

PHA Plans

Streamlined 5-Year/Annual Version

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

OMB No. 2577-0226
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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937 that introduced 5-year and annual PHA Plans. The full PHA plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form allows eligible PHAs to make a streamlined annual Plan submission to HUD consistent with HUD's efforts to provide regulatory relief to certain 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 5-Year Plan for Fiscal Years 2006 - 2010

Streamlined Annual Plan for Fiscal Year 2005

VERSION 2

SUBMITTED 9/20/05

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. Full reporting for each component listed in the streamlined Annual Plan submitted with the 5-year plan is required.

Streamlined Five-Year PHA Plan Agency Identification

PHA Name: McKean County Housing Authority

PHA Number: PA080

PHA Fiscal Year Beginning: (mm/yyyy) 10/2005

PHA Programs Administered:

Public Housing and Section 8

Number of public housing units: 216
 Number of S8 units: 356

Section 8 Only

Number of S8 units:

Public Housing Only

Number of public housing units:

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

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

Public Access to Information

Information regarding any activities outlined in this plan can be obtained by contacting:

(select all that apply)

- Main administrative office of the PHA
- PHA development management offices
- PHA local offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plans and attachments (if any) are available for public inspection at: (select all that apply)

- Main administrative office of the PHA
- PHA development management offices
- PHA local offices
- Main administrative office of the local government
- Main administrative office of the County government
- Main administrative office of the 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 Five-Year PHA Plan PHA FISCAL YEARS 2006 - 2010 [24 CFR Part 903.12]

A. Mission

State the PHA's mission for serving the needs of low-income, very low income, and extremely low-income families in the PHA's jurisdiction. (select one of the choices below)

- The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.
- The PHA's mission is: (state mission here)

B. Goals

The goals and objectives listed below are derived from HUD's strategic Goals and Objectives and those emphasized in recent legislation. PHAs may select any of these goals and objectives as their own, or identify other goals and/or objectives. Whether selecting the HUD-suggested objectives or their own, **PHAs ARE STRONGLY ENCOURAGED TO IDENTIFY QUANTIFIABLE MEASURES OF SUCCESS IN REACHING THEIR OBJECTIVES OVER THE COURSE OF THE 5 YEARS.** (Quantifiable measures would include targets such as: numbers of families served or PHAS scores achieved.) PHAs should identify these measures in the spaces to the right of or below the stated objectives.

HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.

- PHA Goal: Expand the supply of assisted housing
Objectives:
- Apply for additional rental vouchers:
 - Reduce public housing vacancies:
 - Leverage private or other public funds to create additional housing opportunities:
 - Acquire or build units or developments
 - Other (list below)
- PHA Goal: Improve the quality of assisted housing
Objectives:
- Improve public housing management: (PHAS score)
 - Improve voucher management: (SEMAP score)
 - Increase customer satisfaction:
 - Concentrate on efforts to improve specific management functions:
(list; e.g., public housing finance; voucher unit inspections)
 - Renovate or modernize public housing units:
 - Demolish or dispose of obsolete public housing:
 - Provide replacement public housing:
 - Provide replacement vouchers:
 - Other: (list below)
Look at private property to consider purchasing and converting to Public Housing.

- PHA Goal: Increase assisted housing choices
Objectives:
- Provide voucher mobility counseling:
 - Conduct outreach efforts to potential voucher landlords
 - Increase voucher payment standards
 - Implement voucher homeownership program:
 - Implement public housing or other homeownership programs:
 - Implement public housing site-based waiting lists:
 - Convert public housing to vouchers:
 - Other: (list below)
Increase the housing resources available for persons with disabilities.

HUD Strategic Goal: Improve community quality of life and economic vitality

- PHA Goal: Provide an improved living environment
Objectives:
- Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:
 - Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
 - Implement public housing security improvements:
 - Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
 - Other: (list below)

HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals

- PHA Goal: Promote self-sufficiency and asset development of assisted households
Objectives:
- Increase the number and percentage of employed persons in assisted families:
 - Provide or attract supportive services to improve assistance recipients' employability:
 - Provide or attract supportive services to increase independence for the elderly or families with disabilities.
 - Other: (list below)

HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans

- PHA Goal: Ensure equal opportunity and affirmatively further fair housing
Objectives:
- Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:

- Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:
- Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:
- Other: (list below)
Continue existing policy of equal housing opportunity for all eligible households.

Other PHA Goals and Objectives: (list below)

Streamlined Annual PHA Plan

PHA Fiscal Year 2005

[24 CFR Part 903.12(b)]

Table of Contents

Provide the following table of contents for the streamlined Annual Plan submitted with the Five-Year Plan, including all streamlined plan components, and additional requirements, together with the list of supporting documents available for public inspection.

A. ANNUAL STREAMLINED PHA PLAN COMPONENTS

		<u>Page</u>
<input checked="" type="checkbox"/>	1. Housing Needs	7
<input checked="" type="checkbox"/>	2. Financial Resources	12
<input checked="" type="checkbox"/>	3. Policies on Eligibility, Selection and Admissions	12
<input checked="" type="checkbox"/>	4. Rent Determination Policies	20
<input checked="" type="checkbox"/>	5. Capital Improvements Needs	24
<input checked="" type="checkbox"/>	6. Demolition and Disposition	25
<input checked="" type="checkbox"/>	7. Homeownership	26
<input checked="" type="checkbox"/>	8. Civil Rights Certifications (included with PHA Certifications of Compliance)	
<input checked="" type="checkbox"/>	9. Additional Information	27
	a. PHA Progress on Meeting 5-Year Mission and Goals	
	b. Criteria for Substantial Deviations and Significant Amendments	27-28
	c. Other Information Requested by HUD	
	i. Resident Advisory Board Membership and Consultation Process	
	ii. Resident Membership on the PHA Governing Board	
	iii. PHA Statement of Consistency with Consolidated Plan	
	iv. (Reserved)	
<input checked="" type="checkbox"/>	10. Project-Based Voucher Program	30
<input checked="" type="checkbox"/>	11. Supporting Documents Available for Review	31
<input checked="" type="checkbox"/>	12. FY 2001-04 Capital Fund Program and Capital Fund Program Replacement Housing Factor, Annual Statement/Performance and Evaluation Report	33-49
<input checked="" type="checkbox"/>	13. Capital Fund Program 5-Year Action Plan	50-53
<input checked="" type="checkbox"/>	14. Other (List below, providing name for each item)	
	a. Admissions and Occupancy Policy	
	b. Administrative Plan	
	c. Reasonable Accommodation Forms	
	d. Public Housing Lease	
	e. Pet Policy	

B. SEPARATE HARD COPY SUBMISSIONS TO LOCAL HUD FIELD OFFICE

Form HUD-50077, PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans;

Certification by State or Local Official of PHA Plan Consistency with Consolidated Plan.

For PHAs APPLYING FOR CAPITAL FUND PROGRAM (CFP) GRANTS:

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

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

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

Executive Summary (optional)

[903.7(r)]. If desired, provide a brief overview of the contents of the streamlined 5-Year/Annual Plan.

1. Statement of Housing Needs [24 CFR Part 903.12 (b), 903.7(a)]

A. Housing Needs of Families on the Public Housing and Section 8 Tenant- Based Assistance Waiting Lists

State the housing needs of the families on the PHA’s waiting list/s. **Complete one table for each type of PHA-wide waiting list administered by the PHA.** PHAs may provide separate tables for site-based or sub-jurisdictional public housing waiting lists at their option.

Housing Needs of Families on the PHA’s Waiting Lists			
Waiting list type: (select one)			
<input checked="" type="checkbox"/> Section 8 tenant-based assistance			
<input type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	99		126
Extremely low income <=30% AMI	92		
Very low income (>30% but <=50% AMI)	7	7%	
Low income (>50% but <80% AMI)	0		
Families with children	49	49.5%	
Elderly families	50	50.5%	
Families with Disabilities	27		
Race/ethnicity White	97	98%	
Race/ethnicity Black	2	2%	
Race/ethnicity			
Race/ethnicity			
Characteristics by Bedroom Size (Public Housing Only)			
1BR			
2 BR			
3 BR			
4 BR			
5 BR			
5+ BR			
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes:			
How long has it been closed (# of months)?			
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed?			
<input type="checkbox"/> No <input type="checkbox"/> Yes			
Housing Needs of Families on the PHA’s Waiting Lists			

Housing Needs of Families on the PHA's Waiting Lists			
Waiting list type: (select one)			
<input type="checkbox"/> Section 8 tenant-based assistance			
<input checked="" type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	200		57
Extremely low income <=30% AMI	151	75.5%	
Very low income (>30% but <=50% AMI)	37	18.5%	
Low income (>50% but <80% AMI)	11	6%	
Families with children	92	46%	
Elderly families	108	54%	
Families with Disabilities	69	34.5%	
Race/ethnicity WHITE	198	99%	
Race/ethnicity BLACK	1	.5%	
Race/ethnicity MULTI	1	.5%	
Race/ethnicity			
Characteristics by Bedroom Size (Public Housing Only)			
1BR	100	50%	
2 BR	59	29.5%	
3 BR	36	18%	
4 BR	5	2.5%	
5 BR			
5+ BR			
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes:			
How long has it been closed (# of months)?			
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed?			
<input type="checkbox"/> No <input type="checkbox"/> Yes			

B. Strategy for Addressing Needs

Provide a brief description of the PHA's strategy for addressing the housing needs of families on the PHA's public housing and Section 8 waiting lists **IN THE UPCOMING YEAR**, and the Agency's reasons for choosing this strategy.

The Authority's strategy is to keep all Public Housing units filled with short turnaround times and to expend every available Section 8 dollar to house qualified applicants.

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by:

Select all that apply

- Employ effective maintenance and management policies to minimize the number of public housing units off-line
- Reduce turnover time for vacated public housing units
- Reduce time to renovate public housing units
- Seek replacement of public housing units lost to the inventory through mixed finance development
- Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
- Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- Other (list below)

Strategy 2: Increase the number of affordable housing units by:

Select all that apply

- Apply for additional section 8 units should they become available
- Leverage affordable housing resources in the community through the creation of mixed - finance housing
- Pursue housing resources other than public housing or Section 8 tenant-based assistance.
- Other: (list below)

Need: Specific Family Types: Families at or below 30% of median

Strategy 1: Target available assistance to families at or below 30 % of AMI

Select all that apply

- Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
- Employ admissions preferences aimed at families with economic hardships
- Adopt rent policies to support and encourage work
- Other: (list below)

Need: Specific Family Types: Families at or below 50% of median

Strategy 1: Target available assistance to families at or below 50% of AMI

Select all that apply

- Employ admissions preferences aimed at families who are working
- Adopt rent policies to support and encourage work
- Other: (list below)

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:

Select all that apply

- Seek designation of public housing for the elderly
- Apply for special-purpose vouchers targeted to the elderly, should they become available
- Other: (list below)
Develop housing options for frail elderly.

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

Select all that apply

- Seek designation of public housing for families with disabilities
- Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
- Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- Affirmatively market to local non-profit agencies that assist families with disabilities
- Other: (list below)
Develop housing options for persons with disabilities.

Need: Specific Family Types: Races or ethnicities with disproportionate housing needs

Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:

Select if applicable

- Affirmatively market to races/ethnicities shown to have disproportionate housing needs
- Other: (list below)
Continue existing policy of providing equal housing opportunities for all eligible households.

Strategy 2: Conduct activities to affirmatively further fair housing

Select all that apply

- Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
- Market the section 8 program to owners outside of areas of poverty /minority concentrations
- Other: (list below)

Other Housing Needs & Strategies: (list needs and strategies below)

(2) Reasons for Selecting Strategies

Of the factors listed below, select all that influenced the PHA's selection of the strategies it will pursue:

- Funding constraints
- Staffing constraints
- Limited availability of sites for assisted housing
- Extent to which particular housing needs are met by other organizations in the community
- Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
- Influence of the housing market on PHA programs
- Community priorities regarding housing assistance
- Results of consultation with local or state government
- Results of consultation with residents and the Resident Advisory Board
- Results of consultation with advocacy groups
- Other: (list below)

2. Statement of Financial Resources

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

List on the following table the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant based Section 8 assistance programs administered by the PHA during the Plan year. Note: the table assumes that Federal public housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 20__ grants)		
a) Public Housing Operating Fund	446,617.00	
b) Public Housing Capital Fund	360,500.00	
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	1,014,066.00 HAP 154,639.00 ADMIN	
f) Resident Opportunity and Self-Sufficiency Grants		
g) Community Development Block Grant		
h) HOME		
Other Federal Grants (list below)		
2. Prior Year Federal Grants (unobligated funds only) (list below)		
3. Public Housing Dwelling Rental Income		
Excess Utilities	578,949.00	
Non-Dwelling	13,000.00	Public Housing Operations
	5,000.00	Public Housing Operations
4. Other income (list below)		
Interest	36,000.00	Public Housing Operations
Laundry	20,000.00	Public Housing Operations
4. Non-federal sources (list below)		
Total resources	2,628,771.00	

3. PHA Policies Governing Eligibility, Selection, and Admissions

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

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete subcomponent 3A.

(1) Eligibility

a. When does the PHA verify eligibility for admission to public housing? (select all that apply)

- When families are within a certain number of being offered a unit: (state number)
- When families are within a certain time of being offered a unit: (state time)
- Other: (describe)
When interview for unit is conducted.

b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)?

- Criminal or Drug-related activity
- Rental history
- Housekeeping
- Other (describe)

c. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

d. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

e. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

(2)Waiting List Organization

a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)

- Community-wide list
- Sub-jurisdictional lists
- Site-based waiting lists
- Other (describe)

b. Where may interested persons apply for admission to public housing?

- PHA main administrative office
- PHA development site management office
- Other (list below)
At satellite office, at various public service agencies or by telephone to get application sent to them.

c. Site-Based Waiting Lists-Previous Year

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

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

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

3. How many unit offers may an applicant turn down before being removed from the site-based waiting list? ___

4. Yes No: Is the PHA the subject of any pending fair housing complaint by HUD or any court order or settlement agreement? If yes, describe the order, agreement or complaint and describe how use of a site-based waiting list will not violate or be inconsistent with the order, agreement or complaint below:

d. 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 subsection (3) **Assignment**

1. How many site-based waiting lists will the PHA operate in the coming year?

2. Yes No: Are any or all of the PHA’s site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?
 If yes, how many lists?

3. Yes No: May families be on more than one list simultaneously
 If yes, how many lists?

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?

- PHA main administrative office
- All PHA development management offices
- Management offices at developments with site-based waiting lists
- At the development to which they would like to apply
- Other (list below)

(3) Assignment

a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)

- One
- Two
- Three or More

b. Yes No: Is this policy consistent across all waiting list types?

c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

(4) Admissions Preferences

a. Income targeting:

Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?

b. Transfer policies:

In what circumstances will transfers take precedence over new admissions? (list below)

- Emergencies
- Over-housed
- Under-housed
- Medical justification
- Administrative reasons determined by the PHA (e.g., to permit modernization work)
- Resident choice: (state circumstances below)
- Other: (list below)

c. Preferences

1. Yes No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If "no" is selected, skip to subsection **(5) Occupancy**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in the jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

- Date and Time

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in the jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

4. Relationship of preferences to income targeting requirements:

- The PHA applies preferences within income tiers
- Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Occupancy

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)

- The PHA-resident lease
- The PHA's Admissions and (Continued) Occupancy policy
- PHA briefing seminars or written materials
- Other source (list)

b. How often must residents notify the PHA of changes in family composition? (select all that apply)

- At an annual reexamination and lease renewal
- Any time family composition changes
- At family request for revision
- Other (list)

(6) Deconcentration and Income Mixing

a. Yes No: Does the PHA have any general occupancy (family) public housing developments covered by the deconcentration rule? If no, this section is complete. If yes, continue to the next question.

b. Yes No: Do any of these covered developments have average incomes above or below 85% to 115% of the average incomes of all such developments? If no, this section is complete. If yes, list these developments on the following table:

Deconcentration Policy for Covered Developments			
Development Name	Number of Units	Explanation (if any) [see step 4 at §903.2(c)(1)(iv)]	Deconcentration policy (if no explanation) [see step 5 at §903.2(c)(1)(v)]

B. Section 8

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B. Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).

(1) Eligibility

a. What is the extent of screening conducted by the PHA? (select all that apply)

- Criminal or drug-related activity only to the extent required by law or regulation
- Criminal and drug-related activity, more extensively than required by law or regulation
- More general screening than criminal and drug-related activity (list factors):
- Other (list below)

b. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

c. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

d. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

e. Indicate what kinds of information you share with prospective landlords? (select all that apply)

- Criminal or drug-related activity
- Other (describe below)
Sexual Predators.

(2) Waiting List Organization

a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)

- None
- Federal public housing
- Federal moderate rehabilitation
- Federal project-based certificate program
- Other federal or local program (list below)

b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)

- PHA main administrative office
- Other (list below)

At satellite office, at various public service agencies or by telephone to have mailed to them.

(3) Search Time

a. Yes No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below:

If family is actively seeking and unable to find a unit, they may extend time to add 30 days.

(4) Admissions Preferences

a. Income targeting

Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting

more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

b. Preferences

1. Yes No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent **(5) Special purpose section 8 assistance programs**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden (rent is > 50 percent of income)

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in your jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

Date and Time

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in your jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)

- Date and time of application
- Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for "residents who live and/or work in the jurisdiction" (select one)

- This preference has previously been reviewed and approved by HUD
- The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)

- The PHA applies preferences within income tiers
- Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Special Purpose Section 8 Assistance Programs

a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (select all that apply)

- The Section 8 Administrative Plan
- Briefing sessions and written materials
- Other (list below)

b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?

- Through published notices
- Other (list below)

4. PHA Rent Determination Policies

[24 CFR Part 903.12(b), 903.7(d)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete sub-component 4A.

(1) Income Based Rent Policies

Describe the PHA's income based rent setting policy/ies for public housing using, including discretionary (that is, not required by statute or regulation) income disregards and exclusions, in the appropriate spaces below.

a. Use of discretionary policies: (select one of the following two)

- The PHA will not employ any discretionary rent-setting policies for income-based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))
- The PHA employs discretionary policies for determining income-based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent? (select one)

- \$0
 \$1-\$25
 \$26-\$50

2. Yes No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

3. If yes to question 2, list these policies below:

c. Rents set at less than 30% of adjusted income

1. Yes No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?

2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ (select all that apply)

- For the earned income of a previously unemployed household member
- For increases in earned income
- Fixed amount (other than general rent-setting policy)
If yes, state amount/s and circumstances below:
- Fixed percentage (other than general rent-setting policy)
If yes, state percentage/s and circumstances below:

- For household heads
- For other family members
- For transportation expenses
- For the non-reimbursed medical expenses of non-disabled or non-elderly families
- Other (describe below)

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income) (select one)

- Yes for all developments
- Yes but only for some developments
- No

2. For which kinds of developments are ceiling rents in place? (select all that apply)

- For all developments
- For all general occupancy developments (not elderly or disabled or elderly only)
- For specified general occupancy developments
- For certain parts of developments; e.g., the high-rise portion
- For certain size units; e.g., larger bedroom sizes
- Other (list below)

3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)

- Market comparability study
- Fair market rents (FMR)
- 95th percentile rents
- 75 percent of operating costs
- 100 percent of operating costs for general occupancy (family) developments
- Operating costs plus debt service
- The "rental value" of the unit
- Other (list below)

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)

- Never
- At family option

- Any time the family experiences an income increase
- Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)_____
- Other (list below)
Any income decrease or family composition change.

g. Yes No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

(2) Flat Rents

a. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)

- The section 8 rent reasonableness study of comparable housing
- Survey of rents listed in local newspaper
- Survey of similar unassisted units in the neighborhood
- Other (list/describe below)
Published fair market rents

B. Section 8 Tenant-Based Assistance

Exemptions: PHAs that do not administer Section 8 tenant-based assistance are not required to complete sub-component 4B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

(1) Payment Standards

Describe the voucher payment standards and policies.

a. What is the PHA's payment standard? (select the category that best describes your standard)

- At or above 90% but below 100% of FMR
- 100% of FMR
- Above 100% but at or below 110% of FMR
- Above 110% of FMR (if HUD approved; describe circumstances below)

b. If the payment standard is lower than FMR, why has the PHA selected this standard? (select all that apply)

- FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area
- The PHA has chosen to serve additional families by lowering the payment standard
- Reflects market or submarket
- Other (list below)

c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)

- FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
- Reflects market or submarket
- To increase housing options for families
- Other (list below)

d. How often are payment standards reevaluated for adequacy? (select one)

- Annually
 Other (list below)

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard?
(select all that apply)

- Success rates of assisted families
 Rent burdens of assisted families
 Other (list below)

(2) Minimum Rent

a. What amount best reflects the PHA's minimum rent? (select one)

- \$0
 \$1-\$25
 \$26-\$50

b. Yes No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)

5. Capital Improvement Needs

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

Exemptions from Component 5: Section 8 only PHAs are not required to complete this component and may skip to Component 6.

A. Capital Fund Activities

Exemptions from sub-component 5A: PHAs that will not participate in the Capital Fund Program may skip to component 5B. All other PHAs must complete 5A as instructed.

(1) Capital Fund Program

- a. Yes No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete items 12 and 13 of this template (Capital Fund Program tables). If no, skip to B.
- b. 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 of sub-component 5B: 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) Hope VI Revitalization

- a. Yes No: Has the PHA received a HOPE VI revitalization grant? (if no, skip to next component; if yes, provide responses to questions on chart below for each grant, copying and completing as many times as necessary)
- b. Status of HOPE VI revitalization grant (complete one set of questions for each grant)
Development name:
Development (project) number:
Status of grant: (select the statement that best describes the current status)
 Revitalization Plan under development
 Revitalization Plan submitted, pending approval
 Revitalization Plan approved
 Activities pursuant to an approved Revitalization Plan underway
- c. Yes No: Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year? If yes, list development name/s below:
- d. 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:
- e. 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:

6. Demolition and Disposition

[24 CFR Part 903.12(b), 903.7 (h)]

Applicability of component 6: Section 8 only PHAs are not required to complete this section.

- a. Yes No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 or 24 (Hope VI) of the U.S. Housing Act of 1937 (42 U.S.C. 1437p) or Section 202/Section 33 (Mandatory Conversion) in the plan Fiscal Year? (If "No", skip to component 7; if "yes", complete one activity description for each development on the following chart.)

Demolition/Disposition Activity Description	
1a. Development name:	
1b. Development (project) number:	
2. Activity type: Demolition <input type="checkbox"/>	
Disposition <input type="checkbox"/>	
3. Application status (select one)	
Approved <input type="checkbox"/>	
Submitted, pending approval <input type="checkbox"/>	
Planned application <input type="checkbox"/>	
4. Date application approved, submitted, or planned for submission: (DD/MM/YY)	
5. Number of units affected:	
6. Coverage of action (select one)	
<input type="checkbox"/> Part of the development	
<input type="checkbox"/> Total development	
7. Timeline for activity:	
a. Actual or projected start date of activity:	
b. Projected end date of activity:	

7. Section 8 Tenant Based Assistance--Section 8(y) Homeownership Program

[24 CFR Part 903.12(b), 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? 10

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 below:
Credit counseling.

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

1. Contact all current participants and landlords.
2. Find a credit counselor.

(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):

- a. 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.
- b. 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.
- c. Partnering with a qualified agency or agencies to administer the program (list name(s) and years of experience below).
- d. Demonstrating that it has other relevant experience (list experience below).
The Authority ran a small homeownership plan (10 units) outside of Section 8 Program in cooperation with local bank.

8. Civil Rights Certifications

[24 CFR Part 903.12 (b), 903.7 (o)]

Civil rights certifications are included in the *PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans*, which is submitted to the Field Office in hard copy—see Table of Contents.

9. Additional Information

[24 CFR Part 903.12 (b), 903.7 (r)]

A. PHA Progress in Meeting the Mission and Goals Described in the 5-Year Plan

(Provide a statement of the PHA's progress against the goals and objectives established in the previous 5-Year Plan for the period FY 2001 - 2005.)

The McKean County Housing Authority, sometimes using its non-profit 501c3 organization, has been able to achieve part of the goals set in our original Plan. We have been successful in being awarded McKinney Funds to construct/or refurbish 5 units for disabled applicants; we have acquired 3 private structures that are Available for Section 8 applicants; we have begun to modernize our 216 public housing units and we are in The process of purchasing a 50 unit development which will be partially converted to handicapped housing.

B. Criteria for Substantial Deviations and Significant Amendments

(1) Amendment and Deviation Definitions

24 CFR Part 903.7(r)

PHAs are required to define and adopt their own standards of substantial deviation from the 5-year Plan and Significant Amendment to the Annual Plan. The definition of significant amendment is important because it defines when the PHA will subject a change to the policies or activities described in the Annual Plan to full public hearing and HUD review before implementation.

- a. Substantial Deviation from the 5-Year Plan
- b. Significant Amendment or Modification to the Annual Plan
 - the addition of new activities not included in current PHA Plan.
 - any change with regard to demolition or disposition, designation,

- homeownership program or conversion activities
- lack of adequate HUD funding to complete proposed activities.

C. Other Information

[24 CFR Part 903.13, 903.15]

(1) Resident Advisory Board Recommendations

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

If yes, provide the comments below: One member suggested larger sheds for the family units.

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

- Considered comments, but determined that no changes to the PHA Plan were necessary.
- The PHA changed portions of the PHA Plan in response to comments
List changes below:
- Other: (list below)

(2) Resident Membership on PHA Governing Board

The governing board of each PHA is required to have at least one member who is directly assisted by the PHA, unless the PHA meets certain exemption criteria. Regulations governing the resident board member are found at 24 CFR Part 964, Subpart E.

- a. Does the PHA governing board include at least one member who is directly assisted by the PHA this year?

- Yes No:

If yes, complete the following:

Name of Resident Member of the PHA Governing Board:

Method of Selection:

- Appointment
The term of appointment is (include the date term expires):

- Election by Residents (if checked, complete next section--Description of Resident Election Process)

Description of Resident Election Process

Nomination of candidates for place on the ballot: (select all that apply)

- Candidates were nominated by resident and assisted family organizations
- Candidates could be nominated by any adult recipient of PHA assistance
- Self-nomination: Candidates registered with the PHA and requested a place on

- ballot
- Other: (describe)
- Eligible candidates: (select one)
- Any recipient of PHA assistance
- Any head of household receiving PHA assistance
- Any adult recipient of PHA assistance
- Any adult member of a resident or assisted family organization
- Other (list)

Eligible voters: (select all that apply)

- All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
- Representatives of all PHA resident and assisted family organizations
- Other (list)

b. If the PHA governing board does not have at least one member who is directly assisted by the PHA, why not?

- The PHA is located in a State that requires the members of a governing board to be salaried and serve on a full time basis
- The PHA has less than 300 public housing units, has provided reasonable notice to the resident advisory board of the opportunity to serve on the governing board, and has not been notified by any resident of their interest to participate in the Board.
- Other (explain):

Date of next term expiration of a governing board member: 11/22/05

Name and title of appointing official(s) for governing board (indicate appointing official for the next available position): McKean County Commissioners

(3) 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).

Consolidated Plan jurisdiction: (provide name here)

Commonwealth of Pennsylvania

a. 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 list 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)

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

The Housing Authority works with various area service providers. Referrals are received from these providers when housing is a need. In turn, the Housing Authority seeks assistance from the service providers for our residents. The PHA will meet the income targeting and income missing requirements of QHWRA.

(4) (Reserved)

Use this section to provide any additional information requested by HUD.

10. Project-Based Voucher Program

- a. Yes No: Does the PHA plan to “project-base” any tenant-based Section 8 vouchers in the coming year? If yes, answer the following questions.
- b. 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:)

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

11. List of Supporting Documents Available for Review for Streamlined Five-Year/ 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>	Standard 5 Year and Annual Plans; streamlined 5 Year Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan.	5 Year Plans
X	Fair Housing Documentation Supporting Fair Housing Certifications: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans
X	Housing Needs Statement of the Consolidated Plan for the jurisdiction(s) in which the PHA is located and any additional backup data to support statement of housing needs for families on the PHA’s public housing and Section 8 tenant-based waiting lists.	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP] and the Site-Based Waiting List Procedure.	Annual Plan: Eligibility, Selection, and Admissions Policies
	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. <input type="checkbox"/> Check here if included in the public housing A&O Policy.	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the method for setting public housing flat rents. <input type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development. <input type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment standard policies. <input type="checkbox"/> Check here if included in Section 8 Administrative Plan.	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
	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-Sufficiency
X	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
	Any policies governing any Section 8 special housing types <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
	Consortium agreement(s).	Annual Plan: Agency Identification and Operations/ Management
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
	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
	Approved or submitted applications for demolition and/or disposition of public housing.	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans).	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937.	Annual Plan: Conversion of Public Housing
	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	Annual Plan: Voluntary Conversion of Public Housing
X	Approved or submitted public housing homeownership programs/plans.	Annual Plan: Homeownership
	Policies governing any Section 8 Homeownership program (Section _____ of the Section 8 Administrative Plan)	Annual Plan: Homeownership
X	Public Housing Community Service Policy/Programs <input 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
	FSS Action Plan(s) for public housing and/or Section 8.	Annual Plan: Community Service & Self-Sufficiency
	Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing.	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports for public housing.	Annual Plan: Community Service & Self-Sufficiency
X	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Pet Policy
	The results of the most recent fiscal year audit of the PHA conducted under the Single Audit Act as implemented by OMB Circular A-133, the results of that audit and the PHA's response to any findings.	Annual Plan: Annual Audit
	Consortium agreement(s), if a consortium administers PHA programs.	Joint PHA Plan for Consortia
	Consortia Joint PHA Plans ONLY: 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 PHA Plan for Consortia
	Other supporting documents (optional). List individually.	(Specify as needed)

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

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: McKEAN COUNTY HOUSING AUTHORITY		Grant Type and Number Capital Fund Program Grant No: PA28-080501-01 Replacement Housing Factor Grant No:			Federal FY of Grant: 2001
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 03/31/2005 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration	50,000.00	37,479.32	37,479.32	37,479.32
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	2,000.00	44,907.05	44,907.05	42,032.05
10	1460 Dwelling Structures	368,000.00	300,971.64	300,971.64	297,675.64
11	1465.1 Dwelling Equipment—Nonexpendable		625.00	625.00	625.00
12	1470 Nondwelling Structures		499.99	499.99	499.99
13	1475 Nondwelling Equipment	3,200.00	41,810.00	41,810.00	41,810.00
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency	3,093.00			
21	Amount of Annual Grant: (sum of lines 2 – 20)	426,293.00	426,293.00	426,293.00	420,122.00
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance	72,660.55	72,660.55	72,660.55	69,482.05
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures	26,673.00	26,673.00	26,673.00	26,673.10

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
PHA Name: McKEAN COUNTY HOUSING AUTHORITY		Grant Type and Number Capital Fund Program Grant No: PA28-080501-01 Replacement Housing Factor Grant No:			Federal FY of Grant: 2001			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA-WIDE	Administration	1410		50,000.00	37,479.32	37,479.32	37,479.32	COMPLETE
HA-WIDE	Contingency	1502		3,093.00				
HA-WIDE	504 Compliance (Freeman/L.I.F.T.)	1460			27,330.00	27,330.00	27,026.50	
HA-WIDE	Computers	1475	11		12,860.00	12,860.00	12,860.00	COMPLETE
HA-WIDE	Truck – (Maintenance)	1475	1		23,161.00	23,161.00	23,161.00	COMPLETE
80-1	Tenant Conference Room Furniture	1475			1,380.00	1,380.00	1,380.00	COMPLETE
80-1	Bathrooms, CommunityRm/Kitchens/Locksets	1460			4,166.58	4,166.58	4,166.58	COMPLETE
80-1	Asbestos Tile Replacement	1460		100,000.00	29,706.22	29,706.22	29,706.22	COMPLETE
80-1	New valves on water lines	1460		5,000.00	1,956.53	1,956.53	1,956.53	COMPLETE
80-1	Gutters, downspouts, fascia	1460		23,000.00	53,646.00	53,646.00	53,646.00	COMPLETE
80-1	Replace stairway carpet	1460		40,000.00	6,473.04	6,473.04	6,473.04	COMPLETE
80-1	Replace closet doors	1460	216	40,000.00	34,968.81	34,968.81	34,968.81	COMPLETE
80-1	Replace dryers	1475	8	3,200.00	2,944.00	2,944.00	2,944.00	COMPLETE
80-1	Parking Lot (Center Hall)	1450		2,000.00				2000 CF
80-1	Allegany Left Parking Lot	1450			1,947.00	1,947.00	1,947.00	COMPLETE
80-1	Drainage design Dickenson & Jenny L.	1450			4,875.00	4,875.00	3,900.00	
80-1	Drainage/design new parking lot Jenny L	1450			5,925.00	5,925.00	5,000.00	COMPLETE
80-1	Gazebo – (ADA-\$2000)(2000 CF)	1450	2		7,940.00	7,940.00	7,940.00	COMPLETE
80-1	Hearing impaired smoke alarm	1460	15		1,317.60	1,317.60	1,317.60	COMPLETE
80-1	Replace medicine cabinets	1460	106		11,701.90	11,701.90	11,701.90	COMPLETE
80-1	Emergency hallway lighting	1460			2,103.95	2,103.95	2,103.95	COMPLETE
80-2	Replace closet doors	1460	138	60,000.00	27,017.61	27,017.61	27,017.61	COMPLETE
80-2	Handicap accessibility (engineering)	1450			4,875.00	4,875.00	3,900.00	
80-2	Drainage (Cris Drive)	1450			1,375.00	1,375.00	1,375.00	COMPLETE

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

Annual Statement/Performance and Evaluation Report								
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)								
Part II: Supporting Pages								
PHA Name: McKEAN COUNTY HOUSING AUTHORITY			Grant Type and Number Capital Fund Program Grant No: PA28-080501-01 Replacement Housing Factor Grant No:			Federal FY of Grant: 2001		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
802	ADA-Bathrooms; Locksets	1460			553.19	553.19	553.19	COMPLETE
80-2	Driveway Paving (Cris Drive)	1450			4,468.00	4,468.00	4,468.00	COMPLETE
80-2	Replace medicine cabinets	1460			3,895.12	3,895.12	3,895.12	COMPLETE
80-2	Zone Valve Replacement	1460			2,288.06	2,288.06	2,288.06	COMPLETE
80-3	Carpet replacement	1460		60,000.00	35,369.04	35,369.04	35,369.04	COMPLETE
80-3	ADA Bathroom/Community Rooms/Kitchens/Locksets	1460			1,709.71	1,709.71	1,709.71	COMPLETE
80-3	Hearing impaired smoke alarm	1460			351.36	351.36	351.36	COMPLETE
80-3	Landscaping/drainage (Engineer)	1450			663.15	663.15	663.15	COMPLETE
80-3	Gazebo	1450			3970.00	3970.00	3970.00	COMPLETE
80-3	Storm door replacement	1460			8921.34	8921.34	8475.27	
80-3	Dryers	1475	2		594.00	594.00	594.00	COMPLETE
80-3	Storage Shed	1470	1		499.99	499.99	499.99	COMPLETE
80-4	Boiler replacement	1460	14	40,000.00	26,673.00	26,673.00	26,673.00	COMPLETE
80-4	Bathroom sink, handicap unit	1460	1		36.88	36.88	36.88	COMPLETE
80-4	Refurbish bathtubs	1460	12		3,600.00	3,600.00	1,500.00	COMPLETE
80-4	Storm Door Replacement	1460	26		8,928.66	8,928.66	8,482.23	
80-14	ADA Bathroom & Kitchen drain covers; locksets	1460			534.70	534.70	534.70	COMPLETE
80-14	Hearing impaired smoke alarm	1460	3		263.52	263.52	263.52	COMPLETE
80-14	Carpet replacement	1460			7,458.82	7,458.82	7,458.82	COMPLETE
80-14	Gazebo	1450	1		3,970.00	3,970.00	3,970.00	COMPLETE
80-14	Dryers	1475	2		512.00	512.00	512.00	COMPLETE
80-14	Washer	1475	1		359.00	359.00	359.00	COMPLETE
80-14	Self-cleaning range (handicap unit)	1465	1		625.00	625.00	625.00	COMPLETE

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part III: Implementation Schedule							
PHA Name:McKEAN COUNTY HOUSING AUTHORITY			Grant Type and Number Capital Fund Program No: PA28P080501-01 Replacement Housing Factor No:				Federal FY of Grant: 2001
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	10/02	9/03		12/03	9/05		
80-1	10/02	9/03		12/03	9/05		
80-2	10/02	9/03		12/03	9/05		
80-3	10/02	9/03		12/03	9/05		
80-4	10/02	9/03		12/03	9/05		
80-14		9/03			9/05	9/04	
80-19		9/03			9/05	9/04	

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

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: McKEAN COUNTY HOUSING AUTHORITY		Grant Type and Number Capital Fund Program Grant No: PA28P080501-02 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 type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	91,182.00	176,674.62	176,674.62	168,404.62
10	1460 Dwelling Structures	254,000.00	236,989.51	236,989.51	233,833.73
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures	72,000.00	2,245.49	2,245.49	2,245.49
13	1475 Nondwelling Equipment		1,272.38	1,272.38	1,272.38
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	417,182.00	417,182.00	417,182.00	405,756.22
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance	59,682.00	389,829.24	389,829.24	378,403.46
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs	15,796.00	15,796.00	15,796.00	15,796.00
26	Amount of line 21 Related to Energy Conservation Measures				

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

Annual Statement/Performance and Evaluation Report								
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)								
Part II: Supporting Pages								
PHA Name: McKean County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P080501-02 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	
80-1	Asbestos Removal	1460		80,000.00	4,820.49	4,820.49	4,820.49	COMPLETE
80-1	Asbestos Removal – office	1470			1,834.98	1,834.98	1,834.98	COMPLETE
80-1	Jenny L Manor-concrete, drainage, paving	1450		5,000.00	146,096.35	146,096.35	137,826.35	COMPLETE
80-1	Conference room carpet	1470		-0-	410.51	410.51	410.51	COMPLETE
80-1	File Cabinet	1475		-0-	1,272.38	1,272.38	1,272.38	COMPLETE
80-1	Replace fences	1450		3,000.00	-0-	-0-	-0-	
80-1	Patio Enclosures	1450		7,500.00	-0-	-0-	-0-	
80-1	Closet Door Replacement	1460		40,000.00	-0-	-0-	-0-	
80-2	Porch Replacements	1460		76,000.00	-0-	-0-	-0-	
80-2	Storage Sheds	1470		72,000.00	-0-	-0-	-0-	
80-2	Hot Water Tanks (2-100 gallon)	1460	2	4,000.00	-0-	-0-	-0-	
80-3	Carpet	1460		-0-	3,218.40	3,218.40	3,218.40	COMPLETE
80-3	Porch Replacements	1460		24,000.00	-0-	-0-	-0-	
80-3	Hot Water Tanks (2-100 gallon)	1460	2	4,000.00	-0-	-0-	-0-	
80-3	Window Screens (90)	1460	90	10,000.00	15,796.00	15,796.00	15,796.00	COMPLETE
80-3	Storm Doors	1460		7,000.00	-0-	-0-	-0-	2001 CF
80-4	Storm Doors	1460		8,500.00	-0-	-0-	-0-	2001 CF
80-14	Hot Water Tank (1-75 gallon)	1460		500.00	-0-	-0-	-0-	
PHA-WIDE	Concrete Replacement 504	1450		6,000.00	30,578.27	30,578.27	30,578.27	COMPLETE
PHA-WIDE	Landscaping	1450		10,000.00	-0-	-0-	-0-	
PHA-WIDE	504 Compliance	1460		59,682.00	213,154.62	213,154.62	209,998.84	
				\$417,182.00	\$417,182.00	\$417,182.00	\$405,756.22	

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part III: Implementation Schedule							
PHA Name: McKEAN COUNTY HOUSING AUTHORITY			Grant Type and Number Capital Fund Program No: PA28P080501-02 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	9/04		9/04	9/06			
80-1	9/04		9/04	9/06			
80-2	9/04		9/04	9/06			
80-3	9/04		9/04	9/06			
80-4	9/04		9/04	9/06	12/04	12/04	
80-14	9/04		9/04	9/06			

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

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: McKEAN COUNTY HOUSING AUTHORITY		Grant Type and Number Capital Fund Program Grant No: PA28P080501-03 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: 3/31/05 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	6000.00	202250.16	190940.41	133983.05
10	1460 Dwelling Structures	325254.00	128639.84	22961.32	13474.32
11	1465.1 Dwelling Equipment—Nonexpendable		682.00	682.00	-0-
12	1470 Nondwelling Structures	1000.00	1000.00	-0-	-0-
13	1475 Nondwelling Equipment	1000.00	682.00	682.00	-0-
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	333254.00	333254.00	215265.73	147457.37
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance	51500.00	211017.72	190207.97	141400.17
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

Annual Statement/Performance and Evaluation Report								
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)								
Part II: Supporting Pages								
PHA Name: McKEAN COUNTY HOUSING AUTHORITY			Grant Type and Number Capital Fund Program Grant No: PA28P080501-03 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	
80-1	Entry Thresholds (504)	1460		1500.00	1500.00	-0-	-0-	
80-1	Asbestos Removal	1460		36754.00	13504.50	8155.34	5353.34	
80-1	Chimney Repair	1460		15000.00	15000.00	-0-	-0-	
80-1	Patio Enclosure/Fencing JLM; MM;HH;VANDERHULE	1450			8618.10	8618.10	-0-	
80-2	Fencing Mill Street	1450			6605.88	6605.88	-0-	
80-2	Zone Valves	1460		4000.00	-0-	-0-	-0-	2001 CF
80-2	Hot Water Tanks (2) Mill Street	1460	2		4000.00	-0-	-0-	2002 CF
80-2	Replace Steps	1460		20000.00	19829.36	-0-	-0-	
80-2	Replace Kitchen Cabinets	1460		100000.00	-0-	-0-	-0-	
80-2	Tub Replacements	1460		43200.00	43200.00	-0-	-0-	
80-3	Fencing Fosterview	1450			974.58	974.58		
80-3	Metal Door Replacement – Storage Bldg.	1470		1000.00	1000.00	-0-	-0-	
80-3	Steel Exit Doors	1460		4800.00	4800.00	-0-	-0-	
80-3	Tub Replacements/Repairs	1460	2	50000.00	550.00	550.00	550.00	
80-3	Hot Water Tanks (2) Riley Road	1460	2		4000.00	-0-	-0-	2002 CF
80-3	Dryer Replacement	1475		1000.00	-0-	-0-	-0-	2001 CF
80-4	Hand rail 1005 Welsh St (504)	1450			3040.00	3040.00	3040.00	
80-4	Ranges w/up-front controls	1465	1		682.00	682.00	-0-	
80-14	Ranges w/up-front controls	1475	1		682.00	682.00		
80-19	Landscaping	1450			153.86	153.86	153.86	
PHA-WIDE	Concrete, Drainage, Paving	1450		6000.00	182857.74	171547.99	130789.19	
PHA-WIDE	504 Compliance	1460		50000.00	22255.98	14255.98	7570.98	
				\$333254.00	\$333254.00	\$215265.73	\$147457.37	

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part III: Implementation Schedule							
PHA Name: McKean County Housing Authority			Grant Type and Number Capital Fund Program No: PA28P080501-03 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	
PHA-WIDE	9/05			9/06			
80-1	9/05			9/06	9/07		
80-2	9/05			9/06	9/07		
80-3	9/05			9/06	9/07		
80-4		9/05			9/07		
80-14		9/05			9/07		
80-19		3/05	3/05		9/07	3/05	

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

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: McKEAN COUNTY HOUSING AUTHORITY		Grant Type and Number Capital Fund Program Grant No: PA28P080502-03 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: 3/31/2005 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	23170.00		-0-	-0-
10	1460 Dwelling Structures	43246.00		-0-	-0-
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	66416.00		-0-	-0-
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance	43246.00		-0-	-0-
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: McKEAN COUNTY HOUSING AUTHORITY		Grant Type and Number Capital Fund Program Grant No: PA28P080501-04 Replacement Housing Factor Grant No:			Federal FY of Grant: 2004
<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: 3/31/05 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	21000.00	23000.00	-0-	-0-
10	1460 Dwelling Structures	337500.00	337500.00	-0-	-0-
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment	2000.00	-0-	-0-	-0-
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	360500.00	360500.00	-0-	-0-
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

13. Capital Fund Program Five-Year Action Plan

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part III: Implementation Schedule							
PHA Name: McKean County Housing Authority			Grant Type and Number Capital Fund Program No: PA28P080501-04 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	9/06			9/08			
80-3	9/06			9/08			
80-4	9/06			9/08			
80-14	9/06			9/08			
80-19	9/06			9/08			

13. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan					
Part I: Summary					
PHA Name McKEAN COUNTY HOUSING			<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:		
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: 2006 PHA FY: 2006	Work Statement for Year 3 FFY Grant: 2007 PHA FY: 2007	Work Statement for Year 4 FFY Grant: 2008 PHA FY: 2008	Work Statement for Year 5 FFY Grant: 2009 PHA FY: 2009
	Annual Statement				
PHA-WIDE		355000	155500	75000	75000
80-1			36200	209612	216500
80-2			128700	84840	65000
80-3			16800	86735	28500
80-4			4200	59334	
80-14			10000	56196	
80-19			3600	43380	
CFP Funds Listed for 5-year planning		355000	355000	615096	385000
Replacement Housing Factor Funds					

13. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan					
Part II: Supporting Pages—Work Activities			Part II: Supporting Pages—Work Activities		
Activities for Year : <u>4</u> FFY Grant: 2008 PHA FY: 2008			Activities for Year : <u>4</u> FFY Grant: 2008 PHA FY: 2008		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
<i>PHA-WIDE</i>	<i>CONCRETE WORK</i>	50,000.00	<i>80-3</i>	<i>REFRIG/STOVES</i>	30,000.00
	<i>AIR CONDITIONERS</i>	25,000.00		<i>EXHAUST FANS</i>	5,735.00
<i>80-1</i>	<i>CONFERENCE ROOM FURNITURE/CARPET</i>	1,800.00	<i>80-4</i>	<i>FACIA & SOFFIT</i>	15,722.00
	<i>OFFICE EQUIPMENT</i>	15,000.00		<i>GUTTERS AND DOWNSPOUTS</i>	5,644.00
	<i>PARKING – JLM</i>	100,000.00		<i>ENTRY DOORS</i>	7,200.00
	<i>PARKING – MM</i>	15,000.00		<i>LIGHTING</i>	700.00
	<i>EXIT DOORS</i>	42,000.00		<i>INTERIOR DOORS</i>	6,348.00
	<i>GARBAGE RACKS/ROOFS</i>	8,000.00		<i>COVE BASE</i>	3,464.00
	<i>EXTERIOR DOORS</i>	16,800.00		<i>SIDING</i>	7,800.00
	<i>EMERGENCY LIGHTS</i>	720.00		<i>LAUNDRY SINKS</i>	536.00
	<i>RANGE HOODS</i>	10,292.00		<i>REFRIG/STOVES</i>	11,900.00
<i>80-2</i>	<i>EXTERIOR DOORS</i>	22,200.00	<i>80-14</i>	<i>STORAGE AREA</i>	2,000.00
	<i>INTERIOR DOORS</i>	21,600.00		<i>REFRIG/STOVES</i>	10,200.00
	<i>APPLIANCES</i>	34,020.00		<i>RANGE HOODS</i>	1,625.00
	<i>BATH EXHAUST</i>	7,020.00		<i>KITCHEN CABINETS/COUNTERTOPS</i>	42,371.00
<i>80-3</i>	<i>STORAGE SHED</i>	500.00	<i>80-19</i>	<i>SHEDS</i>	29,580.00
	<i>CARPET</i>	2,600.00		<i>REFRIG/STOVES</i>	11,400.00
	<i>WINDOWS</i>	41,000.00		<i>FLOOR REPAIR</i>	2,400.00
	<i>EXTERIOR DOORS</i>	6,900.00			
Total CFP Estimated Cost		\$Continued Next Column			\$ 615,097.00

MCKEAN COUNTY HOUSING AUTHORITY

STATEMENT OF POLICIES GOVERNING ADMISSION TO AND CONTINUED OCCUPANCY OF PUBLIC HOUSING

TABLE OF CONTENTS
ADMISSIONS AND OCCUPANCY POLICY FOR PUBLIC HOUSING

SECTION	PAGE NO.
<u>I. INTRODUCTION</u>	
<u>II. ELIGIBILITY FOR ADMISSION AND PROCESSING OF APPLICATIONS</u>	
<u>A. Nondiscrimination</u>	
<u>B. Marketing/Outreach</u>	
<u>C. Eligibility for Admission</u>	
<u>D. Waiting List Management</u>	
<u>E. Processing Applications for Admission</u>	
<u>F. Screening and Tenant Selection Criteria / Suitability for Admission</u>	
<u>G. Preferences for Tenant Selection</u>	
<u>H. Bedroom Occupancy Standards</u>	
<u>I. Leasing of Dwelling Units</u>	
<u>III. TENANT SELECTION AND ASSIGNMENT PLAN</u>	
<u>A. Organization of the Waiting List</u>	
<u>B. Selection from the Waiting List</u>	
<u>C. Method of Applicant Selection</u>	
<u>D. Transfers</u>	
<u>IV. DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT</u>	
<u>A. Family Choice</u>	
<u>B. The Income-Based Rent Method</u>	
<u>C. Minimum Rent</u>	
<u>D. Flat Rent Schedule</u>	
<u>V. RECERTIFICATIONS</u>	
<u>A. Eligibility for Continued Occupancy</u>	
<u>B. Choice of Rent</u>	
<u>C. Regular Reexaminations</u>	
<u>D. Effective Date of Rent Changes for Annual Reexaminations</u>	
<u>E. Interim Reexaminations</u>	
<u>F. Special Reexaminations</u>	
<u>G. Effective Date of Rent Changes Due to Interim or Special Reexaminations</u>	
<u>H. Failure to Report Accurate Information</u>	
<u>I. Income Disregards and Imputed Welfare Income</u>	
<u>J. Changes in Household Composition</u>	

VI. SPECIAL CHARGES

VII. LEASE TERMINATION PROCEDURE.....

A. Notice Requirements.....

B. Record Keeping Requirements

C. Lease and Grievance Procedure

Attachments:

1. Definitions of Income and Income Exclusions
2. Lease
3. Grievance Procedures
4. Pet Policy

I. INTRODUCTION

The provisions of this Admissions and Continued Occupancy Policy (hereinafter “Policy”) govern admission to and continued occupancy of the Housing Developments of the McKean County Housing Authority (hereinafter “Authority” or “MCHA”).

The purpose of this Policy is to:

- Establish a fair and equitable policy for selecting applicants to occupy housing units;
- Provide fair and reasonable procedures to govern the occupancy of those units in accordance with regulations of the U.S. Department of Housing and Urban Development (HUD);
- Establish a fair and equitable policy for granting transfers to tenants;
- Permit each applicant and tenant the greatest opportunity for the exercise of individual rights.

This Policy conforms to all current HUD regulations. The Authority will comply with any subsequent changes in HUD regulations pertaining to admissions and continued occupancy. If such changes conflict with the provisions of this Policy, HUD regulations will have precedence.

At times when specific circumstances indicate a need for special tenant selection policies, amendments to this Policy may be adopted and implemented following HUD approval.

II. ELIGIBILITY FOR ADMISSION AND PROCESSING OF APPLICATIONS

A. Nondiscrimination

It is the policy of the Authority to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Authority's programs. The Authority shall not deny to any family the opportunity to apply for housing or deny any eligible applicant the opportunity to lease a housing unit suitable to its needs.

To further its commitment to full compliance with applicable Civil Rights laws, the Authority will provide Federal/State/local information to applicants and any resource

available to them concerning complaints or claims should they believe they have been victims of discrimination.

The MCHA's office is handicapped accessible.

With respect to all applications for admission to any housing assisted under the United States Housing Act of 1937, as amended, the Authority documents and records the date and time of receipt; the determination by the Authority as to eligibility or non-eligibility of the applicant; the unit size for which the applicant is eligible; and the date, location, identification and circumstances of each vacancy offered and accepted or rejected.

B. Marketing/Outreach

The MCHA will conduct outreach in an effort to obtain and maintain a well-balanced application pool. Outreach efforts will take into consideration the level of vacancy in the Authority's units, unit availability through turnover, and waiting list characteristics. The MCHA will periodically assess these factors in order to determine the need and scope of the marketing effort.

MCHA will continue to publicize and disseminate information concerning the availability of housing assistance for low-income families. However, when the waiting list indicates a need for additional families the McKean County Housing Authority will make known, through publication in newspapers of general circulation the availability of housing assistance for low-income families, unless the taking of applications has been suspended according to the U.S. Department of Housing and Urban Development (HUD) regulations.

Marketing efforts will be designed to attract applicants from appropriate segments of the low income population. The Authority will use its marketing program to achieve a more representative income mix of lower-income families among those on the waiting list and thereby attain a broad range of income in its developments as required by Federal Law, particularly those families at 30% of the local median income who are considered "extremely low income". The MCHA will monitor its admissions to ensure that at least 40 percent of families admitted to its public housing each fiscal year shall have income less than or equal to 30% of the local median income.

C. Eligibility for Admission

1. Eligibility Criteria

To be eligible for admission for participation, an applicant must meet the criteria for eligibility determination as established by HUD, as well as any additional criteria established by the McKean County Housing Authority.

HUD has established the following factors for eligibility:

- Family Composition

- Income Limits
- Citizenship and eligible non-citizen status
- Admission criteria relevant to prior participation in any HUD-assisted programs and criminal background

2. Factors for Determining Eligibility

An eligible family is defined as:

- a. A group of persons regularly living together, related by blood, marriage, adoption, guardianship, evidencing a stable relationship, operation of law; or an elderly family, single person, single pregnant woman with no other children. Other individuals, including foster children, live-in aides, and members temporarily absent, may be considered to be a part of the family group if they are living or will live regularly with the family;
- b. A group of persons whose annual income, at the time of admission, does not exceed the income limits for occupancy as established by HUD and posted separately in the MCHA's offices;
- c. A group of persons who meet or exceed the screening and tenant selection criteria.

The family's eligibility for placement on the waiting list will be based on the factors outlined above. They will not be verified until selection from the applicant pool for housing assistance is made.

The MCHA will not rent to heads of households or co-heads of households who are minors.

D. Waiting List Management

1. Opening and Closing Waiting List

In order to maintain a balanced application pool, the Authority, at its discretion, may restrict application taking and close waiting lists in whole or in part. The Authority will also purge the waiting list by removing names of those that are no longer interested in or no longer qualify for housing. If the Authority has too many applications, it may elect to: (a) close the waiting list completely; (b) close the list during certain times of the year; or (c) restrict intake by type of project or by size and type of dwelling unit.

Decisions about the waiting list will be based on the number of applications for a particular size and type of unit, and the ability of the Authority to house an applicant in an appropriate unit within a reasonable period of time.

The Authority will not maintain a list of individuals who wish to be notified when the waiting list is reopened.

2. Removal of applicants from the Waiting List

MCHA will not remove an applicant's name from the waiting list unless one or more of the following occurs:

- a. The applicant requests that his/her name be removed.
- b. The applicant has failed to advise MCHA of his/her continued interest in public housing. MCHA requires applicants to notify the Authority of any change in family status, mailing address or income.
- c. The Authority notified the applicant of its intention to remove the applicant's name because the applicant no longer qualifies for public housing.
- d. The Authority has made reasonable efforts to contact the applicant to determine continued interest but has been unsuccessful. Correspondence to the latest address will constitute documentation of reasonable effort to contact the applicant.
- e. The Authority has made reasonable effort to contact the applicant to (i) schedule interviews necessary to complete the application process; or (ii) obtain information necessary to process the application, and the applicant has failed to respond.
- f. The applicant fails to keep a scheduled interview or fails to respond to the Authority concerning information that is necessary to process the application. MCHA will notify the applicant in writing that he/she has ten (10) working days within which to reschedule the interview or provide the needed information. If the applicant fails to respond within the prescribed time the application will be withdrawn from the waiting list.
- g. The applicant fails to pay an outstanding balance owed to the Authority or any other subsidized program within the time specified.

E. Processing Applications for Admission

1. Applications

The MCHA will not refuse to issue an application to a family who applies for housing. However, if any applicant owes an outstanding balance to the MCHA or any other subsidized housing program, they will be required to pay balance in full before they will be put on the waiting list.

- a. An application must be completed and signed by the head of the household and/or spouse and other responsible adult members

b. The applicant will be required to provide the following information:

- Annual income;
- Asset information;
- Family composition;
- Medical expenses; (if applicable)
- Social Security Numbers for all members or appropriate certification if no Social Security Numbers;
- Verification of citizenship and/or eligible non-citizen status;
- Verification of handicapped status;
- Other information the Authority may require to determine eligibility;
- The type and degree of documentation needed to make a determination of eligibility at the application stage will be determined by the Authority's staff on a case-by-case basis.

2. Application Processing

- a. If the applicant does not qualify, he/she will be sent a letter that states, "You do not qualify for admission at this time". Such applicants will have ten (10) days in which to make a written request for a meeting to discuss the rejection of the application, and applicants will be advised of the right to due process per regulations.
- b. Eligible applicants will be placed on a waiting list based on size and type of unit required.

3. Verification Process

- a. As an eligible family approaches the top of the waiting list, the following items will be verified to determine the applicant's eligibility and suitability for admission to the public housing program:
 - Eligibility information;
 - Family composition;
 - Annual income;
 - Assets and asset income;

- Allowance information;
 - Tenant Screening Criteria.
- b. Verified information that is obtained after application, but which is less than 60 days old, need not be re-verified. Verified information that is not subject to change need not be re-verified.

Verifications may be extended for an additional thirty (30) days with a telephone update (a record of the update must be placed in the applicant's file).

Information that is obtained in order to verify the aforementioned categorized which is subject to change, and for which verifications are ninety (90) days old, must be re-verified.

- c. All statements and information relative to the categories listed above will be verified as follows:

- (1) Third-Party Verification: Verification forms will be sent by mail to the appropriate third party with a request that the form be returned via mail. The verification request shall be in written form and accompanied by a statement signed by the family authorizing the third party to release the requested information to the Authority.

If the third-party written verification is not possible, or if the requested information is not returned within a reasonable time, MCHA staff will note the file accordingly and proceed with third-party oral verification as the primary source. When third-party oral verification is used, Authority staff will be required to complete a form verifying all applicable information.

- (2) Review of Documents: If neither written nor oral verification by the third party is possible, Authority staff will request the applicant/participant to bring documents with him/her at the time of the application. All such documents, excluding government checks, will be photocopied and retained in the applicant file.

- (3) Applicant Self Certification: If verification cannot be obtained by third-party verification or staff review of documents, applicants will be required to submit a notarized statement. Notarized statements are to be used only as a last resort, when the other forms of verification are not possible.

- (4) Computer Verification: Where allowed by HUD and/or other State of local agencies, computer printouts, computer matching, or computer cards may be utilized.

- (5) Zero Income Status: Families who disclose zero income will be required to sign a notarized declaration of such. Families with zero income will be

required to report to the MCHA every sixty (60) days. Families are not required to apply for welfare, although it may be suggested to them.

- (6) Release of Information: At the application stage and at any subsequent recertification, families will be asked to sign appropriate verification forms, as well as the HUD Form 9886 for Release of Information. A family's refusal to cooperate with the prescribed verification system will result in denial or termination of the family's assistance.
- (7) Joint Custody of Children: Children who are subject to a joint custody agreement but who live with one parent at least 51% of the time will be considered to be members of the household.
- (8) Citizenship Verification: If the Declaration of Citizenship or eligible non-citizen status indicates that verification is required, the MCHA will request information from the United States Immigration and Naturalization Service ("INS"). The Systematic Alien Verification Entitlements Service ("SAVE") procedure will be utilized first, followed by secondary verification if SAVE does not verify eligible status.

- d. Sources of information may include, but are not limited to: the applicant, by means of interviews; present or former landlords; present or former employers; credit checks; family social workers; parole officers; court records; drug treatment centers; clinics; physicians; clergy; or police departments, as warranted by particular circumstances.
- e. Income and rent computations: Annual income (used to determine eligibility) and adjusted income (the income upon which rent is based) will be computed in accordance with federal regulations and applicable HUD notices. Current definitions of income and income exclusions are attached and incorporated here by reference.

F. Screening and Tenant Selection Criteria / Suitability for Admission

1. The Screening Process

Information that is to be considered during tenant screening shall be reasonably related to assessing the conduct of the applicant, or other family members listed on the application, in present or prior housing. The history of applicant conduct must demonstrate that the applicant family is not likely to:

- a. Interfere with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety or welfare; or
- b. Adversely affect the physical environment or the financial stability of the project.

2. Applicant Suitability

Relevant information respecting habits or practices to be considered may include, but is not limited to:

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

MCHA may waive this requirement if:

- (1) The person demonstrates successful completion of a rehabilitation program approved by the MCHA; or
 - (2) The circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is no longer in the household because of incarceration.
- b. An applicant's past performance in meeting financial obligations, especially rent and utilities. A former MCHA tenant (otherwise eligible) who applies while owing a balance for uncollected rent and/or miscellaneous charges will not be considered for housing until all such prior debts are paid in full. This standard is also applicable to outstanding balances owed to other subsidized housing programs.
 - c. A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety or welfare of other residents or neighbors.
 - d. A history of criminal activity on the part of any applicant family member involving crimes of physical violence to persons or property and/or *drug or alcohol abuse* which, in the determination of the Authority, would adversely affect the health, safety or welfare of other residents. Other criminal acts may include but are not limited to:
 - (1) Arrest or conviction for drug or alcohol-related offenses; or
 - (2) Organized gambling activities;
 - e. The MCHA will not admit any person to public housing in cases where the Authority determines that there is reasonable cause to believe that the person's *pattern* of illegal use of a controlled substance or *pattern* of abuse of alcohol may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.

The types of offenses will determine the time frame limitations of readmitting the applicant. The time frame for readmitting applicants with alcohol offenses will be one year after successful rehabilitation. *Drug offenses warrant a five-year waiting period.*

The MCHA may waive policies prohibiting admission in these circumstances if the person demonstrates to the Authority's satisfaction that the person is no longer engaging in illegal use of a controlled substance or abuse of alcohol and:

- (1) Has successfully completed a supervised drug or alcohol rehabilitation successfully; or
 - (2) Has otherwise been rehabilitated successfully; or
 - (3) Is participating in a supervised drug or alcohol rehabilitation program.
- e. If an applicant was involuntarily compelled to terminate a lease for the reasons listed above, the applicant may not be considered for housing within a period of five (5) years from the involuntary termination date. In applying this standard the Authority will consider evidence of rehabilitation presented with any application submitted during the three-year period.
 - f. In the event the MCHA receives unfavorable information with respect to the applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors which may indicate a reasonable probability of favorable future conduct or financial prospects (e.g., evidence of rehabilitation).
 - g. If any family member has been convicted of *manufacturing or producing* methamphetamine (speed) in a public housing development or in a Section 8 assisted property, they *will be denied for life*:
 - h. If any family member has a *lifetime registration* under a State *sex offender registration program*, they *will be denied for life*.

3. Additional Screening Considerations

- a. Where the MCHA is advised that the displacement was caused by intent or negligence by a household member, the Authority will deny admission to the program.
- b. An applicant's falsification, misrepresentation, or concealment of information relating to the application will be considered to be grounds for denying admission to the MCHA's housing programs.
- c. All screening criteria contained in this policy shall be applied with equal diligence to all applicants who apply for housing.

4. Eligible and Ineligible Applicants

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

- a. Eligibility of the applicant as a family;

- b. Eligibility of the applicant with respect to income limits for admission as established by HUD;
- c. Unit size required for the family;
- d. Proof of citizenship and/or eligible non-citizen status;
- e. Suitability of the applicant with respect to the Tenant Selection Criteria.

Applicants who are determined to be ineligible or unsuitable for admission will be notified promptly by mail. These applicants will receive a Notice of Ineligibility from the MCHA that states the basis for such determination.

The applicant shall have ten (10) working days after receipt of the Notice of Ineligibility to make a written request to the MCHA for an informal review of the determination. Upon timely receipt of the request, the MCHA will schedule such a review, which shall occur within thirty (30) days following the determination of ineligibility or unsuitability. The Notice of Ineligibility to the applicant must include the above information regarding the applicant's right to a review.

During the informal review, the applicant family will be afforded the opportunity to present documented evidence with respect to:

- a. Eligibility issues;
- b. Information pertaining to any suitability criteria.

The informal review will conform to due process requirements as established in applicable HUD regulations.

If the family is ineligible due to non-citizen status, the MCHA will notify them, in writing, of ineligibility. The letter will advise the family of their right to an INS appeal and/or HA informal review.

G. Tenant Selection

Eligibility for selection does not guarantee admission. The applicant must meet **all** MCHA tenant-selection criteria before being selected as a tenant.

1. Administration of Preferences

- a. Occupancy of One Bedroom Unit: Categories are defined as follows:
 - (1) Elderly Family: a family whose head or spouse (or sole member) is at least 62 years of age, disabled or handicapped;
 - (2) Near-Elderly Family: A family whose head or spouse (or sole member) is at least 50 years of age but below the age of 62;

- (3) Other Single Persons: Those who live alone or intend to live alone, and who are not 62 years old or older, handicapped, disabled, or near-elderly.

Order of Selection for Single Units:

- (1) Elderly Families
- (2) Near-Elderly Families
- (3) Couple Families
- (4) Other Single Persons

- b. Occupancy of Units with Two or More Bedrooms: Category is defined as follows:

Family: Persons who live with one or more persons, and who are not 62 years old or older, handicapped, disabled, or near-elderly, or a couple with no children.

- c. In the Case of Equal Category and Unit Size Requirement: The time and date of application will determine the order of admission.

H. Bedroom Occupancy Standards

1. The following standards will govern the number of bedrooms required to accommodate a family of a given size and composition. Reasonable exceptions to these standards may be made at the discretion of the Executive Director.

BEDROOM SIZE	MINIMUM NO. OF PERSONS	MAXIMUM NO. OF PERSONS
1 BEDROOM	1	2
2 BEDROOMS	2	4
3 BEDROOMS	3	6
4 BEDROOMS	5	8

- 2. An unborn child will not be counted except for determining unit size.
- 3. Dwelling Units will be assigned such that:

- a. It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom.
- b. For verified reasons of health (age, physical disability, etc.), a separate bedroom may be provided for an individual family member upon admission or transferred to an appropriate-sized unit upon approval of the Executive Director or his/her designee.
- c. The living room will not be regularly used as a bedroom.
- d. A single head of household parent shall not be required to share a bedroom with his/her children.
- e. Reassignment or transfers to other dwelling units shall be made in compliance with the MCHA's non-discrimination policy.
- f. Residents shall not be transferred to a dwelling unit of equal size within a project.
- g. Transfers within or between projects or programs shall be made to correct occupancy standards.
- h. Refusal of transfer to an appropriate unit is grounds for termination.
- i. Transfers may take priority over new admissions.
- j. When an adapted/accessible unit becomes vacant the unit will be offered in the following manner:
 - (1) First, to a current occupant of another unit of the same project having disabilities requiring the accessibility features of the vacant unit.
 - (2) Second, to an eligible qualified applicant on the waiting list having a disability requiring the accessibility features of the vacant unit.
 - (3) Third, to an eligible non-handicapped applicant (the MCHA may require the applicant to agree to move to a non-accessible unit when available if an applicant requires the accessibility features of this unit; this agreement may be incorporated into the lease).

I. Leasing of Dwelling Units

- 1. A lease agreement shall be signed by the head, spouse, and all other adult members of the household accepted as a tenant family and the authority prior to actual admission. A security deposit of one (1) month rent not to exceed \$95.00 will be required at the time the lease agreement is executed.
- 2. If a tenant family transfers within or between the projects or dwelling units, a new lease will be executed prior to move-in.

3. If at any time during the life of the lease agreement a change in tenant's status results in the need for changing or amending any provision of the lease, either:
 - a. A new lease agreement will be executed, or
 - b. A Notice of Rent Adjustment will be executed, or
 - c. An appropriate rider will be prepared and made a part of the existing lease, or appropriate insertions will be made within the lease. All copies of such riders or inserts are to be dated and signed by the tenant and the Executive Director or other authorized representative of the MCHA.

4. Only those persons listed on the most recent certification form shall be permitted to occupy a dwelling unit, unless there is a birth to a family member or other addition authorized by the MCHA in writing. Following a receipt of a family's request for approval to add a new person to the lease, the Authority will conduct a pre-admission screening of the proposed new occupant. The results of the screening shall be used to determine whether the Authority will approve admitting the new occupant. Residents who fail to notify the Authority of additions to the household, or who permit persons to join the household without undergoing screening, are in violation of the lease. The Authority will consider such persons unauthorized occupants and the entire household will be subject to eviction.
 - a. Family members over the age of 18 who move from the dwelling unit to establish new households shall be removed from the lease. These individuals may be readmitted to the unit after receipt of a request to add that person to the lease. The Authority will conduct a pre-admission screening, the results of the screening shall be used to determine whether the Authority will approve adding that person to the lease.
 - b. Guest are permitted in the dwelling unit with the following provisions:
 - (1) Prior approval will be required for guests staying more than three (3) consecutive nights in a thirty (30) day period;
 - (2) With prior management approval, guests may be permitted to stay up to fourteen (14) days;
 - (3) Tenants allowing guests to stay more than three (3) consecutive nights without consent of management will be considered in violation of the lease and further action may be taken by the Housing Authority;
 - (4) These provisions do not pertain to live in aides and child care attendants if the care of the individual requires staying in the unit overnight.
 - c. Roomers and lodgers shall not be permitted to occupy a dwelling unit, nor shall they be permitted to move in with any family occupying a dwelling. Only tenants are permitted to use the address of the complex.

- d. Tenants will not be given permission to allow a former tenant of the Authority who has been evicted to occupy the unit for any period of time.
 - e. Tenant may not sublet the unit.
 - f. Tenant may not operate a business from the unit.
5. A copy of the Authority's lease agreement is attached and its provisions, and are incorporated by reference. This is particularly true of those lease provisions addressing tenant responsibilities, general rules and housekeeping requirements.

III. TENANT SELECTION AND ASSIGNMENT PLAN

A. Organization of the Waiting List

Each applicant shall be assigned his appropriate place on a waiting list in sequence based upon date and time the application was received, suitable type or size of unit.

B. Selection from the Waiting List

The Authority 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 reported incomes of newly admitted families and the reported incomes of the families on the waiting list will be monitored on a quarterly basis. If it appears that the requirement to house extremely low-income families will not be met, the Authority will skip higher income families on the waiting list to reach extremely low-income families.

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

C. Method of Applicant Selection

When the Authority discovers that a unit will become available, the first family on the waiting list for this type of unit or development will be contacted.

In accordance with the MCHA's Admission Policy, the plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, familial status, disability, or national origin is as follows:

1. If there is a suitable vacant unit in more than one location, the eligible applicant shall be offered the unit at the location that contains the largest number of vacancies. If the applicant rejects the first vacancy offered, he/she shall be offered a suitable unit at the location containing the next highest number of vacancies. If the applicant rejects two (2) such offers, he/she shall be placed at the bottom of the eligible applicant list. The Authority shall make all such offers in sequence and there must be a rejection of the

prior offer before the applicant may be offered another location.

“Location” means any low-rent housing site as established in the Development Program, except that when sites are adjacent or within a block of each other, such sites collectively shall be considered one location. In scattered site developments, the Authority shall make reasonable determinations of “locations” based on specific scatterization, including any groupings that may be reasonably consistent with the purpose of these requirements.

2. If there is only one location at which suitable multiple vacancies exist, the eligible applicant shall be offered a unit at that location and if he/she rejects such offer, he/she shall be given a second offer of a suitable vacancy as soon as one becomes available. If he/she rejects the second offer, he/she will be moved to the bottom of the eligible applicant list.
 - a. If the applicant is willing to accept the unit offer but is unable to move at the time of the offer and presents clear evidence of his/her inability to move to the Authority’s satisfaction, refusal of the offer shall not count as one of the number of allowable refusals permitted the applicant before placing his/her name at the bottom of the eligible applicant list.
 - b. If the applicant presents to the satisfaction of the Authority clear evidence that acceptance of a given offer of suitable vacancy will result in undue hardship or handicap not related to considerations of race, color, or national origin, such as inaccessibility to source of employment, children’s day care and the like, refusal of such offer shall not be counted as one of the number of allowable refusals permitted an applicant before placing his/her name at the bottom of the eligible applicant list.

D. Transfers

Transfers to correct occupancy standards, to alleviate medical problems, to permit modernization or to correct or avoid concentrations of the most economically and socially deprived families shall take priority over new admissions.

IV. Determination of Total Tenant Payment and Tenant Rent

A. Family Choice

At the time of admission and each year at the time of their annual reexamination, each family is given the choice of having their rent determined under the income-based rent method or having their rent set at the flat rent amount. (See paragraph D of this section.)

1. Families who opt for the flat rent will be required to go through the annual recertification process.
2. Families who opt for the flat rent may request to have an interim reexamination and return to the income-based rent method at any time for any of the following reasons:

- a. The family's income has decreased;
- b. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.;
- c. Other circumstances creating a hardship on the family such that the income-based method would be more financially feasible for the family.

Once the family returns to the income-based rent, they cannot revert to the flat rent until their next annual recertification.

B. The Income-Based Rent Method

1. The total tenant payment is equal to the highest of:

- a. 10% of monthly income;
- b. 30% of adjusted monthly income.

The family will pay the greater of the total tenant payment or the Minimum Rent of \$50.00. See attached "Definitions of Income and Income Exclusions".

2. For Tenants paying income-based rent, rent will remain in effect for the period between regular rent redeterminations UNLESS during such period:
 - a. There is any increase in Tenant's household income. All increases must be reported within ten (10) days of the occurrence;
 - b. Tenant can verify a change in his/her circumstances (such as decline or loss of income), which would justify a reduction in rent. If change in circumstances is a decrease in income, decrease must be determined to last more than thirty (30) days. If a reduction is granted, the Tenant must report all subsequent changes in income within ten (10) days of the occurrence, until the next scheduled reexamination. (Failure to report within the ten (10) days may result in a retroactive rent charge);
 - c. It is found that the Tenant has misrepresented the facts upon which the rent is based so that the Tenant is paying less than the rent that he/she should have been charged. The Authority may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred;
 - d. Rent formulas or procedures are changed by Federal law or regulation;
 - e. Exceptional medical expenses are incurred (for elderly or disabled families only). Expenses must be reported within sixty (60) days;
 - f. An interim review and change is warranted, (see Section V Regular Reexamination).

All changes in household income and family composition must be reported in writing to the Manager within ten (10) days of the occurrence. Failure to report within the ten (10) days may result in a retroactive rent charge.

With any of the above circumstances an Interim Reexamination will be scheduled and rent adjustments may be made accordingly.

C. Minimum Rent

The family will pay a minimum rent at \$50.00.

If the family requests a hardship exemption, the Authority will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature. All requests for a hardship exemption must be submitted in writing.

1. A hardship may be determined to exist under the following circumstances:
 - a. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program;
 - b. When the family would be evicted as a result of the imposition of the minimum rent requirement;
 - c. When the income of the family has decreased because of changed circumstances, including loss of employment due to no fault of the family;
 - d. When the family has an increase in expenses because of changed circumstances, for out of pocket un-reimbursed medical costs, childcare, transportation, education, or similar items;
 - e. When a death has occurred in the family.
2. If the Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
3. If the Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of ninety (90) days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension, and all monies owed will be due and payable to the Authority. During the suspension period the Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
4. If the Authority determines there is a long-term hardship, the family will be exempt

from the minimum rent requirement until the hardship no longer exists.

5. The family may use the grievance procedure to appeal the Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

D. Flat Rent Schedule

The Authority has established a flat rent schedule for each public housing unit. In doing so, it considered the size and type of the unit, as well as its condition, amenities, services, and neighborhood. The Authority's flat rent is based upon the fair market rent for the area.

The amount of the flat rent will be reevaluated annually and adjustments applied if necessary.

V. RECERTIFICATIONS

At least annually, the Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (i) the rent the family will pay, and (ii) whether the family is housed in the correct unit size.

A. Eligibility for Continued Occupancy

The income, allowances and family composition of each household shall be reexamined within twelve (12) months of the family's move-in date and no less than once each year thereafter. Reexaminations determine the tenant's monthly rent, eligibility for continued occupancy and the required unit size. The Authority follows all pertinent HUD regulations in its completion of reexaminations.

Only those residents meeting all of the following requirements will be considered eligible for continued occupancy:

1. Qualify as a family or the remaining member of a tenant family.
2. Who have exhibited conduct since residing in public housing that shows the tenants:
 - a. Have not interfered with other residents in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety or welfare;
 - b. Have not adversely affected the physical enjoyment of the community;
 - c. Have not adversely affected the financial stability of the community.
3. Who are in full compliance with the terms and conditions of the Lease.

B. Choice of Rent

Each year at the time of the annual reexamination, the family has the option of selecting the Authority's established flat rent or having their rent based on the amount of their income (income-based rent). At the reexamination appointment, the Authority may assist the family in identifying the rent method that would be most advantageous for the family.

Families who opt for the flat rent may request to have an interim reexamination and return to the income-based method at any time for any of the following reasons:

1. The family's income has decreased due to circumstances beyond the family's control;
2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.;
3. Other circumstances creating a hardship on the family such that the income-based method would be more financially feasible for the family.

All requests to return to the income-based rent must be submitted in writing and will be granted only once during the lease year.

C. Regular Reexaminations

At least ninety (90) days in advance of the scheduled annual reexamination effective date, the family shall be notified by mail that they are required to participate in a reexamination.

At this time, all adult members of the household will be required to sign an application for Authorization for Release of Information forms (Consent forms), and all other forms required for occupancy. The family shall provide all information regarding employment and income data, assets, family composition, allowances, and other information deemed necessary. The Authority will send the consent forms to the sources that will verify the family circumstances.

Upon receipt of verification for families selecting the income-based rent, the Authority will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

1. 10% of monthly income;
2. 30% of adjusted monthly income.

The family will pay the greater of the total tenant payment or the Minimum Rent of \$50.00.

Prior to signing the lease amendment the family shall select either the flat rent or the income-based rent. Each family shall sign a certification as to its rent choice.

D. Effective Date of Rent Changes for Annual Reexaminations

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

If the rent determination is delayed due to a reason beyond the control of the family. The reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date.

E. Interim Reexaminations

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.

Families are required to report the following changes to the Authority between regular reexaminations. If the family's rent is being determined under the income-based method, these changes may trigger an interim reexamination. The family shall report the following changes within ten (10) days of their occurrence unless otherwise noted. All changes must be submitted in writing.

1. All changes in household composition.
2. All increases in income and changes in employment status.
3. Decrease in income expected to last at least thirty (30) days.
4. Increase in allowances or deductions.
5. Exceptional medical expenses (for elderly/disabled only) must be reported within sixty (60) days of services or charge.

For families on income-based rent, the Authority will schedule an interim reexamination if it is alleged that the tenant has misrepresented the facts upon which the rent is based. In such cases, any increase in rent shall be made retroactive.

The Authority may, at its discretion, schedule interim reexaminations when it deems it is in its interest to do so.

Interim reexaminations do not affect regularly scheduled reexamination effective dates.

F. Special Reexaminations

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income or have a temporary decrease in income, the Authority may schedule special reexaminations every ninety (90) days until the income stabilizes and an annual income can be determined.

G. Effective Date of Rent Changes Due to Interim or Special Reexaminations

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first day of the month after a thirty day notice. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

H. Failure to Report Accurate Information

If it is found that the tenant has misrepresented or failed to report to the MCHA the facts upon which his/her rent is based so that the rent being paid is less than that which should have been charged, **the increase in rent will be made retroactively**. Failure to report accurate information is grounds for initiating eviction proceedings in accordance with the MCHA's lease.

I. Income Disregards and Imputed Welfare Income

See the attached "Definitions of Income and Income Exclusions" for explanation of income disregard and imputed welfare income.

J. Changes in Household Composition

1. Tenants are required to report any change in household composition within ten (10) working days of the change. All changes must be submitted in writing.
2. New household members may be added to the tenant's lease if the new family member has been added as the result of birth, marriage, reconciliation with a spouse, legal adoption, placement of foster children, or award of custody to or by a member of a household on the lease. However no new household member over the age of eighteen (18) years may be added unless and until that person has provided the required information to the Authority and been determined eligible for admission according to the guidelines specified in this policy. The Authority has the right to deny admission to any person found to be ineligible.
3. Tenants will not be permitted to allow a former tenant of the Authority who has been evicted to occupy the unit for any period of time.
4. A tenant must provide documentation as required by the Authority when reporting that a family member has vacated the household. In the case of an income producing household member, the Authority will require at least (2) two documents verifying the new address or other evidence deemed acceptable by the Authority. Utility bills, a

driver's license, an automobile registration, voter registration, an employer's verification, or a lease bearing the family member's name, new address and a date are examples of acceptable evidence. Court papers indicating that a family member has left the household such as a Petition for Dissolution of Marriage, a Petition for an Order of Protection from Abuse, or a Petition for Legal Separation may also be acceptable.

5. A tenant reporting a decrease in household size, which changes the unit size for which the family is eligible, will be required to be placed on the transfer list. A tenant eligible for a transfer to a larger or smaller unit as the result of approved changes in household composition will be placed on the transfer list effective the date the transfer request is approved.

VI. SPECIAL CHARGES

Schedules of special charges for services, repairs and utilities, and rules and regulations, which are required to be incorporated in the lease by reference, shall be publicly posted in a conspicuous manner in the office and shall be furnished to applicants and tenants upon request. Such schedules, rules and regulations may be modified from time to time, provided that at least thirty (30) days' written notice is given to each affected tenant. The notice shall set forth the proposed modification, the reasons therefore, and the means by which the tenant may present written comments, which shall be taken into consideration prior to the proposed modifications becoming effective. A copy of such notice shall be:

1. Delivered directly or sent by First Class Mail to each tenant; or
2. Posted in a conspicuous place at the office.

VII. LEASE TERMINATION PROCEDURE

A. Notice Requirements

No tenant shall be given a Notice of Lease Termination without being informed in writing of the reason for the termination by the MCHA. The tenant must also be informed of his/her right to request a hearing in accordance with the Lease and Grievance Procedure (see attached) and be given the opportunity to make such a reply as he/she may wish.

Certain actions are excluded from the Grievance Procedure:

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or Authority employees;
2. Any drug or alcohol related criminal activity on or off Authority premises;
3. Any drug or alcohol abuse that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents;
4. Actions by tenants that demonstrate a threat to the health or safety of themselves, other

tenants or staff.

B. Record Keeping Requirements

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

1. Name of tenant, number and identification of unit occupied;
2. Date(s) of the 15-Day Notice of Lease Termination (HUD Requirement) and the Notice to Quit (State Law Requirement) as applicable;
3. Specific reason(s) for the Notices, with lease violations, disturbances, and other facts pertinent to the issuing of the Notices described in detail;
4. Date and method of notifying the tenant; and
5. Summaries of any hearings and/or meetings held with the tenant, including names of participants and conclusions.

C. Lease and Grievance Procedure

The lease document used by the Authority to implement its Admission and Occupancy Policy is attached and its provisions incorporated in this section of the policy by reference.

The grievance procedure is attached and its provisions incorporated in this section of the policy by reference.

**HOUSING AUTHORITY OF THE COUNTY OF McKEAN
REASONABLE ACCOMMODATIONS POLICY**

AMENDMENT TO THE ADMISSIONS AND OCCUPANCY POLICY

INTRODUCTION:

The needs of the physically and mentally challenged are a constant concern to the Housing Authority of the County of McKean.

It is, and always has been, the policy of the Authority to accommodate the requested needs of our residents.

THIS POLICY sets forth the policies and procedures of the McKean County Housing Authority in connection with making *reasonable accommodations* for *qualified* applicants or residents with disabilities.

A copy of this *Reasonable Accommodation Policy* is posted in the main office of the Housing Authority and is available upon request from any resident, applicant or advocacy group.

Definitions:

- The term “ADA” shall mean the Americans with Disabilities Act.
- The term “PHA” or “Authority” shall mean the Housing Authority of the County of McKean.
- The phrase “individual with disabilities” shall be defined as “any person who has a physical or mental impairment that *substantially* limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment.
- The term “Policy” shall mean the Reasonable Accommodation Policy as adopted by the board of the Housing Authority of the County of McKean.
- The term “reasonable accommodation” means a modification or change in the McKean County Housing Authority rules, policies, practices or services that will provide the opportunity to participate in housing programs and services and to meet the resident’s essential requirements of tenancy to an otherwise eligible individual with a disability.

Policy Statement

The Housing Authority of the County of McKean is committed to ensuring that its policies and practices do not deny individuals with disabilities the opportunity to participate in, or benefit from, not otherwise discriminate against individuals with disabilities in connection with the operation of the Authority’s housing services or programs, solely on the basis of such disabilities. Therefore, if an individual with a disability requires an accommodation, such as an accessible feature or modification to an existing policy, will provide such accommodation, unless doing so would result in a fundamental alteration in the nature of the program or an

undue financial or administrative burden. In such a case, the Authority will make another accommodation that would not result in a financial or administrative burden.

Purpose

This Policy is intended to:

- Communicate to residents and applicants the Authority's position regarding reasonable accommodations for persons with disabilities in connection with the agency's housing program services and policies:
- Establish a procedure for implementing this Policy, and
- Comply with applicable federal, state and local laws to ensure accessibility for persons with disabilities to housing programs, benefits and services administered by the McKean County Housing Authority.

Authority

The requirements of this Policy are based upon the following statutes or regulations:

- Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination on the basis of disability status and states that:

"No qualified individual with handicaps shall, solely on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from the Department of Housing and Urban Development".
- The Fair Housing Act prohibits discrimination in the sale, rental and financing of dwellings. This Act requires reasonable accommodations in rules, policies, practices, services and reasonable modifications to dwelling units and public common areas.
- Title II of the Americans with Disabilities Act ("ADA") prohibits discrimination on the basis of disability status by public entities. Except as provided in 35.102(b), of 28 CFR Part 35, the ADA applies to all services, programs and activities provided or made available by public entities (State and local governments); and
- Part 8, of Code of Federal Regulations, Title 24, Housing and Urban Development, entitled Non-Discrimination Based on Handicap In Federally Assisted Programs and Activities of the Department of Housing and Urban Development applies to recipients of federal funds and implements the requirements of the Rehabilitation Act.

Monitoring and Enforcement.

The Pittsburgh Fair Housing and Equal Opportunity Office is responsible for monitoring compliance with, and enforcing the requirements under this Policy. Questions regarding this

Policy, its interpretation or implementation should be made by contacting the Pittsburgh FH&EO Office, in writing, or in person by appointment, at 339 Sixth Avenue, Pittsburgh, Pa. 15222, or by calling the office at 412-644-6462. The FH&EO Office may require submission of data from McKean County public housing developments and field offices in order to evaluate and document the Authority's compliance with this Policy.

General Principles for Providing Reasonable Accommodations.

Listed below are the general principles which provide a foundation for the Policy and which McKean County Housing Authority staff should apply when responding to requests for reasonable accommodations within all its housing programs.

- It is presumed that the individual with a disability is usually knowledgeable of the appropriate types of, and methods of providing, *reasonable accommodations* needed when a request is made. However, the Housing Authority reserves the right to investigate and offer equally effective alternatives to the requested accommodation, and/or alternative methods for providing the requested accommodation. The resident reserves the right to accept or reject the Authority's suggestions.
- The procedure for evaluation and responding to requests for a *reasonable accommodation* relies on a cooperative relationship between the Authority and the applicant/resident. The process is not adversarial.
- The Housing Authority of the County of McKean shall inform all applicants and residents of alternative forms of communication. The **Request Form** is designed to assist our applicants/residents. If an applicant/resident does not, or cannot use the **Request Form**, the Housing Authority will still respond to the request for an accommodation. The applicant/resident may also request assistance with the
- **Request Form** or such applicant/resident may request that the **Request Form** be provided in an equally effective format or means of communication.
- If the accommodation is reasonable, the McKean County Housing Authority will grant it.
- In accordance with Procedure 3 (below), the Housing Authority will grant the request for a reasonable accommodation only to the extent that an undue financial and administrative burden is not created thereby.
- All written documents required by or as a result of this Policy must contain plain language and be in appropriate alternative formats in order to communicate information and decisions to the person requesting the accommodation.
- Any required meetings with a person with a disability will be held in an accessible location.

Amendment

- This policy may be amended only by resolution of the Board of the Housing Authority of the County of McKean.
- The procedures may be amended within the scope of the Policy by the Executive Director of the Housing Authority of the County of McKean.
- Any amendment to the Policy or Procedures shall be consistent with all applicable laws and regulations.

Staff Training

Housing Authority staff will be trained by FH&EO to ensure that all applicable Federal, State and local requirements regarding *reasonable accommodations* are met.

PROCEDURES

Procedure #1 – Communication with applicants and residents.

1. At the time of application, all applicants must be provided with the Request for Reasonable Accommodation Form (the Request Form) copy of which is affixed hereto as Attachment 1), or, upon the applicant's request, the Request Form must be provided in an equally effective format.
2. McKean County Housing Authority residents seeking accommodations may contact the housing management office located at 410 E. Water Street, Smethport, Penna., telephone number (814)887-5563, TTD (814)887-5318.
3. Housing Management is responsible for informing all residents that a request may be submitted for *reasonable accommodations* for an individual with a disability. All residents will be provided the Request Form when requesting a reasonable accommodation. However, a resident may submit the request in any written form or other means of equally effective form of communication. Upon receiving the request, housing management will respond to the request within 20 business days. If additional information or documentation is required, a written request will be issued to the resident by using the Request for Information or Verification Form ("Request for Information"), a copy of which is affixed hereto as Attachment 2. A submission date should be specified in the Request for Information so as not to delay Housing Authority review of the request.

Procedure #2 – Sequence for making decisions.

1. Is the applicant/resident a qualified "individual with a disability"?
 - a) Of the answer is **NO**, the Housing Authority is not obligated to make *reasonable accommodations*; therefore, we may deny the request.
 - b) If the answer is **YES**, go to Step 2.

- c) If more information is needed, either write for more information using the standard **Request for Information** letter, or request a meeting using the standard **Request for Meeting** letter. (A copy of the Request for Meeting letter is affixed hereto as Attachment 5)
2. Is the requested accommodation related to the disability?
 - a) If the answer is **NO**, the Housing Authority is not obligated to make the accommodation; therefore, the request may be denied.
 - b) If the answer is **YES**, go to step c.
 - c) If more information is needed, either write for more information using the **Request for Information** letter, or request a meeting using the **Request for Meeting** letter.
3. Is the requested accommodation reasonable? This determination will be made by following Procedure #3 – Guidelines for Determining Reasonableness.
 - a) If the answer is **YES**, the Housing Authority will approve the request for *reasonable accommodation*. A written description of the accommodation will be prepared and included in the letter approving **Request for Reasonable Accommodations**.
 - b) If the answer is **NO**, we may deny the request. Submit the denial using the Letter Denying **Request for Reasonable Accommodations**.
 - c) If more information is needed, either write for information using the Letter Approving **Request for Reasonable Accommodations**, or request a meeting using the **Request for Meeting** Letter.
4. If the Housing Authority formally rejects an applicants/residents request for *Reasonable Accommodation*, the applicant /resident is entitled to a “right of appeal”. Applicant/resident must contact the Housing Authority and appeal the decision. Such contact will require the Housing Authority to establish a meeting with the appealing party. Minutes of the meeting will be maintained, and the final decision will lie with the Housing Authority Board of Directors.

Procedure #3 – Guidelines for Determining Reasonableness.

1. In accordance with Policy Principle 6.1, the Housing Authority will consider the requested method for providing *reasonable accommodations* for an individual with a disability. However, the Housing Authority is required to evaluate the requested method and may require the individual with a disability to provide further information to demonstrate the need for the requested accommodation to enable access to and use the housing program. Additionally, the Housing Authority may offer equally effective alternatives to the requested accommodation, and/or alternative methods for providing the requested accommodation as long as the requestor agrees to consider alternatives.

2. Requests for *reasonable accommodations* will be considered on a case-by-case basis. Decisions regarding *reasonable accommodations* will be made in compliance with all applicable accessibility laws and requirements. Additionally, in those circumstances where the Housing Authority deems that a proposed *reasonable accommodation* would fundamentally alter the service, program, or activity, or would result in undue financial and administrative burdens, the Housing Authority has the burden of proving such results.
3. The responsibility for the decision that a proposed *reasonable accommodation* would result in such alteration or burdens shall rest with the Executive Director after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by written statement of the reasons for reaching that conclusion. If an action would result in such an alteration or such burden, the Housing Authority shall propose any other action that will not result in or require an alteration or burden.
4. Live-in aides. In some cases, an individual with a disability may require a live-in aide. In accordance with the provisions of the public housing dwelling lease, the Housing Authority may permit a live-in to reside in the dwelling unit to assist an individual with a disability. A live-in aide means a person (a) determined by a third party provider of the requester, to be essential to the care and well being of a family member with the disability; (b) is not obligated to support the family member, and (c) would not be living in the unit except to provide the supportive services. A live-in would not be required to share a bedroom with another member of the household (see 24CFR 966.4(d)(3)). Prior to granting permission, the live-in aide must submit to a criminal background check in accordance with Housing Authority policies and procedures. Additionally, a third party verification of the need for a live-in-aide is required, and the following factors will be considered by the Housing Authority in determining whether to approve a live-in aide:
 - a) whether the addition of a new occupant would create a situation of overcrowding in the dwelling unit, thereby requiring a transfer to another dwelling unit;
 - b) the availability of an appropriate dwelling unit, and/or
 - c) the Housing Authority's obligation to make *reasonable accommodation* for persons with disabilities.
5. Verification.

The Housing Authority may verify a person's disability to the extent necessary to ensure that applicants are qualified for the housing for which they are applying; that applicants are qualified for deductions used in determining adjusted income; that applicants are entitled to any preference they may claim; and that applicants who have requested a *reasonable accommodation* have a need for the requested

accommodation. The Housing Authority will not require applicants to provide access to confidential medical records in order to verify a disability. The Housing Authority will not require specific details as to the nature of the disability. The Housing Authority may require documentation of the manifestation of the disability that causes a need for a specific accommodation or accessible unit. This means that the Housing Authority is allowed to ask what the condition is that causes the specific request to be made, but it cannot ask what the specific disability is.

Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

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 Certificate and Voucher Programs, are described in and implemented through this Administrative Plan.

Administration of the Section 8 Program and the functions and responsibilities of the staff of the McKean County Housing Authority (the Authority) shall be in compliance with the Authority'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.

A. LOCAL OBJECTIVES

The Section 8 Program is designed to achieve three major objectives:

1. To provide decent, safe, and sanitary housing for very low income families while Maintaining their rent payments at an affordable level.
2. To promote freedom of housing choice and spatial deconcentration of very low income families of all races and ethnic backgrounds.
3. To provide an incentive to private property owners to rent to very low income families by offering timely assistance payments.

B. PURPOSE OF THE PLAN

The purpose of the Administrative Plan is to establish policies for carrying out the programs in a manner consistent with HUD requirements and local objectives. The Plan covers both admission and continued participation in these programs. Policies are the same for both programs unless otherwise noted.

The Authority 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 original Plan and any changes must be approved by the Board of Directors of the agency and a copy provided by HUD.

C. FAIR HOUSING POLICY

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

The Authority shall not deny any family or individual the opportunity to apply for or receive assistance under the Section 8 Programs on the basis of race, color, sex, religion, creed, national or ethnic origin, age, family status, handicap or disability or sexual orientation.

To further its commitment to full compliance with applicable Civil Rights laws, the Authority will provide Federal/State/local information to Certificate and Voucher holders regarding “discrimination” and any recourse available to them if they are victims of discrimination. Such information will be made available during the family briefing session, and all applicable Fair Housing information and discrimination complaint forms will be made a part of the Certificate and Voucher holder’s briefing packet.

No individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the Authority’s facilities are inaccessible to or unusable by persons with disabilities.

Posters and housing information are displayed in locations throughout the Authority’s office in such a manner as to be easily readable from a wheelchair.

The Authority’s Section 8 office is accessible to persons with disabilities. Accessibility for the hearing impaired is provided by through a TTD/TDY telephone number.

D. SERVICE POLICY/ACCOMMODATIONS

This policy is applicable to all situations described in this Administrative Plan when a family initiates contact with the Authority, when the Authority initiates contact with a family including when a family applies, and when the Authority schedules or reschedules appointments of any kind.

It is the policy of this Authority to be service-directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to the families within our jurisdiction.

The Authority’s policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodation so that they may fully access and utilize the housing program and related services. The availability of specific accommodations will be made known by including notices on Authority forms and letters to all families, and all requests will be verified so that the Authority can properly accommodate the need presented by the disability.

Requests for reasonable accommodation from persons with disabilities will be granted upon

verification that they meet the need presented by the disability.

Reasonable accommodation will be made for persons with a disability who require and advocate or accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability.

All Authority mailings will be made available in an accessible format upon request, as a reasonable accommodation.

Verification of a Request for Accommodation

All requests for accommodation or modification will be verified with a reliable knowledgeable, professional.

The Authority utilizes organizations which provide assistance for hearing- and sight-impaired persons when needed.

A list of accessible units will be provided.

E. FAMILY OUTREACH

The Authority will publicize and disseminate information to make known the availability of housing assistance and related services for very low income families on a regular basis. When the Authority's waiting list is open, the Authority will publicize the availability and nature of housing assistance for very low income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach persons who cannot read the newspapers, the Authority will distribute fact sheets to the broadcasting media, and initiate personal contacts with members of the news media and community service personnel. The Authority will also utilize public service announcements.

The Authority will communicate the status of housing availability to other service providers in the community, advise them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance.

F. OWNER OUTREACH

The Authority encourages owners of decent, safe and sanitary housing units to lease to Section 8 families. The Authority maintains a list of units available for the Section 8 Program and periodically updates this list. When listings from owners are received, they will be compiled by the Authority staff by bedroom size.

The staff of the Authority initiates personal contact with private property owners and managers by conducting formal and informal discussions and meetings.

Printed material is offered to acquaint owners and managers with the opportunities available

under the program.

G. PRIVACY RIGHTS

Applicants and participants, including all adults in their households, are required to sign the HUD 9886 Authorization for Release of Information. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD will release family information.

The Authority's policy regarding release of information is in accordance with State and local laws which may restrict the release of family information.

Any and all information which would lead one to determine the nature and/or severity of a person's disability must be kept in a separate folder and marked "confidential." The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration. All requests for access and granting of accommodations based on this information must be approved by the Section 8 Coordinator.

In accordance with HUD requirements, the Authority will furnish prospective owners with the family's current address as shown in the Authority's records and, if known to the Authority, the name and address of the landlord at the family's current and prior address.

The Authority may furnish prospective owners with information about the family's rental history, or any history of drug trafficking, to the extent that they have information available.

A statement of the Authority's policy on release of information to prospective landlords will be included in the briefing packet which is provided to the family.

The Authority's practices and procedures are designed to safeguard the privacy of applicants and program participants. All applicant and participant files will be stored in a secure location which is only accessible by authorized staff.

The staff person utilizing a file is responsible for its security. Files will never be left unattended or placed in common areas.

Authority staff will not discuss family information contained in files unless there is a business reason to do so. Inappropriate discussion of family information, or improper disclosure of family information by staff will result in disciplinary action.

H. EQUAL EMPLOYMENT OPPORTUNITY

The Authority practices affirmative action in hiring, promotion and conditions of employment. All Authority job postings will display the affirmative action/equal employment opportunity logo and slogan prominently.

I. RULES AND REGULATIONS

This Administrative Plan is set forth to define the Authority’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.

J. JURISDICTION

The jurisdiction of the Authority is the County of McKean (excluding the City of Bradford), Pennsylvania.

K. MONITORING PROGRAM PERFORMANCE

Monitoring reports will be developed and maintained for the following areas of program operations:

1. Monitoring funding availability, to ensure the Authority is at maximum lease up but not overleased
2. Tracking outstanding Certificates and Vouchers for expiration (or suspension)
3. Timeliness of annual activities
4. Numbers of failed inspections and abatements
5. Claim payments made
6. Number and reason for moves and terminations of assistance.
7. Number of new certificates and vouchers issued
8. Repayment of amounts owed the Authority

In order to ensure quality control, supervisory staff will audit the following functions on a regular basis:

- 5% of reexaminations
- 5% of new applications
- 5% of the HQS inspections completed by each inspector
- 5% of claims processed

L. TERMINOLOGY

The McKean County Housing Authority is referred to as “the Authority” throughout this document.

“Family” is used interchangeably with “Applicant” or “Participant” and can refer to a single person family.

“Tenant” is used to refer to participants in terms of their relation to landlords.

“Landlord” and “owner” are used interchangeably.

“Disability” is used where “handicap” was formerly used.

“New Rule” refers to the HUD Occupancy Regulations effective 10/2/95. “Old Rule” refers to the Regulations that were suspended on that date.

“Noncitizens Rule” refers to the regulation effective June 19, 1995 restricting assistance to U.S. citizens and eligible immigrants.

The Section 8 programs are also known as the Certificate and Voucher programs.

“HQS” means the Housing Quality Standards required by regulations as enhanced by the Authority.

“Failure to Provide” refers to all requirements in the first Family Obligation. See Chapter 15, “Denial or Termination of Assistance.”

Chapter 2

ELIGIBILITY FOR ADMISSION

INTRODUCTION

This Chapter defines both HUD's and the Authority's criteria for admission and denial of admission to the program. The policy of this Authority is to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply.

The Authority staff will review all information provided by the family carefully and without regard to factors other than those defined in this Chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the Authority pertaining to their eligibility.

Eligibility Factors

To be eligible for participation, an applicant must meet HUD's criteria, as well as any permissible additional criteria established by the Authority.

The HUD eligibility criteria are:

- An applicant must be a "family"
- An applicant must be within the appropriate Income Limits
- An applicant must furnish Social Security Numbers
- An applicant must furnish evidence of citizenship/eligible immigrant status

For the Authority's additional criteria for eligibility, see Section E, "Other Criteria for Admission."

The Family's initial eligibility for placement on the waiting list will be made in accordance with the eligibility factors.

Evidence of Citizenship/Eligible Immigrant Status will not be verified until the family is selected from the waiting list for issuance of a Certificate or Voucher, unless the Authority determines that such eligibility is in question, whether or not the family is at or near the top of the waiting list.

A. FAMILY COMPOSITION

The applicant must qualify as a Family. A Family may be a single person or a group of persons. Discrimination on the basis of familial status is prohibited, and a group of persons may not be denied solely on the basis that they are not related by blood, marriage or operation of law.

A group of persons may be:

Two or more persons who intend to share residency whose income and resources are available to meet the family's needs.

Two or more elderly or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family.

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

A single person may be:

- An elderly person
- A displaced person
- A person with a disability
- Any "other single" person

Head of Household

The head of household is the 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 lease under State/local law.

A family may designate an elderly or disabled family member as head of household solely to qualify the family as an Elderly Household, provided that the person is at least partially responsible for paying the rent.

Spouse of Head

Spouse means the husband or wife of the head.

For proper application of the Noncitizens 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.

Live-In Aides

A Family may include a live-in aide provided that such live-in aide:

Is determined by the Authority to be essential to the care and well being of an elderly person, a near-elderly person, or a person with disabilities.

Is not obligated for the support of the person(s), and

Would not be living in the unit except to provide care for the person(s).

A live-in aide is treated differently than family members as follows:

1. Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.
2. Live-in aides are not subject to Non-Citizen Rule requirements.
3. Live-in aides may not be considered as a remaining member of the tenant family.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described below.

Family members of a live-in aide may also reside in the unit providing doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the live-in's family members does not overcrowd the unit.

A live-in aide may only reside in the unit with the approval of the Authority. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near-elderly (50-61) or disabled.

The Authority has the right to disapprove a request for a live-in aide based on the "Other Criteria for Eligibility" described in this Chapter (Section E).

Split Households Prior to Certificate/Voucher Issuance

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

1. Which family member applied as head of household.
2. Which family unit retains the children or any disabled or elder members.
3. Restrictions that were in place at the time the family applied.
4. Role of domestic violence in the split.
5. Recommendations of social service agencies or qualified professionals such as children's protective services.

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

Multiple Families in the Same Household

When families apply which consist of two families living together, (such as a mother and father, and a daughter with her own husband or children), if they apply as a family unit, they will be treated as a family unit.

Joint Custody of Children

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively.

When both parents are on the Waiting List and both are trying to claim the child, the parent whose address is listed on the school records will be allowed to claim the school-age child as a dependent.

B. INCOME LIMITATIONS

In order to be eligible for assistance, an applicant must be either:

A very low-income family; or

A low-income family in any of the following categories:

A low-income family that is continuously assisted under the 1937 Housing Act. An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within 120 days of certificate/voucher issuance. Programs include public housing, all Section 8 programs, all Section 23 programs.

A low-income family physically displaced by rental rehabilitation activity under 24 CFR part 511.

A low-income non-purchasing family residing in a HOPE 1 or HOPE 2 project.

A low-income non-purchasing family residing in a project subject to a homeownership program under 24 CFR 248.173.

A low-income family displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.

A low-income family residing in HUD-owned multifamily rental housing project when the project is sold, foreclosed or demolished by HUD. (Certificate program only).

To determine if the family is income-eligible, the Authority compares the annual income of the family to the applicable income limit for the family's size.

Families whose annual income exceeds the income limit will be denied admission and offered an informal review.

Single jurisdiction Authorities: The applicable income limit to be used at initial issuance of a certificate or voucher is the income limit of the Authority.

For admission to the program (initial lease-up), the family must be within the very low income limit of the jurisdiction where they want to live.

Portability: For initial lease-up, families who exercise portability must be within the very low income limit for the jurisdiction of the receiving Authority in which they want to live and will not be eligible for portability until after completion of 12 months of tenancy within the County.

Participant families who exercise portability, and request or require a change in their form of assistance, must be within the low income limit of the receiving Authority if they are to receive the alternate form of assistance.

C. MANDATORY SOCIAL SECURITY NUMBERS

Families are required to provide verification of Social Security Numbers for all family members age 6 and older prior to admission, if they have been issued a number by the Social Security Administration. This requirement also applies to persons joining the family after admission to the program.

Failure to furnish verification of social security numbers is grounds for denial or termination of assistance.

D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant.

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

Mixed Families. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

No eligible members. Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students defined by HUD in the noncitizen regulations are not eligible for assistance.

Appeals. For this eligibility requirement only, the applicant is entitled to a hearing exactly like those provided for participants.

E. OTHER CRITERIA FOR ADMISSION

The Authority may apply the following criteria, in addition to the HUD eligibility criteria, as grounds for denial of admission to the program.

1. The Family must have not have violated any family obligation during a previous participation in the Section 8 program within the last five years.

When the Authority denies assistance to an applicant with a disability, the applicant may request a review of the family obligation that was violated, if the violation was a result of the disability.

An exception may be granted by the Authority if the family member who violated the family obligation is not a current member of the household on the application.

2. No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last five years.
3. Family must have paid any outstanding debt owned the Authority or another Authority as a result of prior participation in any federal housing program. No Repayment Agreement will be accepted.

At the time of initial application, the family must pay any such debts in full in order to be placed on the waiting list.

4. No member of the family may have engaged in drug related or violent criminal

activity in the last five years.

The Authority will not be obligated to ferret out information concerning a family's criminal activities as part of the processing of an application for assistance. Initial screening will be limited to routine inquiries of the family and any other information provided to the Authority regarding this matter. The inquiries will be standardized and directed to all applicants by inclusion in the application form.

If either as a result of the standardized inquiry or the receipt of a verifiable referral, there is indication that the family or any family member is engaged in drug-related criminal activity or violent criminal activity, the Authority may conduct closer inquiry to determine whether the family should be denied admission.

If the family indicated that they have been arrested or convicted within the prior five years for drug-related or violent criminal activity, the Authority shall obtain verification through police/court records.

5. No family member may have been evicted from public housing for any reason during the last five years.
6. No family member may have engaged in or threatened abusive or violent behavior toward Authority personnel during the last five years.

F. SUITABILITY OF FAMILY

The Authority may take into consideration any of the additional criteria for admission in Section E above, but may not otherwise screen for factors which relate to the suitability of the applicant family as tenants. It is the responsibility of the owner to screen the applicants as to their suitability for tenancy.

G. CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT

Changes that occur during the period between placement on the waiting list and issuance of a certificate or voucher may affect the family's eligibility or Total Tenant Payment. For example, if a family goes over the income limit prior to lease up, the applicant will not continue to be eligible for the program. They will be notified in writing of their ineligible status and their right to an informal review.

H. INELIGIBLE FAMILIES

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to noncitizen status. See Chapter 19, "Complaints and Appeals" for additional information about reviews and hearings.

Chapter 3

APPLYING FOR ADMISSION

INTRODUCTION

The policy of the Authority is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner.

This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply.

The primary purpose of the intake function is to gather information about the family, but the Authority will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Plan.

A. HOW TO APPLY

Families who wish to apply for any of the Authority's programs must complete a written application form when application-taking is open. Applications will be made available in an accessible format upon request from a person with a disability.

Applications will be mailed to interested families upon request.

The application process will involve two phases. The first is the "initial" application for assistance. This first phase results in the family's placement on the waiting list.

The second phase is the "final determination of eligibility". The full application takes place when the family reaches the top of the waiting list. At this time the Authority ensures that verification of all HUD and Authority eligibility factors is current in order to determine the family's eligibility for the issuance of a certificate or voucher.

B. OPENING/CLOSING OF APPLICATION TAKING

The Authority will utilize the following procedures for opening the waiting list.

When the Authority opens the waiting list, the Authority will advertise the acceptance of applications through public notice in local, generally circulated newspapers.

The notice will contain:

The dates, times, and the locations where families may apply.

The programs for which applications will be taken.

A brief description of the program.

A statement that public housing residents must submit a separate application if they want to apply for Section 8.

Limitations, if any, on who may apply.

The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the Authority address and telephone number, how to submit an application, and information on eligibility requirements.

The submission of an application establishes a family's date and time of application for placement order on the waiting list.

Upon request from a person with a disability, additional time will be given as an accommodation for submission of an application after the closing deadline. This accommodation is to allow persons with disabilities the opportunity to submit an application in cases when a social service organization provides inaccurate or untimely information about the closing date.

C. APPLICATION PROCEDURES

The Authority will utilize a single application form. The information is to be filled out by the applicant. To provide specific accommodation to persons with disabilities, the information may be completed by a staff person. It may also be mailed to the applicant and, if requested, it will be mailed in an accessible format.

The purpose of the application is to permit the Authority to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list. The application will contain questions designed to obtain the following information:

Names of adult members and age of all members

Sex and relationship of all members

Street address and phone numbers

Mailing address (If PO Box or other permanent address)

Amount(s) and source(s) of income received by household members

Information regarding disabilities relating to program requirements (i.e., deductions)

Social Security Numbers

Race/ethnicity

Citizenship/eligible immigration status

Arrests and/or convictions for drug related or violent criminal activity

Requests for specific accommodation needed to fully utilize program and services

Previous address

Current and previous landlords names and addresses

Emergency contact person and address

Program integrity questions regarding previous participation in HUD programs

Duplicate applications, including applications from a segment of an applicant household, will not be accepted.

Initial applications will not require an interview. The information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

Applicants are required to inform the Authority in writing of changes in family composition, income, and address. Applicants are also required to respond to requests from the Authority to update information on their application, or to determine their continued interest in assistance.

Failure to provide information or to respond to mailings will result in the applicant being removed from the waiting list. See Chapter 19, "Complaints and Appeals".

D. NOTIFICATION OF APPLICANT STATUS

If after a review of the application, the family is determined to be preliminarily eligible, they will be notified in writing, in an accessible format upon request, as a reasonable accommodation. The notice will contain the approximate date that assistance may be offered, and will further explain that the estimated date is subject to factors such as turnover and additional funding.

If the family is determined to be ineligible based on the information provided in the application, the Authority will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal review. Persons with disabilities may request to have an advocate attend the informal review as an accommodation. See Chapter 19, "Complaints and Appeals."

E. TIME OF SELECTION

When funding is available, families will be selected from the waiting list based on the time and date of application, regardless of family size.

When there is insufficient funding available for the family on the top of the list, the Authority will not admit any other applicant until funding is available for the first applicant. Applicants will not be passed over on the waiting list.

A pool of fifteen completed eligible applicant files will be maintained to minimize delays in admissions when funding becomes available. However, families are still offered certificates or vouchers in the waiting list sequence.

F. COMPLETION OF A FULL APPLICATION

When the Authority is ready to select applicants, applicants will be required to complete a full application in their own handwriting, unless assistance is needed, or a request for accommodation is made by a person with a disability. Applicant will then be interviewed by Authority staff to review the information on the full application form.

The full application will be mailed as requested as an accommodation to a person with a disability/mailed to the applicant in advance to complete/completed when the applicant attends the interview.

Requirement to Attend Interview

The Authority utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information which has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other Authority services or programs which may be available.

All adult family members are required to attend the interview and sign the housing application.

Exceptions may be made for students attending school out of state/for members for whom attendance would be a hardship.

It is the applicant's responsibility to reschedule the interview if she/he misses the appointment. If the applicant does not reschedule or misses two scheduled meetings, the Authority will reject the application.

Applicants who fail to appear and want to reschedule a missed appointment must make the request to reschedule no later than seven calendar days from the original appointment date.

Reasonable accommodation will be made for persons with a disability who requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with

permission of the person with a disability.

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal review. (See Chapter 19, "Complaints and Appeals")

All adult members must sign the HUD Form 9886, Release of Information, the application form and all supplemental forms required by the Authority, the declarations and consents related to citizenship/immigration status and any other documents required by the Authority. Applicants will be required to sign specific verification forms for information which is not covered by the HUD form 9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by the Authority.

Information provided by the applicant will be verified including information related to family composition, income, allowances and deductions, assets, eligible immigration status, full time student status and other factors related to preferences, eligibility and rent calculation. Verifications may not be more than 60 days old at the time of certificate/voucher issuance.

If the Authority determines at or after the interview that additional information or document(s) are needed, the Authority will request the document(s) or information in writing. The family will be given 5 days to supply the information.

If the information is not supplied in this time period, the Authority will provide the family a notification of denial for assistance. (See Chapter 19, "Complaints and Appeals.")

G. SELECTION OF CERTIFICATE OR VOUCHER

The Authority provides an explanation of the differences between the Certificate and Voucher programs orally and/or in writing, and the applicant is asked to specify which type of assistance they prefer, and to indicate if they would accept the other form of assistance.

The family must decide on which form of assistance (Certificate or Voucher) they prefer within seven calendar days of the notification. If the form of assistance preferred is available, it will be offered to the applicant.

When the non-preferred form of assistance is available first, the non-preferred form of assistance will be offered.

If there is no response to the request for a decision, or funding for the form of assistance preferred is not available, and the family has indicated they would accept the other form of assistance, the Authority will offer whatever form of assistance is available.

The applicant may refuse the first form of assistance offered and retain their place on the waiting list until the other form of assistance is available. If the applicant then refuses the other form of assistance, they will be rejected and their name removed from the waiting list. (See Chapter 19, "Complaints and Appeals")

H. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, the Authority will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the Authority, and the current eligibility criteria in effect. If the family is determined to be eligible, the Authority will mail a notification of eligibility. A briefing will be scheduled for the issuance of a certificate or voucher and the family's orientation to the housing program.

Chapter 4

ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

INTRODUCTION

It is the Authority's objective to ensure that the families are placed in the proper order on the waiting list so that an offer of assistance is not delayed to any family, or made to any family prematurely.

It explains the local preferences which the Authority has adopted to meet local housing needs.

By maintaining an accurate waiting list, the Authority will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available so that program funds are used in a timely manner.

A. APPLICATION POOL

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

1. The application will be a permanent file.
2. All applicants in the pool will be maintained in order of preference (local only). Applications equal in preference will be maintained by date and time sequence.
3. All applicants must meet "Very Low Income" eligibility requirements as established by HUD. Any exceptions to these requirements, other than those outlined in Chapter 2, "Eligibility for Admission," must have been approved previously by the HUD Field Office.

B. WAITING LIST PREFERENCES

The Authority will apply a system of local preferences.

Local preferences can only be implemented after a public notice and a period of public comment. There is no limit on local preference admissions.

The notice will be publicized using the same guidelines as those for opening and closing the waiting list.

The Authority will use the following local preference:

Residency preference for families who reside in McKean for at least six months and/or have achieved permanent employment.

Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify the Authority in writing when their circumstances change.

When an applicant claims an additional preference, they will be placed on the waiting list in the appropriate order determined by the newly-claimed preference.

An applicant will not be granted any preference if any member of the family has been evicted from any federally assisted housing during the past three years because of drug-related criminal activity.

The Authority will grant an exception to such a family if:

The responsible member has successfully completed a rehabilitation program.

The evicted person was not involved in the drug related activity that occasioned the eviction.

The evicted person is no long involved in any drug related criminal activity.

If an applicant makes a false statement in order to qualify for a preference, the Authority will deny the preference.

Elderly, disabled and displaced families with up to two members will be given a selection priority over all "Other Single" applicants.

"Other Singles" denotes a one-person household in which the individual member is neither elderly, disabled, or displaced by government action. Such applicants will be placed on the waiting list in accordance with their date and time of applications, but can not be selected for assistance before any elderly family, disabled family or displaced single regardless of federal preferences.

C. ORDER OF SELECTION

The order of selection is based on the date and time of application. It is a HUD requirement that elderly and disabled families and displaced singles will always be selected before other singles.

Local Preferences

The local preference specified above will be used to select families from the waiting list. The Authority has selected the following system to apply ranking preferences.

1. All local preferences will be treated equally.

Among Applicants with Equal Preference Status

Among applicants with equal preference status, the waiting list will be organized by date and time.

Under the singles rule, elderly and disabled families and displaced singles will always be selected before other singles without regard to preference status.

D. FINAL VERIFICATION OF PREFERENCES

Preference information on applications will be updated as applicants are selected from the waiting list. At that time, the Authority will obtain necessary verifications of preference at the interview and by third party verification.

E. PREFERENCE DENIAL

If the Authority denies a preference, the Authority will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for a review. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

If the applicant falsifies documents or makes false statements in order to qualify for any preference, they will be removed from the Waiting List.

F. REMOVAL FROM WAITING LIST AND PURGING

If an applicant fails to respond to a mailing from the Authority, the applicant will be sent written notification and given ten calendar days to contact the Authority. If they fail to respond within ten calendar days they will be removed from the waiting list. An extension will be considered an accommodation if requested by a person with a disability. If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the

envelope and letter will be maintained in the file. If a letter is returned with a forwarding address, it will be re-mailed to the address indicated.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless they can show proof, acceptable to Section 8 Coordinator that they did not receive notice.

The waiting list will be purged annually by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for current information and confirmation of continued interest.

Chapter 5

SUBSIDY STANDARDS

INTRODUCTION

HUD guidelines require that Authority's establish subsidy standards for the determination of Certificate and Voucher bedroom size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards used for the Certificate or Voucher size also 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 certificate/voucher size for various sized families when they are selected from the waiting list, as well as the Authority's procedures when a family's size changes, or a family selects a unit size that is different from the Certificate or Voucher.

A. DETERMINING CERTIFICATE/VOUCHER SIZE

The Authority does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom on the Certificate or Voucher. The Authority's subsidy standards for determining certificate/voucher size shall be applied in a manner consistent with Fair Housing guidelines.

For subsidy standards, an adult is a person 18 years or older.

All standards in this section relate to the number of bedrooms on the Certificate or Voucher, not the family's actual living arrangements.

The unit size on the Certificate or Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

Generally, the Authority will assign one bedroom to two people utilizing the following guidelines:

1. Persons of different generations, persons of the opposite sex (other than spouses, and unrelated adults should be allocated a separate bedroom.
2. Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children under 18).
3. Foster children will be included in determining unit size only if they will be in

the unit for more than three months.

4. Live-in aides will generally be provided a separate bedroom. No additional Bedrooms are provided for the attendants' family.
5. Space may be provided for a child who is away at school but who lives with the family during school recesses.
6. Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military.
7. Adults of different generations will have separate bedrooms.
8. Single person families shall be allocated one bedroom

GUIDELINES FOR DETERMINING CERTIFICATE/VOUCHER SIZE

Certificate/Voucher Size	Persons in Household (Minimum #)	Persons in Household (Maximum #)
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	6	10
6 Bedrooms	8	12

Children of the same sex with an age difference of six or more years can be assigned to separate bedrooms.

B. CHANGES IN CERTIFICATE OR VOUCHER SIZE

Changes for Applicants

The certificate/voucher size is determined prior to the briefing by comparing the family composition to the Authority subsidy standards. If an applicant requires a change in the certificate/voucher size, the following guidelines will apply:

1. The family may request a larger sized certificate or voucher than indicated by the Authority's subsidy standards. Such request must be made in writing within ten calendar days of the Authority's determination of bedroom size. The request must explain the need or justification for a larger bedroom size.

2. The Authority will not issue a larger certificate or voucher due to additions of family members other than by birth, adoption, marriage, or court-awarded custody.
3. The Authority shall grant exceptions from the standards if the family requests and the Authority determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances.
4. Circumstances may dictate a larger size than the Subsidy Standards permit when persons cannot share a bedroom because of an accommodation which has been requested, such as persons who cannot occupy a bedroom because of a verified medical or health reason, or elderly persons or persons with disabilities who may require a live-in attendant.
5. Requests based on health related reasons must be verified by a doctor/medical professional/social service professional.

Changes for Participants

The members of the family residing in the unit must be approved by the Authority. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the Authority within ten calendar days.

Requests for Exception to Subsidy Standards for Participants

The Authority will grant an exception upon request as an accommodation for persons with disabilities.

The family may request a larger sized certificate or voucher than indicated by the Authority's subsidy standards. Such request must be made in writing within ten calendar days of the Authority's determination of bedroom size. The request must explain the need or justification for a larger bedroom size.

When a change in family composition requires the issuance of another size Certificate or Voucher, and funds are not available for the program in which the family is assisted, the family will be issued the other form of assistance, if funding is available.

The Authority will not issue a larger size Certificate or Voucher due to additions to the family other than by birth, adoption, marriage, or court-awarded custody.

Underhoused and Overhoused Families

If a unit does not meet HQS space standards due to an increase in family size, (unit too small, the Authority will issue a new certificate or voucher and assist the family in locating a suitable unit.

If a certificate family is occupying a unit in which has more bedrooms than allocated under the Authority's subsidy standards, and the gross rent exceeds the FMR/Exception rent for the family size under the Authority's subsidy standards, the Authority will issue the family a new certificate and assist the family in finding a suitable unit.

Certificate families who are under-occupying a unit as defined above will be given a minimum of sixty days before assistance is terminated. As an alternative to termination the Authority will offer a voucher to the family, to the extent they are available.

The Authority will also notify the family of the circumstances under which an exception will be granted, such as if a family with a disability is underhoused in an accessible unit, or if a family requires the additional bedroom because of a health problem which has been verified by the Authority.

Transfer Waiting List

When a change in family composition requires the issuance of another size Certificate or Voucher, and funds are not available for the type of assistance the family has, the family will be transferred to the other form of assistance. If funds are not available for either program, the family will be placed on a Transfer List.

Families will be selected from the Transfer List before families are selected from the applicant waiting list. This assures that families who are already on the program are in the appropriate sized units.

Families will be selected from this list when there is available funding, in the following order:

1. A participant family (whose family composition has been approved by the Authority) who requires a change in Certificate or Voucher size because they are living in a unit which is overcrowded according to Housing Quality Standards.
2. A participant family (whose family composition has been approved by the Authority) who requires a change in Certificate or Voucher size under the Subsidy Standards, but not under Housing Quality Standards.
3. All others who require a transfer as determined by the Authority.

C. UNIT SIZE SELECTED

The family may select a different size dwelling than that listed on the Certificate or Voucher. There are three criteria to consider:

1. **Rent Limitation:** For the Certificate Program, the Authority must always apply the FMR for the Certificate size or the unit size selected by the family, whichever is less.

For the Voucher Program, the Authority uses the Payment Standard for the Voucher size or the unit size selected by the family, whichever is less.

2. 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 Certificate or Voucher.
3. 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

Maximum # of Persons in Household	
0 Bedroom	1
1 Bedroom	4
2 Bedrooms	6
3 Bedrooms	8
4 Bedrooms	10
5 Bedrooms	12
6 Bedrooms	14

Chapter 6

FACTORS RELATED TO TOTAL TENANT PAYMENT DETERMINATION

INTRODUCTION

The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the Regulation.

This Chapter defines the allowable deductions from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment. (TTP).

Income and TTP are calculated in accordance with 24 CFR Part 813 and further instructions set forth in HUD Notices, Memoranda and Addenda. The formula for the calculation of TTP is specific and not subject to interpretation.

The Authority's policies in this Chapter address those areas which allow the Authority 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. INCOME AND ALLOWANCES

Income: The types of money which are to be used as income for purposes of calculating the TTP are defined by HUD in federal regulations. In accordance with this definition, income from all sources of each member of the household is counted.

Annual Income is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. 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. Annual income is used to determine whether or not applicants are within the applicable income limits.

Adjusted Income is defined as the Annual income minus any HUD allowable deductions.

HUD has five allowable deductions from Annual Income:

1. Dependent allowance: \$480 each for family members (other than the head or spouse), who are minors, and for family members who are 18 or older who are full-time students or who are disabled.
2. 'Elderly' allowance: \$400 for families whose head or spouse is 62 or over or disabled.
3. Allowable medical expenses for all family members are deducted for 'elderly' families.

4. Child care expenses for children under 13 are deducted when child care is necessary to allow an adult member to work or attend school.
5. Expenses for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

“Minimum Rent” and Minimum Family Contribution.

“Minimum rent” in the Certificate and moderate rehabilitation program is \$50. Minimum rent includes the combined amount (TTP) a family pays towards rent and/or utilities.

Minimum family contribution in the voucher program is \$50.

B. DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT

The Authority must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, the Authority must count the income of the spouse or the head of the household if that person is temporarily absent, even if that person is not on the lease.

Income of persons 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.

It is the responsibility of the head of household to report changes in family composition. The Authority will evaluate absences from the unit using this policy.

Absence of Entire Family

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the Authority will terminate assistance in accordance with appropriate termination procedures contained in this Plan.

Families are required both to notify the Authority if they are going to be absent from the unit for more than thirty consecutive days.

If the entire family is absent from the assisted unit for more than 180 consecutive days, the unit will be considered to be vacated and the assistance will be terminated.

If it is determined that the family is absent from the unit, the Authority will continue assistance payments for a maximum of six months, not to exceed 180 days.

HUD regulations require the Authority to terminate assistance if the entire family is absent from the unit for a period of more than 180 consecutive calendar days.

“Absence” means that no family member is residing in the unit.

In order to determine if the family is absent from the unit, the Authority may:

- Write letters to the family at the unit
- Telephone the family at the unit
- Interview neighbors
- Verify if utilities are in service

A person with a disability may request an extension of time as an accommodation, provided that the extension does not go beyond the HUD-allowed 180 consecutive calendar days limit.

If the absence which resulted in termination of assistance was due to a person’s disability, and the Authority can verify that the person was unable to notify the Authority in accordance with the family’s responsibilities, and if funding is available, the Authority may reinstate the family as an accommodation if requested by the family.

Absence of Any Member

Any member of the household will be considered permanently absent if he or she is away from the unit for six consecutive months (180 days in a 12 month period) except as otherwise provided in this Chapter.

Absence due to Medical Reasons

If any family member leaves the household to enter a facility such as a hospital, nursing home, or rehabilitation center, the Authority will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 180 consecutive days, the family member will not be considered permanently absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the Authority’s “Absence of Entire Family” policy.

Absence due to Incarceration

If the sole member is incarcerated for more than 180 consecutive days, he or she will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if he or she is incarcerated for six consecutive months (180 days) in a twelve month period.

The Authority will determine if the reason for incarceration is for drug-related or violent criminal activity.

Foster Care and Absences of Children

If the family includes a child or children temporarily absent from the home due to placement in foster care, the Authority will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than six months from the date of removal of the children, the Certificate/Voucher size will be reduced. If all children are removed from the home permanently, the certificate or voucher size will be reduced in accordance with the Authority's subsidy standards.

Absence of Adult

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought in to the assisted unit to care for the children for an indefinite period, the Authority will treat that adult as a visitor for the first 60 days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the Certificate or Voucher will be transferred to the caretaker.

If the appropriate agency cannot confirm the guardianship status of the caretaker, the Authority will review the status at 60-day intervals.

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

The Authority will transfer the certificate or voucher to the caretaker, in the absence of a court order, if the caretaker has been in the unit for more than 180 days and it is reasonable to expect that custody will be granted.

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

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

The family will be required to notify the Authority in writing within ten calendar days when an adult family member moves out. The notice must contain a certification by the family as to whether the adult is temporarily or permanently absent.

The family member will be determined permanently absent if verification is provided.

Time extension will be granted as an accommodation upon request by a person with a disability.

If an adult child goes into the military and leaves the household, they will be considered permanently absent.

Full time students who attend school away from the home and live with family during school recess will be considered temporarily absent from the household.

Visitors

Any adult not included on the HUD 50058 who has been in the unit more than thirty consecutive days, or a total of 60 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of any other address will be considered verification that the visitor is a family member.

Written statements from neighbors and/or the landlord will be considered in making the determination.

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and the Authority will terminate assistance since prior approval was not requested for the addition.

Minors and college students who were part of the family but who now live away from home during the school year and are not considered members of the household may visit for up to 90 days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than 180 days per year, the minor will be considered to be an eligible visitor and not a family member unless documented proof is provided that an additional bedroom is required to continue approved joint custody arrangements.

Reporting Additions to Owner and Authority

Reporting changes in household composition to the Authority is both a HUD and an Authority requirement.

The family obligations require the family to request Authority approval to add any other family member as an occupant of the unit and to inform the Authority of the birth, adoption or court-awarded custody of a child. The family must request prior approval of additional household members in writing.

Families are required to report any additions to the household in writing to the Authority within ten calendar days of the move-in date. An interim reexamination will be conducted for any additions to the household.

In addition, the lease may require the family to obtain prior written approval from the owner when there are changes in family composition.

If the family does not obtain prior written approval from the Authority, any person the family has permitted to move in will be considered an unauthorized household member.

In the event that a visitor continues to reside in the unit after the maximum allowable time, the family must report it to the Authority in writing within ten calendar days of the maximum allowable time.

Reporting Absences to the Authority

As indicated above, reporting changes in household composition is both a HUD and an Authority requirement.

If a family member leaves the household, the family must report this change to the Authority, in writing, within ten calendar days of the change and certify as to whether the member is temporarily absent or permanently absent.

The Authority will conduct an interim evaluation for changes which affect the TTP in accordance with the interim policy.

C. AVERAGING INCOME

When Annual Income cannot be anticipated for a full twelve months, the Authority may:

1. Average known sources of income that vary to compute an annual income, or
2. Annualize current income and conduct an interim reexamination if income changes.

If there are bonuses or overtime which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year can be used to project potential income.

Income from the previous year may be analyzed to determine the amount to anticipate when third-party or check-stub verification is not available.

If by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so that the housing payment will not change from month to month.

The method used depends on the regularity, source and type of income.

D. MINIMUM INCOME

There is no minimum income requirement; however, families who report zero income are required to complete a written certification every 30 days. Participants can have no more than six months of \$0 income and remain in the program.

E. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the Authority will calculate the Total Tenant Payment by excluding the income of the person permanently confined to the nursing home and allowing no deductions for medical expenses of the confined family member.

F. REGULAR CONTRIBUTIONS AND GIFTS

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment.

Any contribution or gift received every month or more frequently will be considered a “regular” contribution or gift, unless the amount is less than \$500 per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter 7, “Verification Procedures,” for further definition.)

If the family’s expenses exceed its known income, the Authority will question the family about contributions and gifts.

G. ALIMONY AND CHILD SUPPORT

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

If the amount of child support or alimony received is less than the amount awarded by the court, the Authority must use the amount awarded by the court unless the family can verify that they are not receiving the full amount.

The Authority will accept as verification that the family is receiving an amount less than the award if:

The Authority receives verification from the agency responsible for enforcement or collection, or

The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.

It is the family's responsibility to supply a certified copy of the divorce decree.

H. LUMP-SUM RECEIPTS

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.

In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt the Authority will calculate prospectively if the family reported the payment within ten calendar days and retroactively to date of receipt if the receipt was not reported within that time frame.

If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an interim adjustment calculated as follows:

1. The entire lump-sum payment will be added to the annual income at the time of the interim.
2. The Authority will determine the percent of the year remaining until the next annual recertification as of the date of the interim (three months would be 25% of the year).
3. At the next annual recertification, the Authority will apply the percentage balance (75% in this example) to the lump sum and add it to the rest of the annual income.
4. The lump sum will be added in the same way for any interims which occur prior to the next annual recertification.

If a retroactive calculation is used:

1. The Authority will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.
2. The Authority will determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due the Authority.

The family has the choice of paying this “retroactive” amount to the Authority in a lump sum.

At the Authority’s option, the Authority may enter into a Repayment Agreement with the family.

The amount owed by the family is a collectible debt even if the family becomes unassisted.

The family’s attorney fees may be deducted from lump-sum payments when computing annual income if the attorney’s efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

I. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS

Contributions to company retirement/pension funds are handles as follows:

1. While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.
2. After retirement or termination or employment, count any amount the employee elects to receive as a lump sum.

J. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

The Authority must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. The Authority will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.

The Authority’s minimum threshold for counting assets disposed of for less than Fair Market value is \$1,000. If the total value of assets disposed of within a one-year period is less than \$1,000, they will not be considered an asset.

K. CHILD CARE EXPENSES

Child care expenses for children under 13 may be deducted from annual income if they enable an adult to work or attend school full time.

In the case of a child attending private school, only after-hours care can be counted as child care expenses.

Child care expenses cannot be allowed as a deduction if there is an adult household member capable of caring for the child who can provide the child care. Examples of those adult members who would be considered *unable* to care for the child include:

The abuser in a documented child abuse situation, or

A person with disabilities or older person unable to take care of a small child, as verified by a reliable knowledgeable source.

Allowability of deductions for child care expenses is based on the following guidelines:

Child care to work: The maximum child care expense allowed must be less than the amount earned by the person enabled to work. The “person enabled to work” will be the adult member of the household who earns the least amount of income from working.

Child care for school: The number of hours claimed for child care may not exceed the number of hours the family member is attending school (including one hour travel time to and from school).

Amount of Expense: The Authority will survey the local care providers in the community collect data as a guideline. If the hourly rate materially exceeds the guideline, the Authority may calculate the allowance using the guideline

L. MEDICAL EXPENSES

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

Nonprescription medicines will be counted toward medical expenses for families who qualify if the family furnishes legible receipts.

M. PRORATION OF ASSISTANCE FOR “MIXED” FAMILIES

Proration of assistance must be offered to any “mixed” applicant or participant family. A “mixed” family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

“Mixed” families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance. (See Chapter 12, “Recertifications.”) Applicant mixed families are entitled to prorated assistance. Families that become mixed after June 19, 1995 by addition of an ineligible member are entitled to prorated rental assistance.

Prorated Assistance Calculation

Prorated rental assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Total Tenant Payment is the gross rent minus the prorated assistance.

N. REDUCTION IN BENEFITS

If the family's benefits, such as social security, SSI, or AFDC, are reduced through no fault of the family, the Authority will use the net amount of the benefit.

If the family's benefits were reduced due to family error, omission, or misrepresentations, the Authority will use the gross amount of the benefit.

O. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

The same Utility Allowance Schedule is used for both Certificates and Vouchers.

The Utility allowance is intended to help defray the cost of utilities not included in the rent and is subtracted from Total Tenant Payment to establish the family's rent to the landlord. The allowances are based on actual rates and average consumption studies, not a family's actual consumption. The Authority will review the Utility Allowance Schedule on an annual basis and revise it if needed.

The approved utility allowance schedule is given to families along with their Certificate or Voucher. The utility allowance is based on the actual unit size selected.

Where families provide their own range and refrigerator, the Authority will establish an allowance adequate for the family to have purchased a good, serviceable used appliance in local market and have paid for it over a one year period of time.

Where the Utility Allowance exceeds the family's Total Tenant Payment, the Authority will provide a Utility Reimbursement Payment for the family each month. The check will be made out directly to the tenant unless the tenant has agreed, in writing, to a payment to the utility company.

Chapter 7

VERIFICATION PROCEDURES

INTRODUCTION

HUD regulations require that the factors of eligibility and Total Tenant Payment be verified by the Authority. Applicants and program participants must furnish proof of their statements whenever

required by the Authority, and the information they provide must be true and complete. The Authority's verification requirements are designed to maintain program integrity.

This chapter explains the Authority's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and when there are changes in family members. The Authority will ensure that proper authorization from the family is always obtained before making verification inquiries.

A. METHODS OF VERIFICATION AND TIME ALLOWED

The Authority will verify information through the four methods of verification acceptable to HUD in the following order:

1. Third-Party Written
2. Third-Party Oral
3. Review of Documents
4. Certifications/Self- Declaration

The Authority will allow two weeks for return of third-party verifications and two weeks to obtain other types of verifications before going to the next method.

For applicants, verifications may not be more than 60 days old at the time of Certificate/Voucher issuance. For participants, they are valid for 120 days from date of receipt.

Third-Party Written Verification

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the source are considered third party written verifications.

Third party verification forms will not be hand carried by the family under any circumstances except for computerized printouts from the following agencies:

Social Security Administration
Veterans Administration
Welfare Assistance
Unemployment Compensation Board
City or County Courts

Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to complete a contact form, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third party verification is not available, the Authority will compare the information to any documents provided by the Family. If provided by telephone, the Authority must originate the call.

Review of Documents

In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third-party within four weeks, the Authority will notate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a note to the file.

The Authority will accept the following documents from the family provided that the document is such that tampering would be easily noted:

Printed wage stubs
Computer print-outs from the employer
Signed letters (provided that the information is confirmed by phone)
Other documents noted in this chapter as acceptable verification

The Authority will accept FAXed documents.

The Authority will accept photo copies.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the Authority will utilize the third party verification.

The Authority will not delay the processing of an application beyond thirty days because a third party information provider does not return the verification in a timely manner.

Self-Certification/Self-Declaration

When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification.

Self-certification requires a notarized statement that must be witnessed.

B. RELEASE OF INFORMATION

The family will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information.

Each member requested to consent to the release of information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information requested by the Authority or HUD.

C. COMPUTER MATCHING

Where allowed by HUD and/or other State or local agencies, computer matching will be used as a method of information verification.

D. ITEMS TO BE VERIFIED

The following items will be verified in accordance with the procedures outlined above:

Identify

All income and household status data not specifically excluded by the regulations is to be annualized and current, with each re-certification and/or interim adjustment.

Zero-income status of household will require monthly reevaluation

All “non-earned” benefits for all household members

Full-time student status including High School students who are 18 or over

Income for all household members over 18 (non-students only). If over 18 and employed, only the first \$480 of annual income is included. Income includes:

1. Income includes “regular” contribution and gifts from sources outside of household, such as rent payment, utility payments, car payments, insurance payments, food payments, or cash contributions to any house hold member.
2. All self employment income (gross income = income less expense)
3. Lump sum payments from welfare or unemployment are counted as income
4. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
5. The full amount of periodic payments received from: social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar type of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment except lump sum insurance payments, lump sum health care payments or lump sum social security or SSI payments.
6. Amounts paid by state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the disabled family member at home are excluded.

Current assets including assets disposed of for less than fair market value in preceding two years.

Asset income for all minor children (over \$6000 annually) is included as part of family income.

Child care expense where it allows an adult family member to be employed or to further his/her education for children under 13 years of age.

Child support and alimony are considered income.

Total medical expenses of all family member in households whose head or spouse is elderly or disabled.

Payments in lieu of earnings, such as employment and disability compensation, workers compensation and severance pay.

Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus which allow an adult family member to be employed.

Amounts received under training programs funded by HUD are reported, but excluded.

U.S. citizenship/eligible immigrant status. Form 214

Social Security Numbers for all family members 6 years of age or older.

“Preference” status, based upon local preferences.

Familial status when needed for head or spouse definition.

Disability for determination of preferences, allowances or deductions.

E. VERIFICATION OF INCOME

This section defines the methods the Authority will use to verify various types of income.

Employment Income

Verification forms request the employer to specify the:

Dates of employment

Amount and frequency of pay

Date of the last pay increase

Anticipated rate change during next 12 months

Year to date earnings

Gross yearly income average

Acceptable methods of verification include, in this order:

1. Employment verification form completed by the employer
2. Check stubs or earning statements which indicate the employee’s gross pay, frequency of pay or year to date earnings
3. W-2 forms plus income tax return forms
4. Self-certifications or income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.

Applicant and program participants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income.

In cases where there are questions about the validity of information provided by the family, the Authority will require the most recent federal income tax statements.

Where doubt regarding income exists, a referral to IRS or other sources for confirmation will be made on a case-by-case basis.

Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

Acceptable methods of verification include, in this order:

1. Data will come automatically from MTCS transmittal
2. Benefit verification form completed by agency providing the benefits.
3. Award or benefit notification letters prepared and signed by the providing agency.
4. Computer report electronically obtained or in hard copy.
5. Bank statements for direct deposits.

NOTE: IRS will soon be connected to the MTCS system.

Unemployment Compensation

Acceptable methods of verification include, in this order:

1. Verification form completed by the unemployment compensation agency.
2. Computer printouts from unemployment office stating payment dates and amounts
3. Payment stubs.
4. Third party oral verification.

Welfare Payments or General Assistance

Acceptable methods of verification include, in this order:

1. Authority verification form completed by payment provider
2. Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.
3. Computer-generated Notice of Action.
4. Computer-generated list of recipients from Welfare Department.

Alimony or Child Support Payments

Acceptable methods of verification include, in this order:

1. Case summary from domestic relations
2. Certification from the person paying the support
3. Notarized statement from the tenant. Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

Net Income from a Business

In order to verify the net income from a business, the Authority will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months. If adequate proof of business income is not provided in a form acceptable to the Authority, the family will be determined ineligible.

Acceptable methods of verification include:

1. IRS Form 1040, including:
Schedule C (Small business)
Schedule E (Rental Property Income)
Schedule F (Farm Income)
2. If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.
3. Audited or unaudited financial statement(s) of the business.
4. Credit report or loan application.
5. Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.
6. Family's self-certification as to net income realized from the business during previous years.

Child Care Business

If an applicant/participant is operating a licensed day care business, income will be verified with any other business.

If the applicant/participant is operating a “cash and carry” operation (which may or may not be licensed), the Authority will require that the applicant/participant complete a form for each customer which indicates: name of person(s) whose child (children) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid and signature of person.

If the family has filed a tax return, the family will be required to provide it.

The Authority will conduct interim reevaluations every 120 days and require the participant to provide a log with the information about customers and income.

If child care services were terminated, a third-party verification will be sent to the parent whose child was cared for.

Recurring Gifts

The family must furnish a self-certification which contains the following information:

- The person who provides the gifts
- The value of the gifts
- The regularity (dates) of the gifts
- The purpose of the gifts

Zero Income Status

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, AFDC, SSI, etc. are not being received by the household.

The Authority will request information from the IRS.

A claim of zero income will require monthly reevaluation. Zero income participants will only be allowed six months of zero income and still remain in the program.

The Authority may check records of other departments in the jurisdiction (such as government utilities) that have information about income sources of customers.

Full-Time Students Status

Only the first \$480 of the earned income of full time students, other than head or spouse, will be counted towards family income.

Financial aid, scholarships, and grants received by full time students is not counted towards family income.

Verification of full time student status includes:

1. Certification completed by school.
2. School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

F. INCOME FROM ASSETS

Savings Account Interest Income and Dividends

Will be verified by:

1. Certification completed by financial institution.
2. Account statements, passbooks, certificates of deposit, or Authority verification forms completed by the financial institution.
3. IRS Form 1099 from the financial institution, provided that the Authority must adjust the information to project earnings expected for the next 12 months.

Interest Income from Mortgages or Similar Arrangements

1. Certification completed by financial organization
2. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown).
3. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

Net Rental Income from Property Owned by Family

1. IRS Form 1040 with Schedule E (Rental Income)
2. Copies of latest rent receipts, leases, or other documentation of rent amounts
3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.
4. Lessee's written statement verifying rent payments to the family and family's self-certification as to net income realized.

G. VERIFICATION OF ASSETS

Family Assets

The Authority will require the necessary information to determine the current cash value, (the net amount the family would receive if the asset were converted to cash and all penalties for early withdrawal considered):

1. Verification forms, letters, or documents from a financial institution or broker.
2. Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
3. Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.
4. Real estate tax statements if the approximate current market value can be deduced from assessment.
5. Financial statements for business assets.
6. Copies of closing document showing the selling price and the distribution of the sale proceeds.
7. Appraisals of personal property held as an investment.
8. Family's self-certification describing assets or cash held at the family's home or in safe deposit box.

Assets Disposed of for Less than Fair Market Value (FMV)

This type of disposition will be considered if it was completed within two years preceding the effective date of certification or recertification.

1. For all Certifications and Recertifications, the Authority will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.
2. If the family certifies that they have disposed of assets for less than fair market value, verification is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

Child Care Expenses

1. Certification form.
2. Written verification from the person who receives the payments is required. If the child care provider is an individual, she/he must provide a statement of the amount they are charging the family for their services.
3. Verifications must specify the child care provider's name, address, telephone number, social security number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.
3. Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside resources.

Medical Expenses

Families who claim medical expenses or expenses to assist a person(s) with disability will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

1. Family needs to supply name and address of expense source so that Authority can send for written verification by a doctor, hospital, or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.
2. Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.
3. For attendant care:
 - a. A physician's statement that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.
 - b. Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

4. Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months. (Required-Section 8 to mail to source).
5. Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.
6. Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. Authority may use this approach for “general medical expenses” such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous years.
7. The Authority will use mileage at the IRS rate, or cab, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

Assistance to Persons with Disabilities

1. In All Cases:

- (a) Physician’s statement that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.
- (b) Family’s certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

2. Attendant Care:

- (a) Attendant’s written certification of amount received from the family, frequency of receipt, and hours of care provided.
- (b) Certification of family and attendant and/or copies of canceled checks family used to make payments.

3. Auxiliary Apparatus:

- (a) Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.
- (b) In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

I. VERIFYING NON-FINANCIAL FACTORS

Verification of Legal Identity

In order to prevent program abuse, the Authority will require applicants to furnish verification of legal identity for all family members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

- Certificate of Birth, naturalization papers
- Church issued baptismal certificate
- Current, valid Driver's license
- U.S. military discharge (DD 214)
- U.S. Passport
- Voter's registration
- Company/agency Identification card
- Hospital records

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

- Certificate of Birth
- Adoption papers
- Custody Agreement
- Health and Human Services ID
- School records

Verification of Marital Status

Verification of marriage status is a marriage certificate

Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.

Verification of a separation may be a copy of court-ordered maintenance or other records.

Familial Relationships

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

The following verifications will always be required if applicable:

Verification of relationship:

Official identification showing names
Birth certificates
Baptismal certificates

Verification of Guardianship is:

Court-ordered assignment
Affidavit of parent
Verification from social services agency
School records

Evidence of a stable family relationship:

Joint bank accounts or other shared financial transactions
Leases or other evidence of prior cohabitation
Credit report showing relationship

Verification of Permanent Absence of Adult Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, the Authority may request any of the following as verification:

1. Husband or wife institutes divorce action.
2. Husband or wife institutes legal separation.
3. Order of protection/restraining order obtained by one family member against another.
4. Proof of another home address, such as utility bills, canceled checks for rent, drivers license, or lease or rental agreement, if available.
5. Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location.
6. If no other proof can be provided, the Authority will accept a self-certification from the family.
7. If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

Verification of Change in Family Composition

The Authority may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources and completing a “personal declaration”.

Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102 (7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001 (7) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker, using the HUD language as the verification format.

Verification of Citizenship/Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the Authority hearing is pending.

- (a) Citizens or Nationals of the United States are required to sign a declaration (214 form) under penalty of perjury. The Authority will not require citizens to provide documentation of citizenship.
- (b) Eligible Immigrants who were Participants and 62 or over on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.
- (c) Non Citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The Authority verifies the status through the INS SAVE system. If this primary verification fails to verify status, the Authority must request within ten days that the INS conduct a manual search.
- (d) Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.
- (e) Noncitizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

Failure to Provide. If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification. For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination. For participants, it is done at the first regular recertification after June 19, 1995. For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial Authority does not supply the documents, the Authority must conduct the determination.

Extensions of Time to Provide Documents. Extensions must be given for persons who declare their eligible immigration status but need time to obtain the required documents. The length of the extension shall be based on individual circumstances. The Authority will generally allow up to 10 days to provide the document or a receipt issued by the INS for issuance of replacement.

Acceptable Documents of Eligible Immigration. The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688)
- Employment Authorization Card (I-688B)
- Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigration status must be kept five years.

The Authority will verify the eligibility of a family member at any time such eligibility is in question, without regard to the position of the family on the waiting list.

If the Authority determines that a family member has knowingly permitted another individual who is not eligible for assistance to reside permanently in the family's unit, the family's assistance will be terminated for 24 months, unless the ineligible individual has already been considered in prorating the family's assistance.

Verification of Social Security Numbers

Social Security numbers must be provided as a condition of eligibility for all family members age six and over if they have been issued a number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration. If a family

member cannot produce a Social Security Card, only the documents listed below showing his or her Social Security Number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

Verification of benefits or Social Security Number from Social Security Administration

Identification card issued by a Federal, State, or local agency

Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)

An identification card issued by an employer or trade union-if this agency verifies authenticity of number

An identification card issued by a medical insurance company

Earnings statements or payroll stubs

Bank statements

IRS Form 1099

Benefit award letters from government agencies

Retirement benefit letter

Life insurance policies

Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records

New family members ages six and older will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provide at the time the change in family composition is reported to the Authority.

If an applicant or participant is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or participant must sign a certification to that effect provided by the Authority. The applicant/participant or family member will have an additional 60 days to provide proof of the Social Security Number. If they fail to provide this documentation, the family's assistance will be terminated.

In the case of an individual at least 62 years of age, the Authority may grant an extension for an additional 60 days to a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the family's assistance will be terminated.

If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect.

Medical Need for Larger Unit

A written certification that larger unit is necessary must be obtained from a reliable, knowledgeable professional.

J. WAITING LIST PREFERENCES

A local preference, as specified in Chapter 4, will be used by the Authority to select among applicants and can only be adopted after a public hearing.

In order to verify that an applicant is a resident, the Authority will require a minimum of 3 of the following documents: rent receipt, leases, utility bills, employer or agency records, school records, drivers licenses, voters registration records, credit reports, statement from household with whom the family is residing.

Chapter 8

CERTIFICATE/VOUCHER ISSUANCE AND BRIEFINGS

INTRODUCTION

The Authority's objectives are to assure the families selected to participate are successful in obtaining an acceptable housing unit, and that they have sufficient knowledge to derive maximum benefit from the program and to comply with program requirements.

When families have been determined to be eligible, the Authority will conduct a mandatory briefing to ensure that families know how the program works. The briefing will provide a broad description of owner and family responsibilities, Authority procedures, and how to lease a unit. The family will also receive a briefing packet which provides more detailed information about the program.

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.

A. ISSUANCE OF CERTIFICATES/VOUCHERS

When funding is available, the Authority will issue Certificates and Vouchers to applicants whose eligibility has been determined. The issuance of Certificates and Vouchers must be within the dollar limitations set by the ACC budget.

The number of Certificates and Vouchers issued to ensure that the Authority stays close as possible to 100% lease-up. The Authority performs a monthly calculation manually to determine whether applications can be processed, the number of Certificates and Vouchers that can be issued, and to what extent the Authority can over-issue (issue more Certificates or Vouchers than the budget allows).

B. BRIEFING TYPES AND REQUIRED ATTENDANCE

Initial Applicant Briefing

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 group and individual meetings. Families who attend group briefings and still have the need for individual assistance will be referred to the Section 8 Coordinator.

Briefings for the Certificate Program and the Voucher Program will be held separately and will be conducted in English.

The purpose of the briefing is to explain the documents in the Certificate/Voucher holder's packet

to 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.

The Authority will not issue a Certificate or Voucher to a family unless the household representative has attended a briefing and signed the Certificate or Voucher. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend two scheduled briefings, without prior notification and approval of the Authority, may be denied admission based on failure to supply information needed for certification. The Authority will conduct individual briefings for families with disabilities at their home, upon request by the family, if required for reasonable accommodation.

Briefing Packet

The documents and information provided in the briefing packets for both the Certificate and Voucher programs will comply with all HUD requirements. The Authority may also include other pertinent information and/or materials which are not required by HUD.

The family will be provided with the following information and material.

1. The term of the certificate or voucher, and the Authority policy for requesting extensions to the term of the certificate or voucher or suspensions of the certificate/voucher
2. A description of the method used to calculate the assistance payment, information on Fair Market Rents (certificate program), payment standards (voucher program), and utility allowance.
3. How the maximum allowable rent is determined, including the rent reasonableness standard.
4. Guidance and materials to assist the family in selecting a unit, such as proximity to employment, public transportation, schools, shopping, and the accessibility of services. Guidance will also be provided to assist the family to evaluate the prospective unit, such as the condition, whether the rent is reasonable, average utility expense, energy efficiency, and security.
5. The boundaries of the geographical area in which the family may lease a unit including an explanation of portability.
6. The Authority model lease and HUD lease addendum.
7. The Request for Lease Approval form, and a description of the procedures for requesting approval for a unit.

8. The Authority policy on providing information about families to prospective owners.
9. The Subsidy Standards, when and how exceptions are made and how the certificate or voucher size relates to the unit size selected.
10. The HUD brochure, “ A Good Place to Live” on how to select a unit that complies with HQS.
11. The HUD brochure on lead-based paint and information about where blood level testing is available.
12. Information on federal, state and local equal opportunity laws, the form for reporting suspected discrimination and the phone numbers of the local fair housing agency and the HUD enforcement office.
13. A list of landlords or other parties willing to lease to assisted families for help in the search and known units available for the size certificate or voucher issued.
14. If the family includes a person with disabilities, notice that the Authority will provide assistance in locating accessible units and a list of available accessible units known to the Authority.
15. The family obligations under the program.
16. The grounds for termination of assistance because of family action or failure to act.
17. When the Authority is required to offer an informal hearing, how to request the hearing, and the hearing procedures.
18. Requirements for reporting changes between certifications.

Other Information to be Provided at the Briefing

The person conducting the briefing will also describe how the program works and the relationship between the family and the owner, the family and the Authority, and the Authority and the owner.

The briefing presentation emphasizes:

Family owner responsibilities

Where a family may lease a unit inside and outside its jurisdiction

How portability works for families eligible to exercise portability

Advantages to moving to area with low concentration of poor families if family is living in

a high poverty census tract in the Authority's jurisdiction

Exercising choice in residency

Choosing a unit carefully and only after due consideration

The Family Self- Sufficiency program and its advantages

If the family includes a person with disabilities, the Authority will ensure compliance with all applicable accessibility requirements to ensure effective communication.

At the briefing, families are encouraged to search for housing in non-impacted areas and the Authority will provide assistance to families who wish to do so.

C. SECURITY DEPOSIT REQUIREMENTS

Leases Effective Prior to October 2, 1995

The amount of Security Deposit which could have been collected by owners under contracts effective prior to October 2, 1995 is:

Under the Certificate Program, the owner could have collected a Security Deposit in an amount not to exceed Total Tenant Payment or \$50.00, whichever is greater, for non-lease-in-place families.

For the Voucher Program, the owner, at his/her discretion, could have collected a Security Deposit in an amount not to exceed the greater of 30% of adjusted monthly income or \$50 for non-lease-in-place families.

Leases Effective on or after October 2, 1995

Security deposits charged by owners may not exceed those charged to unassisted tenants (or the maximum prescribed by State or local law).

For lease-in-place families, responsibility for first and last month's rent is not considered a security deposit issue. The program will not allow property owners to collect a last month's rent in advance.

D. TERM OF CERTIFICATE/VOUCHER

During the briefing session, each household will be issued a Certificate or Voucher which represents a contractual agreement between the Authority and the 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.

Expirations

The Certificate/Voucher is valid for a period of sixty calendar days from the date of issuance. The family must submit a Request for Lease Approval and Lease within the sixty-day period unless an extension has been granted by the Authority.

If the Certificate or Voucher has expired, and has not been extended by the Authority or expires after an extension, the family will be denied assistance. The family will not be entitled to a review or hearing. If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect.

Suspensions

When a Request for Lease Approval is received, the Authority will deduct the number of days required to process the request from the 60 day term of the certificate/voucher.

Extensions

The Authority will grant extensions to certificates or vouchers. All requests for extensions must be received prior to the expiration date of the Certificate/Voucher.

Extensions are permissible at the discretion of the Authority up to a maximum of 120 days, primarily for these reasons:

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 if required.

The Authority is satisfied that the family has made a reasonable effort to locate a unit, including seeking the assistance of the Authority, throughout the initial sixty-day period.

The family was prevented from finding a unit due to disability accessibility requirements.

The Authority extends in one or more increments. Unless approved by the Section 8 Coordinator, no more than two extensions of thirty days or less will be granted and never for a total of more than an additional sixty days without HUD approval.

The Authority will request HUD approval to extend the Certificate or Voucher beyond an additional 60 days.

Assistance to Certificate/Voucher Holders

Families who require additional assistance during their search may call the Authority to request assistance. Certificate and Voucher holders will be notified at their briefing session that the Authority periodically updates the listing of available units and how the updated list may be obtained.

E. INTERCHAGEABILITY BETWEEN CERTIFICATE AND VOUCHER

NOTE: Interchangeability of certificates/vouchers is not required by HUD, but is at the Authority's option. If the Authority elects to use interchangeability, the family may request a change from certificate to voucher or vice versa while searching for housing or while under lease and contract.

The Family may request a change in the form of assistance, from Certificate to Voucher, or from Voucher to Certificate, either during the initial search period and/or while occupying a unit under Lease and Contract.

If the Family asks to change the form of assistance, the Authority will determine if the requested form of assistance is available and will notify the Family within ten calendar days. If the Authority denies the family's request, an informal hearing will not be offered.

A transfer list for interchangeability requests will be maintained as needed when funding is not available.

During the initial search period or the move process, the family may only change the form of assistance issued two times.

In the case of a family not yet under contract, the Authority will issue the new form of assistance for the time remaining on the current Certificate or Voucher.

The family will be permitted to change the form of assistance in place.

The Family will be required to attend a briefing for the new form of assistance and, if changing in place, a new lease and contract will be executed.

The family will only be permitted to change the form of assistance in place to reduce their share of the rent but not to increase rent to owner.

F. CERTIFICATE/VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS

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, the Authority shall consider the following factors to determine which of the families will continue to be assisted:

1. Which of the two new family units has custody of dependent children.
2. Which family member was the head of household when the Certificate or Voucher was initially issued (listed on the initial application).

3. The composition of the new family units, and which unit contains elderly or disabled members.
4. Whether domestic violence was involved in the breakup.
5. Which family members remain in the unit.
6. Recommendations of social service professionals.

Documentation of these factors will be the responsibility of the requesting parties.

If the documentation is not provided, the Authority will terminate assistance on the basis of failure to provide information necessary for a recertification.

Where the breakup of the family also results in a reduction of the size of the Certificate, the family will be required to move to a smaller unit if the current landlord is unwilling to accept the rent level of the smaller sized certificate.

G. REMAINING MEMBER OF TENANT FAMILY-RETENTION OF CERTIFICATE/VOUCHER

To be considered the remaining member of the tenant family, the person must have been previously approved by the Authority 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.

In order for a minor child to continue to receive assistance as a remaining family member:

1. Have attained the age of 18 years, or
2. The Authority has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child(ren) for an indefinite period, and
3. Have demonstrated capacity to pay at least the minimum amount of \$50.

A reduction in family size may require a reduction in the certificate or voucher size.

Chapter 9

REQUEST FOR LEASE, APPROVAL AND CONTRACT EXECUTION

INTRODUCTION

After families are issued a certificate or voucher, they may search for a unit anywhere within the jurisdiction of the Authority. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments Contract with the Authority.

This Chapter defines the types of eligible housing, the Authority's policies which pertain to initial inspections, lease requirements, owner disapproval, and the processing of Requests for Lease Approval (RLA).

A. REQUEST FOR LEASE APPROVAL

The Request for Lease Approval (RLA) and a copy of the proposed Lease must be submitted by the family during the term of the certificate or voucher.

The Request for Lease Approval must be signed by both the owner and Certificate/Voucher holder. The lease may be executed up to 60 days prior to contract execution but cannot be executed without approval of the Authority.

The Authority will not permit the family to submit more than one RLA at a time.

The Authority will review the documents to determine whether or not they are approvable. For the Certificate Program, the Authority will determine that the Gross Rent is within the applicable FMR (unless an exception rent is approved).

The Request will be approved if:

1. The unit is eligible type of housing.
2. The unit meets HUD's Housing Quality Standards (and any additional criteria as identified in this Administrative Plan).
3. The rent is reasonable.
4. The security deposit amount is approvable.
5. The proposed lease complies with HUD, Authority and State and Local requirements.

6. The owner is approvable, and there are no conflicts of interest.
7. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the Housing Authority has determined (and has not notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

Disapproval of RLA

If the Authority determines that the Request cannot be approved for any reason, the landlord and the family will be notified in writing. The Authority will instruct the owner and family of the steps that are necessary to approve the Request.

The owner will be given ten calendar days to submit an approvable RLA from the date of disapproval.

When, for any reason, an RLA is not approved, the Authority will furnish another RLA form to the family along with the notice of disapproval so that the family can continue to search for eligible housing.

The time limit on the Voucher will be suspended while the RLA is being processed.

B. ELIGIBILITY OF HOUSING

The Authority will approve any of the following types of housing in the Voucher programs:

All structure types can be utilized.

Manufactured homes where the tenant leases the mobile home and the pad.

Manufactured homes where the tenant owns the mobile home and leases the pad.

Independent Group Residences

Congregate facilities (only the shelter rent is assisted).

Single Room Occupancy

Units owned (but not subsidized) by the Authority (following HUD-prescribed requirements).

A family can own a rental unit but cannot reside in it while being assisted, except for manufactured homes when the tenant owns the mobile home and leases the pad. A family may lease in and have an interest in a cooperative housing development.

The Authority may not permit a Voucher holder to lease a unit which is receiving Project-Based Section 8 assistance or any duplicative rental subsidies.

The Authority will not approve:

A unit occupied by the owner or by any person with an interest in the unit, other than manufactured homes described above.

Nursing homes or other institutions that provide care

School dormitories and institutional housing

Any other types of housing prohibited by HUD

C. LEASE REVIEW

The Authority will review the lease, particularly noting the approvability of optional charges and compliance with regulations and State/local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the Request for Lease Approval.

Owners may either submit their own lease or permit the Authority to furnish the lease. In cases where the owner's lease is used, the HUD lease addendum must be attached and executed.

The Authority will encourage owners to use a sample lease provided by the Authority which includes the HUD-mandated language. House Rules of the owner may be attached to the lease as an addendum, provided they are approved by the Authority to ensure they do not violate any fair housing HUD provisions.

Separate Agreements

Separate agreements are not necessarily illegal side agreements. Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease.

Owners and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by the Authority.

Any appliances, services, or other items which are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher, or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. For there to be a separate agreement, the family must have the option of not utilizing the service, appliances or other item.

The Authority is not liable for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction.

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed.

All agreements for special items or services must be attached to the lease approved by the Authority. If agreements are entered into a later date, they must be approved by the Authority and attached to the lease.

The Authority will not approve separate agreements for modifications to the unit for persons with disabilities. The modifications are usually within the dwelling and are critical to the use of the dwelling.

If the owner makes modifications to the unit, the costs should be recovered through the rent collected, not by having the tenant pay for the modifications. Exception would be considered if the modifications are such that they most likely would be removed if the tenant moved out.

D. INITIAL INSPECTOINS

See Chapter 10, "Housing Quality Standards and Inspections."

E. RENT LIMITATIONS

In the Certificate program, Authority may approve exception rents that are up to 10% above the FMR for no more than 20% of budgeted units.

Exception Rents will be utilized to:

1. Expand housing opportunities for families to move from poverty-impacted areas.
2. Make accessible units available to persons with disabilities.
3. Increase the housing choices available to low-income families.

Rent reasonableness will still be used as a measure of whether the rent is approvable.

The Authority tracks all units for which and Exception Rent is approved manually to assure that not more than 20% of the units under the Certificate program (based on the number of units shown on Line 4 of the last budget submitted to HUD) have received approval for rents which exceed the FMR by up to 10%.

For the Certificate and Voucher programs, the Authority will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease on the private unassisted market, and the rent charged by the owner for a comparable assisted or unassisted unit in the building or premises.

F. DISAPPROVAL OF PROPOSED RENT

In the Certificate Programs, if the Gross Rent proposed exceeds the FMR, the Authority may suggest that the owner reduce the Contract Rent or include some or all utilities in Contract Rent.

If the owner accepts the offer of a revised rent, the Authority will continue processing the Request for Lease Approval and Lease. If the revised rent involves a change in the provision of

utilities, a new Request for Lease Approval must be submitted by the owner.

If the owner is not willing to reduce or adjust the rent and the Authority is satisfied that the requested rent meets the test of rent reasonableness and is less than 110% of FMR and the Authority has remaining "Exception Rent" authority, the

Authority may approve the Exception Rent. If the unit chosen has more bedrooms than the Certificate size, Exception rent will not be granted.

If the exception rent is not an option (because of the size of the unit, or because the reasonable rent exceeds the exception rent, or because the Authority has no authority left), and the family and landlord agree, the family may change from a Certificate to a Voucher in order to lease the unit with assistance if the Authority has Voucher funding available.

If the owner does not agree on the Contract Rent after the Authority has tried and failed to negotiate a revised rent, the Authority will inform the family and owner that the lease is disapproved.

G. INFORMATION TO OWNERS

The Authority is required to provide prospective owners with the address of the applicant and the names and addresses of the current and previous landlord if known.

The Authority will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

The Authority will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, eviction history, damage to units, and other factors related to the family's suitability as a tenant.

The Authority will provide documented information regarding tenancy history to prospective landlords upon written request from the landlord.

H. OWNER DISAPPROVAL

For purposes of this section, "owner" includes a principal or other interested party.

The Authority will disapprove the owner for the following reasons:

Any related agency has informed the Authority that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

HUD has informed the Authority that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.

HUD has informed the Authority that a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

The owner has violated obligations under a housing assistance payments contract under

Section 8 of the 1937 Act (42 U.S.C. 1437f).

The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.

The owner has engaged in drug trafficking.

The owner has a history of practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.

The owner has a history or practice of renting units that fail to meet State or local housing codes.

The owner has not paid State or local real estate taxes, fines, or assessments.

I. CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE

When the family reports changes in factors that will affect the Total Tenant Payment (TTP) prior to the effective date of the HAP contract, the information will be verified and the TTP will be recalculated. If the family does not report any change, the Authority need not obtain new verifications before signing the HAP Contract, even if verifications are more than 60 days old.

J. CONTRACT EXECUTION PROCESS

The Authority prepares the Housing Assistance Contract for execution. The family and the owner will execute the Lease agreement, and the owner and the Authority will execute the HAP Contract. Copies of the documents will be furnished to the parties who signed the respective documents.

The Authority will provide group briefings for new owners and any other owners who wish to attend on a periodic basis.

The Authority makes every effort to execute the HAP Contract before the commencement of the lease term. The HAP Contract may not be executed more than 60 days after commencement of the lease term and no payment will be made until the contract is executed.

The following Authority representatives are authorized to execute a contract on behalf of the Authority: the Section 8 Director and Executive Director.

Owners must provide the current address of their residence (not a Post Office Box).

The owner must provide a business or home telephone number.

Owners must provide an Employer Identification Number or Social Security Number. Owners will provide certification relevant to their ownership of the property as required by the Authority.

K. CHANGE IN OWNERSHIP

A change in ownership does not require execution of a new contract.

The Authority will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title and the Employer Identification Number or Social Security number of the new owner.

The Authority must receive a written request by the old owner in order to change the HAP payee and/or the address to which payment is to be sent.

Chapter 10

HOUSING QUALITY STANDARDS AND INSPECTIONS

INTRODUCTIONS

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as the unit.

These minimum Standards may be enhanced by the Authority, provided that by doing so, the Authority does not overly restrict the number of units available for lease under the program. The use of the term “HQS” in this Administrative Plan refers to the combination of both HUD and Authority requirements. This chapter describes the Authority’s procedures for performing HQS and other types of inspections, and standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners.

A. GUIDELINES/TYPES OF INSPECTIONS

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards.

All utilities must be in service when the unit is inspected.

The stove and refrigerator may be supplied by the owner or tenant. If owner supplied, it must be present when the unit is inspected.

The Authority will allow the refrigerator to be placed in the unit after the inspection if the family certified the appliance is working according to the Housing Quality Standards. The Authority will not conduct a reinspection.

Owner must have copy of rental permit (use and occupancy certificate) and proof of ownership (property tax bill and/or deed).

There are five types of inspections the Authority will perform:

1. Initial/Move-in: Conducted upon receipt of Request for Lease Approval.
2. Annual: Must be conducted within 12 months of the previous HQS or initial/move] inspection.
3. Special/Complaint: At the request of owner, family or an agency or third-party.

4. Damage Claim/Vacate: At landlord's or tenant's request/ if claim is to be submitted/ always for contracts effective before 10/2/95 only for damages paid by the Authority to document damages for contracts effective as of 10/2//95 for possible tenant termination.
5. Quality Control: A quality control inspection will be conducted for 5 percent of all units which have been inspected.

B. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS

The Authority adheres to acceptability criteria in the program regulations and HUD inspection booklet.

C. INSPECTIONS

The Authority conducts an inspection in accordance with Housing Quality Standards at least annually, up to 120 days prior to the anniversary month of the contract. Special inspections may be scheduled between anniversary dates.

HQS deficiencies which cause a unit to fail must be corrected by the landlord unless it is a fail for which the tenant is responsible. The family is only responsible for breaches of HQS which are caused by:

Non-payment of utilities paid by the family,

Not providing, or failing to maintain, appliances not provided by the owner, and

Damages to the unit or premises caused by a household member or guest beyond normal wear and tear.

The family must allow the Authority to inspect the unit at reasonable times with reasonable notice.

Inspections will be conducted on business days only.

Reasonable hours to conduct an inspection are between 8:30 a.m. and 4:30 p.m. unless agreed to differently by the tenant and Authority.

The Authority will notify the family in writing at least five days prior to the inspection.

Inspections

The family and owner are notified of the date and time of the inspection appointment by mail or telephone. If the family is unable to present, they must reschedule the appointment so that the inspection is completed within 14 days.

If the family does not contact the Authority to reschedule the inspection, or if the family misses two inspection appointments, the Authority will consider the family to have violated a Family Obligation and their assistance will be terminated in accordance with the termination procedures in the plan.

Time Standards for Repairs

1. Emergency items which endanger the family's health or safety must be corrected within 24 hours of notification.
2. For non-emergency items, repairs must be made within 30 days.
3. For major repairs, the Section 8 Coordinator may approve an extension beyond 30 days.

D. EMERGENCY REPAIR ITEMS

The following items are considered of an emergency nature and must be corrected by the owner or tenant (whichever 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
- Lack of heat due to inoperable heating system
- Utilities not in service
- No running water
- Broken glass where someone could be injured
- Obstacle which prevents tenant's entrance or exit
- Lack of functioning toilet

The Authority may give a short extension 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 threats to public safety, and the responsible party cannot be notified or it is important to effect the repair, proper authorities will be notified by the Authority.

If the emergency repair item(s) are not corrected in the time period required by the Authority, 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 Authority, and it is an HQS breach which is a family obligation, the Authority will terminate the assistance to the family and the owner's payment will not be abated for the breach of HQS.

E. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS)

When it has been determined that a unit on the program fails to meet Housing Quality Standards, and the owner is responsible for completing the necessary repair(s) in the time period specified by the Authority, the assistance payment to the owner will be abated.

Abatement

A Notice of Abatement will be sent to the owner, and the abatement will be effective from the day after the date of the failed inspection. The notice is generally for 60 days, depending on the nature of the repair(s) needed.

The Authority will inspect abated units within five days of the owner's notification that the work has been completed.

If the owner makes repairs during the abatement period, payment will resume on the day the unit passes inspection.

The owner and family will be notified of the re-inspection date.

No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply with HQS. The notice of abatement states that the tenant is not responsible for the Authority's portion of rent that is abated.

The Authority will grant an extension in lieu of abatement in the following cases:

The owner has a good history of HQS compliance.

The failed items are minor in nature.

There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services.

The owner makes a good faith effort to make the repairs.

The repairs are expensive (such as exterior painting or roof repair) and the owner needs time to obtain the funds.

The repairs must be delayed due to climate conditions.

The extension will be made for a period of time not to exceed 30 days. At the end of that time, at the Authority's discretion, if the work is not completed or substantially completed, the Authority will begin the abatement process.

Termination of Contract

If the owner is responsible for repairs, and fails to correct all the deficiencies cited prior to the end of the abatement period, the owner will be sent a HAP Contract Termination notice. Prior to the effective date of the termination, the abatement will remain in effect.

If repairs are completed before the effective termination date, the termination will be rescinded by the Authority if the tenant chooses to remain in the unit. Only one HQS inspection will be conducted after the termination notice is issued.

E. DETERMINATION OF RESPONSIBILITY

Certain deficiencies are considered the responsibility of the family:

Tenant-paid utilities not in service

Failure to provide or maintain family-supplied appliances

Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. Normal wear and tear is defined in Chapter 17, "Claims, Move-Out and Close-Out Inspections".

The owner is responsible for all other HQS violations.

The owner is responsible for vermin infestation even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. The Authority may terminate the family's assistance on that basis.

If the family is responsible but the owner carries out the repairs, the owner will be encouraged to bill the family for the cost of the repairs and the family's file will be noted.

G. CONSEQUENCES IF FAMILY IS RESPONSIBLE

If non-emergency violations of HQS are determined to be the responsibility of the family, the Authority will require the family make any repair(s) or corrections within 30 days. If the repair(s) or correction(s) are not made in this time period, the Authority will terminate assistance to the family. Extensions in these cases must be approved by the Section 8 Coordinator. The owner's rent will not be abated for items which are the family's responsibility.

If the tenant is responsible and corrections are not made, the HAP Contract will terminate when assistance is terminated.

H. INITIAL HQS INSPECTION

The Initial Inspection will be conducted to:

Determine if the unit and property meet the HQS defined in this plan.

Document the current condition of the unit as a basis to evaluate whether the future condition of the unit exceeds normal wear and tear

Document the information to be used for determination of rent-reasonableness

If the unit fails the initial Housing Quality Standards inspection, the owner will be advised to notify the Authority once repairs are completed.

On an initial inspection, the owner will be given up to 30 days to correct the items that failed, at the Inspector's discretion, depending on the amount and complexity of work to be done.

The owner will be allowed up to two reinspections for repair work to be completed.

If the time period given by the Inspector to correct the repairs has elapsed, or the maximum number of failed reinspections has occurred, the family must select another unit.

I. ANNUAL HQS INSPECTION

Rent Increases

The Authority will conduct an inspection using the Housing Quality Standards at least annually prior to the anniversary month of the contract. Contract rent increases in the Certificate program may not be given until the unit passes the HQS. Rent increase requests in the voucher program will not be approved if the unit is in a failed condition.

J. SPECIAL/COMPLAINT INSPECTIONS

If any time the family or owner notifies the Authority that the unit does not meet Housing Quality Standards, the Authority will conduct an inspection.

The Authority may also conduct a special inspection based on information from third parties such as neighbors or public officials.

The Authority will inspect only the items which were reported, but if the inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

If the anniversary date is within 120 days of a special inspection, the special inspection will be categorized as annual and all annual procedures will be followed.

K. QUALITY CONTROL INSPECTIONS

Quality Control inspections will be performed by the Section 8 Coordinator and/or his/her designee on at least 5 percent of the units of each inspector. 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.

Chapter 11

OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

INTRODUCTIONS

The Authority is responsible to ensure that the rents charged by owners are reasonable based upon objective comparables in the rental market. When the Authority has determined that the unit meets the minimum HQS, that the lease is approvable, and that the rent is reasonable, it will make timely payments to the owner and notify the owner of the procedures for rent adjustments in the Certificate and Voucher programs.

This chapter explains the Authority's procedures for determination of rent-reasonableness, payments to owners, adjustments to the Payment Standards, and rent adjustments.

A. OWNER PAYMENT IN THE CERTIFICATE PROGRAM

The payment to the landlord, called the Housing Assistance Payment, is the Contract Rent approved by the Authority less the Tenant Rent determined by the Authority.

B. OWNER PAYMENT IN THE VOUCHER PROGRAM

The maximum subsidy for each family is determined by the Payment Standard for the Voucher size issued to the family, less 30% of the family's Monthly Adjusted Income. The actual subsidy level could be less if the family is required to pay the Minimum Total Tenant Payment (10% of the family's Monthly Income).

The Voucher size issued to the family is based on the Authority's Subsidy Standards. The payment standard for the family is based on the lesser of the Payment Standard for the Voucher size issued and the Payment Standard for the unit selected.

The Housing Assistance Payment to the owner is the lesser of the subsidy described above or the rent charged by the owner.

C. MAKING PAYMENTS TO OWNERS

Once the HAP contract is executed, the Authority begins processing payments to the landlord. The effective date and the amount of the Authority payment is contained in the contract. A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. Changes are made automatically to the HAP Register for the following month. Checks are disbursed by Accounting to the owner each month.

Checks will only be disbursed on the first of the month. Exceptions may be made within the approval of the Executive Director in cases of hardship.

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.

D. RENT REASONABLENESS DETERMINATIONS

Rent reasonableness determinations are made when units are placed under HAP Contract for the first time, when owners request annual or special contract rent adjustments under the Certificate Program, and when an owner requests a rent increase for in the Voucher Program.

For the Certificate and Voucher Programs, the Authority will determine and document on a case-by-case basis that the approved rent:

1. Does not exceed rents currently charged on new leases by the same owner for an equivalent assisted or unassisted unit in the same building or complex, and
2. Is reasonable in relation to rents currently charged by other owners for comparable units in the unassisted market.

At least two or three comparable units will be used for each rent determination, one of which must be from the first category above if possible. All comparables must be based on the rent that the unit would command if leased in the current market. Leased in the current market means that the unit has been leased within the last 90 days.

The data for other unassisted units will be gathered from newspapers, realtors, professional associations, inquiries of owners, market surveys, and other available sources.

The market areas for rent reasonableness are boroughs and townships within the Authority's jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area.

The following items may be used for rent reasonableness documentation:

- Square footage (if available)
- Number of bedrooms
- Facilities
- Location
- Number of Bathrooms
- Quality
- Amenities
- Date Built (if available)
- Unit Type
- Management and Maintenance Services

The Authority maintains a file which includes data on unassisted units for use by staff making rent reasonableness determinations. The data is updated on an ongoing basis and purged when it is more than 12 months old.

The Authority uses an “appraisal “method and tests the subject unit against selected units in the same area with similar characteristics. Adjustments are made for favorable and unfavorable differences between the subject unit and the comparables. Amenities, services, and facilities are given point values.

E. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM

The Payment Standard is initially set by the Authority at the Fair Market Rent in effect at the time the Annual Contributions Contract for the first increment of Voucher funding is approved by HUD. The Payment Standard is used to determine the maximum subsidy which can be paid by the Authority on behalf of the family.

F. ADJUSTMENTS TO PAYMENT STANDARDS

Payment Standards may be adjusted to increase Housing Assistance Payments in order to keep families’ rents affordable. The Authority will not raise the Payment Standards so high that the number of families that can be assisted under available funding is substantially reduced. Nor will the Authority raise Standards if the need is solely to make “high end” units available to Voucher holders.

The Authority will review the Payment Standard annually to determine whether an adjustment should be made for some or all unit sizes. The Payment Standard will be reviewed according to HUD’s requirements and this policy and if an increase is warranted, the payment standard will be adjusted within 80% of the current Fair Market Rent.

The Authority may use some or all of the measures below in making its determination whether and adjustment should be made to the Payment Standard.

Assisted Families’ Rent Burdens

The Authority will review reports showing the percent of income used for rent by Voucher families to determine the extent to which the rent burden is more than 45% of income.

Availability of Suitable Vacant Units Below the Payment Standard

The Authority will review its rent reasonableness database and vacancy rate data to determine whether there is an ample supply of vacant units in areas without minority concentration/poverty impaction that are below the Payment Standard.

Quality of Units Selected

The Authority will review the quality of units selected by participant families before determining any change to the Payment Standard to ensure that Payment Standard increases are only made when needed to reach the mid-range of the market.

Authority Decision Point

The Authority will review the quality and size of units where the Rents to Owner are above the Payment Standard by more than 25%. If more than 50% of families have selected above-average units or have selected larger units than the Voucher size, the Authority may elect not to increase the Payment Standard or continue the analysis.

If the analysis continues, the Authority will divide those rents between contracts within the first year and after the first year. If the Rents to Owner are more than 25% above the average, in any bedroom size, the Authority will continue the analysis. If not, the Authority may elect not to increase the Payments Standard for certain bedroom sizes.

Rent to Owner Increases

The Authority may review a sample of the units to determine how often owners are increasing rents after the first year of the lease and the average percent of increase by bedroom size. The sample will be divided into units with and without the highest cost utility included.

A comparison will then be made to the applicable annual adjustment factor to determine whether owner increases are excessive in relation to the published annual adjustment factor.

Time to Locate Housing

The Authority may consider the average time period for families to lease up under the Voucher program as compared to the Certificate program when considering adjustment to the payment standard.

Rent Reasonableness Data Base/Average Contract Rents

The Authority will compare the Payment Standards to average rents in its Rent Reasonableness Data Base and to the average Contract Rents by unit size.

Lowering of the Payment Standard

Statistical analysis may reveal the Payment Standard should be lowered, in which case, the Payment Standard should not be less than 80% of the current FMR. If the FMR is lowered, the Payment Standard may not exceed the FMR except in those cases where families are held harmless until they move to a different dwelling unit or have a change in family composition which would affect their Voucher size.

Financial Feasibility

Before increasing the Payment Standard, the Authority may review the budget and the project reserve, to determine the impact projected subsidy increases would have on funding available for the program and number of families served.

For this purpose, the Authority will compare the number of families who could be served under a higher Payment Standard with the number assisted under current payment standards.

File Documentation

A file will be retained by the Authority for at least three years to document the analysis and findings to justify whether or not the payment standard was changed.

G. RENT ADJUSTMENTS

Certificate Program

The approval or disapproval decision regarding the adjustment will be based on HUD-required calculations and a rent reasonableness determination. The adjustment may be an increase or a decrease, but may never result in a contract rent lower than the initial contract rent on the current HAP contract.

Owners must request the annual rent adjustment in writing.

Rent adjustments to owners under the Certificate Program are effective on the anniversary date of the HAP Contract (unless the unit is in a failed condition at that time). The change in rent does not affect the automatic renewal of the lease and does not require a new lease or contract or even an executed amendment. A notice of rent change will be sent to the owner and the family.

Rent increases must pass the rent reasonableness test and may not exceed the Adjustment Factor published annually by HUD (even if justified by rent reasonableness) unless the owner requests a “special adjustment” to be approved by HUD and the Authority to cover increases in property taxes, assessments, or utility rates.

Disapproval of Requests for Adjustment

If the Authority reject the owner’s request for rent adjustments as exceeding rent reasonableness and the owner rejects the Authority’s determination, the owner may offer the tenant a new lease (after receiving the Authority’s approval) with a sixty-day notice to the tenant. If the tenant refuses or the owner does not offer a new lease, the owner may institute court action to terminate tenancy for a business or economic reason in accordance with the lease after giving 90 days notice to the Authority, HUD, and the family as required by law. The Authority will issue a new Certificate to the family.

After the tenant has begun searching for a new housing unit and/or after court action has been initiated, the owner may decide to accept the current lease. If the owner and tenant agree, the lease can continue.

If the tenant accepts the offer of a new lease, an RLA must be submitted and the requested rent subjected to rent reasonableness and, for the certificate program, the FMR limitations.

If a new lease is executed, a new Contract must also be executed.

Voucher Program

Owners may not request rent adjustments in the Voucher Program to be effective prior to the expiration of the first year of the lease. Rent adjustments are effective with a sixty-day notice to the family and a copy to the Authority. The Authority will advise the family as to whether the rent is reasonable and shall approve or disapprove the rent increase.

Chapter 12

RECERTIFICATIONS

INTRODUCTION

HUD requires that the Authority recertify the income and household composition of all families at least annually. In addition, the Authority is required to inspect the assisted unit at least annually, and to process requests for rent adjustments in the Certificate program. These activities must be coordinated to ensure that they are completed in accordance with the regulation. It is a HUD requirement that families report all changes in household composition, but the Authority decides what other changes must be reported, and the procedures for reporting them.

This chapter defines the Authority's policy for conducting annual recertifications and coordinating the three annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

A. ANNUAL ACTIVITIES

There are three activities the Authority must conduct on an annual basis. These activities will be coordinated whenever possible:

1. Recertification of Income and Family Composition
2. HQS Inspection
3. Contract Rent Adjustment when requested by Owner (Certificate Only)

The Authority produces a monthly listing of units under contract to ensure that timely reviews of contract rent, housing quality, and factors related to Total Tenant Payment can be made. Requests for rent adjustment and other monetary changes will be transmitted to the Section 8 Coordinator.

Annual activities for contracts that did not commence on the first of the month must be conducted no later than the first of the month in which the lease was effective.

Annual Inspections: See Chapter 10, "Housing Quality Standards and Inspections"

Rent Adjustments: See Chapter 11, "Owner Rents, Rent Reasonableness and Payment Standards"

B. ANNUAL RECERTIFICATION/REEXAMINATIONS

Families 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/eligible immigrant status.

When families move to another dwelling unit an annual recertification will be scheduled (unless a recertification has occurred in the last 120 days) and the anniversary date will be changed.

Income limits are not used as a test for continued eligibility at recertification unless the family is moving under portability and changing their form of assistance.

Reexamination Notice to the Family

The Authority will maintain a reexamination tracking system and the household will be notified by mail of the date and time for their reexamination at least 120 days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the Authority will provide the notice in an accessible format. The Authority 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.

Procedure

The Authority's procedure for conducting annual recertifications will be to schedule the date and time of appointments and mail a notification to the family.

Persons with Disabilities

Persons with disabilities, who are unable to come to the Authority's office will be granted an accommodation of conducting the reexamination at the person's home or by mail, upon verification that the accommodation requested meets the need presented by the disability.

Collection of Information

The Authority will require the family to complete a Personal Declaration Form prior to all recertification interviews.

Requirements to Attend

Only head of household will be required to attend the recertification interview: If the head of household is unable to attend the interview the appointment will be rescheduled.

Failure to Respond to Notification to Recertify

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 one day prior to the interview.

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with the Authority, the Authority will reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior

arrangements, the Authority will terminate assistance to the family, and offer them an informal hearing.

Exceptions to these policies may be made by the Section 8 Coordinator if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

Documents Required From the Family

In the notification letter to the family, the Authority will include instructions for the family to bring the following:

- Documents to support preference claims
- Documentation of income for all family members
- Documentation of liquid and non-liquid assets
- Documentation of any deductions/allowances
- Personal Declaration Form completed by head of household
- Other: Documents required by HUD or other federal, state or local government agencies (i.e., LBP notices, 214 Declarations, etc.)

Verification of Information

The Authority will follow the verification procedures and guidelines described in this Plan. Verifications for reexaminations must be less than 120 days old.

Tenant Rent Increases

If tenant rent increases, a thirty day notice is mailed to the family prior to the anniversary date.

If less than thirty days are remaining before the anniversary date, the tenant rent increase will be effective on the first of the month following the thirty day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the anniversary date.

Tenant Rent Decreases

If tenant rent decreases during an annual recertification, it will be effective on the anniversary date.

If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by the Authority.

C. REPORTING INTERIM CHANGES

HUD requires program participant to report all changes in household composition to the Authority between annual re-examinations. This includes additions due to birth, adoption, and court-awarded custody. The family must obtain Authority approval prior to all other additions to the household.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the time that the new addition is added to the household.

Increases in Income

Interim Re-examination Policy

The Authority will conduct interim re-examinations when families have an increase of monthly income of more than \$50.00 which continues for 2 consecutive months.

Families will be required to report all increases in income/assets over \$50.00 which continues for 2 consecutive months of all household members, to the Authority, in writing, within ten days of the increase.

Decreases in Income

Participants **may** report a decrease in income and other changes which would reduce the amount of tenant rent. The Authority **must** calculate the change if a decrease in income of at least \$50 or more is reported, and continues for 2 consecutive months. The interim rent change will be put into effect at the beginning of the 3rd month following the decrease.

Authority Errors

If the Authority makes a calculation error at admission to the program or at an annual re-examination, an interim re-examination will be conducted to correct the error, but the family **will not** be charged retroactively. The Authority will give a 30-day notice to the family of the increase in family rent. In the event of an Authority error which results in a family rent being too high, the Authority will immediately refund the total amount due to the family.

Other Interim Report Issues

An interim re-examination does not affect the date of the annual recertification.

In the following circumstances, the Authority **may** conduct an interim recertification:

1. Changes that will not result in a change in tenant rent or voucher size.
2. Changes in income that is normal for the family, such as seasonal employment.
3. As a reasonable accommodation when requested (See Chapter 1, "Statement of Policies and Objectives").

Any changes reported by participants other than those listed in this section will be notated in the file by the staff person but will not be processed between regularly-scheduled annual recertifications.

Seasonal Employment

Tenants will have their income annualized. Interim examinations will not be done during the contract year when normal seasonal employment changes (i.e., school district employees, Paramount Nursery, etc.) However, tenants are required to report changes when they occur.

D. NOTIFICATION OF RESULTS OF RECERTIFICATION

The HUD form 50058 will be completed and transmitted as required by HUD.

The Notice of Rent Change is mailed to the owner and the tenant. Signatures are not required by the Authority. If the family disagrees with the rent adjustment they may request an informal hearing.

E. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)

Standard for Timely Reporting of Changes

The Authority requires that families report interim changes to the Authority within 10 working days of when the change occurs. Any information, document or signature needed from the family which is needed to verify the change must be provided within 30 days of the change.

If the change is not reported within the required time period, or if the family fails to provide documentation or signatures, it will be considered untimely reporting.

Procedures when the Change is Reported in a Timely Manner

The Authority will notify the family and the owner of any change in the Housing Assistance Payment to be effective according to the following guidelines:

Increases in the Tenant Rent are effective on the first of the month following at least thirty days' notice.

Decreases in the Tenant Rent are effective the first month following that in which the change occurred. However, no rent reductions will be processed until all the facts have been verified, even if a retroactive adjustment results. For interview examinations the adjustment will be effective as of the month following the date that the tenant supplies documentation needed for the decrease change.

Procedures when the Change is Not Reported by the Tenant in Timely Manner

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

Increase in Tenant Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any overpaid housing assistance and may be required to a Repayment Agreement or make a lump sum payment.

Decrease in Tenant Rent will be effective on the first month following completion of processing by the Authority and not retroactively.

Procedures when the Change is Not Processed by the Authority in a Timely Manner

“Processed in a timely manner” means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by the Authority in a timely manner.

In this case, an increase will be effective after the required thirty days’ notice prior to the first of the month after completion of processing by the Authority.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

F. REPORTING CHANGES IN FAMILY COMPOSITION

All changes in family composition must be reported within ten calendar days of the occurrence.

Increases in Family Size

Increases other than by birth, adoption, or court-awarded custody must have the prior approval of the owner and the Authority.

If an addition would result in overcrowding according to HQS maximum occupancy standards:

The Authority will issue a larger Certificate or Voucher (if needed under the subsidy Standards) for additions to the family in the following cases:

Addition by marriage/or marital-type relation

Addition of a minor who is a member of the nuclear family who had been living elsewhere.

Addition of an Authority-approved live-in attendant

Addition of parent if parent is incapable of self-care (verification required).

Addition due to birth, adoption or court-awarded custody.

Families who need a larger Certificate or Voucher because of voluntary additions will have lower priority on the Transfer List than other families who are required to change unit size.

If a change due to birth, adoption, court-awarded custody, or need for a live-in attendant requires a larger size unit due to overcrowding, the change in Certificate/Voucher shall be made effective immediately. The Authority may determine whether to issue a Certificate or Voucher in this instance based on funding availability. If there is no funding availability in either program, the family will be placed on the Transfer list.

G. CONTINUANCE OF ASSISTANCE FOR “MIXED” FAMILIES

Under the Noncitizens Rule, “mixed” families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

“Mixed” families who were participants on June 19, 1995, shall continue receiving full assistance if they meet the following criteria:

1. The head of household or spouse is a U.S. citizen or has eligible immigrant status;
AND
2. All members of the family other than the head, the spouse, parents of the head, parents of the spouse, and children of the head or spouse are citizens or eligible immigrants. The family may change the head of household to qualify under this provision.

If they do not qualify for continued assistance, the member(s) that cause the family to be ineligible for continued assistance may move, the family may choose prorated assistance (See Chapter 6, “Factors Related to Total Tenant Payment Determination”), or the Authority may offer temporary deferral of termination (See Chapter 15, “Denial or Termination of Assistance”).

CHAPTER 13

MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

INTRODUCTION

HUD regulations permit families to move with continued assistance to another unit within the Authority's jurisdiction, or to a unit outside of the Authority's jurisdiction under Portability procedures. The regulations also allow the Authority 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 Authority's jurisdiction, and the policies for restriction and limitations on moves.

A. ALLOWABLE MOVES

A family may move to a new unit if:

1. The assisted lease for the old unit has terminated because the Authority has terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family.
2. The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated).
3. The family has given proper notice of lease termination (if the family has a right to terminate the lease on notice to owner).

B. RESTRICTIONS ON MOVES

Families will not be permitted to move within the Authority's jurisdiction during the initial year of assisted occupancy.

Families will not be permitted to move outside the Authority's jurisdiction under portability procedures during the initial year of assisted occupancy.

Families will not be permitted to move more than once in a 12-month period.

The Authority will deny permission to move if there is insufficient funding for continued assistance. The Authority will deny permission to move if the family has violated a Family Obligation or the family owes the Authority money.

The Section 8 Coordinator may make exceptions to these restrictions if there is an emergency reason for the move over which the participant has no control.

C. PROCEDURE FOR MOVES

Issuance of Certificate/Voucher

If the family has not been recertified within the last 120 days, the Authority will issue the certificate or voucher to move as soon as the family requests the move.

If the family does not locate a new unit, they may remain in the current unit so long as the owner permits.

The annual recertification date will be changed to coincide with the new lease-up date.

Notice Requirements

Briefing sessions emphasize the family's responsibility to give the owner and the Authority 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 Authority simultaneously.

For units under a Certificate contract effective before October 2, 1995, if the family vacates the unit without proper notice in writing to the owner, the family will be responsible for any vacancy loss paid by the Authority.

Time of Contract Change

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.

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.

D. PORTABILITY

Portability applies to families moving out of or into the Authority's jurisdiction within the United States and its territories. Under portability, families are eligible to receive assistance to lease a unit outside of the initial Authority's jurisdiction. The unit may be located:

1. In the same state as the initial Authority;
2. In the same metropolitan statistical area (MSA) as the initial Authority, but in a different state;

3. In an MSA adjacent to the MSA of the initial Authority, but in a different state.
4. In the jurisdiction of an Authority anywhere within the United States that administers a tenant based program.

E. OUTGOING PORTABILITY

When a family requests to move to outside of the Authority's jurisdiction, the request must specify the area to which the family wants to move.

If the family is moving to a unit located in the same state as the initial Authority, in the same MSA, but in a different state, or in an adjacent MSA in a different state, and there is not an Authority in the area where the unit is located, the initial Authority will be responsible for the administration of the family's assistance.

The Authority will choose a management company, another Authority or a private contractor to administer the assistance.

If there is more than one Authority in the area in which the family has selected a unit, the Authority will choose the receiving Authority.

Restrictions on Portability

1. Families will not be permitted to exercise portability during the initial 12 month period after admission to the program, if neither the head or spouse had a domicile (legal residence) in the Authority's jurisdiction at the date of their initial application for assistance unless the receiving and initial Authority agrees to allow the move.
2. If the family is in violation of a family obligation.
3. If the family owes money to the Authority.

Outgoing Portability Procedures

The Authority will provide counseling for those families who express an interest in portability. If the family is utilizing portability for their initial lease-up, the Authority will determine if the family is within the very low income limit of the receiving Authority. If the receiving Authority will absorb and the family will be changing its form of assistance, the Authority will determine if the family is within the low income limit of the receiving Authority, and advise the family accordingly.

The Authority will notify the Receiving Authority that the family wishes to relocate into its jurisdiction.

The Authority will advise the family how to contact and request assistance from the receiving Authority.

The Authority will notify the receiving Authority that the family will be moving into its jurisdiction.

The Authority will provide the following documents and information to the Receiving Authority:

1. A copy of the family's Certificate or Voucher, with issue and expiration dates, formally acknowledging the family's ability to move under portability.
2. The most recent HUD 50058 form and verifications.
3. Declarations and verifications of U.S. citizenship/eligible immigrant status.

The Receiving Authority must notify the Authority within 30 days of the following:

The Receiving Authority decides to absorb the family into their own program.

The family leases up or fails to submit a Request for Lease Approval by the required date.

Assistance to a portable family is terminated by the Receiving Authority.

The family requests to move to an area outside the Receiving Authority's jurisdiction.

Payment to the Receiving Authority

The Authority will requisition funds from HUD based on the anticipated lease-ups of portable Certificates or Vouchers in other Authority's jurisdictions. Payments for families in other jurisdictions will be made to other Authority's when billed or in accordance with other HUD approved procedures for payment.

When billed, the Authority will reimburse the Receiving Authority for 100% of the Housing Assistance Payment, 100% of the Special Claims paid on HAP contract effective prior to 10/2/95, and 80% of the Administrative Fee (at the initial Authority's rate), and any other HUD-approved fees.

Claims

The Authority will be responsible for collecting amounts owed by the family for claims paid and for monitoring the repayment. The Authority will notify the Receiving Authority if the family is in arrears or if the family has refused to sign a Repayment Agreement, and the Receiving Authority will be asked to terminate assistance to the family as allowed by this Administrative Plan.

Receiving Authorities will be required to submit hearing determinations to the Authority within 20 days.

F. INCOMING PORTABILITY

Absorption or Administration

The Authority will accept a family with a valid Certificate/Voucher from another jurisdiction and administer or absorb the Certificate/Voucher. If administering, the family will be issued a "Portability" Certificate or Voucher by the Authority with the same start date. The Authority may grant extensions in accordance with this Administrative Plan.

Incoming portable families who have not yet been absorbed will be absorbed before the Authority selects new applicants from the waiting list.

The Authority may absorb Certificates/Vouchers if such absorption does not exceed ten percent of households assisted.

When the receiving Authority does not absorb the incoming Voucher/Certificate, it will administer the Initial Authority's Voucher or Certificate and the receiving Authority's policies will prevail.

For initial lease-up, the family must be within the Authority's Very-Low Income limits. For participants, the Authority may issue either a Certificate or Voucher but if the form of assistance changes, the family must be within the Authority's Low Income limits. If the family is ineligible under the receiving Authority's low income limit because the form of assistance offered causes the family to change programs, the receiving Authority must absorb the family without a change in the form of assistance, or administer the family's current form of assistance.

The Authority will issue a "Portability Certificate" or "Portability Voucher" according to its own Subsidy Standards. If the Family has a change in family composition which would change the Certificate or Voucher size, the Authority will change to the proper size based on its own Subsidy Standards.

The Authority will decide whether to extend the "Portability Certificate/Voucher" and for what period of time. The Authority's policy on suspensions will apply. However, if the family decides not to lease-up in the Authority's jurisdiction, the family must request an extension from the initial Authority.

For old rules contracts, the Authority's unpaid rent, damage and vacancy loss claim policies prevail.

Income and TTP of Incoming Portables

As receiving Authority, the Authority 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.

If the family's income exceeds the income limit of the Authority, the family will not be denied

assistance unless the family is an applicant (and over the Very-Low Income Limit).

If the family's income is such that a \$0 subsidy amount is determined prior to lease-up in the Authority's jurisdiction, the Authority will refuse to enter into a contract on behalf of the family at \$0 assistance.

Requests for Lease Approval

When the Family submits a Request for Lease Approval, it will be processed using the Authority's policies. If the Family does not submit a Request for Lease Approval or does not execute a lease, the Initial Authority will be notified within ten calendar days by the Authority.

When an Exception Rent is requested by an incoming Certificate holder, the Authority will check with the Initial Authority to determine whether exception rent authority is available.

If the Family leases up successfully, the Authority will notify the Initial Authority within 20 days, and the billing process will commence.

If the Authority denies assistance to the family, the Authority will notify the Initial Authority within 20 days and the family will be offered a review or hearing.

The Authority will notify the Family of its responsibility to contact the Initial Authority if the Family wishes to move outside the Authority's jurisdiction under continued portability.

Terminations

The Authority will notify the Initial Authority in writing of any termination of assistance within 20 days of the termination. If an Informal Hearing is required and requested by the Family, the hearing will be conducted by the Authority, using the regular hearing procedures included in this Plan. A copy of the hearing decision will be furnished to the Initial Authority.

The Initial Authority will be responsible for collecting amounts owed by the Family for claims paid and for monitoring repayment. If the Initial Authority notifies the Authority that the Family is in arrears or the Family has refused to sign a Repayment Agreement, the Authority will terminate assistance to the family.

Required Documents

As Receiving Authority, the Authority will require the following documents from the Initial Authority:

1. A copy of the family's Certificate or Voucher, with issue and expiration dates, formally acknowledging the family's ability to move under portability.
2. The most recent HUD 50058 form and verifications.

3. Declarations and verifications of U.S. citizenship/eligible immigrant status.

Billing Procedures

As Receiving Authority, the Authority will bill the Initial Authority monthly for Housing Assistance Payments. The billing cycle for other amounts, including Administrative Fees and Special Claims will be monthly unless requested otherwise by the Initial Authority.

The Authority will bill 100% of the Housing Assistance Payment, 100% of Special Claims and 80% of the Administrative Fee (at the Initial Authority's rate) and any other HUD-approved fees, for each "Portability" Certificate/Voucher leased as of the first day of the month.

The Authority will notify the Initial Authority of changes in subsidy amounts and will expect the Initial Authority to notify the Authority of changes in the Administrative Fee amount to be billed.

Chapter 14

CONTRACT TERMINATIONS

INTRODUCTION

The Housing Assistance Payments (HAP) Contract is the contract between the owner and the Authority which defines the responsibilities of both parties. This chapter describes the circumstances under which the contract can be terminated by the Authority and the owner, and the policies and procedures for such termination.

A. CONTRACT TERMINATION

The term of the HAP Contract is the same as the term of the lease. The contract between the owner and the Authority may be terminated by the Authority, or by the owner or tenant terminating the lease.

No future subsidy payments on behalf of the family will be made by the Authority to the owner after the month in which the contract is terminated. The owner must reimburse the Authority for any subsidies paid by the Authority for any period after the contract termination date.

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 Authority for vacancy loss under the provisions of Certificate contracts effective on or after October 2, 1995.

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 may begin during the month in which the family moved from the old unit.

B. TERMINATION BY THE FAMILY: MOVES

The lease stipulates that the family cannot move from the unit until after the first year of the lease. The notice period to the landlord is determined by the lease, but may not exceed 60 days.

C. TERMINATION BY THE OWNER: EVICTIONS

If the owner wishes to terminate the lease, the owner is required to evict, using the notice procedures in the HUD regulations and State/local law. The owner must provide the Authority with a copy of the eviction notice.

The owner must provide the tenant a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action. The notice may be included in, or may be combined with, any owner eviction notice to the tenant.

The owner eviction notice means a notice to vacate, or a complaint, or other initial pleading used under State or local law to commence an eviction action.

The contract and lease require that the owner may only evict for the following reasons:

1. Serious or repeated violation of the terms and conditions of the lease,
2. Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises,
3. Other good cause, including:

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 persons residing in the immediate vicinity of the premises.

Any drug-related criminal activity on or near the premises,

Tenant history of disturbance of neighbors, destruction of property, or behavior resulting in damage to the premises.

4. Other good cause, after the first year of the lease, includes:

Business or economic reason for regaining possession of the unit;

Owner's desire to repossess the unit for personal use;

Tenant's refusal to accept offer of a new lease.

The eviction notice must specify the cause for the eviction.

Housing assistance payments are paid to the owner under the terms of the HAP contract. Except in the cases involving drug or criminal activity, if the owner has begun eviction and the family continues to reside in the unit, the Authority may continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant.

The Authority will continue housing assistance payments until the family moves or is evicted from the unit.

If the action is finalized in court, the owner must provide the Authority with the documentation, including notice of the lock-out date.

If the owner opts out for business or economic reasons, the tenant must be given 90 days notice, with a copy to the Authority and the local HUD office. Such reasons include desire to sell the property, renovation of the unit, or desire to obtain a higher rent than the Authority will approve.

The Authority must continue making housing assistance payments to the owner in accordance with the contract as long as the tenant continues to occupy the unit and the contract is not violated. By endorsing the monthly check from the Authority, the owner certifies that the tenant is still in the unit and she/he is in compliance with the contract.

If the eviction is not due to a serious or repeated violation of the lease, and if the Authority has no other grounds for termination of assistance, the Authority will issue a new certificate or voucher so that the family can move with continued assistance.

D. TERMINATION OF THE CONTRACT BY AUTHORITY

The term of the HAP contract terminates when the lease terminates, when the Authority terminates program assistance for the family, and when the owner has breached the HAP contract.

Any of the following actions will be considered a breach of contract by the owner:

1. The owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit to HQS standards, including any standards the Authority has adopted in this policy.
2. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
3. The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.
4. The owner has engaged in drug trafficking.

The Authority may also terminate the contract if:

The Authority terminates assistance to the family.

The family is required to move from a unit which is under-occupied (Certificate Program) or overcrowded (Certificate and Voucher Programs).

Funding is no longer available under the ACC.

The contract will terminate automatically if 180 days have passed since the last housing assistance payment to the owner.

Notice for Termination

The Authority will provide the owner and family with at least thirty day written notice of termination of the contract.

E. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS

Families who are participants on June 19, 1995, terminations due to the ineligible immigration status of all members of the family, or because a “mixed” family chooses not to accept proration of assistance, may be temporarily deferred for intervals not to exceed six months (up to a maximum of three years) if necessary to permit the family additional time for transition to affordable housing.

Deferrals may be granted for intervals not to exceed six months, up to an aggregate maximum of three years for deferrals granted prior to 11/29/96, or 18 months for deferrals granted after 11/29/96.

The family will be notified in writing at least 60 days in advance of the expiration of the deferral period that termination of assistance will not be deferred because:

- (a). granting another deferral will result in an aggregate deferral period longer than three years, or
- (b). a determination has been made that other affordable housing is available.

F. TERMINATION DUE TO OWNER DISAPPROVAL

If the Authority terminates the contract due to owner disapproval (See Chapter 9, “Request for Lease Approval and Contract Execution”), the Authority will provide the owner and family with at least thirty days written notice of termination of the contract.

Chapter 15

DENIAL OR TERMINATION OF ASSISTANCE

INTRODUCTION

The Authority may deny or terminate assistance for a family because of the family's action or failure to act. The Authority will provide families with a written description of the Family Obligations under the program, the grounds under which the Authority can deny or terminate assistance, and the Authority's informal hearing procedures.

This Chapter describes when the Authority is required to deny or terminate assistance, and the Authority's policies for the denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding HAP contract.

A. GROUNDS FOR DENIAL/TERMINATION

If denial or termination is based upon behavior resulting from a disability, the Authority will delay the denial or termination in order to determine if there is an accommodation which would meet the negate the behavior resulting from the disability.

Form of Denial/Termination

Denial of assistance for an applicant may include any or all of the following:

1. Denial for placement on the Authority waiting list
2. Denying or withdrawing a certificate or voucher
3. Refusing to enter into a HAP contract or approve a lease
4. Refusing to process or provide assistance under portability procedures

Termination of assistance for a participant may include any or all of the following:

1. Refusing to enter into a HAP contract or approve a lease
2. Terminating housing assistance payments under an outstanding HAP Contract
3. Refusing to process or provide assistance under portability procedures

Mandatory Denial and Termination

The Authority must deny assistance to applicants, and terminate assistance for participants:

1. If any member of the family fails to sign and submit HUD or Authority required consent forms for obtaining information.
2. If no member of the family is a U.S. citizen or eligible immigrant.
3. If the family is under contract and 180 days have elapsed since the Authority's last housing assistance payment was made.

Grounds for Denial or Termination of Assistance

The Authority may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:

1. The family violates any family obligation under the program as listed in 24 CFR 982.551.
2. Any member of the family has ever been evicted from public housing.
3. The family currently owes rent or other amounts to the Authority or to another Authority in connection with Section 8 or public housing assistance under the 1937 Act.
4. The family has not reimbursed any Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
5. The family breaches an agreement with an Authority to pay amounts owed to an Authority, or amounts paid to an owner by an Authority.
6. The family has engaged in or threatened abusive or violent behavior toward Authority personnel.

“Abusive or violent behavior towards Authority 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.

B. FAMILY OBLIGATIONS

1. The family must supply any information that the Authority 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 par 812). "Information" includes any requested certification, release or other documentation.
2. The family must supply any information requested by the Authority or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
3. The family must disclose and verify Social Security Numbers (as provided by 24 CFR part 750) and must sign and submit consent forms for obtaining information in accordance with 24 CFR part 760 and 24 CFR part 813.
4. All information supplied by the family must be true and complete.
5. The family is responsible for HQS breach caused by the family as described in 982.404(b).
6. The family must allow the Authority to inspect the unit at reasonable times and after reasonable notice.
7. The family may commit any serious or repeated violation of the lease.
8. The family must notify the owner and, at the same time, notify the Authority before the family moves out of the unit or terminates the lease on notice to the owner.
9. The family must promptly give the Authority a copy of any owner eviction notice.
10. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
11. The composition of the assisted family residing in the unit must be approved by the Authority. The family must promptly inform the Authority of the birth, adoption or court-awarded custody of a child. The family must request Authority approval to add any other family member as an occupant of the unit.
12. The family must promptly notify the Authority if any family member no longer resides in the unit.
13. If the Authority has given approval, a foster child or live-in aide may reside in the unit. If the family does not request approval or Authority approval is denied, the family may not allow a foster child or live-in aid to reside with the assisted family.

14. 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.
15. The family must not sublease or let the unit.
16. The family must not assign the lease or transfer the unit.
17. The family must supply any information or certification requested by the Authority to verify that the family is living in the unit, or relating to family absence from the unit, including any Authority-requested information or certification on the purposes of family absences. The family must cooperate with the Authority for this purpose. The family must promptly notify the Authority of absence from the unit.
18. The family must not own or have any interest in the unit.
19. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with programs.
20. The member so the family may not engage in drug-related criminal activity or violent criminal activity.
21. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another 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.

Housing Authority Discretion

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the Authority has discretion to consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, the length of time since the violation occurred and more recent record of compliance, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure to act, before applying “warranted and appropriate” action.

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

Enforcing Family Obligations

Explanations and Terms

The term “promptly” when used with the Family Obligations always means “within ten calendar

days.” Denial or termination of assistance is always optional except where this Plan or the regulations state otherwise.

HQS Breach: The inspector 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.

Lease Violations: The following criteria will be used to decide if a serious or repeated violation of the lease will cause a termination of assistance:

1. If the owner terminates tenancy through court action for serious or repeated violation of the lease.
2. If the owner notifies the family of termination of assistance for serious or repeated lease violation, and the family moves from the unit prior to the completion of court action, and the Authority determines that the cause is a serious or repeated violation
3. If the owner notifies the family of termination of assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and
4. If there are police reports, neighborhood complaints or other third party information, and the Authority has verified the information.

Notification of Eviction: If the family requests assistance to move and they did not notify the Authority of an eviction within ten calendar days of receiving the Notice of Lease Termination, the move will be denied.

Proposed additions to the family may be denied to:

1. Persons who have been evicted from public housing.
2. Persons who have previously violated a family obligation.
3. Persons who have been part of a family whose assistance has been terminated under the Certificate or Voucher program.
4. Persons who commit drug-related criminal activity or violent criminal activity.
5. Persons who do not meet the Authority’s definition of family.
6. Persons who commit fraud, bribery or any other corrupt criminal act in connection with any federal housing program.
7. Persons who currently owe rent or other amounts to the Authority or to another

Authority in connection with Section 8 or public housing assistance under the 1937 Act.

9. Persons who have engaged in or threatened abusive or violent behavior toward Authority personnel.

Family Member moves out: Families are required to notify the Authority of any family member leaves the assisted household. When the family notifies the Authority, they must furnish the following information:

1. The date the family member moved out.
2. The new address, if known, of the family member.
3. A statement as to whether the family member is temporarily or permanently absent.

Limitation of Profit-making Activity in Unit:

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.

If the Authority determines that the use of the unit as a business is not incidental to its use as a dwelling unit. All state and local permits must be approved by and filed with the Authority before commencing business activities.

Interest in Unit: The owner may not reside in the assisted unit regardless of whether she/he is a member of the assisted family, unless the family owns the mobile home and rents the pad under the Certificate Program.

Fraud: In each case, the Authority will consider which family members were involved, the circumstances, and any hardship that might be caused to innocent members.

In the event of false citizenship claims, the Authority will give the family member the opportunity to elect not to contend their status in lieu of termination of the entire family.

Drug Related and Violent Criminal Activity

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

Drug-related criminal activity means on or off the premises, not just on or near the premises.

Violent 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.

Applicants will be denied assistance if they have been arrested/convicted/evicted from a unit due to drug related or violent criminal activity within the last three years prior to the date of the certification/recertification interview.

Participants may be terminated who have been arrested/convicted/evicted from a unit due to drug related or violent criminal activity within the last five years prior to the date of the notice to terminated assistance, and whose activities have created a disturbance in the building or neighborhood.

The Authority will waive this requirement if:

The person demonstrates successful completion of a rehabilitation program approved by the HA, or

The circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is no longer in the household because the person is incarcerated.

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

In appropriate cases, the Authority 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. If the violating member is a minor, the Authority may consider individual circumstances with the advice of Juvenile Court officials.

Screening Out Illegal Drug Users and Alcohol Abusers

The Authority will prohibit admitting any person to the program in cases where the Authority determines that there is reasonable cause to believe that the person is illegally using a controlled substance, or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. This includes cases where the Authority determines that there is a pattern of illegal use of a controlled substance, or pattern of alcohol abuse.

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

The Authority will waive this policy if the person demonstrates to the Authority's satisfaction that the person is no longer engaging in the illegal use of a controlled substance or abuse of alcohol, and:

Has successfully completed a supervised drug or alcohol rehabilitation program;

Has otherwise been rehabilitated successfully; or

Is participating in a supervised drug or alcohol rehabilitation program.

Confidentiality of Criminal Records

The Authority 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.

Required Evidence

Preponderance of evidence is defined as evidence which is greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows 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 Authority will pursue fact-finding efforts as needed to obtain credible evidence.

Notice of Termination of Assistance

In any case where the Authority decides to terminate assistance to the family, the Authority 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, 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 Authority.

The Authority will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance. The Notice to the owner will not include any details regarding the reason for termination of assistance.

C. PROCEDURES FOR NON-CITIZENS

Termination due to Ineligible Immigrant Status

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

Participant families in which all members are neither U.S. citizens nor eligible immigrants must have their assistance terminated. They must be given an opportunity for a hearing.

Temporary Deferral of Termination of Assistance Due to Ineligible Immigrant Status

Ineligible families who were participants as of June 19, 1995, may request a temporary deferral of termination of assistance in order to allow time to locate affordable housing and thereby preserve the family.

Temporary deferral of termination of assistance is also available to mixed families who were participants on June 19, 1995, who elect not to accept prorated assistance, and are not eligible for Continued Assistance. (See Chapter 14, "Contract Terminations.") The Authority must allow the mixed family time to find housing for ineligible members or for the entire family by deferring the termination.

Mixed families who choose temporary deferral of termination of assistance may change to prorated assistance at the end of any deferral period, if they have made a good-faith effort to locate housing.

Criteria for Approving Temporary Deferral of Termination of Assistance

The Authority will grant temporary deferral so long as the family makes reasonable efforts to find affordable housing and the Consolidated Plan indicates that the market lacks sufficient affordable housing.

Affordable housing is defined as housing that is standard based on HQS/other standard, of appropriate size based on HQS/some other standard, and for which the rent plus utilities is no more than 25% greater than the Authority calculated Total Tenant Payment.

To determine whether a family is eligible for temporary deferral of termination of assistance, or for a renewal of temporary deferral of termination of assistance, the Authority will:

1. Calculate Total Tenant Payment plus 25% for the family, and compare this amount to the data in its rent reasonableness survey for the unit size. If the Authority's data indicates that units are not available at the affordable rent, the deferral will be renewed.
2. If the Authority determines that the vacancy rate for affordable housing is less than 5% in its jurisdiction, it will accept a written statement from the family that they have been unable to find affordable housing.
3. Require a search record to document the family's efforts to locate housing before granting or extending temporary deferral of termination of assistance.

4. Conduct market studies to determine the availability of affordable housing and, if the vacancy rate in affordable housing is less than 5%, the Authority may continue temporary deferral of termination of assistance.
5. Automatically grant and extend temporary deferral of termination of assistance so long as the market for affordable housing is limited in the jurisdiction.

The initial deferral interval shall be granted on the family's request. Subsequent requests for deferral shall be granted on the basis of the family's statement that they are making efforts to find affordable housing, so long as the supply of affordable housing in the area remains low as determined by comparing 125% of Total Tenant Payment to the data in the Authority's Rent Reasonableness System.

Length of Deferral

The initial temporary deferral is granted for an interval not to exceed six months. Additional deferrals can be made up to a maximum of three years. A notice is sent to the family at the beginning of each deferral period reminding them of their ineligibility for full assistance and their responsibility to seek other housing.

The family will be notified in writing sixty days before the end of the three year maximum deferral period that there cannot be another deferral, and will be offered the option of prorated assistance if they are a mixed family and have made a good-faith effort to locate affordable housing.

False or Incomplete Information

When the Authority 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 given an opportunity to present relevant information.

If the individual is unable to verify their citizenship, the Authority may give him/her an opportunity to provide a new declaration as an eligible immigrant, or to elect not to contend their status. The Authority will then verify eligible status, deny, terminate, or prorate as applicable.

The Authority will deny or terminate assistance based on the submission of false information or misrepresentations.

Procedure for Denial or Termination

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 Authority either after the INS appeal or in lieu of the INS appeal.

After the Authority 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) or, for participants who qualify, for Temporary Deferral of Termination of Assistance.

D. \$0 ASSISTANCE TENANTS

Old Contracts

For contracts which were effective prior to 10/2/95, the Authority is liable for unpaid rent and damages if the family vacates during the allowable 12 months after the last HAP payment. The Authority must perform all of the functions normally required, such as reexaminations and inspections. The participant will be notified of the right to remain on the program at \$0 assistance for six months. If the family is still in the unit after six months, the assistance will be terminated.

New Contracts

For contracts effective after 10/2/95, the Authority has no liability for unpaid rent or damages, and 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 cause the family to be eligible for a housing assistance payment, the Authority will resume assistance payments for the family.

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.

E. OPTION NOT TO TERMINATE FOR MISREPRESENTATIONS

If the family has misrepresented any facts that caused the Authority to overpay assistance, the Authority 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 or reimburses the Authority in full when warranted and appropriate.

F. MISREPRESENTATION IN COLLUSION WITH OWNER

If the family is willingly and knowingly commits fraud or is involved in any other illegal scheme with the owner, the Authority may deny or terminate assistance.

In making this determination, the Authority will carefully consider the possibility of overt or implied intimidation of the family by the owner and the family's understanding of the events.

G. MISSED APPOINTMENTS AND DEADLINES

It is a family obligation to supply information, documentation, and certification as needed for the Authority to fulfill its responsibilities. The Authority schedules appointments and sets deadlines in order to obtain the required information. The obligations also require that the family allow the

Authority to inspect the unit and appointments are made for this purpose.

An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying the Authority may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow the Authority to inspect the unit.

The family will be given information about the requirement to keep appointments, and the number of times the appointments will be rescheduled as specified in the Plan.

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

1. Eligibility for Admissions
2. Verification Procedures
3. Certificate/Voucher Issuance and Briefings
4. Housing Quality Standards and Inspections
5. Recertifications
6. Appeals

Acceptable reasons for missing appointments or failing to provide information by deadlines are:

- Medical emergency
- Incarceration
- Family emergency

Procedure when Appointments are Missed or Information not Provided

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.

After issuance of the termination notice, if the family offers to correct the breach within the time allowed to request a hearing the notice will not be rescinded even if the family offers to cure the breach.

Chapter 16

OWNER DISAPPROVAL AND RESTRICTION

INTRODUCTION

It is the policy of the Authority to recruit owners to participate in the program, and to provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of the Authority.

The regulations define when the Authority must disallow an owner participation in the program, and they provide the Authority discretion to disapprove or otherwise restrict the participation of owners in certain categories. This chapter describes the criteria for owner disapproval, and the various penalties for owner violations.

A. DISAPPROVAL OF OWNER

The owner does not have a right to participate in the program. For purposes of this section, “owner” includes a principal or other interested party.

The Authority will disapprove the owner for the following reason:

HUD or other related agency has informed the Authority that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

HUD has informed the Authority that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.

HUD has informed the Authority that a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity.

The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.

The owner has engaged in drug trafficking.

The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.

The owner has a history or practice of renting units that fail to meet State or local housing

codes.

The owner has not paid State or local real estate taxes, fines or assessments.

B. OWNER RESTRICTIONS AND PENALTIES

If an owner commits fraud or abuse or is guilty of frequent or serious contract violations, the Authority will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. The Authority may also terminate some or all contracts with the owner.

Before imposing any penalty against an owner the Authority will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

The Authority guidelines for restrictions are contained in the table below:

DISAPPROVAL OF OWNERS/PARTICIPATION RESTRICTIONS

BREACH

HUD notification of owner debarment/suspension

HUD notification of violation of fair housing/federal equal opportunity

Violation of contract obligations

Owner fraud, bribery or other corrupt act in federal housing program

Owner engaged in drug trafficking

History of noncompliance with HQS

History of renting units below code

State/local real estate taxes, fines, or assessment

PENALTY

Termination

Termination

Termination

Termination

Termination

Termination

Termination

Termination

C. OTHER REMEDIES FOR ONWNER VIOLATIONS

Overpayments

If the landlord has been overpaid as a result of fraud, misrepresentation or violation of the Contract, the Authority may terminate the Contract and arrange for restitution to the Authority and/or family as appropriate.

The Authority 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 Authority or the tenant, as applicable.

Chapter 17

CLAIMS, MOVE-OUT AND CLOSE-OUT INSPECTIONS (For Contracts Effective Before October 2, 1995)

INTRODUCTION

This Chapter describes the Authority's policies, procedures and standards for servicing Contracts which were effective before October 2, 1995. Certificate and Voucher contracts in this category have provisions for the Authority's liability to owners when families move out. Vouchers and Certificates have a provision for damages, and Certificates, in addition, have a provision for vacancy loss.

A. OWNER CLAIMS

Under HAP Contracts effective prior to October 2, 1995, owners may make "special claims" for damages, unpaid rent, and vacancy loss (vacancy loss cannot be claimed in the Voucher Program) after the tenant has vacated the unit.

Owner claims for payment for unpaid rent, damages, or vacancy loss will be reviewed for accuracy and completeness and compared with records in the files. The Authority establishes standards by which to evaluate claims, but the burden of proof rests with the owner.

If vacancy loss is claimed, the Authority will ascertain whether or not the family gave proper notice of its intent to move. The file will also be reviewed to verify owner compliance at the time the contract was terminated.

The Authority will pay properly filed claims to the owner as a function of the contract, but the tenant is ultimately responsible to reimburse the Authority for claims paid to the owner.

B. UNPAID RENT

Unpaid rent only applies to the tenant's portion of rent while the tenant is in residence under the assisted lease. It does not include the tenant's obligation for rent beyond the termination date of the HAP Contract.

Separate agreements are not considered a tenant obligation under the lease and the Authority will not reimburse the owner for any claims under these agreements.

C. VACANCY LOSS IN THE CERTIFICATE PROGRAM

Vacancy Loss is applicable to the Certificate Program only. Vacancy loss is paid if the move was in violation of the notice requirements in the lease, or the result of an eviction.

In order to claim vacancy loss, the unit must be available for lease and the landlord must:

1. Notify the Authority within 72 hours upon learning of the vacancy, or prospective vacancy, and
2. Pursue all possible activities to fill the vacancy, including, but not limited to:
 - a. Contacting applicants on the owner's waiting list, if any;
 - b. Seeking eligible applicants by listing the unit with the Authority
 - c. Advertising the availability of the unit, and
 - d. Not rejecting potentially eligible applicants except for good cause.

In the event that a unit becomes vacant because of death, the Authority will permit the owner to keep the HAP for the month in which the tenant died.

The Authority will not assess the family for any monies paid to the owner for vacancy loss if the Authority was responsible for the late move-out.

The owner must be present during the move-out inspection and only damages claimed by the owner are reimbursable.

All claims for damages must be supported by the actual bills for materials and labor and a copy of the canceled checks or other receipts documenting payment. Estimates are not acceptable.

Bills from individuals providing labor must include their name, Social Security Number, address and phone number. The landlord may not bill himself/herself for labor since that is not considered by the Authority to be an "actual cost." However, the actual cost of the owner's employees' labor, such as the resident manager, to make repairs may be included.

Reasonableness of costs will be based on local cost experience. Reimbursement for replacement of items such as carpets, drapes, or appliance, are based on depreciation schedules in general use by this Authority.

The Authority may require verification of purchase date, quality, and price of replaced items in order to calculate depreciation.

Damages which were caused during tenancy, were repaired and billed, but remain unpaid at move-out, can be considered "other items due under the lease" and included in the claim.

Eligible items to be included on the damage claim must have been a tenant responsibility under the lease or State law.

Claims for unpaid utility bills cannot be approved as part of a claim.

Claims for normal wear and tear, previously existing conditions, routine turnover preparation, cleaning and cyclical interior painting are not paid.

The Authority may inspect the unit to verify that repairs were made.

D. DAMAGE AND CLOSE OUT INSPECTIONS

Damage claim inspections are performed after the tenant has vacated the unit. These inspections are performed to assess the condition of the unit, not to evaluate the HQS. Vacate inspections will be conducted by inspector.

There will be no damage claim inspections of units with contracts effective on or after October 2, 1995.

For damages to be paid by HACC damage claim inspection will be done if requested for contracts after 10/2/95 only to document tenant damages for possible termination.

The owner must notify the Authority of the move-out and request an inspection within 72 hours of learning of the move-out in order to submit a claim for damages.

If the contract was terminated due to owner breach, or the owner was in violation of the contract at the time that it was terminated, there will be no entitlement to claims and therefore no inspection.

The owner and tenant will be notified of the date and time of the inspection. If the owner is not present, the damage claim will not be rescheduled.

The Authority will conduct a damage claim inspection on tenant's request if the owner does not also request an inspection.

A damage claim will not be approved unless the damage claim inspection is requested and completed prior to any work being done.

In the event that the Authority is unable to inspect within 14 calendar days, the owner will be permitted to use date-stamped photographs to substantiate the claim.

The owner/tenant are responsible for documenting conditions (including deficiencies) at initial occupancy.

E. PROCESSING CLAIMS (old rules)

Any amount owed by the tenant to the owner for unpaid rent or damages will first be deducted from the maximum security deposit which the owner could have collected under the program rules. If the maximum allowable security deposit is insufficient to reimburse the owner for the

unpaid tenant rent or other amounts which the family owes under the lease, the owner may request reimbursement from the Authority up to the limits for each program.

If the owner claims vacancy loss, the security deposit that was collected or could have been collected will be deducted from the vacancy loss claim.

The Authority reviews claims for unpaid rent, damages, or vacancy loss and makes a preliminary determination of amount payable. The family is informed that a claim is pending (notice sent to last known address). The notification will state the preliminarily determined amount, the type of claim, and describe the procedure for contesting the claim.

1. The Authority will offer the family ten calendar days to contest the claim. If the family disputes the claim, the Authority will schedule an informal meeting with owner and tenant in order to resolve the differences.

If the owner fails to attend the meeting, the Authority will consider this prima facie evidence of validity of the tenant's position.

If the tenant fails to attend the meeting, the Authority will proceed with its original determination.

Meetings will not be rescheduled if neither party attends.

Meetings will not be rescheduled if either party fails to attend.

2. The Authority will schedule a Claim Review. If the family misses the Claim Review, another will not be scheduled unless there are extenuating circumstances.

At the Claim Review, the amount and type of claim will be discussed with the family. If the family agrees with the amount and type of claim, the family will be offered a Repayment Agreement. If the family does not agree to sign a Payment Agreement, the Authority will process the account for collection.

If the family demonstrates that the claim, or parts of it is invalid, the Authority will adjust the amount.

3. The Authority does not give the tenant an opportunity to contest the claim.

After a determination has been made, the Authority will notify the family in writing of the decision. If it has been determined that the family owes money, the Authority will pursue collection to repay either in a lump sum or through a payment agreement. The notice will warn the family that their assistance may be terminated and they may be denied future participation in the program if they do not reimburse the Authority as required.

Other Requirements for Claims Processing

The Authority will require proof that the owners has complied with State and local laws applicable to security deposits before making payment on any claim.

All notices to tenants during the processing of a claim must include proof of mailing or of personal delivery.

No claims will be paid for a unit which is vacant as the result of the landlord voluntarily moving a family to another unit owned by the same landlord.

All unpaid rent, damage, and vacancy loss claim forms must be fully complete when they are submitted, and they must be submitted within 60 days of the date the owner learned of the move-out.

Chapter 18

OWNER OR FAMILY DEBTS TO THE AUTHORITY

INTRODUCTION

This chapter describes the Authority'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 Authority'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 Authority'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.

When families or owners owe money to the Authority, the Authority will make every effort to collect it. The Authority will use a variety of collection tools to recover debts including, but not limited to:

- Request for lump sum payments
- Civil suits
- Repayment agreements
- Abatements
- Reductions
- Collection agencies
- Credit Bureaus
- Income tax set-off programs

A. REPAYMENT AGREEMENT FOR FAMILIES

A Repayment Agreement as used in this Plan is a document entered into between the Authority and a person who owes a debt to the Authority. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of repayment, any special provisions of the agreement, and the remedies available to the Authority upon default of the agreement.

The Authority's policies and procedures for repayment agreements are provided in Attachment A to this plan.

B. DEBTS OWED FOR CLAIMS

If a family owes money to the Authority for claims paid to an owner the Authority will enter into a Repayment Agreement.

C. DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION

HUD'S definition of program fraud and abuse is a single act or pattern of actions that constitute 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.

Family Error/Late Reporting

Families who owe money to the Authority due to the family's failure to report increases in income will be required to repay in accordance with the guidelines in the Repayment Section of this Chapter.

Program Fraud

Families who owe money to the Authority due to program fraud will be required to repay in accordance with the guidelines in the Repayment Section of this Chapter.

If a family owes an amount which equals or exceeds \$2500 as a result of program fraud, the case will be referred to Inspector General. Where appropriate, the Authority will refer the case for criminal prosecution.

Repayment Procedures for Program Fraud

Families who commit program fraud or untimely reporting of increases in income will be subject to the following procedures:

The duration of the agreement will not exceed the duration of the violation.

The maximum time period for a Repayment Agreement will be twelve months.

The family will be required to pre-pay 10% of the amount owed prior to or upon execution of the Repayment Agreement.

The minimum monthly payment will be \$50.

The amount of the monthly payment will be determined in accordance with the family's current income.

D. OWNER DEBTS TO THE AUTHORITY

If the Authority determines that the owner has retained Housing Assistance or Claim Payments the owner is not entitled to, the Authority may reclaim the amounts from future Housing Assistance or Claim Payments owed the owner for any units under contract.

If future Housing Assistance or Claim Payments are insufficient to reclaim the amounts owed, the Authority will:

1. Enter into a repayment agreement with the owner for the amount owed
2. Restrict the owner from future participation

E. WRITING OFF DEBT

Debts will be written off based on established accounting procedures for the Section 8 Program.

Chapter 19

COMPLAINTS AND APPEALS

INTRODUCTION

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, or inaction of the Authority. This chapter describes the policies, procedures and standards to be used when families disagree with an Authority decision.

The procedures and requirements are explained for preference denial meetings, informal reviews and hearings. It is the policy of the Authority to ensure that all families have the benefit of all protections due to them under the law.

A. COMPLAINTS TO THE AUTHORITY

The Authority will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. The Authority may require that complaints other than HQS violations be put in writing. HQS complaints may be reported by telephone.

Categories of Complaints

1. Complaints from families: If a family disagrees with an action or inaction of the Authority or owner.

Complaints from families will be referred to the Section 8 Coordinator.

2. Complaints from Owners: If an owner disagrees with an action or inaction of the Authority or a family.

Complaints from families will be referred to the Section 8 Coordinator.

3. Complaints from Staff: If a staff person reports and owner or family either violating or not complying with program rules.

Complaints from families will be referred to the Section 8 Coordinator.

4. Complaints from the general public: Complaints or referrals from persons in the community in regard to the Authority, a family or an owner.

Complaints from families will be referred to the Section 8 Coordinator.

B. PREFERENCE DENIALS

When the Authority denies a preference to an applicant, the family will be notified in writing of the specific reason for the denial and offered the opportunity for a meeting with Authority staff to discuss the reasons for the denial and to dispute the Authority's decision.

The person who conducts the meeting must be:

Any officer or employee of the Authority except the person who made or approved the decision or a subordinate of those persons.

C. INFORMAL REVIEW PROCEDURES FOR APPLICANTS

Reviews are provided for applicants who are denied assistance before the effective date of the HAP Contract. The exception is that when an applicant is denied assistance for citizen or eligible immigrant status, the applicant is entitled to an informal hearing.

When the Authority determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain:

The reason(s) they are ineligible,

The procedure for requesting a review if the applicant does not agree with the decision and

The time limit for requesting a review.

The Authority must provide applicants with the opportunity for an Informal Review of decisions denying:

Qualification for preference
Listing on the Authority's waiting list
Issuance of a Certificate or Voucher
Participation in the program

Informal Reviews are not required for established policies and procedures and Authority determinations such as:

1. Discretionary administrative determinations by the Authority
2. General policy issues or class grievances
3. A determination of the family unit size under the Authority subsidy standards
4. Refusal to extend or suspend a Certificate or Voucher

5. Disapproval of lease
6. Determination that unit is not in compliance with HQS
7. Determination that unit is not in accordance with HQS due to family size or composition

Procedure for Review

A request for an Informal Review must be received in writing by the close of the business day, no later than 10 calendar days from the date of the Authority's notification of denial of assistance. The informal review will be scheduled within 14 calendar days from the date the request is received.

The Informal Review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person.

The Review may be conducted by anyone equal to or above the staff person handling the case as approved by the Executive Director.

The applicant will be given the option of presenting oral or written objections to the decision. Both the Authority and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

The review may be conducted by mail and/or telephone if acceptable to both parties.

A Notice of the Review findings will be provided in writing to the applicant within 10 days after the review. It shall include the decision of the review officer, and an explanation of the reasons for the decision.

All requests for a review, supporting documentation, and a copy of the final decision will be retained in the family's file.

D. INFORMAL HEARING PROCEDURES

The Authority will provide a copy of the hearing procedures in the family briefing packet.

When the Authority makes a decision regarding the eligibility and/or the amount of assistance, applicants and participants must be notified in writing. The Authority will give the family prompt notice of such determinations which will include:

- The proposed action or decision of the Authority;
- The date the proposed action or decision will take place;
- The family's right to an explanation of the basis for the Authority's decision.
- The procedures for requesting a hearing if the family disputes the action or decision;
- The time limit for requesting the hearing.

The Authority must provide participants with the opportunity for an Informal Hearing for decisions related to any of the following Authority determinations:

1. Determination of the family's annual or adjusted income and the computation of the housing assistance payment
2. Appropriate utility allowance used from schedule.
3. Family unit size determination under Authority subsidy standards
4. Determination that Certificate program family is underoccupied in their current unit and a request for exception is denied.
5. Determination to terminate assistance for any reason.
6. Determination, if applicable, to terminate a family's FSS Contract, withhold supportive services, or propose forfeiture of the family's escrow account.

The Authority must always provide the opportunity for an informal hearing before termination of assistance.

1. Discretionary administrative determinations by the Authority
2. General policy issues or class grievances
3. Establishment of the Authority schedule of utility allowances for families in the program
4. An Authority determination not to approve an extension or suspension of a certificate or voucher term
5. An Authority determination not to approve a unit or lease
6. An Authority determination that an assisted unit is not in compliance with HQS (Authority must provide hearing for family breach of HQS because that is a family obligation determination)
7. An Authority determination that the unit is not in accordance with HQS because of the family size.
8. An Authority determination to exercise or not exercise any right or remedy against the owner under a HAP contract

Notification of Hearing

It is the Authority's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, the Authority will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

When the Authority receives a request for an informal hearing, a hearing shall be scheduled within 14 calendar days. The notification of hearing will contain:

1. The date and time of the hearing
2. The location where the hearing will be held
3. The family's right to bring evidence, witnesses, legal or other representatives at the family's expense
4. The right to view any documents or evidence in the possession of the Authority upon which the Authority based the proposed action and, at the family's expense to obtain a copy of such documents prior to the hearing. Such documents or evidence must be received no later than three days before the hearing date.
5. A notice to the family that the Authority will request a copy of any documents or evidence the family will use at the hearing. Such documents or evidence must be received no later than three days before the hearing date.

The Authority's Hearing Procedure

If a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, the family must contact the Authority within 24 hours, excluding weekends and holidays. The Authority will reschedule the hearing only if the family can show good cause for the failure to appear.

Families have the right to:

Present written or oral objections to the Authority's determination.

Examine the documents in the file which are the basis for the Authority's action, and all documents submitted to the Hearing Officer;

Copy any relevant documents at their expense

Present any information or witnesses pertinent to the issue of the hearing;

Request the Authority staff be available or present at the hearing to answer questions pertinent to the case; and

Be represented by legal counsel, advocate, or other designated representative at their own expense.

In addition to other rights contained in this chapter, the Authority has a right to:

Present evidence and any information pertinent to the issue of the hearing;

Be notified if the family intends to be represented by legal counsel, advocate, or another party;

Examine and copy documents to be used by the family prior to the hearing;

Have its attorney present; and

Have staff persons and other witnesses familiar with the case present.

The Informal Hearing shall be conducted by the Executive Director appointed by the Authority who is neither the person who made or approved the decision, nor a subordinate of that person.

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The Hearing Officer may ask the family for additional information and/or might adjourn the Hearing in order to reconvene at a later date, before reaching a decision.

If the family misses an appointment or deadline ordered by the Hearing Officer, the action of the Authority shall take effect and another hearing will not be granted.

The Hearing Officer will determine whether the action, inaction or decision of the Authority is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the Hearing Findings shall be provided in writing to the Authority and the family within 10 days and shall include:

A clear summary of the decision and reasons for the decision;

If the decision involves money owed, the amount owed, and

The date the decision goes into effect.

The Authority is not bound by hearing decisions:

Which concern matters in which the Authority is not required to provide an opportunity for a hearing

Which conflict with or contradict to HUD regulations or requirements;

Which conflict with or contradict Federal, State, or local laws; or

Which exceed the authority of the person conducting the hearing.

The Authority shall send a letter to the participant if it determines the Authority is not bound by the Hearing Officer's determination within five calendar days. The letter shall include the Authority's reasons for the decision.

All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

E. HEARING AND APPEAL PROVISIONS FOR “ RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS”

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while the Authority hearing is pending but assistance to an applicant may be delayed pending the Authority hearing.

INS Determination of Ineligibility

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the Authority notifies the applicant or participant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with the Authority either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give the Authority a copy of the appeal and proof of mailing or the Authority may proceed to deny or terminate. The time period to request an appeal may be extended by the Authority for good cause.

The request for an Authority hearing must be made within fourteen days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within fourteen days of receipt of that notice.

CHAPTER 20

REASONABLE ACCOMMODATIONS FOR SECTION 8 VOUCHER PROGRAM

HUD DEFINITION OF A DISABLED PERSON:

HUD'S definition of a "handicapped person" is now "person with a disability." The terms "handicapped" and "disabled" are interchangeable in current HUD regulations.

The HUD definition of a person with a disability is quite narrow for purposes of receiving the Disabled Family Preference, the \$400 disabled household deduction, the \$480 disabled dependent allowance, the medical deduction expense or allowances for disability assistance expenses. Many people have substantial impairments that will not qualify as a disabled person under the Section 8 program. The person must provide third-party documentation that they meet at least **ONE** of the three qualifying definitions of disabled.

Persons are considered disabled if:

1. They have a disability as defined in 42 U.S.A.C. 423
2. They are determined, pursuant to HUD regulations, to have a physical, mental or emotional impairment that:
 - a. is expected to be a long-continued and indefinite duration;
 - b. substantially impedes their ability to live independently; and
 - c. is of such a nature that the ability to live independently could be improved by more suitable housing conditions.

OR

3. They are functionally disabled as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001). "Severe chronic disability that:
 - a. is attributable to a mental or physical impairment or combination of mental and physical impairments;
 - b. is manifested before the person attains age 22;
 - c. is likely to continue indefinitely
 - d. 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,

- 5) self direction,
 - 6) capacity for independent living, and
 - 7) economic self-sufficiency; and
- e. reflects the person's need for a combination and sequence of special interdisciplinary or generic care, treatment or other services which are of lifelong or extended duration and are individually planned and coordinated."

OR

4. They meet the definition of an individual with handicaps under 24CFR 8.3 (for purposes of reasonable accommodation and program accessibility for persons with disabilities). An individual with handicaps is a person having a physical or mental impairment that (a) is expected to be of long-continued and indefinite duration, (b) substantially impedes his or her ability to live independently, and (c) is of such a nature that such ability could be improved by more suitable housing conditions.

Persons who have acquired immunodeficiency syndrome (AIDS) or any conditions arising from the AIDS virus are not excluded from the definition.

For purposes of qualifying for low-income housing, the definition does not include a disability based solely on any drug or alcohol dependence.

Receipt of Supplemental Social Security Disability Income or SSI sufficiently proves the person meets the HUD definition of disabled for allowances purposes. However, most state disability insurance and disabled veteran payments are defined by a different standard. Their receipt alone is not sufficient. The best and easiest way to resolve whether or not a person should be entitled to the allowance is to require a third party verification from a professional competent to determine whether the person meets at least one of the three prongs of the HUD definition. If the PHA receives such certification, they should apply the allowance, if the person is unable to provide the additional certification, they should be denied the allowance.

FOR REASONABLE ACCOMMODATION PURPOSES:

Though the HUD definition is quite narrow for purposes of determining allowances, the definition of a person with a disability for purposes of granting a reasonable accommodation request under either 504, FHAA or the ADA is much broader. The Fair Housing Act defines "handicap" as

1. "a physical, mental or emotional impairment that substantially limits one or more of a person's major life activities;

2. “has a record of such impairment; or
3. “is regarded as having such an impairment.”

This definition is virtually identical to the 504 definition at 29 U.S.C. section 706(8)(B) and the definition of a disabled person under the ADA.

The physical or mental impairment can include practically any condition, disease, illness, disfigurement or disorder, as long as the impairment substantially limits one or more major life activities. Examples include: **Alcoholism; Cerebral palsy; Cancer; Mental Illness; Emotional disorder; Former drug addiction; HIV infection.**

Major life activities includes, but is not limited to: **Caring for oneself; Performing tasks; Walking; Seeing; Hearing; Breathing; Learning; Working.**

These federal civil rights laws were intended to cover a wide range of disabilities and do not require the severity of the HUD definition for qualification as a disabled person for purposes of requesting an accommodation. This is because the laws were intended to ensure that a person with some limitation due to an impairment was excluded from a program simply by virtue of that impairment so long as a reasonable shift in a program’s rules or practices could allow them full access to the program.

If an applicant, or program participant, finds themselves in need of a “reasonable accommodation”, they must make the Housing Authority aware of their request for Reasonable Accommodation. This notification can be in writing, by telephone, in person, through a third party, or by whatever means possible.

Limitations specifically excluded from disability protection:

The following three categories are specifically excluded from the protections of disability laws:

1. Current drug users (refer to 4-22 Nan McKay)
2. People whose alcohol use interferes with the rights of others (see 4-23)
3. A person with any disability that poses a direct threat or substantial risk of harm to others that cannot be controlled with a reasonable accommodation under the Section 8 program. (see 4-24)

Administrative procedures for assisting people with disabilities:

The McKean County Housing Authority has an affirmative obligation to make reasonable adjustments to our rules, policies, practices, procedures, and physical premises to people with disabilities have equal access to the housing program.

All applicants for the Section 8 program must file an application for assistance with the Housing Authority. These applications are available by visiting the Housing Authority's main office at 410 E. Water Street, Smethport, Penna. or the Central Towers office at 130 Greeves Street, Kane, Penna. Both of these offices are handicapped accessible. Applications are also made available by calling either office, and requesting that an application be mailed directly to the applicant.

Also, the Housing Authority has a TDD telephone line for the hearing impaired to contact the office for an application or information.

All applications are maintained on a waiting list for assistance. Assistance is offered based on the date of application with the oldest application being offered assistance first. People with disabilities are not given any preference over people without disabilities. Applications do ask if the applicant has any special housing needs.

Initial income eligibility for the Section 8 program is determined when the application is received... If the applicant does not qualify under the published income limits, a letter is sent informing the applicant that their application would not be considered due to being over income.

Group briefing sessions for new applicants are generally held on a quarterly basis. If an applicant scheduled to be briefed is unable to attend the session, Housing Authority staff will conduct a home visit. There are many reasons for an applicant not being able to attend such briefings; among them are disabilities, illness, elderly, or lack of transportation. It is the responsibility of the applicant to notify the Housing Authority that they are unable to attend the briefing session. The Housing Authority will make alternative arrangements for those who have special needs.

At briefings, applicants bring all eligibility information and they are issued an unnumbered voucher based on initial application information. Formal and final acceptance into the program comes after third party verifications are received and a criminal report is returned from law enforcement agency.

BRIEFING OF PEOPLE WITH DISABILITIES

The McKean County Housing Authority must assume that an individual with special needs will inform staff if they have specific special needs. The needs of the applicant are what are taken into consideration when setting up a briefing. We will conduct home visits, conduct briefings over the phone or we will set up an appointment at a convenient location to make it more convenient for the applicant. The Housing Authority will provide assistance and accommodations to any individual with needs when setting up a briefing for the Section 8 program.

PROVIDING REASONABLE ACCOMMODATIONS THROUGH SECTION 8 LANDLORDS:

When landlords contact the Housing Authority about the Section 8 Program and participation, the Housing Authority sends out a FACT Sheet which describes the program and includes information about making units accessible.

When a landlord goes to the expense of amending a rental unit for handicapped accessibility, the Housing Authority is able to increase the Fair Market Rent to 120% of current limits.

If the Housing Authority knows that there is an applicant with special housing needs looking for an accessible unit, the Housing Authority staff will refer the applicant to the participating landlord.

WE DO NOT REQUIRE THAT AN APPLICANT WITH SPECIAL HOUSING NEEDS RENT FROM ANY PARTICULAR LANDLORD OR REQUIRE THAT THEY ACCEPT A MODIFIED UNIT.

SPECIAL ACCOMMODATIONS FOR PEOPLE WITH DISABILITIES:

For disabled participants with a verified need for a live-in aide, and/or medical equipment, the Housing Authority will recognize these as reasonable and provide an extra bedroom subsidy.

MAKING EXCEPTIONS:

Even though all participants are treated the same, this Administrative Plan allows for certain exceptions on behalf of certain people with disabilities. Latitude will be given if mitigating factors show that the violation or exception was caused by the disability. An example of this would be if an applicant did not return paperwork in a timely manner or if an applicant/participant failed to show up for a meeting.

The Housing Authority will grant additional time for finding a unit to an applicant that has special accommodation needs. Usually, applicants have 60 days to find eligible housing with two 30 day extensions, if requested. Applicants with special needs will be given extra extensions to find eligible housing. Each case will be reviewed on an individual basis. Applicants must prove a continued effort to find housing.

All requests for program accommodations, exceptions or alterations will be reviewed on a one-to-one basis. However, the Housing Authority will not (1) waive essential lease obligations like the requirement of the family to pay their portion of the rent; (2) add supportive services that fall outside of the scope of auxiliary aids necessary to ensure clear communication with the participant; (3) impair the ability of the Section 8 office

to collect the required information from the participant.

Finding accessible units:

Section 504 requires housing agencies to assist in finding accessible units for disabled voucher holders. This duty includes recruiting landlords with accessible units and searching for units when requested by the individual. The McKean County Housing Authority will assist with lease negotiations with the landlord, if requested.

DISCRIMINATION BY LANDLORD(S).

In addition to the general prohibition of discrimination under the Fair Housing Amendments Act, private landlords who rent to Section 8 participants are also bound in their housing assistance payments contract not to discriminate against a person with disabilities. If a particular landlord is not in compliance with fair housing laws, the Section 8 program should evaluate whether the landlord has taken adequate steps to ensure future compliance. If there is evidence of egregious or repeated violations, the McKean County Housing Authority will terminate its relationship with the landlord or face liability itself for contracting with a known discriminatory entity.

Applicants who feel that they have been unfairly discriminated against will be provided information concerning HUD's Fair Housing complaint process and assisted with filing the necessary complaint forms.

LIVE-IN AIDE POLICY:

A live-in aide will be required to sign a lease addendum clarifying that the person is present pursuant to an employment agreement and has no property interest in the unit.

An elderly or near elderly household member (50 to 61 years of age or older) or a household member with a disability may be eligible to add a live-in aide to the unit if they can show that a live-in aide is necessary to afford them an equal opportunity to use and enjoy their rental unit.

The McKean County Housing Authority will allow a Section 8 participant to have a live-in aid, if the participant has a third-party verification that the accommodation is required.

The family (or individual) that needs the live-in aide will be allowed a larger living unit, and an equally larger subsidy standard in order to house the aide.

A **live-in aide** is a person who resides with one or more elderly people, or near-elderly people, or people with disabilities and who:

- Is determined to be essential to the care and well being of the person or people.
- Is not obligated for the support of the person or people; and
- Would not be living in the unit except to provide the necessary supportive services.

If a **family member** is providing the necessary medical care, the Housing Authority must require that the family member meet the three parts of the HUD definition (listed above.) If the family member resides with the participant and they live as a family and share resources, they are **NOT** considered to be live-in aides. They are family members taking care of their disabled family.

The McKean County Housing Authority has adopted the following test to determine whether the family member is a family member or a live-in aide:

- The person is capable of and essential to providing the required care.
- The person (family member) has not made regular contributions to the household while the family was receiving housing assistance.
- There is no reason for the person to live in the unit other than to provide care for the disabled household member.
- The person intends to maintain separate finances and live independently from the assisted household except to provide the necessary care and will not be considered a remaining family member.

The Housing Authority will require that the family member claiming to be a live-in aide must provide verification of previous address and a signed release of information form and criminal check form just as a housing applicant must do.

A decision will be made on the live-in aide status based in the information provided. If the participant and the live-in aide do not agree with the decision, the normal grievance procedures will apply.

All proposed live-in aides will have a criminal check conducted. No live-in aide who owes the Housing Authority money from a previous program participation, has a drug or alcohol criminal record, or is a registered sex offender will be allowed to serve as a live-in aide.

NON-RELATED LIVE-IN AIDE:

When the live-in aide meets all of the definitions by not being considered a household member, the live-in aide's income is not counted in the family's rental assistance contribution. This is because the live-in aide is presumably there only to provide the service and will not be combining their resources with that of the family.

If a live-in aide wants to switch to family member status, they must provide documentation to the Housing Authority for approval.

REQUEST FOR A REASONABLE ACCOMMODATION

**Our return address: McKean County Housing Authority
P. O. Box 3366
Smethport, PA 16749
Telephone (814)887-5563
Fax (814)887-2013
TTD (814)887-5318**

If you need:

- a change in our policies or procedures
- a repair or change in your apartment
- a repair or change to some other part of the property
- a change in the way we communicate with you

Because of a disability, you may ask for this change, which is called a “reasonable accommodation.

If your request is reasonable, if it is not too expensive, and if it is not too difficult to arrange, we will try to make the changes you need.

We will make every effort to render a decision within thirty (30) business days. We will let you know if we need more information or verification from you or if we would like to discuss other ways of meeting your needs.

If we turn down your request, we will explain our decision, and you may give us additional information.

Please advise us if you need help in using the form, or if you wish to receive this Request Form in an alternative format to meet your communication needs.

HOUSING AUTHORITY OF THE COUNTY OF McKEAN
REQUEST FOR A REASONABLE ACCOMMODATION

Name: _____ Phone: _____

Address: _____ Apt. #: _____

City: _____ State: _____ Zip: _____

Currently, I am:

An applicant on the waiting list

A resident or Section 8 participant

The following member of my household has a disability that qualifies under HUD rules (a mental or physical impairment that substantially limits one or more major life activities; a record of such an impairment, or being regarded as having such an impairment).

Name: _____ Relationship: _____

As a result of his/her disability, the following change(s) are necessary so he/she can have the opportunity to equally participate in the housing assistance programs:

You may verify the disability and the need for this request by contacting the following health care or other professional:

Name & Title _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

I give you permission to contact the above individual for purposes of verifying that I, or a family member, have a disability and need the reasonable accommodation requested above. I understand that the information you obtain will be kept completely confidential and used solely to determine whether or not you will provide the accommodation.

Signature (Person with Disabilities or Head of Household) Date

REQUEST FOR A REASONABLE ACCOMMODATION

The following member of my household has a disability:

Please provide this reasonable accommodation (specify accommodation(s)):

I need this reasonable accommodation because:

Date: _____

Name: _____

Address: _____

Telephone: _____

REQUEST FOR INFORMATION OR VERIFICATION

**Our return address: McKean County Housing Authority
P. O. Box 3366
Smethport, PA 16749
Telephone (814)887-5563
Fax (814)887-2013
TTD (814)887-5318**

DATE: _____

To: _____

Dear Applicant or Resident:

We have received your Request for a Reasonable Accommodation. We need to know more about _____ before we can decide how to address your request.

We need to know more because _____.

You can give us more information by _____. If this is a problem for you, other ways of providing the information may also be acceptable.

We will not make a decision until we have this new information.

If you think that you have given us this information, or if you think that we should not ask for this information, please call us at (814)887-5563. Please call if you have any other questions.

Sincerely,

JUNE 30, 2005

**Our return address: McKean County Housing Authority
P. O. Box 3366
Smethport, PA 16749
Telephone (814)887-5563
Fax (814)887-2013
TTD (814)887-5318**

Date: _____

To: _____

Dear Applicant or Resident:

You requested the following change or accommodation: _____

We have attached a copy of your request form. We have denied your request because:

- You do not meet the definition of an individual with handicaps and we are not required to provide a reasonable accommodation.
- You do not need this accommodation in order to enjoy or participate equally in our housing.
- It will create undue financial and administrative burdens for us.
- It will change the fundamental nature of our program.

We have decided this because _____.

We relied on these facts to deny your request _____.

To make this decision we _____

_____.

If you disagree with our decision, you are entitled to an informal hearing and/or the filing of a grievance. Additionally, if you feel that you have been discriminated against based on your disability; you have the right to file a fair housing complaint to HUD. The HUD phone number is (412)644-6462.

Sincerely,

JUNE 30, 2005

APPROVAL OF REQUEST FOR A REASONABLE ACCOMMODATION

**Our return address: McKean County Housing Authority
P. O. Box 3366
Smethport, PA 16749
Telephone (814)887-5563
Fax (814)887-2013
TTD (814)887-5318**

Date: _____

To: _____

Dear Applicant or Resident:

We have approved your request for the following change or reasonable accommodation:

- We can provide you with this accommodation by_____.
- To make the change you requested, we must have three bids and then arrange installation. This is why we are not able to provide you with the accommodation immediately.
- _____ (other reason for delay)

Please call us at (814)887-5563 if you have any questions.

If you think this change or reasonable accommodation is not what you requested, if it is not acceptable, or if you object to the amount of time it will take to provide it, you may contact the Fair Housing and Equal Opportunity (FH&EO) office at 412-644-6965. The FH&E) Office is located at 339 Sixth Avenue, Pittsburgh, PA 15222. You may also contact the following agencies:

If you're requested Reasonable Accommodation has not been accomplished by the designated date, please feel free to contact Penny Eddy, Executive Director.

Sincerely,

JUNE 30, 2005

REQUEST FOR A MEETING

Our return address: McKean County Housing Authority
P. O. Box 3366
Smethport, PA 16749
Telephone (814)887-5563
Fax (814)887-2013
TTD (814)887-5318

Date: _____

To: _____

Dear Applicant or Resident:

We have received your request for a reasonable accommodation. It would help us make our decision if we could meet with you. You may bring someone to assist you with the meeting.

We would like to meet on _____ at _____.
If you cannot come at that time, please call us at (814)887-5563.

We will talk about _____ at this meeting.

Please come ready to talk to us about the changes you want. Please bring copies of any information that you would like to give us.

Sincerely,

JUNE 30, 2005

MCKEAN COUNTY HOUSING AUTHORITY

RESIDENTIAL LEASE AGREEMENT

RESIDENTIAL LEASE AGREEMENT

PART 1 – TERMS & CONDITIONS

TABLE OF CONTENTS	PAGE NO.
SECTION 504 EQUAL ACCESS STATEMENT	
I. DESCRIPTION OF PARTIES AND PREMISES.....	3
II. LEASE TERM AND AMOUNT OF RENT	4
8III. OTHER CHARGES.....	4
IV. PAYMENT LOCATION	5
V. SECURITY DEPOSIT.....	5
VI. UTILITIES AND APPLIANCES	6
VII. OCCUPANCY	6
VIII. ABILITY TO COMPLY WITH THE TERMS OF THE LEASE	7
IX. RECERTIFICATIONS	7
X. AUTHORITY'S OBLIGATIONS.....	11
XI. TENANT'S OBLIGATIONS	12
XII. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY.....	16
XIII. INSPECTIONS.....	16
XIV. ENTRY OF PREMISES DURING TENANCY.....	17
XV. NOTICE PROCEDURES	17
XVI. TERMINATION OF THE LEASE.....	18
XVII. WAIVER	21
XVIII. CHANGES AND NEW LEASES.....	22
XIX. GRIEVANCE PROCEDURE.....	22

PART II of the Lease:

Part II of the Lease consists of three (3) pages and contains specific information pertaining to the leaseholder and household members (i.e., - unit location, household composition, amount of rent and security deposit, etc.). Page 3 is the signature page for Part I and II of the Lease, and serves as the Tenant’s acknowledging explanation of the lease, receipt of any attachments to the lease, fraud certification, etc.

Equal Access Statement

All Tenants receive a copy of the lease. If you do not have a copy of your lease or need help understanding the lease the Authority will provide assistance. You must contact the Authority to make arrangements.

t. **You can contact the Authority by phone (814) 887-5563, TTD (814) 887-5318, in person, or through written communication to advise us of your request.**

For persons with mobility-impairment – A copy of this lease is kept at our main office located at 410 East Water Street, Smethport, PA. You **must phone** to arrange to examine the lease. Please call (814) 887-5563. The office is accessible but we ask that you call first so that a staff person is available to assist you.

For persons with visual impairment – **the Authority will provide a staff person to assist a vision-impaired person in reviewing this lease. Assistance may include: describing the contents of the lease, reading the lease or sections of the lease, providing a large type version of this lease or providing other appropriate assistance.**

Assistance to insure equal access to this document will be provided in a confidential manner and setting. The disabled individual is responsible for providing his/her own transportation to and from the location where this document is kept.

If a disabled individual is involved, all hearings or meetings required by this Lease or the Grievance Procedure will be conducted in an accessible location with appropriate assistance provided. The disabled individual is responsible for providing his/her own transportation to and from the hearing or meeting location.

PART I - RESIDENTIAL LEASE AGREEMENT TERMS AND CONDITIONS

THIS AGREEMENT is between the McKean County Housing Authority, hereinafter called the "Authority," and the Tenant named in Part II of this lease, hereinafter called the "Tenant." Where applicable, the terms and conditions of this lease will be listed according to the responsibilities of each party.

I. DESCRIPTION OF PARTIES AND PREMISES

- A. The Authority, relying upon the representations of Tenant as to Tenant's income, family composition, and needs, hereby leases to Tenant, upon the terms and conditions hereinafter set forth, the property (hereinafter called "premises" or "dwelling unit") described in Part II of the Lease Agreement, subject to the terms and conditions of this lease.
- B. Said premises are to be occupied exclusively as a private residence, solely for the Tenant and the family members named on the Lease Agreement.
- C. Additions to the Household members named on the lease including Live-In Aides and foster children, but excluding natural births, require the advance written approval of the Authority. Such approval will

be granted only if the new household members pass the Authority's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused.

Tenant further agrees to await the Authority's approval prior to allowing additional persons to move into the leased premises. Failure on the part of the Tenant to comply with this provision will allow the Authority to terminate the lease.

- D. Deletions from the household members named on the lease, due to any reason whatsoever, shall be reported by the Tenant to the Authority. The Tenant must report the deletion in writing, within 10 working days of the occurrence.

II. LEASE TERM AND AMOUNT OF RENT

- A. Unless otherwise modified or terminated this Lease shall automatically be renewed for successive terms of one year.

The rent amount and period are stated in Part II of this Lease. The amount of the Total Tenant Payment and Tenant Rent shall be determined by the Authority in compliance with HUD regulations and requirements and in accordance with the Authority's Admissions and Occupancy Policy. Rent shall remain in effect unless adjusted by the Authority.

- B. Rent and other charges are DUE and will be PAYABLE in advance of the first day of each month. (Rev. 3/27/03)

When the Authority makes any change in the amount of Tenant Rent, the Authority shall give advance written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is effective. Rent redeterminations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by the Authority. If Tenant asks for an explanation, the Authority shall respond in a reasonable time.

III. OTHER CHARGES

In addition to rent, the TENANT is responsible for the payment of certain other charges. Other charges can include:

- A. **Maintenance Costs** – labor and materials, for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear caused by the Tenant, household members or by guests. When the Authority determines that maintenance service is NOT due to normal wear and tear, the Tenant shall be charged for the cost of such service (labor plus materials) in accordance with the Schedule of Maintenance Charges posted by the Authority. For work not listed on the Schedule of Maintenance Charges, Tenant charges shall be based on the actual cost to the Authority for labor and materials needed to complete the job. **If overtime work is required, overtime rates shall be charged. (Current overtime charge is listed on the Schedule of Maintenance Charges.)** (Rev. 3/27/03)

- B. **Excess Utility Charges** – Where utilities are provided the Authority shall assess a charge for excess utility consumption due to the operation of major Tenant supplied appliances. For these charges, see the Monthly Excess Utilities Charge Sheet.
- C. **Late Charge** – The Authority shall assess a late charge of \$1.00 a day for every day after the fifteenth (15th) of the month. The Tenant will incur a late charge if the rent is not paid by 4:30 p.m. on the fifteenth (15th) of each month.

Exception to Late Charge Policy: The \$1.00 per day late charge will be waived for those tenants that receive their monthly Social Security Checks after the 15th of the month. Any tenant that receives this exception must provide their Social Security notification letter to the Housing Authority. If the letter is not provided, the exception will not be applied. (Rev. 1/2002)

- D. **Returned Check Policy** – The Authority shall assess a bad check charge of \$15.00 for checks returned. Further, any Tenant who has a check returned will be prohibited from making future rental payments by check. Only cash or money orders shall be accepted.
- E. The Authority shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges for Maintenance Costs are due the first of the 2nd month following the work defined in the Maintenance Costs as explained in the notice to the tenant. If the cost of the Maintenance Cost exceeds \$25, a payment agreement will be executed between the Housing Authority and the resident defining a schedule of payments. If the resident fails to meet the established payment schedule, a daily late charge will be applied starting with the date that the payment is missed. (Rev. 3/27/03)

IV. PAYMENT LOCATION

Rent and other charges can be paid at the Housing Authorities Office at 410 East Water Street, Smethport, PA 16749.

V. SECURITY DEPOSIT

- A. **Tenant Responsibilities** – Tenant agrees to pay an amount equal to one months rent but not more than \$95.00. The full amount of the security deposit is due at the time of admission. Upon termination of this lease, Tenant agrees to notify the Authority of his/her new address for refund of the security deposit, if applicable.
- B. **Authority's Responsibilities** – Use of the Security Deposit – The Authority will use the Security Deposit at the termination of this Lease:
 1. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by the Tenant and/or Tenant's household members, or Tenant's guests.
 2. To pay the cost of any rent or other charges owed by the Tenant at the termination of this lease.

The Security Deposit **MAY NOT** be used to pay rent or other charges while the Tenant occupies the dwelling unit.

No refund of the Security Deposit will be made unless Tenant has submitted a written 15-day notice of intent to vacate the unit. No refund of the Security Deposit will be made until after the Tenant has vacated, and the dwelling unit has been inspected by the Authority.

The return of a security deposit shall occur within 30 days of the dwelling unit becoming vacant. The Authority agrees to return the Security Deposit to the Tenant when he/she vacates, less any deductions for any costs indicated above, **provided the Tenant has furnished the Authority with a forwarding address.** If such deductions are made, the Authority will furnish the Tenant with a written statement of any such costs for damages and/or other charges to be deducted from the Security Deposit.

VI. UTILITIES AND APPLIANCES

- A. **Authority's Responsibilities** – As part of the rent the Authority will supply water, sewage, electricity, and natural gas for normal household use. The Authority will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

The Authority will provide a cooking range and refrigerator. Major electrical appliances, freezers, extra refrigerators, washers, dryers, etc., are permitted at an added monthly cost. (See the Monthly Excess Utilities Charges Sheet) Air conditioners may be used only with permission from the Authority and only for health reasons (Tenant must provide a statement from their doctor).

- B. **Tenant Responsibilities** – Tenant agrees not to waste the utilities provided by the Authority and to use the utility only for household purposes. For example, washing vehicles is considered wasting utilities. Tenant will be charged an excess utility consumption charge if it is proved that Tenant is wasting utilities.

The use of space heaters in any Authority unit is strictly prohibited unless provided by the Housing Authority for emergency heating purposes. (Rev. 3/27/03)

VII. OCCUPANCY

The following terms and conditions of occupancy are made a part of the Lease:

- A. **Use and Occupancy of Dwelling** – Tenant shall use and occupy the premises exclusively as a private dwelling for the Tenant and other household members listed on the lease.

This provision does not exclude reasonable accommodations to Tenant's guests or visitors. Tenant must report any guests or visitors staying for more than three (3) days. Permission may be given for accommodations to Tenants' guests or visitors for a period not exceeding (14) fourteen days. No guest may stay more than fourteen (14) days in a year.

- B. Roomers and Lodgers shall not be permitted to occupy the premises, nor shall they be permitted to move in with any family occupying a dwelling unit. If any Tenant provides overnight

accommodations to any individuals(s) for more than three nights in a one-week period without obtaining the permission of the Authority, the Tenant will be considered to be taking in roomers or boarders and be held in violation of the lease.

- C. Tenant will not be given permission to allow a former Tenant of the Authority who has been evicted to occupy the unit for any period.
- D. Mail shall be delivered to the dwelling unit only for persons listed as occupants on this Residential Lease Agreement.
- E. The Tenant shall comply with all laws affecting the use or occupancy of the premises and with all Federal regulations now or hereafter established or modified.

VIII. ABILITY TO COMPLY WITH THE TERMS OF THE LEASE

IF, during the term of this Lease, any Tenant is no longer able to comply with the material provisions of the lease by reasons of physical or mental impairment, (e.g. failure to maintain the premises in a clean, safe and livable condition; being disruptive, abusive, or otherwise interfering with the quiet enjoyment of other Tenants);

AND Tenant cannot make arrangement for someone to aid him/her in complying with the lease, and the Authority cannot make any reasonable accommodation that would enable the Tenant to comply with the lease;

THEN, the Authority will refer the Tenant, or third party designated by the Tenant, to the appropriate social service agency in an effort to find housing that is more suitable and move the Tenant from the dwelling unit. If there are no family members willing or able to take responsibility for moving the Tenant, the Authority will attempt to work with the appropriate agencies to secure suitable housing.

At the time of admission, all Tenants must identify the family members or third party to be contacted if they become unable to comply with the terms of this lease.

IX. RECERTIFICATIONS

- A. Eligibility for Continued Occupancy – The income, allowances and family composition of each household shall be reexamined within 12 months of the family’s move-in date and no less than once each year thereafter. Recertifications determine the tenant’s monthly rent, eligibility for continued occupancy and the required unit size. The Authority follows all pertinent HUD regulations in its completion of reexaminations.

Only those residents meeting all of the following requirements will be considered eligible for continued occupancy:

1. Qualify as a family or the remaining member of a tenant family;
2. Who have exhibited conduct since residing in public housing that shows the tenants has not:

- a. Interfered with other residents in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety or welfare.
- b. Adversely affected the physical enjoyment of the community.
- c. Adversely affected the financial stability of the community.

3. Who are in full compliance with the terms and conditions of the Lease.

B. Choice of Rent – Each year at the time of the Annual Recertification, the family has the option of selecting the Authority’s established Flat Rent or having their rent based on the amount of their income (Income-Based Rent). At the Recertification, the Authority may assist the family in identifying the rent method that would be most advantageous for the family

Families who opt for the Flat Rent may request to have an Interim Recertification and return to the Income-Based method once during the lease year for any of the following reasons:

1. The family's income has decreased.
2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
3. Other circumstances creating a hardship on the family such that the Income-Based method would be more financially feasible for the family.

All requests to return to the Income-Based Rent must be submitted in writing.

C. Annual Recertifications – No more than 90 days in advance of the scheduled Annual recertification effective date, the family shall be notified that they are required to verify income sources.

All adult members of the household will be required to sign an Authorization for Release of Information forms (Consent forms), and **all** other forms required for occupancy. The family shall provide all information regarding employment and income data, assets sources, family composition, allowances, and other information deemed necessary. The Authority will send the consent forms to the sources that will verify the family circumstances.

Upon receipt of verification for families selecting the Income-Based Rent, the Authority will determine the family's annual income and will calculate their rent as follows.

The Total Tenant Payment is equal to the highest of:

1. 10% of monthly income;
2. 30% of adjusted monthly income

The family will pay the greater of the total tenant payment or the Minimum Rent of \$50.

Prior to signing the Lease Amendment, the family shall select either the Flat Rent or the Income-Based Rent. Each family shall sign a certification as to its rent choice.

D Effective Date of Rent Changes for Annual Recertifications – The new rent will be effective the first (1st) day of the month set for Annual Recertification, by the Housing Authority, for that development.

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

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

E. Interim Recertifications – During an Interim Recertification, only the information affected by the changes being reported will be reviewed and verified.

Families are required to report the following changes to the Authority between Annual Recertifications. If the family's rent is being determined under the Income-Based method, these changes may trigger an Interim Recertification. The family shall report the following changes within ten (10) days of their occurrence unless otherwise noted. All changes must be submitted in writing.

1. All changes in household composition.
2. All increases in income and changes in employment status.
3. Decrease in income expected to last at least 30 days.
4. Increase in allowances or deductions.
5. Exceptional medical expenses (for elderly/disabled only) must be reported within 60 days of services or charge.

For families on Income-Based Rent, the Authority will conduct an Interim Recertification if it is alleged that the tenant has misrepresented the facts upon which the rent is based. In such cases, any increase in rent shall be made retroactive.

The Authority may conduct, at its discretion, Interim Recertifications when it deems it is in its interest to do so.

Interim Recertifications do not affect Annual Recertification effective dates.

F. Special Recertifications– If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income or have a temporary decrease in income, the Authority may schedule Special Recertifications every sixty (60) days until the income stabilizes and an annual income can be determined.

G. Effective Date of Rent Changes Due to Interim or Special Recertifications – Unless there is a delay in recertification processing caused by the family, any rent increase will be effective the first day of the

month after the 30 day notice is given. If the family cause's delays, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the Interim Recertification should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

H. Failure to Report Accurate Information - If it is found that the tenant has misrepresented or failed to report to the Housing Authority, facts upon which his/her rent is based so that the rent being paid is less than that which should have been charged, **the increase in rent will be made retroactively**. Failure to report accurate information is grounds for initiating eviction proceedings in accordance with the McKean County Housing Authority's lease.

I. Changes in Household Composition

1. Tenants are required to report any change in household composition within ten (10) working days of the change. All changes must be submitted in writing.
2. New household members may be added to the tenant's lease if the new family member has been added as the result of birth, marriage, reconciliation with a spouse, legal adoption, placement of foster children, or award of custody to or by a member of a household on the lease. The Authority has the right to deny admission to any person found to be ineligible.
3. **Tenants will not be permitted to allow a former tenant of the Authority who has been evicted to occupy the unit for any period.**
4. A tenant must provide documentation, as required by the Authority, when reporting that a family member has vacated the household. In the case of an income producing household member, the Authority will require at least two documents verifying the new address or other evidence deemed acceptable by the Authority. Utility bills, a driver's license, an automobile registration, voter registration, an employer's verification, or a lease bearing the family member's name, new address and a date are examples of acceptable evidence. Court papers indicating that a family member has left the household such as a Petition for Dissolution of Marriage, a Petition for an Order of Protection from Abuse, or a Petition for Legal Separation may also be acceptable.

J. Transfers

1. Tenant agrees that if the Authority determines that the size or design of the premises is no longer appropriate to Tenant's needs, or does not conform to the Occupancy Standards as described in the Admissions and Occupancy Policies, the Authority may send the Tenant a 15 day Notice of Transfer. Tenant further agrees to accept a new Lease for a dwelling unit of the appropriate size or design.

2. The Authority, if it deems appropriate, may move a Tenant into another unit if necessary to rehabilitate the Tenant's unit or to provide proper facilities for disabled persons.
3. If a Tenant makes a written request for special unit features in support of a documented disability, the Authority shall have the choice to modify Tenant's existing unit or transfer Tenant to another unit with the features requested.
4. A Tenant without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit. This provision shall be covered by a Lease Rider executed by the Tenant and the Authority at the time of occupancy.
5. Tenant is required to move into the dwelling unit made available by the Authority and has 15 days time in which to move following the execution of the new lease. If Tenant refuses to move, the Authority may terminate the Lease in accordance with Section XVI.
6. Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until the time to request, a Grievance has expired or the procedure has been completed.
7. The Authority will consider any Tenant requests for transfers in accordance with the Admissions and Occupancy Policy.

X. AUTHORITY'S OBLIGATIONS

The Authority shall be obligated:

- A. To maintain the dwelling unit and the project in a decent, safe, and sanitary condition.
- B. To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
- C. To make necessary repairs to the premises.
- D. To keep project buildings, facilities, and common areas, not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition.
- E. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances.
- F. To provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the premise by the Tenant as required in Section XI, paragraph N of this Lease, and to provide disposal service for garbage, rubbish and solid waste.
- G. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year according to local custom and usage.
- H. To notify Tenant in writing of the specific grounds for any proposed adverse action by the Authority. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to

another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When the Authority is required to afford Tenant the opportunity for a hearing under the Authority's Grievance Procedure for a grievance concerning a proposed adverse action:

1. The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a Notice of Lease Termination that complies with Section XVI (B) and (C) of this lease shall constitute adequate notice of proposed adverse action.
 2. In the case of a proposed adverse action other than a proposed lease termination, the Authority shall not take the proposed action until time to request such a hearing has expired and (if hearing was requested in a timely manner) the grievance process has been completed.
- l. To provide reasonable accommodations for disabled Tenants as described in this Lease.

XI. TENANT'S OBLIGATIONS

Tenant shall be obligated to the following, which are deemed material conditions of this Lease:

- A. Not to assign this Lease, nor sublet or transfer possession of the premises.
- B. Not to give accommodation to boarders or lodgers (as defined in this Lease).
- C. Not to give accommodations to guests in excess of three (3) days within a 30 day period without advance written consent of the Authority. Guests may be permitted to stay in tenants unit up to 14 days per year with the Authority's approval.
- D. To use the premises solely as a private dwelling for Tenant and Tenant's household as identified in Part II of the Lease, and not to use or permit its use for any other purpose (i.e. operating a business) unless expressly permitted by the Authority.

This provision does not exclude the care of foster children or live-in care of a member of Tenant's family provided the accommodation of such persons conforms to the Authority's occupancy standards, and written approval has been received from the Authority.

- E. To assure that only those persons listed on the most recent Lease or certification form are permitted to occupy the dwelling unit, and to immediately notify the Authority of all changes in household composition.
- F. To insure that the Tenant, members of his or her household, guests, or other persons who are on the premises with Tenant's consent, conduct themselves in a manner which will:
 1. Not disturb Tenant's neighbor's peaceful enjoyment of their accommodations; and,
 2. Be conducive to maintaining the project in a decent, safe, and sanitary condition.

- G. To assure that Tenant, any member of the Tenant's household, any guest, or any other person under Tenant's control, shall not engage in:
1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority, or;
 2. Any violent or drug-related criminal activity whether on or off such premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related criminal activity means 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.)
- H. Not to allow any former Tenant of the Authority who has been evicted to occupy the unit for any period.
- I. To abide by necessary and reasonable regulations as declared by the Authority to the Tenants from time to time for the benefit, and well being of the complex and the Tenants. These regulations are incorporated by reference in this Lease, and shall be posted in a conspicuous manner in the Housing Authority's office. Violation of such regulations constitutes a violation of the Lease.
- J. To use, only in a reasonable manner, all electrical, water, sanitary, heating, ventilating, air-conditioning, and other facilities.
- K. To pay reasonable charges for repair of damages, other than normal wear and tear, to the leased premises, project buildings, facilities or common areas caused by the Tenant, his/her household or guests, or by Tenant's failure to report needed repairs in a timely manner. Charges will be in accordance with the Schedule of Maintenance Charges. Any damage to the premises, which is not described in the written report of inspection signed or initialed by the Tenant prior to Tenant's occupancy, will be presumed to have been caused by Tenant.

The Tenant is required to report any incident of vandalism or damage to the premises to the Authority or police department. The Tenant must notify the Authority or Police immediately and, if possible, identify the person(s) involved. Failure to notify the Authority or the police concerning damage to their premises may result in Tenant liability for the cost of the repairs.

- L. To keep the dwelling unit and such other areas as may be assigned to the Tenant for his/her exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways directly in front of the unit free from hazards, trash, snow, and ice, and keeping the yard free from debris and litter. Exemptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability.
- M. To dispose of all ashes, garbage, rubbish, and other waste from the premises in a sanitary and safe manner only in containers approved or provided by the Authority. To refrain from, and cause members of the Tenant's household or guest to refrain from, littering or throwing trash and debris in common areas.

- N. To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or project.
- O. To comply with all obligations imposed upon Tenants by applicable provisions of building and housing codes materially affecting health and safety.
- P. To make no alterations or repairs or redecoration to the interior or exterior of the premises or to the equipment, nor to install additional equipment or major appliances without **written** consent of the Authority.

To use no adhesive picture hangers, or fasteners in or on any part of the premises. In addition, Tenant shall not:

1. Apply contact paper, cork tiles, or mirror tiles to any interior surface area, fixture, or appliance in the premises;
 2. Install any floor coverings, such as carpet, tile, linoleum, or sheet vinyl that require glue, nails, or adhesives to be applied to the existing floor of the premises. The Tenant may be permitted to lay loose carpeting over existing floor surfaces with prior approval from the Authority.
 3. Deface the exterior or interior surfaces of any appliance provided by the Authority.
- Q. To give prompt prior notice to the Authority of Tenant's leaving premises unoccupied for any period exceeding one calendar week. Said notice shall not render the Authority responsible for any personal property of any nature or description left in or on the leased premises during the Tenant's absence.
 - R. To refrain from, and cause members of Tenant's household or guests to refrain from, acting or speaking in an abusive or threatening manner towards neighbors and Authority staff.
 - S. Weapons:
 1. Not to display or use, or allow members of the Tenant's household or guests to display or use any firearms, BB guns, pellet guns, sling shots, paintball guns, other offensive weapons, or paraphernalia as defined by the laws and courts of the State of Pennsylvania in a manner that endangers life or property.
 2. All firearms stored on the premises must be secured in a locked gun cabinet or locked storage container. Key type trigger locks will also be considered as an acceptable means of securing weapons. All firearms must be unloaded when stored.
 3. To provide the Authority with a copy of the applicable permit or registration as required by State or Federal Law for any weapon or firearm kept on the premises, and to register with the Authority any weapons or firearms kept on the premises.
 - T. To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.

- U. To avoid obstructing sidewalks, passages, nor use these for purposes other than entry to the premises or exit therefrom.
- V. To refrain from erecting or hanging radio or television antenna on or from any exterior part of the premises.
- W. To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the Authority.
- X. Tenant and members of Tenant's household are prohibited from keeping pets EXCEPT as provided in the Authority's pet policy. A copy of the policy will be provided with this lease or upon request. The policy will be reviewed with the tenant prior to execution of this lease.
- Y. To remove from Authority property any vehicles without current license tags and valid inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the Authority. **AUTOMOBILE REPAIRS ARE NOT PERMITTED ON THE PROJECT SITE.**

Inoperable or unlicensed vehicles, vehicles leaking fluids, vehicles without valid inspection stickers or tags, or any vehicles parked in unauthorized areas as described above will be removed by the Authority at the Tenant's expense.

- Z. To remove any personal property left on Authority property when Tenant leaves, abandons or surrenders the premises. Property left in the unit shall be considered abandoned and will be disposed of by the Authority. Costs for disposal of property left in the unit shall be assessed against the Tenant. The Authority assumes no responsibility or liability for any personal property remaining on the premises.
- AA. To use reasonable care to keep the premises in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **TENANT SHALL PROMPTLY NOTIFY THE AUTHORITY OF KNOWN NEED FOR REPAIRS TO THE PREMISES**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.

The Tenant shall cooperate fully in any Authority pest control efforts. If infestation occurs and goes unreported, resulting in a more severe problem, tenant may be charged the cost of extermination.

- BB. To comply with the provision of any rider attached to and incorporated in this Lease; such rider may include provisions requiring the Tenant to perform certain specified seasonal maintenance or other maintenance tasks as permitted by the nature of the design and construction of the building, provisions requiring non-disabled persons living in accessible units to move to a non-accessible unit, etc.
- CC. Not to commit any fraud in connection with any Federal Housing Assistance Program; and not to receive assistance for occupancy of any other unit assisted under any Federal Housing Assistance Program during the term of the lease.

XII. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY

In the event that the premises are damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants:

A. Authority Responsibilities

1. The Authority shall be responsible for repair of the unit within a reasonable period of receiving notice from the Tenant, provided, if the damage was caused by the Tenant, Tenant's household, or guests, the reasonable cost of the repairs shall be charged to the Tenant.
2. The Authority shall offer standard, alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable period. The Authority is not required to offer Tenant a replacement unit if Tenant caused the hazardous condition.
3. Tenant shall accept any replacement unit offered by the Authority.
4. In the event the Authority cannot make repairs as described above and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if the damage was caused by Tenant, Tenant's household members, or guests.
5. If the Authority determines that the premises are untenable such that there is imminent danger to the life, health, and safety of the Tenant, and alternative accommodations are unavailable or refused by the Tenant, this Lease shall terminate and any rent paid during this period will be refunded to the Tenant.

B. Tenant Responsibilities

1. The Tenant shall immediately notify the Authority in writing, of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that the Tenant believes he/she is justified in abating rent. Tenant agrees to continue to pay full rent, less the abated portion agreed upon by the Authority, during the time in which the defect remains uncorrected.

XIII. INSPECTIONS

- A. **Pre-Occupancy Inspection** – The Authority and the Tenant will be obligated to inspect the dwelling unit prior to occupancy by the Tenant. The inspection reports will be kept in the Tenant's file. Deficiencies noted on the inspection reports requiring repair will be corrected by the Authority, at no charge to the Tenant.
- B. **Termination Inspection** – The Authority will inspect the unit at the time Tenant vacates the unit and give the Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant

and/or his representative may join in such inspection, unless the Tenant vacates without notice to the Authority.

- C. **Other Inspections** – The Tenant shall comply with other inspections deemed necessary by the Authority (for example, Regular Inspections, Annual Inspections, Special Inspections, etc.). These inspections are detailed in the Authority’s Admissions & Occupancy Policy.

XIV. ENTRY OF PREMISES DURING TENANCY

A. Tenant Responsibilities

1. Tenant agrees that the duly authorized agent, employee, or representative of the Authority will be permitted to enter Tenant's dwelling unit during reasonable hours for the purpose of performing routine maintenance, making improvements or repairs, upon notice as required below.
2. When Tenant calls to request maintenance on the unit, the Authority shall attempt to provide such maintenance at a time convenient to the Tenant. In emergencies, if Tenant is absent from the premises when the Authority comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

B. Authority Responsibilities

1. The Authority is permitted to enter a dwelling unit during reasonable hours only upon twenty-four (24) hours advance written notice to the Tenant. Response to requests by Tenants for repairs and services would NOT require notice.
2. The Authority may enter the Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
3. In the event that the Tenant and all adult members of his or her household are absent from the dwelling unit at the time of entry, the Authority shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

XV. NOTICE PROCEDURES

- A. **Tenant Responsibility** – Any notice to the Authority must be in writing, delivered to the Housing Authority’s Office.
- B. **Authority Responsibility** – Notice to the Tenant must be in writing. At the Authority's discretion the Notice can be: (i) hand delivered to the Tenant or to an adult member of the Tenant's household residing in the dwelling unit; (ii) sent by prepaid first-class mail; (iii) posted upon the premises as provided by State Law; or any combination of the three.
- C. Notices sent by regular first class mail shall be deemed delivered on the second business day after depositing the same for mailing with the U.S. Postal Service postage prepaid.

- D. Return receipt for Registered or Certified mail shall be sufficient evidence that notice was given, whether signed or unsigned.
- E. Unopened, cancelled, first-class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.
- F. If Tenant is visually impaired, all notices must be in large print or verbal.

XVI. TERMINATION OF THE LEASE

In terminating the Lease, the following procedures shall be followed by the Authority and the Tenant:

- A. This Lease may be terminated by the Authority only for serious or repeated violations of material terms of the Lease such as failure to make payments due under the Lease or to fulfill the Tenant obligations set forth in Section XI above or for other good cause.

Such serious or repeated violation of material terms shall include but not be limited to:

1. The failure to pay rent or other *charges* when due. (Rev. 3/27/03)
2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due on or before the 1st of the month and not paid in full by 4:30 p.m. on the 15th of the month. Four such late payments in any 12 month period shall constitute repeated late payment.
3. Failure to comply with the housekeeping standards established by the Authority.
4. Serious or repeated interference with the rights of staff or other Tenants.
5. Misrepresentation of family income, assets, or composition, or failure to report changes in family income, assets, or composition as required by this Lease.
6. Failure to supply, in a timely fashion, any certification, release, information, or documentation on family income or composition needed to process Annual Recertifications or Interim Recertifications.
7. Serious or repeated damage to the premises, creation of physical hazards in the unit, common areas, grounds, or parking areas of the project site.
8. Any criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of the Authority's public housing premises by other residents, or any violent or drug related criminal activity, whether on or off Authority property. Drug-related criminal activity is defined as the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of any controlled substance (including methamphetamine).
9. Evidence that any family member and/or guests have been involved in drug activity.

10. Illegal weapons or drugs seized in an Authority unit by a law enforcement officer.
11. More than one fire on Authority premises caused by carelessness or unattended cooking.
12. Alcohol abuse that the Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
13. Determination or discovery that a resident is a current registered sex offender.
14. Any other good cause, including a determination that tenant's actions have become a threat to the health and safety of themselves, other tenants, or staff.
15. Failure to comply with Housing Authority's Pet Policy.

B. Notice of Lease Termination – The Authority shall give written notice of the proposed termination of the Lease of:

1. Fifteen (15) days in the case of failure to pay rent;
2. A reasonable time (not in excess of five (5) days) commensurate with the seriousness of the situation when the health or safety of other Tenants or Authority staff is threatened;
3. Fifteen (15) days for breach of conditions of the Lease.
4. Thirty (30) days in all other cases.

C. The Notice of Termination

1. The Notice of Termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and of Tenant's right to examine Authority documents directly relevant to the termination or eviction.
2. When the Authority is required to offer Tenant the opportunity for a grievance hearing, the Notice shall also inform Tenant of the right to request such a hearing in accordance with the Authority's Grievance Procedure.
3. Any notice to quit required by State or local law may be combined with, or run concurrently with the notice of lease termination under this section. The Notice to Quit must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against him, and he will be required to pay the costs of court and attorney's fees if the Tenant loses the case.
4. When the Authority is required to offer Tenant the opportunity for a grievance hearing under the Authority's Grievance Procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any Notice to Quit under State or local law has expired) until the period to request a hearing has expired; or (if a hearing is requested) the grievance process has been completed.

5. The Authority has determined that it is not necessary to offer the Tenant the opportunity for a hearing under the Grievance Procedure when the Tenant is being evicted for criminal activity, which threatens other Tenants or Authority employees, or any violent or drug-related criminal activity. Under these circumstances, the Notice of Lease Termination shall:
 - a. state that Tenant is not entitled to a grievance hearing on the termination;
 - b. specify the judicial eviction procedure to be used by the Authority for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and
 - c. state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for violent or drug-related criminal activity.
 6. The Authority may evict the Tenant from the unit only by bringing a court action.
 7. Attorney, Court and Eviction Costs – Tenant will be charged for court costs including reasonable attorney's fees the court may award whenever the Authority incurs costs and attorney fees in connection with legal proceedings in which the Tenant does not prevail in the court action. In the event of an eviction, the Tenant gives the Authority permission to remove from the unit and then from the public way and store any personal property left in the unit and to dispose of such property as prescribed by the Pennsylvania Landlord-Tenant Law, Section 4.28 and agrees that the Tenant will be responsible for the actual costs for removing any personal property from the unit, and any other reasonable costs directly associated with the eviction.
- D. In deciding to evict for criminal activity, the Authority shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, the Authority may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. The Authority may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. Credible evidence would include certification from a state licensed drug treatment facility within the past 30 days.
- E. When the Authority evicts a Tenant from a dwelling unit for criminal activity, including any violent or drug-related criminal activity, the Authority shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the dwelling unit. This action will be taken so that the post office will terminate delivery of mail for such persons at the unit, and such persons will not return to the development for pickup of the mail.
- F. Termination for the manufacture and sale of methamphetamine will result in permanent denial of future assistance.
- G. Tenant may terminate this Lease at any time by giving fifteen (15) days written notice as described in Section XV, above.

H. Lease termination and the grievance process:

1. The Authority shall exclude from the Grievance Procedure any grievance concerning activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the Authority; or any violent or drug-related criminal activity **on or off any of the Authority's premises.**
 2. The Grievance Procedure is not applicable to disputes between Tenants not involving the Authority or to class grievances. The Grievance Procedure is not a forum for initiating or negotiating policy changes between a group or groups of Tenants and the Authority's Board of Directors.
 3. If a Tenant has requested a Grievance Hearing on a complaint involving a notice of proposed termination of the lease, and the hearing officer upholds the Authority's action to terminate the tenancy, the Authority shall not commence an eviction action until it has complied with state law and served a Notice to Quit on the Tenant as described in I below.
 4. In no event shall the Notice to Quit be issued prior to the decision of the hearing officer.
- I. **The Notice to Quit** – If the Tenant does not request a Grievance Hearing, the Tenant is still entitled to a written Notice to Quit as required by the State of Pennsylvania Landlord Tenant Statutes. The Notice to Quit will be delivered to the Tenant along with the Notice of Lease Termination. The Notice to Quit and the Notice to Vacate shall run concurrently. The Notice to Quit will specify that:
1. The Tenant has fifteen (15) days to remove him/herself from the premises;
 2. If the Tenant fails to quit the premises within the period specified above, appropriate action will be brought in accordance with the State Landlord Tenant Law; and;
 3. The Tenant will be required to pay the costs of court and attorney's fees incurred by the Authority in order to bring such action.

Should the Tenant fail to vacate in the time specified in the Notice to Quit, the Authority would file a Landlord and Tenant Complaint to regain possession of the unit. If the judgment is entered in favor of the Authority, Tenant agrees to pay court costs and reasonable attorney's fees.

XVII. WAIVER

- A. Waiver by the Authority of a breach of this Lease or the requirements of any section of the Lease or requirements made a part of this Lease by amendment shall not be construed as a waiver of the section or condition itself.
- B. A waiver of Lease requirements, based on the individual circumstances of the Tenant family, does not mean that:

1. Any subsequent breach of the Lease by the Tenant is waived; or
 2. That any other covenant, agreement or condition established between the Authority and the Tenant, or other Tenants, is waived.
- C. If the Tenant violates the terms and conditions of this Lease and such violations are not brought immediately to the attention of the Authority, the Authority upon learning of such violations may take the appropriate action provided for in the Lease.
- D. Past Tenant violations, which are not acted upon by the Authority, shall not constitute a waiver of subsequent similar violations.

XVIII. CHANGES AND NEW LEASES

- A. Modification of this Lease must be accompanied by a written amendment or rider to the Lease executed by both parties, except for matters involving rent determinations and posted policies, rules and regulations. The Authority reserves the right to change this Lease from time to time, at its option.
- B. The Authority shall provide at least 30 days written notice to the Tenant setting forth any proposed changes in the Lease. Tenant shall have an opportunity to present written comments, which, subject to the requirements of law, shall be taken into consideration by the Authority.

XIX. GRIEVANCE PROCEDURE

All disputes concerning the obligations of Tenants or appeals arising under this Lease, shall be resolved in accordance with the Authority's Grievance Procedure in effect at the time such dispute or appeal arises. The procedures are posted in the Authority's office.

504 NOTICE

REASONABLE ACCOMMODATIONS FOR TENANTS WITH DISABILITIES

(LARGE TYPE VERSION AVAILABLE)

The McKean County Housing Authority does not discriminate against applicants on the basis of their race, religion, sex, national origin, disability or familial status. In addition, the Authority has a legal obligation to provide "reasonable accommodations" to Tenants if they or any family members have a disability.

A reasonable accommodation is some modification or change the Authority can make to its apartments or procedures that will assist a Tenant with a disability to abide by the terms of the lease, and take advantage of the Authority's programs and services. Examples of reasonable accommodations would include:

- Making alterations to your unit so it could be used by a family member with a wheelchair;
- Transferring you to a unit designed with special features for the disabled;
- Installing strobe type flashing light smoke detectors in an apartment for a family with a hearing impaired member;
- Permitting a family to have a seeing eye dog to an applicant with vision impairment during the application process;
- Making large type documents or a reader available to an applicant with vision impairment during the application process;
- Making a sign language interpreter available to an applicant with hearing impairment during the interview;
- Permitting an outside agency to assist an applicant with a disability to meet the Authority's lease criteria.

An applicant family that has a member with a disability must still be able to meet essential obligations of tenancy - they must be able to pay rent, to care for their apartment, to report required information to the Housing Authority, to avoid disturbing their neighbors, etc., but there is no requirement that they be able to do these things without assistance.

If you or a member of your family have a disability and think you might need or want a reasonable accommodation, you may request it at any time. This is up to you. If you would prefer not to discuss your situation with the Housing Authority, that is your right.

LEASE RIDER

NON-DISABLED RESIDENTS IN AN ACCESSIBLE UNIT

Because accessible housing units represent a very scarce resource, it is the Authority's policy to make such units, to the maximum extent possible, available to residents or applicants with a demonstrated need for accessible features. **Therefore, non-disabled residents that are assigned to an accessible unit may be required to transfer to a non-accessible unit when one becomes available in order to accommodate the needs of the disabled.**

I hereby certify that I have read this lease rider and understand the Authority's policy concerning occupancy of accessible units.

Authority Signature

Date

Head of Household

Date

Tenant

Tenant

Tenant

Tenant

Tenant

(_____ *Check here if Lease Rider is not applicable*)

LEASE ADDENDUM — DRUG-FREE HOUSING

ONE STRIKE AND YOU'RE OUT!!

IN CONSIDERATION OF THE EXECUTION OR RENEWAL OF A LEASE OF THE DWELLING UNIT IDENTIFIED IN THE LEASE, THE HOUSING AUTHORITY AND TENANT AGREE AS FOLLOWS:

It is a serious violation of the terms of this lease when a Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's premises by other Tenants or employees of the Authority or engages in any violent or drug-related criminal activity **on or off the Authority's premises**.

Therefore, Tenant hereby covenants and agrees as follows:

1. Tenant, any member of the Tenant's household, or a guest or other person under Tenant's control, shall neither engage in any criminal activity, **on or off Authority premises**, that threatens the health, safety or right to peaceful enjoyment of Authority premises by other Tenants or employees of the Authority, nor engage in any violent or drug-related criminal activity on or off Authority premises;
2. It shall be rebuttably presumed that any individual who is listed on the lease as a member of the Tenant's household, or who otherwise is listed in Authority files as a member of Tenant's household, and who engages in any criminal activity, resides with Tenant, unless Tenant, before the date of any incident giving rise to any criminal activity, shall have specifically informed the Authority **in writing** that said individual is no longer a member of the household and no longer occupies the premises; and
3. It shall be rebuttably presumed that any person engaging in said criminal activity is a guest or a visitor of the Tenant or a member of Tenant's household if said criminal activity takes place on or in the Tenant's premises.

For purposes of this covenant, criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other Tenants or employees of the Authority shall include, but is not limited to, any of the following:

1. Physical assault or the threat of physical assault to any person whatsoever;
2. Illegal use of a firearm or other weapon or the threat to use a firearm or other weapon;
3. Sexual molestation, debauchery of a minor, prostitution, and other similar or related sexual misconduct.

For the purposes of this covenant, drug-related criminal activity means the following:

1. Illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance, or substances commonly known as, but not limited to, cocaine, heroin, marijuana, and opium, further defined as in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.

A SINGLE VIOLATION of any of the provisions of this added addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease.

Unless otherwise provided by law, proof of violation shall not require an arrest, charge, or criminal conviction, but shall be by a preponderance of the evidence.

In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

This Lease Addendum is incorporated into the lease executed or renewed this day between the Authority and Tenant.

THIS LEASE ADDENDUM FOR DRUG-FREE HOUSING is executed this _____ day of _____, _____.

FOR THE MCKEAN COUNTY HOUSING AUTHORITY, by:

Signature Title

FOR THE TENANT BY: (All adult members of the household must execute this Lease Addendum)

Head of Household

PET POLICY

1 EXCLUSIONS

This policy does not apply to animals that are used to assist persons with disabilities. Service/Companion Animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

2 PETS IN HOUSING MANAGED BY MCKEAN COUNTY HOUSING AUTHORITY

The McKean County Housing Authority allows for pet ownership in its developments with the **written pre-approval** of the Housing Authority. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to hold the McKean County Housing Authority harmless from any claims caused by an action or inaction of the pet.

3 APPROVAL

Residents must have the prior written approval of the Housing Authority before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before the Housing Authority will approve the request. Residents must give the Housing Authority a picture of the pet so it can be identified if it is running loose. Residents must have an emergency contact person in case of death or illness.

4 TYPES AND NUMBER OF PETS

The McKean County Housing Authority will allow only common household pets. This means only domesticated animals such as a dog, cat, bird, rodent (including a rabbit), fish in aquariums or a turtle will be allowed in units. Common household pets do not generally include reptiles (except turtles), any reptiles need prior approval from the Housing Authority. There will be no snakes allowed. Because of the smell ferrets will not be allowed. If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern.

All dogs and cats must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact. A document must be provide the Housing Authority verifying this.

Only one pet per unit will be allowed except with the following exceptions, two birds, or two mice, or two gerbils/hamsters/guinea pigs of the same sex and any number of fish in a tank not to exceed a 20-gallon tank.

Any animal deemed by the Housing Authority to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed.

No animal may exceed twenty five (25) pounds in weight or 1 foot in height projected to full adult size.

5 INOCULATIONS

In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian or state or local official shall be annually filed with the McKean County Housing Authority to attest to the inoculations.

6 PET DEPOSIT

A pet deposit of **\$95.00** is required at the time of registering a *cat or dog and a \$50.00 pet deposit for any one or two birds, mice, gerbils, hamsters, guinea pigs, rabbits and turtles of the same sex and fish in aquariums. (As amended May 17, 2001)*. The deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damage.

A monthly fee of **\$5.00** will be charged for *cats and dogs. (as amended May 17, 2001)*

A monthly fee of \$5.00 for fish tanks. *(as amended July 29, 2004)*

A one time \$50.00, non-refundable administrative fee will be required for a cat or dog and a one time \$25.00, non-refundable administrative fee for any one or two birds, mice, gerbils, hamsters, guinea pigs, rabbits and turtles of the same sex and fish in aquariums, but no monthly charge. *(as amended May 17, 2001)*

A \$50.00 deposit for a fish tank and a one-time administrative fee and a \$5.00 monthly fee to cover the cost of utilities. *(as amended July 29, 2004)*

7 FINANCIAL OBLIGATION OF RESIDENTS

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and the McKean County Housing Authority reserves the right to exterminate and charge the resident.

8 NUISANCE OR THREAT TO HEALTH OR SAFETY

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors or McKean County Housing Authority personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the pet or move him/herself.

Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one half hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance.

9 DESIGNATION OF PET AREAS

Pets must be kept in the owner's apartment or on a leash at all times when outside the unit (no outdoor cages may be constructed). Pets will be allowed only in designated areas on the grounds of the property if the McKean County Housing Authority designates a pet area for the particular site. Pet owners must clean up after their pets and are responsible for disposing of pet waste.

With the exception of Service/Companion Animals no pets shall be allowed in the community room, community room kitchen, laundry rooms, public bathrooms, lobby, hallways or office in any of our sites.

To accommodate residents who have medically certified allergic or phobic reactions to dogs, cats, or other pets, those pets may be barred from certain wings (or floors) in our development(s)/(building(s)). This shall be implemented based on demand for this service.

10 MISCELLANEOUS RULES

Pets may not be left unattended in a dwelling unit for over 12 hours. If the pet is left unattended and no arrangements have been made for its care, the Housing Authority will have the right to enter the premises and take the uncared for pet to be boarded at a local animal care facility at the total expense of the resident.

Pet bedding shall not be washed in any common laundry facilities.

Residents must take appropriate actions to protect their pets from fleas and ticks.

All dogs must wear a tag bearing the resident's name and phone number and the date of the latest rabies inoculation.

Pets cannot be kept, bred or used for any commercial purpose.

Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner.

A pet owner shall physically control or confine his/her pet during the times when Housing Authority employees, agents of the Housing Authority or others must

enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc.

If a pet causes harm to any person, the pet's owner shall be required to permanently remove the pet from the Housing Authority's property within 24 hours of notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

A pet owner who violated any other conditions of this policy may be required to remove his/her pet from the development within 10 days of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

The Housing Authority's grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

11 VISITING PETS

Pets that meet the size and type criteria outlined above may visit the neighborhood/buildings where pets are allowed for up to two weeks with McKean County Housing Authority approval. Tenants who have visiting pets must abide by the conditions of this policy regarding health, sanitation, nuisances, and peaceful enjoyment of others. If visiting pets violate this policy or cause the tenant to violate the lease, the tenant will be required to remove the visiting pet.

12 REMOVAL OF PETS

The McKean County Housing Authority, or an appropriate community authority, shall require the removal of any pet from a dwelling unit if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the neighborhood or of other persons in the community where the unit is located.

In the event of illness or death of pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the McKean County Housing Authority has permission to call the emergency caregiver designated by the resident or the local Pet Law Enforcement Agency to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.