unpaid balance turned over to collections.
 - iv. Clients will have their rental assistance terminated, and the KHA will pursue further legal remedy for the remaining unpaid balance.

- E. Existing Executed Agreement: If a client already has an existing executed Repayment Agreement and incurs an additional debt to the KHA, the KHA will not enter into more than one (1) Repayment Agreement with a client and if a Repayment Agreement is in arrears more than 10 calendar days, any new debts owed to the KHA must be paid in full.
 - F. Portability of Assistance: A tenant family's requests to have their assistance port to another Housing Authority will not be granted/approved or considered until the debt is paid in full; except for administrative transfer reasons, and only by a case-by-case basis which is approved by the Executive Director.
4. Debts Due to Misrepresentation / Non-Reporting of Information: [24 CFR 982.163]
- A. HUD's definition of program fraud and abuse is a single act or pattern of actions that:
 - i. "Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of Section 8 program funds in violation of Section 8 program requirements".
 - B. Family Error/Late Reporting: Families who owe money to the KHA due to the family's failure to report increases in income will be required to repay in accordance with the payment procedures for program fraud, and may be subject to program termination.
 - C. Program Fraud: Families who owe money to the KHA due to program fraud will be required to pay in accordance with the payment procedures for program fraud if:
 - C.1. If a family owes an amount, which equals or exceeds \$ 2,000 as a result of program fraud, the case will be referred to the Inspector General. Where appropriate, the KHA will refer the case for criminal prosecution or turn over to a collection agency.
5. Owner Debts to the KHA: [24 CFR 982.453(b)]
- A. If the KHA determines that the owner has retained Housing Assistance or Claim Payments the owner is not entitled to, the KHA may reclaim the amounts from future Housing Assistance or Claim Payments owed the owner for any units under contract.
 - B. If future Housing Assistance or Claim Payments are insufficient to reclaim the amounts owed, the KHA will:
 - B.1. Require the owner to pay the amount in full within 30 days.
 - B.2. Pursue collections through the local court system.

- B.3. Restrict the owner from future participation. (See Chapter 24; Contract Denial & Termination of HAP for more information).

6. Writing Off Debts:

- A. Debts will be written off if:
 - A.1. The debtor's whereabouts are unknown and the debt is more than 7 years old.
 - A.2. The debtor is deceased.

CHAPTER 27. GENERAL COMPLAINTS & PROCEDURES

- 1. General: This chapter outlines when the KHA receives a general complaint from a program participants, an owner, community agency, and the general public will take the following procedures as outlined below.
- 2. Complaints to the KHA: The KHA will respond promptly to complaints from families, owners, employees, community agencies, and members of the general public.
 - A. All complaints will be referred to KHA management staff, will be documented and followed up with appropriate investigation. The KHA requires that complaints be submitted in writing.
- 3. Categories of Complaints:
 - A. Complaints from families: If a family disagrees with an action or inaction of the KHA or owner.
 - A.1. Complaints from families will be referred to the Executive Director or his/her assigned designee.
 - B. Complaints from owners: If an owner disagrees with an action or inaction of the KHA or a family.
 - B.1. Complaints from owners will be referred to the Executive Director or his/her assigned designee.
 - C. Complaints from staff: If a staff person reports an owner or family either violating or not complying with program rules, the complaint will be referred to the Executive Director or his/her assigned designee.
 - D. Complaints from Community Agencies: Complaints or referrals from persons in the community in regard to the KHA, a family or an owner. Complaints from

community agencies will be referred to the Executive Director or his/her assigned designee.

- E. Complaints from the General Public: Complaints or referrals from persons in the community in regard to the KHA, a family or an owner. Complaints from the general public will be referred to the Executive Director or his/her assigned designee.
4. Complaints of Denial or Termination of Assistance refer to Chapter 11; Grievance and Informal Hearing for more information.

CHAPTER 28. **SPECIAL HOUSING TYPES** [24 CFR 982.601]

1. General:

- A. The KHA will permit the use of any special housing types in its program only if the applicant/participate can demonstrate that it is needed as a reasonable accommodation for a person with a disability. Acceptable demonstration verification will be require from a Third Party Professional (the KHA may require additional demonstrating verification from a Third Party Professional) who is knowledgeable and can verify the family or individual's need for special housing requests for accommodations.

- B. The KHA will not set aside any program funding for special housing types. A family may choose whether to rent housing that qualifies as a special housing type or to rent other eligible housing in accordance with requirements of the program.

- C. See Chapter 4; Reasonable Accommodation criteria and requirements for more information.

2. Manufactured Homes: [24 CFR 982.620]

The KHA will permit a family to lease a manufactured home and space with assistance under the program. The KHA will provide assistance for a family that owns the manufactured home and leases only the space.

A. Housing Quality Standards: [24 CFR 982.621]

A.1. A manufactured home must meet all the HQS requirements outlined in the "Housing Quality Standards and Inspections" chapter and regulated by 24 CFR 982.401. In addition the manufactured home also must meet the following requirements:

- i. A manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage.

- ii. A manufactured home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

B. Manufactured Home Space Rental: [24 CFR 982.622]

- B.1. Rent to owner for a manufactured home space will include payment for maintenance services that the owner must provide to the tenant under the lease for the space.

- B.2. Rent to owner does not include the cost of utilities and trash collection for the manufactured home. However, the owner may charge the family a separate fee for the cost of utilities or trash collection provided by the owner.

- C. Reasonable Rent:
- C.1. During the assisted tenancy, the rent to owner for the manufactured home space may not exceed a reasonable rent as determined by the KHA.
 - C.2. The KHA will not approve a lease for a manufactured home space until the KHA has determined that the initial rent to owner for the space is a reasonable rent. At least annually during the assisted tenancy, the KHA will redetermine that the rent is reasonable.
 - C.3. The KHA will determine whether the rent to owner for a manufactured home space is a reasonable rent in comparison to rents for other comparable manufactured home spaces. The KHA will consider the size and location of the space and any services and maintenance provided by the owner in accordance with the lease.
 - C.4. By accepting each monthly housing assistance payment from the KHA, the owner of the manufactured home space certifies that the rent to owner for the space is not more than rent charged by the owner for unassisted rental of comparable spaces in the same manufactured home park or elsewhere. If requested by the KHA, the owner must provide the KHA information on rents for other manufactured home space.
- D. Housing Assistance Payments for Manufactured Home Space: [24 CFR 982.623]
- D.1. The FMR for a manufactured home space will be determined by HUD.
 - D.2. HAP for the Regular Tenancy Program:
 - i. For the Regular Tenancy Program the initial rent to owner for leasing a manufactured home space may not exceed the published FMR for a manufactured home space.
 - ii. During the term of a certificate tenancy, entered prior to the merger date, the amount of the monthly housing assistance payment equals the lesser of:
 - a. The manufactured home space cost minus the:
The Total Tenant Payment (TTP); or
 - b. The rent to owner for the manufactured home space.
 - D.3. "Manufactured home space cost" means the sum of: the amortization cost, the utility allowance, and the rent to owner for the manufactured home space.
 - D.4. The amortization cost may include debt service to amortize costs (other than furniture costs) included in the purchase price of the manufactured home. The debt service includes the payment for principal and interest on the loan. The debt service amount will be reduced by 15 percent to exclude debt service to amortize the cost of furniture, unless the KHA determines that furniture was not included in the purchase price.
 - D.5. Any debt service due to refinancing the manufactured home after purchase of the home is not included in the amortization costs.
 - D.6. The KHA will not approve as part of the monthly amortization payment, set-up charges to be included in the debt service incurred by a family that relocates its home.

D.7. The KHA will not include as part of the monthly amortization payment, set-up charges incurred before the family became an assisted family, if monthly payments are still being made to amortize such charges.

E. HAP for the Voucher Tenancy

There is a separate FMR for a family renting a manufactured home space. The payment standard is used to calculate the monthly housing assistance payment for a family. The FMR for rental of a manufactured home space is generally 30 percent of the published FMR for a two-bedroom unit.

F. Subsidy Calculation for the Voucher Program:

F.1. During the term of a Voucher tenancy, the amount of the monthly housing assistance payment for a family will equal the lesser of:

F.2. The payment standard minus the total tenant payment; or

F.3. The rent paid for rental of the real property on which the manufactured home owned by the family is located (the space rent) minus the total tenant payment.

F.4. The space rent is the sum of the following as determined by the KHA:

i. Rent to owner for the manufactured home space;

ii. Owner maintenance and management charges for the space;

iii. The utility allowance for tenant paid utilities.

G. Utility Allowance Schedule for Manufactured Home Space Rental

[24 CFR 982.624]

G.1. The KHA will establish utility allowances for manufactured home space rental. For the first twelve months of the initial lease term only, the allowances will include a reasonable amount for utility hook-up charges payable by the family, if the family actually incurs the expenses because of a move.

G.2. Allowances for utility hook-up charges do not apply to a family that leases a manufactured home space in place.

G.3. Utility allowances for manufactured home space will not be applied to cover the costs of digging a well or installation of a septic system.

3. Homeownership: [24 CFR 982.625]

A. The KHA chooses not to offer the homeownership option at this time.

CHAPTER 29.

PROGRAM INTEGRITY ADDENDUM

[24 CFR 792.101 to 792.204, 982.54]

1. General: The US Department of HUD conservatively estimates that 200 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental assistance than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible, or are receiving benefits which exceed their legal entitlement.
 - A. The KHA is committed to assuring that the proper level of benefits is paid to all participating families, and that housing resources reach only income-eligible families so that program integrity can be maintained.
 - B. The PHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.
 - C. This Chapter outlines the KHA's policies for the prevention, detection and investigation of program abuse and fraud.

2. Criteria for Investigation of Suspected Abuse & Fraud:
 - A. Under no circumstances will the KHA undertake an inquiry or an audit of a participating family arbitrarily. The KHA's expectation is that participating families will comply with HUD requirements, provisions of the voucher, and other program rules. The KHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the KHA has a responsibility to HUD, to the Community, and to eligible families in need of housing assistance, to monitor participants and owners for compliance and, when indicators of possible abuse come to the KHA's attention, to investigate such claims.
 - B. The KHA will initiate an investigation of a participating family only in the event of one or more of the following circumstances:
 - B.1. Referrals, Complaints, or Tips: The KHA will follow up on referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a family is in non-compliance with, or otherwise violating the family obligations or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the family's file.

- B.2. Internal File Review: A follow-up will be made if KHA staff discovers (as a function of a certification or recertification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, the KHA's knowledge of the family, or is discrepant with statements made by the family.
- B.3. Verification of Documentation: A follow-up will be made if the PHA receives independent verification or documentation, which conflicts with representations in the family's file (such as public record information or credit bureau reports, reports from other agencies).

3. Steps KHA Will Take To “Prevent” Program Abuse & Fraud:

- A. The KHA management and staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and participating families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by families.
- B. Program Orientation Session: Mandatory orientation sessions will be conducted by the KHA staff for all prospective program participants, either prior to or upon issuance of a voucher. At the conclusion of all Program Orientation Sessions, the family representative will be required to sign a "Program Briefing Certificate" to confirm that all rules and pertinent regulations were explained to them.
- C. Resident Counseling: The KHA will routinely provide participant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.
- D. Review and explanation of Forms: Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.
- E. Use of Instructive Signs and Warnings: Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse
- F. Adult program participants 18 years of age and older will be required to read and sign Section 8 Occupancy Rules upon admission and at every annual recertification.

4. Steps KHA Will Take To “Detect” Program Abuse & Fraud:

The KHA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

- A. Quality Control File Reviews: Prior to initial certification, and at the completion of all subsequent recertifications, 10 % of files will be reviewed. Such reviews shall include, but are not limited to:

- A.1. Assurance that verification of all income and deductions is present.
 - A.2. Changes in reported Social Security Numbers or dates of birth.
 - A.3. Authenticity of file documents.
 - A.4. Ratio between reported income and expenditures.
 - A.5. Review of signatures for consistency with previously signed file documents.
 - A.6. All forms are correctly dated and signed.
- B. Observation: The KHA Management and Occupancy Staff (to include inspection personnel) will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.
- B.1. Observations will be documented in the family's file.
 - B.2. Public Record Bulletins may be reviewed by Management and Staff.
5. The KHA's Resolution Steps of Allegations of Possible Abuse & Fraud:
- A. The KHA staff will encourage all participating families to report suspected abuse to a KHA Section 8 Representative. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the participant's file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The KHA Section 8 Representative will not follow up on allegations which are vague or otherwise non-specific. They will only review allegations which contain one or more independently verifiable facts.
 - B. File Review: An internal file review will be conducted to determine:
 - B.1. If the subject of the allegation is a client of the KHA and, if so, to determine whether or not the information reported KHA's been previously disclosed by the family.
 - B.2. It will then be determined if the KHA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.
 - C. Conclusion of Preliminary Review: If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the KHA Section 8 Representative will initiate an investigation to determine if the allegation is true or false.
6. Overpayments To Owners:

- A. If the landlord has been overpaid as a result of fraud, misrepresentation or violation of the Contract, the KHA may terminate the Contract and arrange for restitution to the PHA and/or family as appropriate.
 - B. The KHA will make every effort to recover any overpayments made as a result of landlord fraud or abuse. Payments otherwise due to the owner may be debited in order to repay the KHA or the tenant, as applicable.
7. How KHA Will Investigate Allegations of Abuse and Fraud:
If the KHA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file, or a person designated by the Executive Director to monitor the program compliance will conduct the investigation. The steps taken will depend up on the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, the KHA will secure the written authorization from the program participant for the release of information.
- A. Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages, which may have been previously undisclosed or misreported.
 - B. Neighbors/Witnesses. Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the KHA's review.
 - C. Other Agencies. Investigators, case workers or representatives of other benefit agencies may be contacted.
 - D. Public Records. If relevant, the KHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.
 - E. Interviews with Head of Household or Family Members. The KHA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate KHA office. A high standard of courtesy and professionalism will be maintained by the KHA staff person who conducts such interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.
8. Placement of Documents, Evidence and Statements Obtained by the KHA:
Documents and other evidence obtained by the KHA during the course of an investigation will be considered "work product" and will either be kept in the participant's file, or in a

separate "investigative file." In either case, the participant's file or work file shall be kept in a locked file cabinet. Such cases under review will not be discussed among KHA Staff unless they are involved in the process, or have information which may assist in the investigation.

9. Conclusion of the KHA's Investigative Review:

At the conclusion of the investigative review, the reviewer will report the findings to the Executive Director or designee. It will then be determined whether a PHA violation has or has not occurred, or if the facts are inconclusive.

10. Evaluation of Findings:

If it is determined that a program violation has occurred, the KHA will review the facts to determine:

- A. The type of violation (procedural, non-compliance, fraud).
- B. Whether the violation was intentional or unintentional.
- C. What amount of money (if any) is owed by the family.
- D. If the family is eligible for continued occupancy.

11. Action Procedures for Violations That Have Been Documented:

Once a program violation has been documented, the KHA will propose the most appropriate remedy based upon the type and severity of the violation.

- A. Procedural Non-compliance. This category applies when the family "fails to" observe a procedure or requirement, but does not misrepresent a material fact, and there is no retroactive assistance payments owed by the family. Examples of non-compliance violations are:
 - A.1. Failure to appear at a pre-scheduled appointment.
 - A.2. Failure to return verification in time period specified by the KHA:
 - i. Warning Notice to the Family. In such cases a notice will be sent to the family, which contains the following:
 - a. A description of the non-compliance and the procedure, policy or obligation, which was violated.
 - b. The date by which the violation must be corrected, or the procedure complied with.
 - c. The action which will be taken by the KHA if the procedure or obligation is not complied with by the date specified by the KHA.
 - d. The consequences of repeated (similar) violations.
- B. Procedural Non-compliance - Overpaid Assistance. When the family owes money to the KHA for failure to report changes in income or assets, the KHA will issue a Notification of Overpayment of Assistance. This Notice will contain the following:

- B.1. A description of the violation and the date(s).
 - B.2. Any amounts owed to the KHA.
 - B.3. 5 working day response period.
 - B.4. The right to disagree and to request an informal hearing, with instructions for such request, if applicable. (See Chapter 11; Grievance & Informal Hearings for more information. of such hearing).
 - i. Participant Fails to Comply with KHA's Notice. If the Participant fails to comply with the KHA's notice, and a family obligation has been violated, the KHA will initiate termination of assistance.
 - ii. Participant Complies with KHA's Notice. When a family complies the KHA's notice, the staff person responsible will meet with him/her to discuss and explain the Family Obligation or program rule, which was violated. The staff person will complete a Participant Counseling Report, give one copy to the family and retain a copy in the family's file.
- C. Intentional Misrepresentations.
- C.1. When a participant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance by the KHA, the KHA will evaluate whether or not: The participant had knowledge that his/her actions were wrong, and The participant willfully violated the family obligations or the law.
 - C.2. Knowledge that the action or inaction was wrong. This will be evaluated by determining if the participant was made aware of program requirements and prohibitions. The participant's signature on various certification, briefing certificate, Personal Declaration and Things You Should Know are adequate to establish knowledge of wrong-doing.
 - C.3. The participant willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:
 - i. An admission by the participant of the misrepresentation.
 - ii. That the act was done repeatedly.
 - iii. If a false name or Social Security Number was used.
 - iv. If there were admissions to others of the illegal action or omission.
 - v. That the participant omitted material facts which were known to him/her (e.g., employment of self or other household member).
 - vi. That the participant falsified, forged or altered documents.
 - vii. That the participant uttered and certified to statements at a interim (re)determination which were later independently verified to be false.
- D. Dispositions of Cases Involving Misrepresentations. In all cases of misrepresentations involving efforts to recover monies owed, the KHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

- D.1. Criminal Prosecution: If the KHA has established criminal intent, and the case meets the criteria for prosecution, the KHA will:
 - i. Refer the case to the local State or District Attorney, notify HUD's RIGI, and terminate rental assistance.
- D.2. Administrative Remedies: The KHA will:
 - i. Terminate assistance and execute an administrative repayment agreement in accordance with the KHA's Repayment Policy.
 - ii. Permit continued assistance at the correct level and execute an administrative repayment agreement in accordance with the KHA's repayment policy.
- E. Case Conference:
 - E.1. The Case Conference for Serious Violations and Misrepresentations. When the KHA has established that material misrepresentation(s) have occurred, a Case Conference will be scheduled with the family representative and the KHA staff person who is most knowledgeable about the circumstances of the case.
 - E.2. This conference will take place prior to any proposed action by the KHA. The purpose of such conference is to review the information and evidence obtained by the KHA with the participant, and to provide the participant an opportunity to explain any document findings which conflict with representations in the family's file. Any documents or mitigating circumstances presented by the family will be taken into consideration by the KHA. The family will be given five (5) working days to furnish any mitigating evidence.

CHAPTER 30. KHA FAMILY SELF-SUFFICIENCY (FSS) ACTION PLAN

GLOSSARY

A. ACRONYMS USED IN SUBSIDIZED HOUSING

AAF	Annual Adjustment Factor. A factor published by HUD in the Federal Register which is used to compute annual rent adjustment.
ACC	Annual Contributions Contract
BR	Bedroom
CDBG	Community Development Block Grant
CFR	Code of Federal Regulations. Commonly referred to as "the regulations". The CFR is the compilation of Federal rules, which are first published in the Federal Register and define and implement a statute.
CPI	Consumer Price Index. CPI is published monthly by the Department of Labor as an inflation indicator.
ELI	Extremely low income
FDIC	Federal Deposit Insurance Corporation
FHA	Federal Housing Administration
FICA	Federal Insurance Contributions Act - Social Security taxes
FmHA	Farmers Home Administration
FMR	Fair Market Rent
FY	Fiscal Year
FYE	Fiscal Year End
GAO	Government Accounting Office
GFC	Gross Family Contribution. Note: Has been replaced by the term Total Tenant Payment (TTP).
GR	Gross Rent
HAP	Housing Assistance Payment
HAP Plan	Housing Assistance Plan
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	The Department of Housing and Urban Development or its designee.
HURRA	Housing and Urban/Rural Recovery Act of 1983; resulted in most of the 1984 HUD regulation changes to definition of income, allowances, rent calculations
IG	Inspector General
IGR	Independent Group Residence
IPA	Independent Public Accountant

IRA	Individual Retirement Account
KHA	Kennewick Housing Authority (Housing Authority)
MSA	Metropolitan Statistical Area established by the U.S. Census Bureau
PHA	Public Housing Agency
PMSA	A Primary Metropolitan Statistical Area established by the U.S. Census Bureau
PS	Payment Standard
QC	Quality Control
RFAT	Request for Approval of Tenancy
RFP	Request for Proposals
RRP	Rental Rehabilitation Program
SRO	Single Room Occupancy
SSMA	Standard Statistical Metropolitan Area. Has been replaced by MSA, Metropolitan Statistical Area.
TR	Tenant Rent
TTP	Total Tenant Payment
UA	Utility Allowance
URP	Utility Reimbursement Payment

B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING

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

ADMINISTRATIVE PLAN. The HUD required written policy of the PHA governing its administration of the Section 8 tenant-based programs. The Administrative Plan and any revisions must be approved by the PHA's board and a copy submitted to HUD as a supporting document to the PHA Plan.

ABSORPTION. In portability, the point at which a receiving PHA stops billing the initial PHA for assistance on behalf of a portability family. The receiving PHA uses funds available under the receiving PHA consolidated ACC.

ACC RESERVE ACCOUNT (FORMERLY "PROJECT RESERVE"). Account established by HUD from amounts by which the maximum payment to the PHA under the consolidated ACC (during a PHA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

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

ADJUSTED INCOME. Annual income, less allowable HUD deductions.

ADMINISTRATIVE FEE. Fee paid by HUD to the PHA for administration of the program.

ADMINISTRATIVE FEE RESERVE (Formerly "Operating reserve"). Account established by PHA from excess administrative fee income. The administrative fee reserve must be used for housing purposes.

ADMISSION. The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.

ANNUAL BUDGET AUTHORITY. The maximum annual payment by HUD to a PHA for a funding increment.

ANNUAL CONTRIBUTIONS CONTRACT (ACC). A written contract between HUD and a PHA. Under the contract HUD agrees to provide funding for operation of the program, and the PHA agrees to comply with HUD requirements for the program

ANNUAL INCOME. The anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

ANNUAL INCOME AFTER ALLOWANCES. The Annual Income (described above) less the HUD-approved allowances.

APPLICANT. (or applicant family). A family that has applied for admission to a program, but is not yet a participant in the program.

"AS-PAID" STATES. States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

ASSETS. (See Net Family Assets.)

ASSISTED TENANT. A tenant who pays less than the market rent as defined in the regulations. Includes tenants receiving rent supplement, Rental Assistance Payments, or Section 8 assistance and all other 236 and 221 (d)(3) BMIR tenants, except those paying the 236 market rent or 120% of the BMIR rent, respectively.

BUDGET AUTHORITY. An amount authorized and appropriated by the Congress for payment to PHA's under the program. For each funding increment in a PHA program, budget authority is the maximum amount that may be paid by HUD to the PHA over the ACC term of the funding increment.

CERTIFICATE. A Certificate issued by the PHA under the Section 8 pre-merger certificate program, declaring a family to be eligible for participation in this program and stating the terms and conditions for such participation. Will no longer be issued after October 1, 1999.

CERTIFICATE PROGRAM. Pre-merger rental certificate program.

CHILD CARE EXPENSES. Amounts paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed or for a household member to further his/her education.

CO-HEAD. An individual in the household who is equally responsible for the lease with the Head of Household. (A family never has a Co-head and a Spouse and; a Co-head is never a Dependent).

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

CONGREGATE HOUSING. Housing for elderly persons or persons with disabilities that meets the HQS for congregate housing.

COOPERATIVE. A dwelling unit owned and or shared by a group of individuals who have individual sleeping quarters and share common facilities such as kitchen, living room and some bathrooms.

CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT. (Consolidated ACC). See 24 CFR 982.151.

CONTIGUOUS MSA. In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial PHA is located.

CONTINUOUSLY ASSISTED. An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the voucher program.

CONTRACT. (See Housing Assistance Payments Contract.)

COOPERATIVE. (term includes mutual housing). Housing owned by a nonprofit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing. A special housing type: See 24 CFR 982.619.

COVERED FAMILIES. Statutory term for families who are required to participate in a welfare agency economic self-sufficiency program and who may be subject to a welfare benefit sanction for noncompliance with this obligation. Includes families who receive welfare assistance or other public assistance under a program for which Federal, State or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

DEPENDENT. A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or over.

DISABILITY ASSISTANCE EXPENSE. Anticipated costs for care attendants and auxiliary apparatus for disabled family members which enable a family member (including the disabled family member) to work.

DISABLED FAMILY. A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

DISABLED PERSON. See Person with Disabilities.

DISPLACED PERSON/FAMILY. A person or family displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

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

DRUG-RELATED CRIMINAL ACTIVITY. The illegal manufacture, sale, distribution, use, or the possession with intent to manufacture, sell distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).

DRUG TRAFFICKING. The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

ECONOMIC SELF-SUFFICIENCY PROGRAM. Any program designed to encourage, assist, train or facilitate the economic independence of assisted families, or to provide work for such families. Can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as treatment for drug abuse or mental health treatment). Includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). Also see 24 CFR 5.603 (c).

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

ELDERLY HOUSEHOLD. A family whose head or spouse or whose sole member is at least 62 years of age; may include two or more elderly persons living together or one or more such persons living with another person who is determined to be essential to his/her care and wellbeing.

ELDERLY PERSON. A person who is at least 62 years old.

ELIGIBILITY INCOME. May 10, 1984, regulations deleted Eligibility Income, per se, because Annual Income is now for eligibility determination to compare to income limits.

ELIGIBLE FAMILY (Family). A family is defined by the PHA in the administrative Plan, which is approved by HUD.

EXCEPTIONAL MEDICAL OR OTHER EXPENSES. Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 which exceeded 25% of the Annual Income. It is no longer used.

EXCEPTION RENT. In the pre-merger certificate program, an initial rent (contract rent plus any utility allowance) in excess of the published FMR. See FMR/Exception rent.

EXCESS MEDICAL EXPENSES. Any medical expenses incurred by elderly or disabled families only in excess of 3% of Annual Income which are not reimbursable from any other source.

EXTREMELY LOW-INCOME FAMILY. A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30% of medical income for an a if HUD finds such variations are necessary due to unusually high or low family incomes.

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

FAIR MARKET RENT (FMR). The rent including the cost of utilities (except telephone) 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. Fair market rents for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the *Federal Register*.

FAMILY. "Family" includes but is not limited to:

A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);

An elderly family;

A near-elderly family;

A displaced family

The remaining member of a tenant family; and

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

("Family" can be further defined 0by the PHA).

FAMILY OF VETERAN OR SERVICE PERSON. A family is a "family of veteran or service person" when:

The veteran or service person (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.

The veteran or service person, unless deceased, is living with the family or is only temporarily absent unless s/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

FAMILY RENT TO OWNER. In the voucher program, the portion of the rent to owner paid by the family.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM). The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

FAMILY SHARE. The amount calculated by subtracting the housing assistance payment from the gross rent.

FAMILY UNIT SIZE. The appropriate number of bedrooms for a family, as determined by the PHA under the PHA's subsidy standards.

FMR/EXCEPTION RENT. The fair market rent published by HUD headquarters. In the pre-merger certificate program the initial contract rent for a dwelling unit plus any utility allowance could not exceed the FMR/exception rent limit (for the dwelling unit or for the family unit size). In the voucher program the PHA adopts a payment standard schedule that is within 90% to 110% of the FMR for each bedroom size.

FOSTER CHILD CARE PAYMENT. Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

FULL-TIME STUDENT. A person who is attending school or vocational training on a full-time basis (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended).

FUNDING INCREMENT. Each commitment of budget authority by HUD to a PHA under the consolidated annual contributions contract for the PHA program.

GROSS FAMILY CONTRIBUTION. Changed to Total Tenant Payment.

GROSS RENT. The sum of the Rent to Owner and the utility allowance. If there is no utility allowance, Rent to Owner equals Gross Rent.

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

HAP CONTRACT. (See Housing Assistance Payments contract.)

HEAD OF HOUSEHOLD. The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

HOUSING AGENCY. A state, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing. ("PHA" and "HA" mean the same thing.)

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. Act in which the U.S. Housing Act of 1937 (sometimes referred to as the Act) was recodified, and which added the Section 8 Programs.

HOUSING ASSISTANCE PAYMENT. The monthly assistance payment by a PHA. The total assistance payment consists of:

A payment to the owner for rent to owner under the family's lease.

An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a "utility reimbursement" payment.

HOUSING ASSISTANCE PAYMENTS CONTRACT. (HAP contract). A written contract between a PHA and an owner in the form prescribed by HUD headquarters, in which the PHA agrees to make housing assistance payments to the owner on behalf of an eligible family.

HOUSING ASSISTANCE PLAN. (1) A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. **(2)** A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

HOUSING QUALITY STANDARDS (HQS). The HUD minimum quality standards for housing assisted under the tenant-based programs.

HUD. The Department of Housing and Urban Development.

HUD REQUIREMENTS. HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

IMPUTED ASSET. Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

IMPUTED INCOME. HUD passbook rate x total cash value of assets. Calculation used when assets exceed \$5,000.

IMPUTED WELFARE INCOME. An amount of annual income that is not actually received by a family as a result of a specified welfare benefit reduction, but is included in the family's annual income and therefore reflected in the family's rental contribution.

INCOME. Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

INCOME FOR ELIGIBILITY. Annual Income.

INDIAN. Any person recognized as an Indian or Alaska native by an Indian tribe, the federal

government, or any State.

INDIAN HOUSING AUTHORITY (IHA). A housing agency established either by exercise of the power of self-government of an Indian Tribe, independent of State law, or by operation of State law providing specifically for housing authorities for Indians.

INITIAL PHA. In portability, the term refers to both:

A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and

A PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

INITIAL PAYMENT STANDARD. The payment standard at the beginning of the HAP contract term.

INITIAL RENT TO OWNER. The rent to owner at the beginning of the HAP contract term.

INTEREST REDUCTION SUBSIDIES. The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgages of Section 236 projects and front-end loan discounts paid on BMIR projects.

JURISDICTION. The area in which the PHA has authority under State and local law to administer the program.

KHA. Kennewick Housing Authority, as the Public Housing Authority (PHA).

LANDLORD. This term means either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner.

LARGE VERY LOW INCOME FAMILY. Prior to the 1982 regulations, this meant a very low income family which included six or more minors. This term is no longer used.

LEASE. A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the PHA. In cooperative housing, a written agreement between a cooperative and a member of the cooperative. The agreement establishes the conditions for occupancy of the member's family with housing assistance payments to the cooperative under a HAP contract between the cooperative and the PHA.

LEASE ADDENDUM. For pre-merger Certificate, pre-merger OFTO, and pre-merger Voucher tenancies, the lease language required by HUD in the lease between the tenant and the owner.

LIVE-IN AIDE. A person who resides with an elderly person or disabled person and who is determined to be essential to the care and well-being of the person, is not obligated for the support of the person, and would not be living in the unit except to provide necessary supportive services.

LOCAL PREFERENCE. A preference used by the PHA to select among applicant families.

LOW-INCOME FAMILY. A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 80% for areas with unusually

high or low income families.

MANUFACTURED HOME. A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS. A special housing type. See 24 CFR 982.620 and 982.621.

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. See 24 CFR 982.622 to 982.624

MARKET RENT. The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

MEDICAL EXPENSES. Those total 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. (A deduction for elderly or disabled families only.) These allowances are given when calculating adjusted income for medical expenses in excess of 3% of Annual Income.

MERGER DATE. October 1, 1999.

MINOR. A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

MIXED FAMILY. A family with citizens and eligible immigration status and without citizens and eligible immigration status as defined in 24 CFR 5.504(b)(3)

MONTHLY ADJUSTED INCOME. 1/12 of the Annual Income after Allowances or Adjusted Income.

MONTHLY INCOME. 1/12 of the Annual Income.

MUTUAL HOUSING. Included in the definition of COOPERATIVE.

NATIONAL. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

NEAR-ELDERLY FAMILY. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

NEGATIVE RENT. Now called Utility Reimbursement. A negative Tenant Rent results in a Utility Reimbursement Payment (URP).

NET FAMILY ASSETS. Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

NET FAMILY CONTRIBUTION. Former name for Tenant Rent.

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

OCCUPANCY STANDARDS. [Now referred to as **Subsidy Standards**] Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions.

OVER-FMR TENANCY (OFTO). In the pre-merger Certificate program: A tenancy for which the initial gross rent exceeds the FMR/exception rent limit.

OWNER. Any persons or entity having the legal right to lease or sublease a unit to a participant.

PARTICIPANT. A family that has been admitted to the PHA's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (First day of initial lease term).

PAYMENT STANDARD. The maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family).

PERSON WITH DISABILITIES. A person who has a disability as defined in 42 U.S.C 423 or a developmental disability as defined in 42 U.S.C. 6001. Also includes a person who is determined, under HUD regulations, to have a physical or mental impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions. For purposes of reasonable accommodation and program accessibility for persons with disabilities, means an "individual with handicaps" as defined in 24 CFR 8.3. Definition does not exclude persons who have AIDS or conditions arising from AIDS, but does not include a person whose disability is based solely on drug or alcohol dependence (for low-income housing eligibility purposes).

PHA PLAN. The annual plan and the 5-year plan as adopted by the PHA and approved by HUD in accordance with part 903 of this chapter.

PORTABILITY. Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial PHA.

PREMISES. The building or complex in which the dwelling unit is located, including common areas and grounds.

PRIVATE SPACE. In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

PROCESSING ENTITY. Entity responsible for making eligibility determinations and for income reexaminations. In the Section 8 Program, the "processing entity" is the "responsible entity."

PROGRAM. The Section 8 tenant-based assistance program under 24 CFR Part 982.

PROGRAM RECEIPTS. HUD payments to the PHA under the consolidated ACC, and any other amounts received by the PHA in connection with the program.

PUBLIC ASSISTANCE. Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.

PUBLIC HOUSING AGENCY (PHA). PHA includes any State, county, municipality or other governmental entity or public body which is authorized to administer the program (or an agency or instrumentality of such an entity), or any of the following:

A consortia of housing agencies, each of which meets the qualifications in paragraph (1) of this definition, that HUD determines has the capacity and capability to efficiently administer the program (in which case, HUD may enter into a consolidated ACC with any legal entity authorized to act as the legal representative of the consortia members):

Any other public or private non-profit entity that was administering a Section 8 tenant-based assistance program pursuant to a contract with the contract administrator of such program (HUD or a PHA) on October 21, 1998; or

For any area outside the jurisdiction of a PHA that is administering a tenant-based program, or where HUD determines that such PHA is not administering the program effectively, a private non-profit entity or a governmental entity or public body that would otherwise lack jurisdiction to administer the program in such area.

REASONABLE RENT. A rent to owner that is not more than rent charged for comparable units in the private unassisted market, and not more than the rent charged for comparable unassisted units in the premises.

RECEIVING PHA. In portability: A PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher and provides program assistance to the family.

RECERTIFICATION. Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported. There are annual and interim recertifications.

REGULAR TENANCY. In the pre-merger certificate program: A tenancy other than an over-FMR tenancy.

REMAINING MEMBER OF TENANT FAMILY. Person left in assisted housing after other family members have left and become unassisted.

RENT TO OWNER. The total monthly rent payable to the owner under the lease for the unit. Rent to owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.

RESIDENCY PREFERENCE. A PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area ("residency preference area").

RESIDENCY PREFERENCE AREA. The specified area where families must reside to qualify for a residency preference.

RESIDENT ASSISTANT. A person who lives in an Independent Group Residence and provides on a daily basis some or all of the necessary services to elderly, handicapped, and disabled individuals receiving Section 8 housing assistance and who is essential to these individuals' care or well-being. A Resident Assistant shall not be related by blood, marriage or operation of law to individuals receiving Section 8 assistance nor contribute to a portion of his/her income or resources towards the expenses of these individuals.

RESPONSIBLE ENTITY. For the public housing and Section 8 tenant-based assistance, project-based certificate assistance and moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

SECRETARY. The Secretary of Housing and Urban Development.

SECTION 8. Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

SECURITY DEPOSIT. A dollar amount which can be applied to unpaid rent, damages or other amounts to the owner under the lease.

SERVICE PERSON. A person in the active military or naval service (including the active reserve) of the United States.

SERVICE PERSON. A person in the active military or naval service (including the active reserve) of the United States.

SHARED HOUSING. A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family. A special housing type.

SINGLE PERSON. A person living alone or intending to live alone.

SPECIAL ADMISSION. Admission of an applicant that is not on the PHA waiting list or without considering the applicant's waiting list position.

SPECIAL HOUSING TYPES. See Subpart M of 24 CFR 982, which states the special regulatory requirements for SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

SPECIFIED WELFARE BENEFIT REDUCTION. Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

SPOUSE. The husband or wife of the head of the household.

SUBSIDIZED PROJECT. A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of:

Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or

Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or

Direct loans pursuant to Section 202 of the Housing Act of 1959; or
Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;
Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency;
A Public Housing Project.

SUBSIDY STANDARDS. Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

SUBSTANDARD UNIT. Substandard housing is defined by HUD for use as a federal preference.

SUSPENSION/TOLLING. Stopping the clock on the term of a family's voucher, for such period as determined by the PHA, from the time when the family submits a request for PHA approval to lease a unit, until the time when the PHA approves or denies the request. If the PHA decides to allow extensions or suspensions of the voucher term, the PHA administrative plan must describe how the PHA determines whether to grant extensions or suspensions, and how the PHA determines the length of any extension or suspension.

TENANCY ADDENDUM. For the Housing Choice Voucher Program, the lease language required by HUD in the lease between the tenant and the owner.

TENANT. The person or persons (other than a live-in-aide) who executes the lease as lessee of the dwelling unit.

TENANT RENT. The amount payable monthly by the family as rent to the unit owner (Section 8 owner or PHA in public housing). For a tenancy in the pre-merger certificate program, tenant rent equals the total tenant payment minus any utility allowance.

TOTAL TENANT PAYMENT (TTP). The total amount the HUD rent formula requires the tenant to pay toward gross rent and utility allowance.

UNIT. Residential space for the private use of a family.

UNUSUAL EXPENSES. Prior to the change in the 1982 regulations, this was the term applied to the amounts paid by the family for the care of minors under 13 years of age or for the care of disabled or handicapped family household members, but only where such care was necessary to enable a family member to be gainfully employed.

UTILITIES. Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

UTILITY ALLOWANCE. If the cost of utilities (except telephone) including range and refrigerator, and other housing services for an assisted unit is not included in the Contract Rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of 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 healthy living environment.

UTILITY REIMBURSEMENT. In the voucher program, the portion of the housing assistance payment which exceeds the amount of the rent to owner.

UTILITY REIMBURSEMENT PAYMENT. In the pre-merger certificate program, the amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

VACANCY LOSS PAYMENTS. (For pre-merger certificate contracts effective prior to 10/2/95) When a family vacates its unit in violation of its lease, the owner is eligible for 80% of the Contract Rent for a vacancy period of up to one additional month, (beyond the month in which the vacancy occurred) if s/he notifies the PHA as soon as s/he learns of the vacancy, makes an effort to advertise the unit, and does not reject any eligible applicant except for good cause.

VERY LARGE LOWER-INCOME FAMILY. Prior to the change in the 1982 regulations this was described as a lower-income family which included eight or more minors. This term is no longer used.

VERY LOW INCOME FAMILY. A Lower-Income Family whose Annual Income does not exceed 50% 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 50% 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. This is the income limit for the pre-merger certificate and voucher programs.

VETERAN. A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.

VIOLENT CRIMINAL ACTIVITY. Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

VOUCHER (rental voucher). A document issued by a PHA to a family selected for admission to the voucher program. This document describes the program and the procedures for PHA approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

VOUCHER HOLDER. A family holding a voucher with an unexpired term (search time).

VOUCHER PROGRAM. The Housing Choice Voucher program.

WAITING LIST. A list of families organized according to HUD regulations and PHA policy who are waiting for subsidy to become available.

WAITING LIST ADMISSION. An admission from the PHA waiting list.

WELFARE ASSISTANCE. Income assistance from Federal or State welfare programs, including assistance provided under TANF and general assistance. Does not include assistance directed solely to meeting housing expenses, nor programs that provide health care, child care or other services for working families. FOR THE FSS PROGRAM (984.103(b)), "welfare assistance" includes only cash maintenance payments from Federal or State programs designed to meet a family's ongoing basic needs, but does not include food stamps, emergency rental and utilities assistance, SSI, SSDI, or Social Security.

WELFARE RENT. This concept is used ONLY for pre-merger Certificate tenants who receive welfare assistance on an "AS-PAID" basis. It is not used for the Housing Voucher Program. If the agency does NOT apply a ratable reduction, this is the maximum a public assistance agency COULD give a family for shelter and utilities, NOT the amount the family is receiving at the time the certification or recertification is being processed.

If the agency applies a ratable reduction, welfare rent is a percentage of the maximum the agency could allow.

WELFARE-TO-WORK (WTW) FAMILIES. Families assisted by a PHA with voucher funding awarded to the PHA under the HUD welfare-to-work voucher program (including any renewal of such WTW funding for the same purpose).

C. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE

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

CITIZEN. A citizen or national of the United States.

EVIDENCE OF CITIZENSHIP OR ELIGIBLE STATUS. The documents which must be submitted to evidence citizenship or eligible immigration status.

HEAD OF HOUSEHOLD. The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

HUD. Department of Housing and Urban Development.

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

MIXED FAMILY. A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

NATIONAL. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

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

PHA. A housing authority who operates Public Housing.

RESPONSIBLE ENTITY. The person or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status (the PHA).

SECTION 214. Section 214 restricts HUD from making financial assistance available for noncitizens unless they meet one of the categories of eligible immigration status specified in Section 214 of the Housing and Community Development Act of 1980, as amended (42 U.S.C. 1436a).

SPOUSE. Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads." "Co-head" is a term recognized by some HUD programs, but not by public and Indian housing programs.

ADMINISTRATIVE PLAN

FOR THE

SECTION 8 HOUSING CHOICE

VOUCHER PROGRAM

Approved by the HA Board of Commissioners: October, 2002
Revised: October, 2002

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C. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULEGL-189

SECTION 8 ADMINISTRATIVE PLAN
REVISIONS
APRIL 2002

Chapter 1:

- Local Goals, from 100 to 50.
- Objectives, develop units, from 5-10 to 4-8
- Applying for admissions, sentence revision (Verification of disability as it relates to 504, Fair Housing, or ADA reasonable accommodation will “be fully verified at this time”).
- H. Reasonable Accommodation Policy; paragraph 10, sentence revision to (10 calendar days)

Chapter 2:

- A. Eligibility Factors, sentence revision (Evidence of Citizenship/Eligible Immigrants will “be” verified during the pre-application and full application and when the family is selected from the waiting list for final eligibility for processing for issuance of a Voucher).
- B. Live-In Attendants, sentence revision (Written verification will be required from a qualified third party professional. Appropriate professional include, for example, doctors (including psychiatrists), psychologists, physical therapists, vocational rehabilitation specialists, and licensed mental health professional).
- F. Other Criteria for Admissions. Sentence revision (The family must not have violated any family obligation during a previous participation in the section 8 program for 5 years prior to final eligibility determination). (changed 3 years to 5 years).
- G. Tenant Screening, deleted “PHA will offer the owner other information in the PHA’s possession concerning, including: Information about the family’s tenancy history, drug - trafficking by family members, criminal records paragraph.

Chapter 3:

- A. Overview of the Application Taking Process, sentence revision (The pre-application will be dated, time-stamped, and referred to the PHA’s eligibility office where all applicant preferences will be verified and the application will be maintained until such time as it is needed for processing).
- B. Closing the Waiting List. Deleted sentence (When the period for accepting applications is over, the PHA will add the new applicants to the list by: Separating the new applicants into groups by date and time of application).
- B. Closing the Waiting List. Sentence revision, (When the application is submitted to the PHA: It establishes the family’s date and time of application for placement order on the waiting list and in accordance to the PHA’s Local Preferences).
- C. Initial Application Procedure, sentence revision, (Pre-applications will not require an interview. The information on the application regarding income and preferences **will be** verified

at the time of application submittal for eligibility and determination. Final eligibility will be determined when the full application process is completed and all remaining information is verified)

- D. Applicant Status While on Waiting List, sentence revision (The PHA will approximately purge the waiting list quarterly and at least once annually.
- E. Time of Selection, sentence revision (Based on the PHA's turnover and availability for funding, groups of families will be selected from the waiting list to form a final eligibility "pool". Selection from the pool will be based on applicant preference(s) and completion of verification).
- F. Completion of Full Application, sentence deletion (After the family is selected from the waiting list, and prior to completing the full application). Sentence revision, (The qualification for preference must exist at the time the preference is claimed and at the time of verification (initially during pre-application process), because claim of preference determines placement on the waiting list). Sentence deletion, (complete a full application in their own handwriting, unless assistance is needed, or request for accommodation is made by a person with disability. Applicant will then be interviewed by PHA staff to review the information on the full application form). Third paragraph; sentence revision to (5 calendar days).
- G. Verification. Sentence revision (Family **income**, composition, **preference**, allowances and deduction, assets, full-time student status, eligibility and rent calculation factors, and other pertinent information be verified).

Chapter 4:

- A. Waiting List. Sentence revision, (waiting list contains the following information for each applicant listed: included "preference (if applicable)".
- C. Waiting list preference, sentence revision to (five (5) years).
- F. Initial Determination of Local Preference Qualification. Sentence revision (An applicant's certification that they qualify for a preference "**will be verified at the pre-application submittal**", any time during placement on the waiting list and at the full application process for final eligibility before issuance of a Voucher).
- I. Preference and Income Targeting Eligibility, Change in Circumstances. Sentence revision (Applicants are required to notify the PHA in writing when their circumstances change). Deleted (and/or by telephone).
- K. Final Verification of Preferences. Sentence revision (Preference information on applications will be verified at the pre-application process, while the applicant is on the waiting list and during the full application process for waiting list selection. At that time the PHA is requesting preference verification, the following process will take place) sentence revision (preference claim and mail third party **professional** verification as applicable).
- M. Removal from Waiting List and Purging. Sentence revision (The waiting list will be purged approximately **quarterly and at least once annually**).
- M. Removal from Waiting List and Purging. Sentence revision to (10 calendar days).

Chapter 5: None

Chapter 6:

- B. Disallowance of Earned Income From Rent Determinations for Persons with Disabilities. Section paragraph inclusion.
- B. Disallowance of Earned Income From Rent Determinations for Persons with Disabilities. Section paragraph, Tracking the Earned Income Exclusion, paragraph deletion (Instruction paragraph).
- B. Disallowance of Earned Income From Rent Determinations for Persons with Disabilities. Section paragraph, Absence due to Incarceration. Sentence revision (is incarcerated for 30 consecutive days).
- D. Definition of Temporarily/Permanently Absent. Sentence revision (“Temporarily absent” is defined as away from the unit for more than three (3) consecutive months or ninety (90) days in a 12 month period).
- D. Definition of Temporarily/Permanent absent. Second paragraph. Sentence inclusion (If it is determined that the head of household is absent from the unit, the PHA at its discretion will not continue assistance payments).
- D. Caretaker for Children. Section paragraph inclusion.
- M. Child Care Expenses. Paragraph deletion. (Amount of Expense: The PHA will survey the local care providers.....).
- Q. Utility Allowance and Utility Reimbursement Payments. Sentence revision (Revised utility allowances will be applied in a participant’s family’s rent calculation at their next **interim or by their next reexamination**)

Chapter 7:

- I. Verification Non-Financial Factors, Verification of Disability. Sentence revision (verified by appropriate diagnostician (**Third Party Professional**), such as a **doctor, psychiatrist, psychologist, physical therapist, vocational rehabilitation specialists, and licensed mental health professional**).
- I. Verification Non-Financial Factors, Time of Verification. Sentence revision (For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility the **pre-application and final eligibility determination**).
- I. Verification Non-Financial Factors, Medical Need for a Larger Unit. Sentence revision (A request for a larger unit must be submitted in writing to the PHA and a Third Party Professional must complete the required PHA form, stating the family needs a larger unit to meet a medical or disability accommodation).
- J. Verification of Waiting List Preferences, Elderly Preference. Sentence revision (Families whose head is receiving income based on their disability/handicap must provide copies of the nature of their disability/handicap by a Third Party Professional, such as, but not limited to, a doctor, psychiatrists, psychologist, licensed mental health professional or social service professional or provide written documentation of their income).
- J. Verification of Waiting List Preference, Date and Time of Preference. Sentence

revision (The selection of the application will be in the order that the application was completed, date stamped and timed along with any preference(s)).

Chapter 8:

- E. Security Deposit. Sentence revision (The owner is not required but may collect a one security deposit from the tenant).

Chapter 9:

- H. Information To Owners. Sentence(s) deletion (A statement of the PHA's policy on release of information to prospective landlords will be included in the briefing packet which is provided to the family; The PHA will furnish prospective owners with information about the family's rental history, or any history of drug trafficking; The PHA will provide the following information, based on documentation in its possession, eviction history, damages to rental units, other aspects to tenancy history, drug trafficking by family members; The information will be provided for the last 3 years; The information will be provided orally/in writing, Only the Section 8 Representatives.....).
- K. Contract Execution Process. Sentence revision (Restrictions on Leasing to Relatives section).

Chapter 10:

- B. Initial HQS Inspection. Sentence revision (In accordance to HUD policies, the PHA must inspect a unit within fifteen (15) days of request by the family or owner).

Chapter 11: None

Chapter 12:

- C. Reporting Interim Changes, Interim Reexamination Policy. Sentence revision (The PHA will conduct interim reexaminations when families have an increase in income of \$100 per month or if it is a new source of income). (from \$50 to \$100).
- C. Reporting Changes, (Program participants must report all changes in "**writing**" to the PHA within ten (10) "**calendar days**" of the date of change).
- F. Notification of results of Recertification. Sentence revision (The Notice of Rent Change is mailed to owner and the tenant. Signatures are required by the head of household, spouse and any other adult family members, and the PHA).
- G. Timely Reporting of Changes in Income (and Assets), Standard for timely reporting of changes. Sentence revision (The PHA requires that families report interim changes to the PHA in "**writing**" within ten (10) calendar days of the date the change occurred. Any information, document or signature(s); Procedures when the Change is Reported in a Timely Manner. Sentence revision (PHA will notify the family and owner in "**writing**" of any change in the Housing Assistance Payment).

Chapter 13:

- F. Outgoing Portability. Restrictions on Portability, Participants, paragraph 3. Sentence revision.

Chapter 14: None

Chapter 15:

- Grounds for Denial/Termination. Mandatory Denial and Terminations, second paragraph. Sentence revision (on (and/or off) the premises of federally assisted housing).
- B. Screening and Termination for Drug Abuse & Other Criminal Activity, Denial of Assistance for Sex Offenders. Sentence revision (The PHA will deny admission if any member of the household is subject to a “registration” requirement under the State sex offender registration program. In screening applicants, the PHA will perform criminal history background checks to determine whether any household is subject to a sex offender registration requirement). (deleted a lifetime registration).
- C. Interest in Unit. Sentence revision (deleted Certificate and added Voucher Program).

Chapter 16:

- A. Disapproval of Owner. Sentence revision (Restrictions on Leasing to Relatives under the Section 8 Program).

Chapter 17:

- E. Guidelines for Payment Agreement. Sentence inclusion (The repayment agreement must be executed by the Section 8 Representative and at least one-third of the owing amount must be paid at the time of the agreement is executed).

Chapter 18:

- C. Informal Review Procedures for Applicants, Procedure for Informal Hearing. Paragraph inclusion for language that allows for an informal review process to take place before an actual informal hearing.
- C. Informal Review Procedures for Applicants Procedure for Informal Hearings. Sentence revision (The Informal Hearing shall be conducted by **a hearing officer** and/or including the Executive Director or his/her assigned designee

Chapter 19:

- Introduction & Verification of Need for Reasonable Accommodation. Sentence revision (to include Third Party Professional Verification & letter needed).

- Introduction. Paragraph inclusion (The PHA may approve a live-in aid to reside with a family)
- A. Manufactured Home. Paragraph deletion (The PHA may approve a live-in aid to reside with the family).

Program Addendum:

- G. Placement of Documents, Evidence and Statements Obtained by the PHA. Sentence revision (Documents and other evidence obtained by the PHA during the course of an investigation will be considered “work product” and will either be kept in the participant’s file, or in a separate “**investigative file**”).
- H. Conclusion of the PHA’s Investigative Review. Sentence revision (At the conclusion of the investigative review, the reviewer will report the findings to the Executive Director or designee. It will then be determined whether a violation **has or has not occurred**, or if the facts are inconclusive.
- J. Action Procedures for Violations which have been Documented, 2. Procedural Non-compliance – Overpaid Assistance, (a) Participant Fails to Comply with PHA’s Notice. Sentence revision (If the Participant fails to comply with the PHA’s notice, and a family obligation has been violated, the PHA will initiate termination of assistance).

Throughout Administrative Plan. Revised wording from 10 working days to **10 calendar days**.