

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

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# PHA Plans

5-Year Plan for Fiscal Years 2006

Standard Annual Plan for Fiscal Year 2006

**NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN  
ACCORDANCE WITH INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES**

## PHA Plan Agency Identification

**PHA Name:** Housing Authority of the City of Meriden

**PHA Number:** CT011

**PHA Fiscal Year Beginning: (mm/yyyy)** 10/2006

### 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 (including attachments) 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)

**5-YEAR PLAN**  
**PHA FISCAL YEARS 2005 - 2009**  
[24 CFR Part 903.5]

**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) 79
  - Improve voucher management: (SEMAP score) 89
  - 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)

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: Chamberlain Heights CT011-05
- Other: (list below)

**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: 10 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)

**Other PHA Goals and Objectives: (list below)**

**Expand the Supply of Assisted Housing:**

**The MHA is working on the financing for the renovations or demolition and reconstruction of Chamberlain Heights. Currently the MHA is in the process of establishing the means of gaining financing through bond issuance. The MHA has applied for replacement vouchers for Chamberlain Heights. The MHA has received 45 out of 124 vouchers. The MHA will apply for the remaining 79 vouchers.**

**Increase Assisted Housing Choices:**

**The MHA will construct resident owned single and multi-family units that will be rented to Section 8 families. The Families in the Home-ownership program are being encouraged to utilize escrow funds for homeownership.**

**Provide an improved living environment:**

**The MHA has continued, and increased, the use of security patrols at the elderly developments to ensure a safer living environment. The MHA meets with the Security Company once per month to discuss observations of illegal activities. The MHA has also started having resident meetings with the Meriden Police Department to discuss security concerns of the residents.**

**The MHA continues to promote self-sufficiency and asset development of assisted families.**

## **CHAMBERLAIN HEIGHTS**

**The Meriden Housing Authority's ROSS – Homeownership Supportive Services program brings together a consortium of Faith Based, Local and Federal agencies to administer a cutting edge program designed to give our public housing residents the greatest chance of realizing their dreams of Homeownership. Trained professionals from Fannie Mae, The Meriden Housing Authority, Consumer Credit Counseling, (CCC), and Catholic Family Services, (CFS), along with the Meriden communities' most progressive agencies, banks and realtors administer a program that leads residents through the step by step home buying process.**

**Credit repair and counseling assists our residents in getting ready to assume mortgages. Bank matched Individual Development Accounts, (IDA's), help residents save for down payments and closing costs. A Fannie Mae representative works closely with each participant. She also recruits committed lenders and realtors to the program, screening and organizing all partners to eliminate the chance for impropriety. The MHA, Fannie Mae and CCC provide cutting edge first time homebuyer education to participants. Case management is provided by Catholic Family Services, a faith based, HUD approved homeownership councilor. CFS also does follow up visits once participants move into their new homes to ensure that all obligations are being met to ensure participant success and reduce the chance of foreclosure.**

## **MILLS MEMORIAL**

**The Meriden Housing Authority's ROSS – Homeownership Supportive Services program brings together a consortium of Faith Based, Local and Federal agencies to administer a cutting edge program designed to give our public housing residents the greatest chance of realizing their dreams of Homeownership. Trained professionals from Fannie Mae, The Meriden Housing Authority, Consumer Credit Counseling, (CCC), and Catholic Family Services, (CFS), along with the Meriden communities' most progressive agencies, banks and realtors administer a program that leads residents through the step by step home buying process.**

**Annual PHA Plan**  
**PHA Fiscal Year 2005**  
[24 CFR Part 903.12]

**i. Annual Plan Type:**

Select which type of Annual Plan the PHA will submit.

**Standard Plan**

**Streamlined Plan:**

- High Performing PHA**  
 **Small Agency (<250 Public Housing Units)**

**Troubled Agency Plan**

**ii. Executive Summary of the Annual PHA Plan (optional)**

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

The Housing Authority of the City of Meriden continues to review the policies and procedures in accord with HUD regulations. The MHA will continue to pursue funding sources that will provide a safe, decent, sanitary and affordable living environment to those in need.

**iii. Annual Plan Table of Contents**

[24 CFR Part 903.12(b)]

Provide a table of contents for the Annual Plan, including attachments, and a list of supporting documents available for public inspection.

**Table of Contents**

	<u>Page #</u>
<b>Annual Plan</b>	
i. Executive Summary	01
ii. Table of Contents	01
1. Housing Needs	04
2. Financial Resources	08
3. Policies on Eligibility, Selection and Admissions	09
4. Rent Determination Policies	18
5. Capital Improvements Needs	24
6. Demolition and Disposition	26
7. Homeownership	27
8. Civil Rights Certifications (included with PHA Plan Certifications)	
9. Other Information (criteria for significant deviations/substantial modifications, progress in meeting 5-year goals)	
10. Project Based Voucher Program	
11. Capital Fund Program	Attachment A
12. Deconcentration Policy	Attachment B

- |  |            |   |
|--|------------|---|
| 13. Admissions and Continued Occupancy | Attachment | C |
| 14. Section 8 Administrative Plan      | Attachment | D |
| 15. Homeownership Plan                 | Attachment | E |

**Attachments**

Indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. Note: If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

**Required Attachments:**

- Admissions Policy for Deconcentration
- FY 2006 Capital Fund Program Annual Statement
- Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)

**Optional Attachments:**

- PHA Management Organizational Chart
- FY 2005 Capital Fund Program 5-Year Action Plan
- Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)
- Other (List below, providing each attachment name)

**Supporting Documents Available for Review**

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

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
X	Fair Housing Documentation: 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 of families on the PHA's public housing and Section 8 tenant-based waiting lists.	Annual Plan: Housing Needs
	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;



<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
X	Deconcentration Income Analysis	Annual Plan: Eligibility, Selection, and Admissions
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 <i>Quality Housing and Work Responsibility Act Initial Guidance; Notice</i> and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
	Any policy governing occupancy of Police Officers in Public Housing <input type="checkbox"/> check here if included in the public housing A&O Policy	
	Public housing rent determination policies, including the methodology 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	The Capital Fund/Comprehensive Grant Program Annual Statement /Performance and Evaluation Report for any active grant year	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
X	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	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	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
X	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
X	Policies governing any Section 8 Homeownership program <input checked="" type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

### **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.

<b>Housing Needs of Families on the Waiting List</b>			
Waiting list type: (select one)			
<input type="checkbox"/>	Section 8 tenant-based assistance		
<input type="checkbox"/>	Public Housing		
<input checked="" 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	1968		90
Extremely low income <=30% AMI	1696	86.18%	
Very low income (>30% but <=50% AMI)	250	12.7%	
Low income (>50% but <80% AMI)	22	1.06%	
Families with children	1461	86%	
Elderly families	48	1.7%	

<b>Housing Needs of Families on the Waiting List</b>			
Families with Disabilities	28	1.4%	
Race/ethnicity	White	962	
Race/ethnicity	Black/African American	145	
Race/ethnicity	No race	861	
Race/ethnicity			
Characteristics by Bedroom Size (Public Housing Only)			
1BR	341	17.32%	
2 BR	940	47.8%	
3 BR	573	29.11%	
4 BR	114	5.8%	
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 checked="" 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 in the jurisdiction and on the waiting list **IN THE UPCOMING YEAR**, and the Agency's reasons for choosing this strategy.

**(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)

**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)

**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)

**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 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.

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
<b>1. Federal Grants (FY 2000 grants)</b>		
a) Public Housing Operating Fund	1,019,961.00	
b) Public Housing Capital Fund	744,073.00	
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	5,203,787	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)		

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
g) Resident Opportunity and Self-Sufficiency Grants		
h) Community Development Block Grant		
i) HOME		
Other Federal Grants (list below)		
<b>2. Prior Year Federal Grants (unobligated funds only) (list below)</b>	\$406,112.99	
<b>3. Public Housing Dwelling Rental Income</b>		
<b>4. Other income (list below)</b>		
<b>4. Non-federal sources (list below)</b>		
<b>Total resources</b>	<b>7,373,933.99</b>	

**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)

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) Credit History

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) See 2 c below

c. 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? One

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? One, Chamberlain Heights Development

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



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
- Overhoused
- Underhoused
- 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: Did the PHA's analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the need for measures to promote deconcentration of poverty or income mixing?

b.  Yes  No: Did the PHA adopt any changes to its **admissions policies** based on the results of the required analysis of the need to promote

deconcentration of poverty or to assure income mixing?

c. If the answer to b was yes, what changes were adopted? (select all that apply)

- Adoption of site based waiting lists  
If selected, list targeted developments below:
- Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments  
If selected, list targeted developments below:
- Employing new admission preferences at targeted developments  
If selected, list targeted developments below:
- Other (list policies and developments targeted below)

d.  Yes  No: Did the PHA adopt any changes to **other** policies based on the results of the required analysis of the need for deconcentration of poverty and income mixing?

e. If the answer to d was yes, how would you describe these changes? (select all that apply)

- Additional affirmative marketing
- Actions to improve the marketability of certain developments
- Adoption or adjustment of ceiling rents for certain developments
- Adoption of rent incentives to encourage deconcentration of poverty and income-mixing
- Other (list below)

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (select all that apply)

- Not applicable: results of analysis did not indicate a need for such efforts
- List (any applicable) developments below: Chamberlain Heights; CT011-05

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (select all that apply)

- Not applicable: results of analysis did not indicate a need for such efforts
- List (any applicable) developments below:

## 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 below)
  - 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)

### (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) When the waiting list is open, pre-applications can be obtained through the newspaper or at the main office.

**(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:

As a special accommodation, for persons with a disability or documented illness or voucher holder using portability option.

**(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) Family Self-Sufficiency Action Plan

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

- Through published notices  
 Other (list below) Program Mailing

## **4. PHA Rent Determination Policies**

[24 CFR Part 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)

- 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))

---or---

- 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% than 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: The Housing Authority of the City of Meriden has set the minimum rent at \$50.00. However, if the family request a hardship exemption, the MHA will immediately suspend the \$50.00 minimum rent for the family until the MHA can determine whether the hardship is a temporary or long tem situation.

A. Hardship exists in the following circumstances:

1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program;
2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
3. When the income of the family has decreased because of changed circumstances, including loss of employment;
4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;

5. When a death has occurred in the family.

B. No hardship. If the Housing 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.

C. Temporary hardship. If the Housing 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 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. The Housing Authority will offer a repayment agreement in accordance with the Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of resident rent owed for the suspension period.

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

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

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)
- 95<sup>th</sup> 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 When the family composition changes we require the family to report the 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**

1. 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) 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) The Housing Authority of the City of Meriden, (MHA), has set the minimum rent at \$25.00. However, if the family requests a hardship exemption, the MHA will immediately suspend the minimum rent for the family until the MHA can determine whether the hardship exists and if it is temporary or long-term.

A. A hardship exists in the following circumstances:

1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program;
2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
3. When the income of the family has decreased because of changed circumstances, including loss of employment;
4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
5. When a death has occurred in the family.

B. No hardship. If the Housing 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.

- C. Temporary hardship. If the Housing 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 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. The Housing Authority will offer a repayment agreement in accordance with the Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of resident rent owed for the suspension period.
- D. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- E. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure

## **5. Capital Improvement Needs**

[24 CFR Part 903.7 (g)]

Exemptions from Component 7: Section 8 only PHAs are not required to complete this component and may skip to Component 8.

### **A. Capital Fund Activities**

Exemptions from sub-component 7A: PHAs that will not participate in the Capital Fund Program may skip to component 7B. All other PHAs must complete 7A as instructed.

### **Capital Fund Program**

- A.  Yes  No: Is the PHA eligible to participate in the CFP in the fiscal year covered by this PHA Plan?
- B. What is the amount of the PHA's estimated or actual (if known) Capital Fund Program grant for the upcoming year? \$ 744,073.00
- C.  Yes  No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete the rest of this component. If no, skip to next component.
- D.  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.). See Attached
- E. Capital Fund Program Grant Submissions  
(1) Capital Fund Program 5-Year Action Plan

The Capital Fund Program 5-Year Action Plan is provided as Attachment A

(2) Capital Fund Program Annual Statement

The Capital Fund Program Annual Statement is provided as Attachment A

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

Applicability of sub-component 7B: 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.

- Yes  No: a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b 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)

1. Development name:
2. Development (project) number:
3. 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

- Yes  No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?

If yes, list development name/s below:

Mills Memorial CT011-01

- Yes  No: d) 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:

Chamberlain Heights CT011-05

Mills Memorial CT-011-01

- Yes  No: e) 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 903.7 (h)]

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

1.  Yes  No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If “No”, skip to component 9; if “yes”, complete one activity description for each development.)

### 2. Activity Description

- Yes  No: Has the PHA provided the activities description information in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 9. If “No”, complete the Activity Description table below.)

<b>Demolition/Disposition Activity Description</b>
1a. Development name: Chamberlain Heights 1b. Development (project) number: CT011-05
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: <u>(03/02/2005)</u>
5. Number of units affected: 124
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: Projected start date May 2007 b. Projected end date of activity: December 2012



<b>Demolition/Disposition Activity Description</b>
1a. Development name: Mill Memorial 1b. Development (project) number: CT011-01
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission:
5. Number of units affected: 140
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: Develop a plan within the next 5 years b. Projected end date of activity:

## **7. Homeownership Programs Administered by the PHA**

[24 CFR Part 903.7 (k)]

### **A. Public Housing**

Exemptions from Component 11A: Section 8 only PHAs are not required to complete 11A.

1.  Yes  No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If “No”, skip to component 11B; if “yes”, complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to **small PHA** or **high performing PHA** status. PHAs completing streamlined submissions may skip to component 11B.)

#### 2. Activity Description

- Yes  No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 12. If “No”, complete the Activity Description table below.)

<b>Public Housing Homeownership Activity Description (Complete one for each development affected)</b>	
1a. Development name:	
1b. Development (project) number:	
2. Federal Program authority:	
<input type="checkbox"/> HOPE I	
<input type="checkbox"/> 5(h)	
<input type="checkbox"/> Turnkey III	
<input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)	
3. Application status: (select one)	
<input type="checkbox"/> Approved; included in the PHA's Homeownership Plan/Program	
<input type="checkbox"/> Submitted, pending approval	
<input type="checkbox"/> Planned application	
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY)	
5. Number of units affected:	
6. Coverage of action: (select one)	
<input type="checkbox"/> Part of the development	
<input type="checkbox"/> Total development	

## B. Section 8 Tenant Based Assistance

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 component 12; if "yes", describe each program using the table below (copy and complete questions for each program identified), unless the PHA is eligible to complete a streamlined submission due to high performer status. **High performing PHAs** may skip to component 8.)

### 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, which statement best describes the number of participants? (select one)

- 25 or fewer participants  
 26 - 50 participants  
 51 to 100 participants

more than 100 participants

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: See Attached Homeownership plan

## **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.

## **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**

### **B. Criteria for Substantial Deviations and Significant Amendments**

### **C. Other Information**

[24 CFR Part 903.13]

#### **A. Resident Advisory Board Recommendations**

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

2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)

Attached at Attachment (File name)

Provided below:

3. 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)

**B. Description of Election Process for Residents on the PHA Board**

1.  Yes  No: Does the PHA meet the exemption criteria provided in section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)
2.  Yes  No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)

3. Description of Resident Election Process

a. 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)

b. 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)

c. 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)

**C. 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).

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

- The PHA has based its statement of needs of families in the jurisdiction 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)

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

### **10. Project-Based Voucher Program (if applicable)**

If the PHA plans to use the project-based voucher program, provide a statement of the projected number of project-based units and general locations, and how project basing would be consistent with its PHA Plan.

## **Attachments**

Use this section to provide any additional attachments referenced in the Plans.

Certifications sent by mail:

Certification of Payments to influence Federal Transactions

Certification by Local Official of PHA Plans Consistency with the Consolidated Plan.

## Attachment A

### Supporting Documents Available for Review for Small PHA Streamlined Annual PHA Plans

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

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations, including required PHA certification and assurances for policy and program changes since last Annual Plan submission.	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan.	
	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
	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.	Housing Needs
	Most recent board-approved operating budget for the public housing program	Financial Resources
	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP] and changes since submission of last Annual Plan.	Eligibility, Selection, and Admissions
	Section 8 Administrative Plan, including changes since submission of last Annual Plan.	Eligibility, Selection
	Deconcentration Income Analysis	Eligibility, Selection
	Any policy governing occupancy of Police Officers in Public Housing <input type="checkbox"/> check here if included in the public housing A&O Policy	Eligibility, Selection, And Admissions
	Public housing rent determination policies, including the method for setting public housing flat rents, including changes since last Annual Plan. <input type="checkbox"/> check here if included in the public housing A & O Policy	Rent Determination
	Schedule of flat rents offered at each public housing development <input type="checkbox"/> check here if included in the public housing A & O Policy	Rent Determination
	Section 8 rent determination (payment standard) policies (if not included in the plan) and written analysis of Section 8 payment standard policies <input type="checkbox"/> check here if in Section 8 Administrative Plan	Rent Determination
	The Capital Fund/Comprehensive Grant Program Annual Statement /Performance and Evaluation Report for any active grant year	Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants	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	Capital Needs
	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing §504 of the Rehabilitation Act and the Americans with Disabilities Act. See, PIH 99-52 (HA).	Capital Needs
	Approved or submitted applications for demolition and/or disposition of public housing, including changes since last Annual Plan.	Demolition and Disposition
	Approved or submitted public housing homeownership programs/plans, including changes since last Annual Plan.	Homeownership
	Policies governing any Section 8 Homeownership program, including changes since last Annual Plan (section _____ of the Section 8 Administrative Plan)	Homeownership
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
<b>PHA Name:</b> Housing Authority of the City of Meriden		<b>Grant Type and Number</b> Capital Fund Program Grant No: X CT26P01150103 Replacement Housing Factor Grant No:			<b>Federal FY of Grant:</b> 2003
<b>Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no: )</b>					
<b>X Performance and Evaluation Report for Period Ending: 3/31/2006 Final Performance and Evaluation Report</b>					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	\$94,064.00	\$94,064.00	\$94,064.00	\$94,064.00
3	1408 Management Improvements	\$95,500.00	\$48,036.91	\$48,036.91	\$48,036.91
4	1410 Administration	\$68,841.00	\$68,841.00	\$68,841.00	\$68,841.00
5	1411 Audit	\$0.00	\$0.00	\$0.00	\$0.00
6	1415 Liquidated Damages	\$0.00	\$0.00	\$0.00	\$0.00
7	1430 Fees and Costs	\$91,000.00	\$91,000.00	\$91,000.00	\$91,000.00
8	1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
9	1450 Site Improvement	\$0.00	\$184,337.83	\$184,337.83	\$173,700.00
10	1460 Dwelling Structures	\$342,069.00	\$205,194.26	\$205,194.26	\$205,194.26
11	1465.1 Dwelling Equipment—Nonexpendable	\$0.00	\$0.00	\$0.00	\$0.00
12	1470 Non-dwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00
13	1475 Non-dwelling Equipment	\$0.00	\$0.00	\$0.00	\$0.00
14	1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00
15	1490 Replacement Reserve	\$0.00	\$0.00	\$0.00	\$0.00
16	1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00
17	1495.1 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00
18	1499 Development Activities	\$0.00	\$0.00	\$0.00	\$0.00
19	1501 Collateralization or Debt Service	\$0.00	\$0.00	\$0.00	\$0.00
20	1502 Contingency	\$0.00	\$0.00	\$0.00	\$0.00
21	Amount of Annual Grant: (sum of lines 2 – 20)	\$691,474.00	\$691,474.00	\$691,474.00	\$680,836.17
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance	\$95,181.00	\$105,181.00	\$105,181.00	\$105,181.00
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs	\$30,000.00	\$36,500.00	\$36,500.00	\$36,500.00
26	Amount of line 21 Related to Energy Conservation Measures				



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

PHA Name: Housing Authority of the City of Meriden		Grant Type and Number Capital Fund Program Grant No: CT26P01150103 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	
11-0 Authority Wide	Operations	1406	0	\$94,064.00	\$94,064.00	\$94,064.00	\$94,064.00	
	<b>Total for Account #1406</b>			<b>\$94,064.00</b>	<b>\$94,064.00</b>	<b>\$94,064.00</b>	<b>\$94,064.00</b>	
11-0 Authority Wide	HTVN Subscription	1408	0	\$6,500.00	\$0.00	\$0.00	\$0.00	
11-0 Authority Wide	Staff Training	1408	0	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	
11-1 Mills Memorial	Resident job training	1408	0	\$25,000.00	\$2,536.91	\$2,536.91	\$2,536.91	
11-2 Community Towers	Additional Security Patrols	1408	0	\$30,000.00	\$36,500.00	\$36,500.00	\$36,500.00	
11-5 Chamberlain Heights	Resident job training	1408	0	\$25,000.00	\$0.00	\$0.00	\$0.00	
	<b>Total for account # 1408</b>			<b>\$95,500.00</b>	<b>\$48,036.91</b>	<b>\$48,036.91</b>	<b>\$48,036.91</b>	
11-0 Authority Wide	Administration	1410	0	\$68,841.00	\$68,841.00	\$68,841.00	\$68,841.00	
	<b>Total for Account #1410</b>			<b>\$68,841.00</b>	<b>\$68,841.00</b>	<b>\$68,841.00</b>	<b>\$68,841.00</b>	
11-0 Authority Wide	Fees and Costs	1430		\$91,000.00	\$91,000.00	\$91,000.00	\$91,000.00	
	<b>Total for Account # 1430</b>			<b>\$91,000.00</b>	<b>\$91,000.00</b>	<b>\$91,000.00</b>	<b>\$91,000.00</b>	
11-1 Mills Memorial	Paving, Landscaping & Miscellaneous site improvements at Mills Memorial	1450	0	\$0.00	\$184,337.83	\$184,337.83	\$173,700.00	
	<b>Total for Account #1450</b>		0	<b>\$0.00</b>	<b>\$184,337.83</b>	<b>\$184,337.83</b>	<b>\$173,700.00</b>	
11-1 Mills Memorial	Replace kitchen cabinets, counters, sinks, faucets & Kitchen floors	1460	140	\$246,888.00	\$0.00	\$0.00	\$0.00	

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)</b> <b>Part II: Supporting Pages</b>								
PHA Name: Housing Authority of the City of Meriden		Grant Type and Number Capital Fund Program Grant No: CT26P01150103 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	
11-1 Mills Memorial	Replace roofs on both high rise buildings	1460	1	\$0.00	\$0.00	\$0.00	\$0.00	
11-1 Mills Memorial	Emergency repair of 40 Cedar St. elevator	1460	0	\$0.00	\$9,780.00	\$9,780.00	\$9,780.00	
11-1 Mills Memorial	Emergency repair of 4" main water line – 40 Cedar	1460	1	\$0.00	\$11,801.42	\$11,801.42	\$11,801.42	
11-1 Mills Memorial	Install VCT tile in hallways & Common areas	1460	0	\$0.00	\$24,710.00	\$24,710.00	\$24,710.00	
11-1 Mills Memorial	Emergency replacement of drive motors for 40 Cedar St. & 144 Pratt St. elevators	1460	2	\$0.00	\$49,500.00	\$49,500.00	\$49,500.00	
11-1 Mills Memorial	Install surveillance camera at 40 Cedar and 144 Pratt St.	1460	2	\$0.00	\$996.84	\$996.84	\$996.84	
11-2 Community Towers	Renovate existing units for handicap accessibility	1460	6	\$95,181.00	\$105,181.00	\$105,181.00	\$105,181.00	
11-2 Community Towers	Emergency camera sweep and roto-rooter of all 4" vent pipes at Community Towers	1460	0	\$0.00	\$3,225.00	\$3,225.00	\$3,225.00	
11-5 Chamberlain Heights	Rehab units for handicap accessibility	1460	0	\$0.00	\$0.00	\$0.00	\$0.00	
11-5 Chamberlain Heights	Replace Vinyl Siding	1460	0	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Total for Account # 1460</b>					<b>\$342,069.00</b>	<b>\$205,194.26</b>	<b>\$205,194.26</b>	<b>\$205,194.26</b>
<b>Grand Total for CT26P01150103</b>					<b>\$691,474.00</b>	<b>\$691,474.00</b>	<b>\$691,474.00</b>	<b>\$680,836.17</b>

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)</b> <b>Part III: Implementation Schedule</b>							
PHA Name: Housing Authority of the city of Meriden			<b>Grant Type and Number</b> Capital Fund Program No: CT26P01150103 Replacement Housing Factor No:			<b>Federal FY of Grant: 2003</b>	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
11-1 Mills Memorial Apts., Paving, Landscaping, site improvements	5/10/2005		5/10/2005	6/30/2007	6/30/2006		Project awarded faster than anticipated.
11-1 Mills Memorial Apts., Replace kitchen cabinets, sinks, faucets and kitchen floors	9/3/2005			9/30/2006			Funding reprogrammed to cover costs of emergency repairs.
11-1 Mills Memorial Apts., Replace roofs on both high rise buildings	9/30/2005			9/30/2006			Funding reprogrammed to cover costs of emergency repairs.
11-1 Mills Memorial Apts., emergency repair of elevator at 40 Cedar St., drive motor	8/1/04		8/20/04	8/30/04		8/20/04	
11-1 Mills Memorial Apts., emergency repair of 4" main water line at 40 Cedar St.	8/1/04		8/1/04	8/30/04		8/20/04	
11-1 Mills Memorial Apts., install new V C T floor tile, hallways and common areas	9/27/04		9/27/04	11/30/04		11/12/04	
11-1 Mills Memorial Apts., Install drive motors at 40 Cedar and 144 Pratt St. (emergency repair)	1/11/2005		1/11/2005	1/11/2005		1/1/2005	
11-1 Mills Memorial Apts., Install surveillance camera	6/1/05		6/30/2005	8/1/05		8/16/05	
11-0 Authority Wide - Operations	9/30/2005		7/13/2005	9/30/2006		9/2/2004	
11-0 Authority Wide – HTVN Sub.							Cancelled, funds reprogrammed to Security at Community Towers.
11-0 Authority Wide- Staff Training	9/30/2005		10/12/2004	6/30/2006		10/12/2004	
11-1 Mills Memorial Apts., Resident job training	9/30/2005		3/25/2004	9/30/2006		3/25/2004	Funding reprogrammed to 1460
11-5 Chamberlain Heights, Resident job training							Funding reprogrammed to 1460
11-2 Community Towers Apts., additional security patrols	9/30/2005		3/4/2004	9/30/2006		12/17/2004	Increased security patrol coverage

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)</b> <b>Part III: Implementation Schedule</b>							
PHA Name: Housing Authority of the City of Meriden			<b>Grant Type and Number</b> Capital Fund Program No: CT26P01150103 Replacement Housing Factor No:				<b>Federal FY of Grant: 2003</b>
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
11-0 Authority Wide - Administration	9/30/2005	6/30/2005	4/28/2005	9/30/2006	6/30/2006	10/31/2005	Increased salary expenses
11-0 Authority Wide – Fees and Costs	9/30/2005	6/30/2005	2/14/2005	9/30/2006	6/30/2006	4/11/2005	Additional design costs for construction projects.
11-2 Community Towers, Renovate existing units for HCP accessibility	5/20/2004		5/20/2004	10/01/04		10/12/04	
11-2 Community Towers, Emergency Camera sweep of 4” Sewer Vent lines	8/6/2004		8/6/2004	8/6/2004		8/6/2004	
11-5 Chamberlain Heights, rehab units for handicap accessibility							Funds reprogrammed to HCP accessibility at Community Towers
11-5 Chamberlain Heights, replace vinyl siding							Project cancelled due to renovation of Chamberlain Heights, funds realigned to other construction projects.

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
<b>PHA Name:</b> Housing Authority of the City of Meriden		<b>Grant Type and Number</b> Capital Fund Program Grant No: X CT26P01150203 Replacement Housing Factor Grant No:			<b>Federal FY of Grant:</b> 2003
<b>Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no: )</b>					
<b>X Performance and Evaluation Report for Period Ending: 3/31/2006 Final Performance and Evaluation Report</b>					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	\$29,000.00	\$29,000.00	\$29,000.00	\$29,000.00
3	1408 Management Improvements	\$0.00	\$0.00	\$0.00	\$0.00
4	1410 Administration	\$6,955.00	\$6,955.00	\$6,955.00	\$6,955.00
5	1411 Audit	\$0.00	\$0.00	\$0.00	\$0.00
6	1415 Liquidated Damages	\$0.00	\$0.00	\$0.00	\$0.00
7	1430 Fees and Costs	\$0.00	\$0.00	\$0.00	\$0.00
8	1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
9	1450 Site Improvement	\$66,013.00	\$24,125.00	\$24,125.00	\$24,125.00
10	1460 Dwelling Structures	\$44,078.00	\$64,078.00	\$64,078.00	\$64,073.38
11	1465.1 Dwelling Equipment—Nonexpendable	\$0.00	\$0.00	\$0.00	\$0.00
12	1470 Non-dwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00
13	1475 Non-dwelling Equipment	\$0.00	\$0.00	\$0.00	\$0.00
14	1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00
15	1490 Replacement Reserve	\$0.00	\$0.00	\$0.00	\$0.00
16	1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00
17	1495.1 Relocation Costs	\$0.00	\$21,888.00	\$21,888.00	\$21,888.00
18	1499 Development Activities	\$0.00	\$0.00	\$0.00	\$0.00
19	1501 Collateralization or Debt Service	\$0.00	\$0.00	\$0.00	\$0.00
20	1502 Contingency	\$0.00	\$0.00	\$0.00	\$0.00
21	Amount of Annual Grant: (sum of lines 2 – 20)	\$146,046.00	\$146,046.00	\$146,046.00	\$146,041.38
22	Amount of line 21 Related to LBP Activities	\$0.00	\$0.00	\$0.00	\$0.00
23	Amount of line 21 Related to Section 504 compliance	\$44,078.00	\$44,078.00	\$44,078.00	\$44,078.00
24	Amount of line 21 Related to Security – Soft Costs	\$0.00	\$0.00	\$0.00	\$0.00
25	Amount of Line 21 Related to Security – Hard Costs	\$0.00	\$0.00	\$0.00	\$0.00
26	Amount of line 21 Related to Energy Conservation Measures	\$0.00	\$0.00	\$0.00	\$0.00

<b>Capital Fund Annual Statement/Performance and Evaluation Report</b>								
<b>Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)</b>								
<b>Part II: Supporting Pages</b>								
PHA Name: Housing Authority of the City of Meriden			Grant Type and Number Capital Fund Program Grant No: CT26P01150203 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	
11-0 Authority Wide	Operations	1406	0	\$29,000.00	\$29,000.00	\$29,000.00	\$29,000.00	
	<b>Total for account #1406</b>			<b>\$29,000.00</b>	<b>\$29,000.00</b>	<b>\$29,000.00</b>	<b>\$29,000.00</b>	
11-0 Authority Wide	Administration	1410	0	\$6,955.00	\$6,955.00	\$6,955.00	\$6,955.00	
	<b>Total for account # 1410</b>			<b>\$6,955.00</b>	<b>\$6,955.00</b>	<b>\$6,955.00</b>	<b>\$6,955.00</b>	
11-0 Authority Wide	Replace Parking lot at Central Office, seal coat bricks on building and walls	1450	1	\$66,013.00	\$24,125.00	\$24,125.00	\$24,125.00	
	<b>Total for account #1450</b>			<b>\$66,013.00</b>	<b>\$24,125.00</b>	<b>\$24,125.00</b>	<b>\$24,125.00</b>	
11-1 Mills Memorial Apts.	Repaint Common areas, hallways and Community Room	1460	0	\$0.00	\$20,000.00	\$20,000.00	\$20,000.00	
11-2 Community Towers Apts.	Renovate existing units for handicap accessibility	1460	6	\$44,078.00	\$44,073.38	\$44,073.38	\$44,073.38	
11-2 Community Towers Apts.	Replace Roof over Community Room	1460	0	\$0.00	\$4.62	\$4.62	\$0.00	
	<b>Total for account #1460</b>			<b>\$44,078.00</b>	<b>\$64,078.00</b>	<b>\$64,078.00</b>	<b>\$64,073.38</b>	
11-5 Chamberlain Heights	Relocation costs for residents due to demolition of residential units	1495.1	124	\$0.00	\$21,888.00	\$21,888.00	\$21,888.00	
	<b>Total for account # 1495.1</b>			<b>\$0.00</b>	<b>\$21,888.00</b>	<b>\$21,888.00</b>	<b>\$21,888.00</b>	
	<b>Grand Total</b>			<b>\$146,046.00</b>	<b>\$146,046.00</b>	<b>\$146,046.00</b>	<b>\$146,041.38</b>	

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)</b> <b>Part III: Implementation Schedule</b>							
PHA Name: Housing Authority of the City of Meriden			<b>Grant Type and Number</b> Capital Fund Program No: CT26P01150203 Replacement Housing Factor No:				<b>Federal FY of Grant: 2003</b>
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
11-1 Authority Wide, Operations	9/30/2005		3/1/2005	6/30/2006		3/15/2005	
11-0 Authority Wide, Administration	9/30/2005		7/25/2005	6/30/2006		10/31/2005	
11-0 Authority Wide, Replace parking lot at central office, seal coat bricks on building and wall	9/30/2005		9/21/2004	6/30/2006		10/19/2004	
11-1 Mills Memorial Apts., repaint common areas, hallways & Community Room	10/20/2004		10/20/04	10/20/04		11/15/04	
11-2 Community Towers Apts., renovate existing units for handicap accessibility	5/1/2004		5/20/2004	6/30/2006		11/07/05	
11-2 Community Towers Apts., Replace Roof over the Community Room	12/1/2005		12/1/2005	6/30/2006		5/30/2006	
11-5 Chamberlain Heights, relocation costs due to demolition of residential units.	8/25/2005		8/25/2005	6/30/2006		10/28/05	

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
<b>PHA Name:</b> Housing Authority of the City of Meriden		<b>Grant Type and Number</b> Capital Fund Program Grant No: X CT26P01150104 Replacement Housing Factor Grant No:			<b>Federal FY of Grant:</b> 2004
<b>Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no: )</b>					
<b>X Performance and Evaluation Report for Period Ending: 3/31/2006 Final Performance and Evaluation Report</b>					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	\$111,830.00	\$111,830.00	\$111,830.00	\$111,830.00
3	1408 Management Improvements	\$164,000.00	\$161,830.00	\$161,830.00	\$141,358.99
4	1410 Administration	\$80,915.00	\$80,915.00	\$80,915.00	\$65,244.84
5	1411 Audit	\$0.00	\$0.00	\$0.00	\$0.00
6	1415 Liquidated Damages	\$0.00	\$0.00	\$0.00	\$0.00
7	1430 Fees and Costs	\$65,000.00	\$65,000.00	\$65,000.00	\$65,000.00
8	1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
9	1450 Site Improvement	\$0.00	\$8,662.17	\$8,662.17	\$0.00
10	1460 Dwelling Structures	\$387,405.00	\$380,912.83	\$380,912.83	\$278,891.16
11	1465.1 Dwelling Equipment—Nonexpendable	\$0.00	\$0.00	\$0.00	\$0.00
12	1470 Non-dwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00
13	1475 Non-dwelling Equipment	\$0.00	\$0.00	\$0.00	\$0.00
14	1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00
15	1490 Replacement Reserve	\$0.00	\$0.00	\$0.00	\$0.00
16	1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00
17	1495.1 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00
18	1499 Development Activities	\$0.00	\$0.00	\$0.00	\$0.00
19	1501 Collateralization or Debt Service	\$0.00	\$0.00	\$0.00	\$0.00
20	1502 Contingency	\$0.00	\$0.00	\$0.00	\$0.00
21	Amount of Annual Grant: (sum of lines 2 – 20)	\$809,150.00	\$809,150.00	\$809,150.00	\$662,324.99
22	Amount of line 21 Related to LBP Activities	\$0.00	\$0.00	\$0.00	\$0.00
23	Amount of line 21 Related to Section 504 compliance	\$0.00	\$295,000.00	\$295,000.00	\$246,278.00
24	Amount of line 21 Related to Security – Soft Costs	\$0.00	\$0.00	\$0.00	\$0.00
25	Amount of Line 21 Related to Security – Hard Costs	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00
26	Amount of line 21 Related to Energy Conservation Measures	\$0.00	\$0.00	\$0.00	\$0.00



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

PHA Name: Housing Authority of the City of Meriden		Grant Type and Number Capital Fund Program Grant No: CT26P01150104 Replacement Housing Factor Grant No:				Federal FY of Grant: 2004		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
11-0 Authority Wide	Operations	1406	0	\$111,830.00	\$111,830.00	\$111,830.00	\$111,830.00	
	<b>Total for account #1406</b>			<b>\$111,830.00</b>	<b>\$111,830.00</b>	<b>\$111,830.00</b>	<b>\$111,830.00</b>	
11-0 Authority Wide	HTVN Subscription	1408	0	\$0.00	\$0.00	\$0.00	\$0.00	Cancelled
11-0 Authority Wide	Staff Training	1408	0	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	
11-1 Mills Memorial Apts.	Resident Job Training	1408	0	\$50,000.00	\$9,687.50	\$9,687.50	\$9,687.50	
11-1 Mills Memorial Apts.,	Sec 3 Resident Job Training	1408	0	\$0.00	\$38,142.50	\$38,142.50	\$38,142.50	
11-2 Community Towers Apts.	Activities Coordinator	1408	0	\$10,000.00	\$18,000.00	\$18,000.00	\$17,266.26	
11-2 Community Towers Apts.	Additional Security Patrols	1408	0	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	
11-5 Chamberlain Heights	Resident Job Training	1408	0	\$50,000.00	\$9,615.00	\$9,615.00	\$5,654.90	
11-5 Chamberlain Heights	Sec 3 Resident Job Training	1408	0	\$0.00	\$32,385.00	\$32,385.00	\$16,607.83	
	<b>Total for account #1408</b>			<b>\$164,000.00</b>	<b>\$161,830.00</b>	<b>\$161,830.00</b>	<b>\$141,358.99</b>	
11-0 Authority Wide	Administration	1410	0	\$80,915.00	\$80,915.00	\$80,915.00	\$65,244.84	
	<b>Total for account # 1410</b>			<b>\$80,915.00</b>	<b>\$80,915.00</b>	<b>\$80,915.00</b>	<b>\$65,244.84</b>	
11-0 Authority Wide	Fees and Costs	1430	0	\$65,000.00	\$65,000.00	\$65,000.00	\$65,000.00	
	<b>Total for account #1430</b>			<b>\$65,000.00</b>	<b>\$65,000.00</b>	<b>\$65,000.00</b>	<b>\$65,000.00</b>	

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

PHA Name: Housing Authority of the City of Meriden		Grant Type and Number Capital Fund Program Grant No: CT26P01150104 Replacement Housing Factor Grant No:				Federal FY of Grant: 2004		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
11-1 Mills memorial Apts.	Paving, Landscaping & miscellaneous site improvements	1450	0	\$0.00	\$8,662.17	\$8,662.17	\$0.00	
	<b>Total for account # 1450</b>			<b>\$0.00</b>	<b>\$8,662.17</b>	<b>\$8,662.17</b>	<b>\$0.00</b>	
11-01 Central Office	Replace asphalt parking lot, repair brick fence & waterproof building bricks.	1460	0	\$66,013.00	\$0.00	\$0.00	\$0.00	
11-1 Mills Memorial Apts.	Replace Kitchen cabinets, counters, sinks and faucets, replace kitchen floors	1460	46	\$74,556.00	\$0.00	\$0.00	\$0.00	
11-1 Mills Memorial Apts.	Replace Underground heat pipes	1460	0	\$246,836.00	\$0.00	\$0.00	\$0.00	
11-1 Mills Memorial Apts.	Install exhaust fans and humidistat switch in bathrooms of both high rises	1460	0	\$0.00	\$0.00	\$0.00	\$0.00	
11-1 Mills Memorial Apts.	Remove graffiti throughout development and paint common areas	1460	0	\$0.00	\$0.00	\$0.00	\$0.00	
11-1 Mills Memorial Apts.	Install Digital Cameras for security	1460	5	\$0.00	\$11,113.16	\$11,113.16	\$11,113.16	
11-2 Community Towers Apts.	Abate VAT floor tile in seven existing units for renovation to HCP units.	1460	7	\$0.00	\$21,500.00	\$21,500.00	\$21,500.00	
11-2 Community Towers Apts.	Renovate seven existing units for HCP accessibility	1460	7	\$0.00	\$295,000.00	\$295,000.00	\$246,278.00	
11-2 Community Towers Apts.	Replace Roof over the Community Room	1460	1	\$0.00	\$53,299.67	\$53,299.67	\$0.00	
	<b>Total for account #1460</b>			<b>\$387,405.00</b>	<b>\$380,912.83</b>	<b>\$380,912.83</b>	<b>\$278,891.16</b>	
	<b>Grand Total</b>			<b>\$809,150.00</b>	<b>\$809,150.00</b>	<b>\$809,150.00</b>	<b>\$662,324.99</b>	

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

PHA Name: Housing Authority of the City of Meriden		Grant Type and Number Capital Fund Program No: CT26P01150104 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		
11-0 Authority Wide	9/30/2006		10/28/2005	9/30/2007		11/14/2005	Relocation of residents from Chamberlain Heights, due to renovation of Chamberlain Heights	
11-0 Authority Wide							Deleted	
11-0 Authority Wide	9/30/2006		5/4/2005	9/30/2007		5/5/2005	Additional training of staff, due to changes that will be instituted.	
11-1 Mills Memorial Apts.	9/30/2006		8/29/2005	9/29/2007		1/31/2006	Funds reprogrammed to Section 3 Training.	
11-1 Mills Memorial Apts.	8/29/2005		2/13/2006	9/29/2006		3/30/2006	More Section 3 participants than anticipated.	
11-2 Community Towers Apts.	9/20/2006		4/30/2006	9/30/2007		4/30/2006	Activities coordinator work extended hours, due to resident participation.	
11-2 Community Towers Apts.	9/30/2006		12/17/2004	9/30/2007		12/12/2005	More hours for security coverage.	
11-5 Chamberlain Heights	9/30/2006		8/29/2005	9/30/2007		4/30/2006	Funds reprogrammed to Section 3 Training	
11-5 Chamberlain Heights	8/29/2005		2/13/2006	8/29/2006		5/31/2006	More Section 3 Trainees than anticipated.	
11-0 Authority Wide	9/30/2006		11/2/2005	9/30/2007		5/31/2006	Higher salaries than anticipated.	
11-0 Authority Wide	9/30/2006		11/14/2005	9/30/2007		1/17/2006	Chamberlain Heights renovation	
11-1 Mills Memorial Apts.	5/10/2005		5/10/2005	5/10/2006			Awaiting close-out documents.	
11-01 Central Office Building							Deleted.	

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)</b> <b>Part III: Implementation Schedule</b>							
PHA Name: Housing Authority of the City of Meriden			<b>Grant Type and Number</b> Capital Fund Program No: CT26Po1150104 Replacement Housing Factor No:				<b>Federal FY of Grant: 2004</b>
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
11-1 Mills Memorial Apts.							Deleted
11-1 Mills Memorial Apts.							Deleted
11-1 Mills Memorial Apts.							Deleted
11-1 Mills Memorial Apts.							Deleted
11-1 Mills Memorial Apts.	8/16/2005		8/16/2005	9/15/2007		9/14/2005	Installed camera earlier than anticipated
11-2 Community Towers Apts.	7/5/2005		7/5/2005	8/4/2005		9/26/2005	
11-2 Community Towers Apts.	8/9/2005		8/9/2005	8/9/2006		5/30/2006	Construction completed
11-2 Community Towers Apts.,	12/1/2005		12/1/2005	12/1/2006		5/30/2006	Construction completed

<b>Annual Statement/Performance and Evaluation Report</b>						
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>						
<b>PHA Name:</b> Housing Authority of the City of Meriden		<b>Grant Type and Number</b> Capital Fund Program Grant No: X CT26P01150105 Replacement Housing Factor Grant No:			<b>Federal FY of Grant:</b> 2005	
<b>Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no: )</b>						
<b>X Performance and Evaluation Report for Period Ending: 3/31/2006 Final Performance and Evaluation Report</b>						
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost		
		Original	Revised	Obligated	Expended	
1	Total non-CFP Funds					
2	1406 Operations	\$136,700.00	\$136,700.00	\$93,615.36	\$93,615.36	
3	1408 Management Improvements	\$138,000.00	\$138,000.00	\$53,251.94	\$18,398.17	
4	1410 Administration	\$75,945.00	\$75,945.00	\$0.00	\$0.00	
5	1411 Audit	\$0.00	\$0.00	\$0.00	\$0.00	
6	1415 Liquidated Damages	\$0.00	\$0.00			
7	1430 Fees and Costs	\$40,000.00	\$75,000.00	\$65,000.00	\$64,848.84	
8	1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	
9	1450 Site Improvement	\$62,374.00	\$62,374.00	\$0.00	\$0.00	
10	1460 Dwelling Structures	\$306,440.00	\$271,440.00	\$141,478.71	\$15,650.00	
11	1465.1 Dwelling Equipment—Nonexpendable	\$0.00	\$0.00	\$0.00	\$0.00	
12	1470 Non-dwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00	
13	1475 Non-dwelling Equipment	\$0.00	\$0.00	\$0.00	\$0.00	
14	1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00	
15	1490 Replacement Reserve	\$0.00	\$0.00	\$0.00	\$0.00	
16	1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00	
17	1495.1 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00	
18	1499 Development Activities	\$0.00	\$0.00	\$0.00	\$0.00	
19	1501 Collateralization or Debt Service	\$0.00	\$0.00	\$0.00	\$0.00	
20	1502 Contingency	\$0.00	\$0.00	\$0.00	\$0.00	
21	Amount of Annual Grant: (sum of lines 2 – 20)	\$759,459.00	\$759,459.00	\$353,346.01	\$192,512.37	
22	Amount of line 21 Related to LBP Activities					
23	Amount of line 21 Related to Section 504 compliance	\$100,000.00	\$0.00	\$0.00	\$0.00	
24	Amount of line 21 Related to Security – Soft Costs					
25	Amount of Line 21 Related to Security – Hard Costs	\$50,000.00	\$50,000.00	\$50,000.00	\$15,146.23	
26	Amount of line 21 Related to Energy Conservation Measures					

<b>Annual Statement/Performance and Evaluation Report</b>								
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)</b>								
<b>Part II: Supporting Pages</b>								
PHA Name: Housing Authority of the City of Meriden		Grant Type and Number Capital Fund Program Grant No: CT26P01150105 Replacement Housing Factor Grant No:				Federal FY of Grant: 2005		
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	
11-0 Authority Wide	Operations	1406	1	\$136,700.00	\$136,700.00	\$93,615.36	\$93,615.36	
	<b>Total for account #1406</b>			<b>\$136,700.00</b>	<b>\$136,700.00</b>	<b>\$93,615.36</b>	<b>\$93,615.36</b>	
11-0 Authority Wide	Staff Training	1408	1	\$18,000.00	\$18,000.00	\$3,251.94	\$3,251.94	
11-0 Authority Wide	HTVN Subscription	1408	0	\$0.00	\$0.00	\$0.00	\$0.00	Cancelled
11-1 Mills Memorial Apts.	Section 3 Resident Training	1408	0	\$25,000.00	\$25,000.00	\$0.00	\$0.00	
11-2 Community Towers Apts.	Activities Coordinator	1408	1	\$20,000.00	\$20,000.00	\$0.00	\$0.00	
11-2 Community Towers Apts.,	Security Patrols	1408	0	\$50,000.00	\$50,000.00	\$50,000.00	\$15,146.23	
11-5 Chamberlain Heights	Section 3 Resident Training	1408	0	\$25,000.00	\$25,000.00	\$0.00	\$0.00	
	<b>Total for account #1408</b>			<b>\$138,000.00</b>	<b>\$138,000.00</b>	<b>\$53,251.94</b>	<b>\$18,398.17</b>	
11-0 Authority Wide	Administrative Salaries & Fringe Benefits	1410	0	\$75,945.00	\$75,945.00	\$0.00	\$0.00	
	<b>Total for account #1410</b>			<b>\$75,945.00</b>	<b>\$75,945.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
11-0 Authority Wide	Fees and costs	1430	0	\$40,000.00	\$75,000.00	\$65,000.00	\$64,848.84	
	<b>Total for account #1430</b>			<b>\$40,000.00</b>	<b>\$75,000.00</b>	<b>\$65,000.00</b>	<b>\$64,848.84</b>	
11-2 Community Towers Apts.	Security Fencing and Landscaping	1450	0	\$62,374.00	\$62,374.00	\$0.00	\$0.00	
	<b>Total for account #1450</b>			<b>\$62,374.00</b>	<b>\$62,374.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	



<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)</b> <b>Part III: Implementation Schedule</b>							
PHA Name: Housing Authority of the City of Meriden		<b>Grant Type and Number</b> Capital Fund Program No: CT26P01150105 Replacement Housing Factor No:				<b>Federal FY of Grant: 2005</b>	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
11-0 Authority Wide	9/15/2005		5/18/2006	9/15/2006			
11-0 Authority Wide	9/15/2007			9/15/2008			
11-0 Authority Wide							Cancelled
11-1 Mills Memorial Apts.	9/15/2007			9/15/2008			
11-2 Community Towers Apts.	9/15/2007			9/15/2008			
11-2 Community Towers Apts.	9/15/2007		12/12/05	9/15/2008			
11-5 Chamberlain Heights	9/15/2007			9/15/2008			
11-0 Authority Wide	9/15/2007			9/15/2008			
11-0 Authority Wide	9/15/2007			9/15/2008			
11-2 Community Towers Apts.	9/15/2007			9/15/2008			
11-0 Authority Wide	12/5/2005		12/5/2005	6/30/2008			
11-01 Central Office Building	12/1/2005		12/1/2005	6/30/2008		12/9/2005	
11-1 Mills Memorial Apts.	9/15/2007			9/15/2008			
11-1 Mills Memorial Apts.,							Deleted



<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)</b> <b>Part III: Implementation Schedule</b>							
PHA Name: Housing Authority of the City of Meriden		<b>Grant Type and Number</b> Capital Fund Program No: CT26P01150105 Replacement Housing Factor No:				<b>Federal FY of Grant: 2005</b>	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
11-2 Community Towers Apts.							Deleted
11-2 Community Towers Apts.							Deleted
11-2 Community Towers Apts.	12/1/2005		12/1/2005	6/30/2008			
11-5 Chamberlain Heights							Deleted

<b>Annual Statement/Performance and Evaluation Report</b>						
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>						
<b>PHA Name:</b> Housing Authority of the City of Meriden		<b>Grant Type and Number</b> Capital Fund Program Grant No: X CT26P01150106 Replacement Housing Factor Grant No:			<b>Federal FY of Grant:</b> 2006	
X Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no: )						
X Performance and Evaluation Report for Period Ending:6/30/2006 Final Performance and Evaluation Report						
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost		
		Original	Revised	Obligated	Expended	
1	Total non-CFP Funds					
2	1406 Operations	\$148,815.00	\$148,815.00	\$0.00	\$0.00	
3	1408 Management Improvements	\$148,000.00	\$148,000.00	\$0.00	\$0.00	
4	1410 Administration	\$74,407.00	\$74,407.00	\$0.00	\$0.00	
5	1411 Audit	\$0.00	\$0.00	\$0.00	\$0.00	
6	1415 Liquidated Damages	\$0.00	\$0.00	\$0.00	\$0.00	
7	1430 Fees and Costs	\$30,000.00	\$30,000.00	\$0.00	\$0.00	
8	1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	
9	1450 Site Improvement	\$94,446.00	\$94,446.00	\$0.00	\$0.00	
10	1460 Dwelling Structures	\$130,069.00	\$130,069.00	\$0.00	\$0.00	
11	1465.1 Dwelling Equipment—Nonexpendable	\$35,000.00	\$35,000.00	\$0.00	\$0.00	
12	1470 Non-dwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00	
13	1475 Non-dwelling Equipment	\$83,336.00	\$83,336.00	\$0.00	\$0.00	
14	1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00	
15	1490 Replacement Reserve	\$0.00	\$0.00	\$0.00	\$0.00	
16	1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00	
17	1495.1 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00	
18	1499 Development Activities	\$0.00	\$0.00	\$0.00	\$0.00	
19	1501 Collateralization or Debt Service	\$0.00	\$0.00	\$0.00	\$0.00	
20	1502 Contingency	\$0.00	\$0.00	\$0.00	\$0.00	
21	Amount of Annual Grant: (sum of lines 2 – 20)	\$744,073.00	\$744,073.00	\$0.00	\$0.00	
22	Amount of line 21 Related to LBP Activities	\$0.00	\$0.00	\$0.00	\$0.00	
23	Amount of line 21 Related to Section 504 compliance	\$130,069.00	\$140,069.00	\$0.00	\$0.00	
24	Amount of line 21 Related to Security – Soft Costs	\$0.00	\$0.00	\$0.00	\$0.00	
25	Amount of Line 21 Related to Security – Hard Costs	\$57,000.00	\$57,000.00	\$0.00	\$0.00	
26	Amount of line 21 Related to Energy Conservation Measures	\$35,000.00	\$35,000.00	\$0.00	\$0.00	

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

PHA Name: Housing Authority of the City of Meriden		Grant Type and Number Capital Fund Program Grant No: CT26P01150106 Replacement Housing Factor Grant No:				Federal FY of Grant: 2006		
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	
11-0 Authority Wide	Operations	1406	0	\$148,815.00	\$148,815.00	\$0.00	\$0.00	
	<b>Total for Account # 1406</b>			<b>\$148,815.00</b>	<b>\$148,815.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
11-0 Authority Wide	HTNV Subscription	1408	0	\$0.00	\$0.00	\$0.00	\$0.00	Cancelled
11-0 Authority Wide	Staff Training	1408	0	\$18,000.00	\$18,000.00	\$0.00	\$0.00	
11-01 Mills Memorial Apts.	Resident Job Training	1408	0	\$25,000.00	\$25,000.00	\$0.00	\$0.00	
11-2 Community Towers Apts.	Activities Coordinator	1408	0	\$23,000.00	\$23,000.00	\$0.00	\$0.00	
11-2 Community Towers Apts.	Additional Security Patrols	1408	0	\$57,000.00	\$57,000.00	\$0.00	\$0.00	
11-5 Chamberlain Heights	Resident Job Training	1408	0	\$25,000.00	\$25,000.00	\$0.00	\$0.00	
	<b>Total for account #1408</b>			<b>\$148,000.00</b>	<b>\$148,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
11-0 Authority Wide	Administration – Salary & fringe benefits	1410	1	\$74,407.00	\$74,407.00	\$0.00	\$0.00	
	<b>Total for account #1410</b>			<b>\$74,407.00</b>	<b>\$74,407.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
11-0 Authority Wide	Fees and Costs	1430		\$30,000.00	\$30,000.00	\$0.00	\$0.00	
	<b>Total for account # 1430</b>			<b>\$30,000.00</b>	<b>\$30,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	

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

PHA Name: Housing Authority of the City of Meriden		Grant Type and Number Capital Fund Program Grant No: CT26P01150106 Replacement Housing Factor Grant No:				Federal FY of Grant: 2006		
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	
11-2 Community Towers Apts.	New Parking Lot and Security fencing and lighting	1450	0	\$94,446.00	\$94,446.00	\$0.00	\$0.00	
	<b>Total for account # 1450</b>			<b>\$94,446.00</b>	<b>\$94,446.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
11-2 Community Towers Apartments	Rehab units for handicap accessibility	1460	4	\$130,069.00	\$130,069.00	\$0.00	\$0.00	
	<b>Total for account # 1460</b>			<b>\$130,069.00</b>	<b>\$130,069.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
11-2 Community Towers Apts.	Purchase new energy efficient electric stoves	1465.1	40	\$15,000.00	\$15,000.00	\$0.00	\$0.00	
11-2 Community Towers Apts.	Purchase new energy efficient refrigerators	1465.1	50	\$20,000.00	\$20,000.00	\$0.00	\$0.00	
	<b>Total for account #1465.1</b>			<b>\$35,000.00</b>	<b>\$35,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
11-0 Authority Wide	Purchase 2 new vehicles and grounds equipment	1475	2	\$83,336.00	\$83,336.00	\$0.00	\$0.00	
	<b>Total for account #1475</b>			<b>\$83,336.00</b>	<b>\$83,336.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
	<b>Grand Total</b>			<b>\$744,073.00</b>	<b>\$744,073.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)</b> <b>Part III: Implementation Schedule</b>							
PHA Name: Housing Authority of the City of Meriden			<b>Grant Type and Number</b> Capital Fund Program No: CT26P01150106 Replacement Housing Factor No:				<b>Federal FY of Grant: 2006</b>
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
11-0 Authority Wide Operations	6/30/2008			6/30/2009			
11-0 Authority Wide HTVN Subscription							Cancelled
11-0 Authority Wide Staff Training	6/30/2008			6/30/2009			
11-1 Mills Memorial Apt Resident Job Training	6/30/2008			6/30/2009			
11-2 Community Towers Activities Coordinator	6/30/2008			6/30/2009			
11-2 Community Towers Security Patrols	6/30/2008			6/30/2009			
11-5 Chamberlain Hts. Resident Job Training	6/30/2008			6/30/2009			
11-0 Authority Wide Administration - Salary	6/30/2008			6/30/2009			
11-0 Authority Wide Fees & Costs	6/30/2008			6/30/2009			
11-2 Community Towers New Parking lot & fencing	6/30/2008			6/30/2009			
11-2 Community Towers Rehab units for HCP Accessibility	6/30/2008			6/30/2009			
11-2 Community Towers Purchase stoves	6/30/2008			6/30/2009			

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)</b> <b>Part III: Implementation Schedule</b>							
PHA Name: Housing Authority of the City of Meriden		<b>Grant Type and Number</b> Capital Fund Program No: CT26P01150106 Replacement Housing Factor No:					<b>Federal FY of Grant: 2006</b>
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
11-2 Community Towers Purchase energy efficient refrigerators	6/30/2008			6/30/2009			
11-0 Authority Wide Purchase 2 new vehicles and grounds equipment	6/30/2008			6/30/2009			

<b>Capital Fund Program Five-Year Action Plan</b>					
<b>Part I: Summary</b>					
PHA Name Housing Authority of the City of Meriden				<b>X Original 5-Year Plan</b>	
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: CT26P01150107 PHA FY: 2007	Work Statement for Year 3 FFY Grant: CT26P01150108 PHA FY: 2008	Work Statement for Year 4 FFY Grant:CT26P01150109 PHA FY: FY2009	Work Statement for Year 5 FFY Grant: PHA FY:
	Annual Statement				
11-0 Authority Wide		\$318,769.00	\$268,200.00	\$265,200.00	\$273,700.00
11-01 Central Office				\$155,000.00	
11-1 Mills Memorial Apartments		\$79,468.00	\$27,500.00	\$74,873.00	\$230,373.00
11-2 Community Towers Apartments		315,836.00	\$285,873.00	\$249,000.00	\$240,000.00
11-5 Chamberlain Heights Apartments		\$30,000.00	\$162,500.00	\$0.00	\$0.00
CFP Funds Listed for 5-year planning		\$744,073.00	\$744.073.00	\$744,073.00	\$744,073.00
Replacement Housing Factor Funds					





Capital Fund Program Five-Year Action Plan					
<b>Part II: Supporting Pages—Work Activities</b>					
Activities for Year : <u>4</u> FFY Grant: CT26P01150109 PHA FY: FY2009			Activities for Year: <u>5</u> FFY Grant: CT26P01150110 PHA FY: FY-2010		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
11-0 Authority Wide	Operations	\$148,800.00	11-0 Authority Wide	Operations	\$148,800.00
	Staff Training	\$9,000.00		Staff Training	\$10,500.00
	Administrative Salaries & fringe benefits	\$74,400.00		Administrative Salaries & fringe benefits	\$74,400.00
	Fees & Costs	\$33,000.00		Fees & Costs	\$40,000.00
	<b>Sub Total</b>	<b>\$265,200.00</b>		<b>Sub Total</b>	<b>\$273,700.00</b>
11-01 Central Office	Install HVAC Roof unit for Heat and A/C, replace duct work	\$80,000.00			
	Replace roof on central office bld.	\$75,000.00			
	<b>Sub Total</b>	<b>\$155,000.00</b>			
11-1 Mills Memorial Apartments	Section 3 Training Program	\$36,500.00	11-1 Mills Memorial Apartments	Section 3 Training Program	\$34,500.00
	Section 3 Program Coordinator	\$30,000.00		Section 3 Program Coordinator	\$35,000.00
	Replace stoves with energy rated	\$4,000.00		Replace H.W. holding tanks, etc.	\$160,873.00
	Replace refrigerators with energy rated units	\$4,373.00			
	<b>Sub Total</b>	<b>\$74,873.00</b>		<b>Sub Total</b>	<b>\$230,373.00</b>
11-2 Community Towers Apts.	Activities Coordinator	\$25,000.00	11-2 Community Towers Apts.	Activities Coordinator	\$25,000.00
	Security Patrols	\$40,000.00		Security Patrols	\$40,000.00
	Replace Elevator Car, North Twr.	\$175,000.00		Replace Elevator Car, North Twr.	\$175,000.00
	Replace ranges with energy rated	\$3,500.00			
	Replace refrigerators with energy	\$5,500.00			
	<b>Sub Total</b>	<b>\$249,000.00</b>		<b>Sub Total</b>	<b>\$240,000.00</b>
<b>Total CFP Estimated Cost</b>		<b>\$744,073.00</b>			<b>\$744,073.00</b>



## Attachment B

## DECONCENTRATION POLICY

It is the Housing Authority of the City of Meriden's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

The Housing Authority of the City of Meriden will affirmatively market our housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments, the income levels of census tracts in which our developments are located, and the income levels of the families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement.

The worksheet for the analysis:

AVERAGE BY PROGRAM		INCOME RANGE BY PROGRAM		RENT RANGE	
INCOME	RENTS	115%	90%	115%	90%
\$9,351.87	162.88	\$10,754.65	\$8,416.68	187.31	146.59
AVERAGE BY DEVELOPMENT					
MILLS MEMORIAL					
INCOME	RENT				
\$86,722.50	\$147.47				
CHAMBERLAIN HEIGHTS					
INCOME	RENT				
\$13,758.97	155.49				
COMMUNITY TOWERS					
INCOME	RENTS				
\$8,802.31	197.39				



## Attachment C

**Housing Authority of the City of Meriden**  
**Admissions and Continued Occupancy**  
**Revised July 2004**



## ACOP TABLE OF CONTENTS

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<b>1.0 FAIR HOUSING .....</b>	<b>70</b>
<b>2.0 Reasonable Accomodation .....</b>	<b>70</b>
2.1 Communication .....	71
2.2 Questions to Ask in Granting the Accommodation .....	71
<b>3.0 Services For Non-English Speaking Applicants     and Residents .....</b>	<b>73</b>
<b>4.0 Family Outreach.....</b>	<b>73</b>
<b>5.0 Right to Privacy.....</b>	<b>73</b>
<b>6.0 Required Postings .....</b>	<b>73</b>
<b>7.0 Taking Applications .....</b>	<b>74</b>
<b>8.0 Eligibility For Admission .....</b>	<b>75</b>
8.1 Introduction .....	75
8.2 Eligibility Criteria.....	76
8.3 Suitability.....	80
8.4 grounds for denial .....	82
8.5 Informal hearing.....	84
<b>9.0 Managing the Waiting List .....</b>	<b>84</b>
9.1 Opening and Closing the Waiting List.....	84
9.2 Organization of the Waiting List .....	85
9.3 Families Nearing the Top of the Waiting List .....	85
9.4 Purging the Waiting List.....	85
9.5 Removal of Applicants From the Waiting List .....	85
9.6 MISSED APPOINTMENTS .....	86
9.7 Notification of Negative Actions .....	86
<b>10.0 Resident Selection and Assignment Plan .....</b>	<b>86</b>
10.1 Preferences .....	No Prefereces Defined
10.2 Assignment of Bedroom Sizes.....	87
10.3 Selection From the Waiting List .....	89
10.4 DECONCENTRATION POLICY.....	89
10.5 Deconcentration Incentives.....	89
10.6 Offer of a Unit .....	90
10.7 Rejection of Unit.....	90
10.8 Acceptance of Unit.....	91
<b>11.0 Income, Exclusions From Income and Deductions</b>	

<b>From Income .....</b>	<b>92</b>
11.1 Income .....	92
11.2 Annual income .....	94
11.3 Deductions from annual income .....	99
<b>12.0 Verification .....</b>	<b>99</b>
12.1 Acceptable Methods of Verification.....	100
12.2 Types of verification .....	100
12.3 Verification of Citizenship or Eligible Noncitizen Status .....	103
12.4 Verification of Social Security Numbers.....	104
12.5 Timing of Verification .....	105
12.6 Frequency of Obtaining Verification.....	105
<b>13.0 Determination of Total Resident Payment and Resident Rent.....</b>	<b>105</b>
13.1 Family choice .....	105
13.2 The Formula Method.....	106
13.3 MINIMUM RENT .....	106
13.4 The Flat Rent .....	108
13.5 CEILING RENT .....	108
13.6 Rent for Families under the Noncitizen Rule.....	108
13.7 Utility allowance .....	109
13.8 PAYING RENT.....	110
<b>14.0 Continued Occupancy and Community Service .....</b>	<b>111</b>
14.1 General .....	111
14.2 Exemptions .....	111
14.3 Notification of THE RequireMENT .....	112
14.4 Volunteer Opportunities .....	112
14.5 The Process.....	113
14.6 Notification of Non-compliance with Community Service Requirement.....	113
14.7 Opportunity for cure .....	114
<b>15.0 Recertifications .....</b>	<b>114</b>
15.1 General .....	114
15.2 MISSED APPOINTMENTS .....	115
15.3 Flat Rents.....	115
15.4 THE FORMULA METHOD.....	116
15.5 Effective Date of Rent Changes for Annual Reexaminations .....	117
15.6 Interim Reexaminations .....	117
15.7 Special Reexaminations .....	118
15.8 Effective Date of Rent Changes Due to Interim or Special Reexaminations....	118
<b>16.0 Unit Transfers.....</b>	<b>119</b>
16.1 Objectives of the Transfer Policy .....	119
16.2 Categories of Transfers .....	119
16.3 Documentation.....	120
16.4 Incentive transfers.....	120

16.5 Processing Transfers .....	120
16.6 Cost of the family's move .....	121
16.7 Residents in good standing.....	122
16.8 Transfer Requests .....	122
16.9 Right of the Housing Authority of the City of Meriden's transfer policy .....	123
<b>17.0 Inspections .....</b>	<b>123</b>
17.1 Move-in Inspections .....	123
17.2 Annual Inspections.....	123
17.3 PreventAtive maintenance inspections .....	124
17.4 Special Inspections .....	124
17.5 Housekeeping Inspections.....	124
17.6 Notice of inspection.....	124
17.7 Emergency Inspections.....	124
17.8 Pre-move-out Inspections .....	124
17.9 Move-out Inspections .....	125
<b>18.0 Pet Policy.....</b>	<b>125</b>
18.1 EXCLUSIONS .....	125
18.2 PETS IN SENIOR BUILDINGS .....	125
18.3 Approval.....	125
18.4 Types and Number of Pets .....	125
18.5 Inoculations.....	126
18.6 Pet Deposit .....	126
18.7 Financial Obligation of Residents .....	126
18.8 Nuisance or Threat to Health or Safety.....	126
18.9 Designation of Pet areas.....	126
18.10 Visiting Pets .....	127
18.11 REMOVAL OF PETS .....	127
<b>19.0 Repayment Agreements .....</b>	<b>127</b>
<b>20.0 Termination .....</b>	<b>127</b>
20.1 Termination By Resident.....	127
20.2 Termination By the Housing Authority.....	128
20.3 Abandonment .....	129
20.4 Return of Security Deposit .....	130

## ***ADMISSIONS AND CONTINUED OCCUPANCY POLICY***

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

### **1.0 FAIR HOUSING**

It is the policy of the Housing Authority of the City of Meriden 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 Housing Authority of the City of Meriden's public housing programs.

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

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

### **2.0 Reasonable Accommodation**

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Housing Authority of the City of Meriden's public housing programs and related services. When such accommodations are granted, they do not confer special treatment

or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Housing Authority of the City of Meriden will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Housing Authority of the City of Meriden will ensure that all applicants/residents are aware of the opportunity to request reasonable accommodations.

## 2.1 Communication

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

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

All decisions granting or denying requests for reasonable accommodations will be in writing.

## 2.2 Questions to Ask in Granting the Accommodation

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

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. (The disability may not be apparent to others, such as, a heart condition).

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

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the

Housing Authority of the City of Meriden will obtain documentation that the requested accommodation is needed due to the disability. The Housing Authority of the City of Meriden will not inquire as to the nature of the disability.

- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
1. Would the accommodation constitute a fundamental alteration? The Housing Authority of the City of Meriden's business is housing. If the request would alter the fundamental business that the Housing Authority conducts, that would not be reasonable. For instance, the Housing Authority of the City of Meriden would deny a request to do grocery shopping for a person with disabilities.
  2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Housing Authority of the City of Meriden may request a meeting with the individual to investigate and consider equally effective alternatives.
- D. Generally the individual knows best what it is they need; however, the Housing Authority of the City of Meriden retains the right to be shown how the requested accommodation enables the individual to access or use the Housing Authority's programs or services.

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

The cost necessary to carry out approved requests, including requests for physical modifications, will be performed by the Housing Authority of the City of Meriden if there is no one else willing to pay for the modifications. If another party pays for the modification, the Housing Authority will seek to have the same entity pay for any restoration costs.

If the resident requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the Housing Authority of the City of Meriden will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

Any request for an accommodation that would enable a resident to materially violate essential lease terms will not be approved, such as allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others.

### **3.0 Services For Non-English Speaking Applicants and Residents**

The Housing Authority of the City of Meriden will endeavor to have bilingual staff or access to people who speak languages other than English in order to assist non-English speaking families. The following languages shall be covered:

**(Spanish)**

### **4.0 Family Outreach**

The Housing Authority of the City of Meriden will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media and by other suitable means.

To reach people who cannot or do not read the newspapers, the Housing Authority of the City of Meriden will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The Housing Authority of the City of Meriden will also try to utilize public service announcements.

The Housing Authority of the City of Meriden will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

### **5.0 Right to Privacy**

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

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

### **6.0 Required Postings**

In each of its offices, the Housing Authority of the City of Meriden will post,

in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the status of the waiting list (opened or closed)
- C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours
- D. Fair Housing Poster
- E. Equal Opportunity in Employment Poster
- F.. Any current Housing Authority of the City of Meriden Notices

#### **7.0 Taking Applications**

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. Applications will be accepted Monday, Wednesday and Friday between the hours of 9:00 a.m. and 11:30 a.m. at:

#### **22 Church Street, Meriden, CT 06451**

Applications are taken to compile a waiting list. Due to the demand for housing in the Housing Authority of the City of Meriden jurisdiction, the Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the Housing Authority of the City of Meriden will verify the information.

Applications may be made in person at the **Housing Authority of the City of Meriden, 22 Church Street, Meriden, CT 06451**) on Monday, Wednesday and Friday between the hours of 9:00 a.m and 11:30 a.m.. Applications will be mailed to interested families upon request.

The completed application will be dated and time stamped upon its return to the Housing Authority of the City of Meriden, 22 Church Street, Meriden, CT 06451.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Housing Authority of the City of



Meriden to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is **(203) 235-0157 extension 221**

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information. This first phase results in the family's placement on the waiting list.

Upon receipt of the family's pre-application, the Housing Authority of the City of Meriden will make a preliminary determination of eligibility. The Housing Authority of the City of Meriden will notify the family in writing of the date and time of placement on the waiting list, and the approximate wait before housing may be offered. If the Housing Authority of the City of Meriden determines the family to be ineligible, the notice will state the reasons, and will offer the family the opportunity of an informal hearing of the determination.

The applicant may at any time report changes in their applicant status including changes in family composition and income. The Housing Authority of the City of Meriden will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The Housing Authority of the City of Meriden will ensure that verification of all eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program.

## **8.0 Eligibility For Admission**

### **8.1 Introduction**

There are five eligibility requirements for admission to public housing: qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Housing Authority of the City of Meriden screening criteria in order to be admitted to public housing.

## 8.2 Eligibility Criteria

### A. Family status.

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

4. A **disabled family**, which is:
  - a. A family whose head, spouse, or sole member is a person with disabilities; or
  - b. Two or more persons with disabilities living together; or
  - c. One or more persons with disabilities living with one or more live-in aides.
5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
6. A **remaining member of a resident family**.
7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a resident family.

B. Income eligibility

1. To be eligible for admission to developments or scattered-site units that were available for occupancy before 10/1/81, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.
2. To be eligible for admission to developments or scattered-site units that became available on or after 10/1/81, the family's annual income must be within the very low-income limit set by HUD, unless HUD grants an exception. This means that without a HUD exception, the family income cannot exceed 50 percent of the median income for the area.
3. Income limits apply only at admission and are not applicable for continued occupancy.
4. A family may not be admitted to the public housing program from another assisted housing program (e.g., resident-based Section 8) or from a public housing program operated by

another housing authority without meeting the income requirements of the Housing Authority of the City of Meriden.

5. If the Housing Authority of the City of Meriden acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing residents.
6. Income limit restrictions do not apply to families transferring within our Public Housing Program.

C. Citizenship/Eligibility Status

1. To be eligible each member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)):

Section Number 1436a

Restriction on use of assisted housing by non-resident aliens

(a) Conditions for assistance

Notwithstanding any other provision of law, the Secretary of Housing and Urban Development may not make financial assistance available for the benefit of any alien unless that alien is a resident of the United States and is:

- (1) an alien lawfully admitted for permanent residence as an immigrant as defined by section 1101(a)(15) and (20) of title 8, excluding, among others, alien visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country; or
- (2) an alien who entered the United States prior to June 30, 1948, or such subsequent date as is enacted by law, has continuously maintained his or her residence in the United States

since then, and is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General of the United States pursuant to section 1259 of title 8; or

(3) an alien who is lawfully present in the United States pursuant to an admission under section 1157 of title 8 or pursuant to the granting of asylum (which has not been terminated) under section 1158 of title 8; or

(4) an alien who is lawfully present in the United States as a result of an exercise of discretion by the Attorney General of the United States for emergent reasons or reasons deemed strictly in the public interest pursuant to section 1182(d)(5) of title 8; or

(5) an alien who is lawfully present in the United States as a result of the Attorney General's withholding deportation pursuant to section 1253(h) of title 8; or

(6) an alien lawfully admitted for temporary or permanent residence under section 1255a of title 8.

2. Family eligibility for assistance.

- a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
- b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.6 for calculating rents under the noncitizen rule)
- c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members 6 years of age and older must provide a Social Security number or certify that they do not have one.

E. Signing Consent Forms

3. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain at a minimum, the following:
  - a. A provision authorizing HUD or the Housing Authority of the City of Meriden to obtain from State Wage Information Collection Agencies (SWICAs), Police Reports any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and
  - b. A provision authorizing HUD or the Housing Authority of the City of Meriden to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance; and
  - c. A provision authorizing HUD or the Housing Authority of the City of Meriden to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
  - d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

8.3 Suitability

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The Housing Authority of the City of Meriden will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other residents, the Housing Authority of the City of Meriden's employees, or other people residing in the immediate vicinity of the

property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.

B. The Housing Authority of the City of Meriden will consider objective and reasonable aspects of the family's background, including the following:

1. History of meeting financial obligations, including rent;
2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other residents; and
3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other residents or staff or cause damage to the property; and
4. History of disturbing neighbors or destruction of property;
5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
6. History of abusing alcohol and or drugs in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

C. The Housing Authority of the City of Meriden will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:

1. A credit check of the head, spouse and co-head and any family members 18 years of age and older;
2. A rental history check of all adult family members;
3. A criminal background check on all adult household members, including live-in aides. This check will be made

through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Housing Authority of the City of Meriden may contact or may require the applicant to contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC); and

4. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.

#### 8.4 grounds for denial

The Housing Authority of the City of Meriden is not required or obligated to assist applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, including rent;
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other residents;
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other residents or staff or cause damage to the property;



- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;
- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- J. Were evicted from assisted housing within seven years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;
- K. Were evicted from assisted housing within seven years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;  
Can this be changed to The Housing Authority of the City of Meriden will not accept
- L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Housing Authority of the City of Meriden may waive this requirement if:
  - 1. The person demonstrates to the Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
  - 2. Has successfully completed a supervised drug or alcohol rehabilitation program;
- M. Have engaged in or threatened abusive or violent behavior towards any Housing Authority of the City of Meriden staff or residents; or
- N. Have a household member who has ever been evicted from public housing; or
- O. Have a family household member who has been terminated under the certificate or voucher program; or
- P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public

housing development or in a Section 8 assisted property; or

- Q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

## 8.5 Informal hearing

- A. If the Housing Authority of the City of Meriden determines that an applicant does not meet the criteria for receiving public housing assistance, the Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal hearing of the decision within 10 business days of the denial. The Housing Authority of the City of Meriden will describe how to obtain the informal hearing.

The informal hearing may be conducted by any person designated by the Housing Authority of the City of Meriden, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the Housing Authority's decision. The Housing Authority of the City of Meriden must notify the applicant of the final decision within 14 calendar days after the informal hearing, including a brief statement of the reasons for the final decision.

- B. The participant family may request that the Housing Authority of the City of Meriden provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the Notice of Denial or Termination of Assistance or within 30 days of receipt of the INS appeal decision.

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

## 9.0 Managing the Waiting List

### 9.1 Opening and Closing the Waiting List

*Opening of the waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by any available minority media. The public notice will state any limitations to who may apply.*

*The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on*

*other waiting lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.*

*Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation and also by any available minority media.*

## 9.2 Organization of the Waiting List

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

- A. The application will be a permanent part of the file; and
- B. All applications will be maintained in order of bedroom size, and then in order of date and time of application; and
- C. Any contacts between the Housing Authority of the City of Meriden and the applicant will be documented in the applicant file.

## 9.3 Families Nearing the Top of the Waiting List

When a family appears to be within three (3) months of being offered a unit, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's information will be verified. If the family no longer qualifies to be on the list, the family's name will be removed from the waiting list. The Housing Authority of the City of Meriden must notify the family in writing of this determination and give the family the opportunity for an informal hearing.

Once the information has been verified, the family will complete a full application, present social security cards, birth certificates, citizenship/eligible immigrant information and sign the Consent for Release of Information forms.

## 9.4 Purging the Waiting List

The Housing Authority of the City of Meriden will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom the Housing Authority of the City of Meriden has current information, such as applicant's address, family composition, and income category.

## 9.5 Removal of Applicants From the Waiting List

The Housing Authority of the City of Meriden will not remove an

applicant's name from the waiting list unless:

- A. The applicant requests in writing that the name be removed; and
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program; or
- C. The applicant does not meet either the eligibility or suitability criteria for the program.

## 9.6 MISSED APPOINTMENTS

All applicants who fail to keep a scheduled appointment with the Housing Authority of the City of Meriden will be sent a notice of termination of the process for eligibility.

The Housing Authority will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause. When good cause exists for missing an appointment, the Housing Authority of the City of Meriden will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal hearing before being removed from the waiting list.

## 9.7 Notification of Negative Actions

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

## 10.0 Resident Selection and Assignment Plan

### 10.1 All other applicants.

All families will be offered housing based on the date and time of application which will be noted and utilized to determine the sequence.

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

**Buildings Designed for the Elderly and Disabled:** Preference will be given to elderly and disabled families. If there are no elderly or disabled families on the list, preference will then be given to near-elderly families. If there are no near-elderly families on the waiting list, units will be offered to families who qualify for the appropriate bedroom size using these priorities. All such families will be selected from the waiting list using the preferences as outlined above.

**Accessible Units:** Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice.

## 10.2 Assignment of Bedroom Sizes

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

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

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one-person families. Two adults can share a bedroom if they choose to unless related by blood.

In determining bedroom size, the Housing Authority of the City of Meriden will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster-care.

In addition, the following considerations may be taken in determining bedroom size:

- A. Children of the same sex **will** share a bedroom, unless there is a significant age difference of ten years or more. .
- B. Children of the opposite sex, both under the age of **7** will share a bedroom.
- C. Adults and children will not be required to share a bedroom.
- D. Foster – adults and/or foster - children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines – A family may request a smaller unit size than the guidelines allow. The Housing Authority of the City of Meriden will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit for **2 years**.
- B. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The Housing Authority of the City of Meriden will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit.
- C. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move.

- D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

### 10.3 Selection From the Waiting List

The Housing Authority of the City of Meriden 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 we shall quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, we 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 we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

### 10.4 DECONCENTRATION POLICY

It is the Housing Authority of the City of Meriden's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

The Housing Authority of the City of Meriden will affirmatively market our housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments, the income levels of census tracts in which our developments are located, and the income levels of the families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement. The worksheet for the analysis can be found in **Appendix 1**.

### 10.5 Deconcentration Incentives

The Housing Authority of the City of Meriden may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development.

*Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.*

## 10.6 Offer of a Unit

When the Housing Authority of the City of Meriden discovers that a unit will become available, we will contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the deconcentration goal and/or the income targeting goal.

The Housing Authority of the City of Meriden will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given five (5) business days from the date the letter was mailed to contact the Housing Authority of the City of Meriden regarding the offer.

The family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will have two (2) business days to accept or reject the unit. This verbal offer and the family's decision must be documented in the resident file. If the family rejects the offer of the unit, the Housing Authority of the City of Meriden will send the family a letter documenting the offer and the rejection.

## 10.7 Rejection of Unit

If in making the offer to the family the Housing Authority of the City of Meriden skipped over other families on the waiting list in order to meet their deconcentration goal or offered the family any other deconcentration incentive and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

If the Housing Authority of the City of Meriden did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects the unit without good cause, the family will forfeit their application's date and time. The applicant will have to reapply.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes reasons related to health, proximity to work, school, and childcare (for those working or going to school). The family will be offered the right to an informal hearing of the decision to alter their application status.



## 10.8 Acceptance of Unit

The family will be required to sign a lease that will become effective no later than three (3) business days after the date of acceptance or the business day after the day the unit becomes available, whichever is later.

Prior to signing the lease all families (head of household) and other adult family members will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, utility charges, the current schedule of routine maintenance charges, and a request for reasonable accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the resident's file.

**The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the Housing Authority of the City of Meriden will retain the original executed lease in the resident's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.**

**The family will pay a security deposit at the time of lease signing. The security deposit will be equal to:**

**A. The Total Resident Payment or \$100.00 whichever is greater:**

In exceptional situations, the Housing Authority of the City of Meriden reserves the right to allow a new resident to pay their security deposit in up to three (3) payments. One third shall be paid in advance, one third with their second rent payment, and one third with their third rent payment. The repayment agreement will be offered if the applicant can show good cause, such as problems with health. This shall be at the sole discretion of the Housing Authority.

In the case of a move within public housing, the security deposit for the

first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family. Conversely, if the security deposit is less, the difference will be refunded to the family.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

#### **11.0 Income, Exclusions From Income, and Deductions From Income**

To determine annual income, the Housing Authority of the City of Meriden counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Housing Authority of the City of Meriden subtracts all allowable deductions (allowances) to determine the Total Resident Payment.

#### **11.1 Income**

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

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

Annual income includes, but is not limited to:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the

operation by the family.

- C. Interest, dividends and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- E. Payments in lieu of earnings, such as unemployment, family gifts and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- F. Welfare assistance.
  - 1. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
    - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
    - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably

reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

2. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.
  3. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.
- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

## 11.2 Annual income

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years and
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the resident family, who are unable to live alone) and
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses and
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member and

- E. Income of a live-in aide and
- F. The full amount of student financial assistance paid directly to the student or to the educational institution and
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire defined by the Federal Government and
- H. The amounts received from the following programs:
  - 1. Amounts received under training programs funded by HUD;
  - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS) or
  - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care.) and that are made solely to allow participation in a specific program or
  - 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time or
  - 5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program or

6. Temporary, nonrecurring or sporadic income (including gifts) or
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era or
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse) or
9. Adoption assistance payments in excess of \$480 per adopted child or
10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:
  - a. Comparable Federal, State or local law means a program providing employment training and supportive services that:
    - i. Is authorized by a Federal, State or local law and
    - ii. Is funded by the Federal, State or local government and
    - iii. Is operated or administered by a public agency; and
    - iv. Has as its objective to assist participants in acquiring employment skills.
  - b. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end. Good Cause includes but is not limited to not showing up for work, and/or stealing.

- c. Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
11. The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:
- a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
  - b. Families whose income increases during the participation of a family member in any family self-sufficiency program.
  - c. Families who are or were, within 6 months, assisted under a State TANF program.

(While HUD regulations allow for the housing authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of this housing authority to provide the exclusion in all cases.)

- 12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts or
- 13. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit or
- 14. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home or
- 15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
  - a. The value of the allotment of food stamps

- b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
- c. Payments received under the Alaska Native Claims Settlement Act
- d. Income from submarginal land of the U.S. that is held in trust for certain Indian tribes
- e. Payments made under HHS's Low-Income Energy Assistance Program
- f. Payments received under the Job Training Partnership Act
- g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
- h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
- i. Amount of scholarships awarded under Title IV including Work Study
- j. Payments received under the Older Americans Act of 1965
- k. Payments from Agent Orange Settlement
- l. Payments received under the Maine Indian Claims Act
- m. The value of child care under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the Americorps Program
- p. Additional income exclusions provided by and funded by the Housing Authority of the City of Meriden.

The Housing Authority of the City of Meriden will not provide exclusions from income in addition to those already provided for by HUD.



### 11.3 Deductions from annual income

The following deductions will be made from annual income:

- A. \$480 for each dependent
- B. \$400 for any elderly family or disabled family
- C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.
- D. For any elderly or disabled family:
  - 1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income and/or
  - 2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses and/or
  - 3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.
- E. Child care expenses.

### 12.0 Verification

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

of assistance.

## 12.1 Acceptable Methods of Verification

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or for citizenship documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by third party verification. This type of verification includes written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a MHA computer or a request from the Housing Authority of the City of Meriden or automatically by another government agency, such as the Social Security Administration. Verification forms and reports received will be contained in the applicant/resident file. Oral third party documentation will include the same information as if the documentation had been written, such as name date of contact, amount received.

When third party verification cannot be obtained, the Housing Authority of the City of Meriden will accept documentation received from the applicant/resident. Hand-carried documentation will be accepted if the Housing Authority has been unable to obtain third party verification in a 4-week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the Housing Authority of the City of Meriden will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

## 12.2 Types of verification

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the Housing Authority of the City of Meriden will send a request form to the source along with a release form signed by the applicant/resident via first class mail or by use of the computer systems:

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand carried verification
<b>General Eligibility Items</b>		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
<b>Value of and Income from Assets</b>		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDS, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding	Stock or most current

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand carried verification
	company	statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
<b>Income</b>		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (such as, if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (such as, social security, welfare, pensions, workers compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating - whether enrolled or completed	N/A

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand carried verification
	<ul style="list-style-type: none"> <li>- whether training is HUD-funded</li> <li>- whether Federal, State, local govt., or local program</li> <li>- whether it is employment training</li> <li>- whether it has clearly defined goals and objectives</li> <li>- whether program has supportive services</li> <li>- whether payments are for out-of-pocket expenses incurred in order to participate in a program</li> <li>- date of first job after program completion</li> </ul>	Evidence of job start

### 12.3 Verification of Citizenship or Eligible Noncitizen Status

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

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

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

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

Family members who do not claim to be citizens, nationals, or eligible noncitizens must be listed on a statement of noneligible members and the list must be signed by the head of the household.

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.

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

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

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

If the Housing Authority of the City of Meriden determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

#### 12.4 Verification of Social Security Numbers

Prior to admission, each family member who has a Social Security number and who is at least 6 years of age must provide verification of their Social Security number. New family members at least 6 years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.

The best verification of the Social Security number is the original Social Security card. If the card is not available, the Housing Authority of the City of Meriden will accept letters from the Social Security Agency that establishes and states the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. Driver's licenses, military IDs, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security number, they will be required to sign a statement to this effect. The Housing Authority of the City of Meriden will not require any individual who does not have a Social Security number to obtain a Social Security number.

If a member of an applicant family indicates they have a Social Security number, but cannot readily verify it, the family cannot be housed until

verification is provided.

If a member of a resident family indicates they have a Social Security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to sixty (60) days to provide the verification. If the individual is at least 62 years of age, they will be given one hundred and twenty (120) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

## 12.5 Timing of Verification

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

When an interim reexamination is conducted, the Housing Authority will verify and update all information related to family circumstances and level of assistance. (Or, the Housing Authority will only verify and update those elements reported to have changed.)

## 12.6 Frequency of Obtaining Verification

For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible noncitizen status will be verified.

For each family member age 6 and above, verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular reexamination. Likewise, when a child turns 6, their verification will be obtained at the next regular reexamination.

## **13.0 Determination of Total Resident Payment and Resident Rent**

### 13.1 Family choice

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the formula method or having their rent set at the flat rent amount.

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.
- B. Families who opt for the flat rent may request to have a reexamination and return to the formula based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for child care, medical care.
  - 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

## 13.2 The Formula Method

The total resident payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The welfare rent.

The family will pay the greater of the total resident payment or the minimum rent of **\$50.00**, (fifty dollars), but never more than the ceiling rent (ceiling rents apply to families participating in the Family Self Sufficiency Program).

In the case of a family who has qualified for the income exclusion at Section 11.2(H)(11), upon the expiration of the 12-month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received.

## 13.3 MINIMUM RENT

The Housing Authority of the City of Meriden has set the minimum rent at **\$50.00**. However, if the family requests a hardship exemption, the Housing Authority of the City of Meriden 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.

- A. A hardship exists in the following circumstances:
  - 1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program;
  - 2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
  - 3. When the income of the family has decreased because of changed circumstances, including loss of employment;
  - 4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
  - 5. When a death has occurred in the family.
- B. No hardship. If the Housing 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.
- C. Temporary hardship. If the Housing 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 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. The Housing Authority will offer a repayment agreement in accordance with the Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of resident rent owed for the suspension period.
- D. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- E. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

### 13.4 The Flat Rent

The Housing Authority of the City of Meriden has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its condition, amenities, services, and neighborhood. The Housing Authority of the City of Meriden determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family (for more information on flat rents, see Section 15.3).

The Housing Authority of the City of Meriden will post the flat rents at each of the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

### 13.5 CEILING RENT Refer to the Public Housing Self Sufficiency Program (FSS)

The Housing Authority of the City of Meriden has set a ceiling rent for each public housing unit. The amount of the ceiling rent will be reevaluated annually and the adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family.

The Housing Authority of the City of Meriden will post the ceiling rents at each of the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

### 13.6 Rent for Families under the Noncitizen Rule

A mixed family will receive full continuation of assistance if all of the following conditions are met (a mixed family is a family that has legal residents and noncitizens living in the same unit):

- A. The family was receiving assistance on June 19, 1995;
- B. The family was granted continuation of assistance before November 29, 1996;
- C. The family's head or spouse has eligible immigration status; and
- D. The family does not include any person who does not have eligible

status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The Housing Authority of the City of Meriden will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Housing Authority of the City of Meriden will provide additional search periods up to the maximum time allowable.

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

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

- A. Determine the 95<sup>th</sup> percentile of gross rents (resident rent plus utility allowance) for the Housing Authority of the City of Meriden. The 95<sup>th</sup> percentile is called the maximum rent.
- B. Subtract the family's total resident payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total resident payment. From this amount subtract the full utility allowance to obtain the prorated resident rent.

### 13.7 Utility allowance

The Housing Authority of the City of Meriden shall establish a utility allowance for all check-metered utilities and for all resident-paid utilities.

The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the Housing Authority of the City of Meriden will review the actual consumption of resident families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances.). Allowances will be evaluated at least annually.

The utility allowance will be subtracted from the family's formula or flat rent to determine the amount of the Resident Rent. The Resident Rent is the amount the family owes each month to the Housing Authority of the City of Meriden. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the resident. Any savings resulting from utility costs below the amount of the allowance belongs to the resident.

For Housing Authority of the City of Meriden paid utilities, the Housing Authority will monitor the utility consumption of each household. Any consumption in excess of the allowance established by the Housing Authority of the City of Meriden will be billed to the resident monthly.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

Families with high utility costs are encouraged to contact the Housing Authority of the City of Meriden for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.

Requests for relief from surcharges for excess consumption of Housing Authority of the City of Meriden purchased utilities or from payment of utility supplier billings in excess of the utility allowance for resident-paid utility costs may be granted by the Housing Authority of the City of Meriden on reasonable grounds. Requests shall be granted to families that include an elderly member or a member with disabilities. Requests by the family shall be submitted under the Reasonable Accommodation Policy. Families shall be advised of their right to individual relief at admission to public housing and at time of utility allowance changes.

## 13.8 PAYING RENT

Rent and other charges are due and payable in advance of the first day of the month. All rents should be paid at **the on site property management offices: 55 Willow Street or 34 Mills Street 1B, or at 22 Church Street Meriden, CT 06451**). Reasonable accommodations for this requirement will be made for persons with disabilities. As a safety measure, no cash shall be accepted as a rent payment

If the rent is not paid by the tenth of the month, a Preterm Notice will be sent to the resident, In addition, a \$75 late charge or \$1 a day, whichever is greater, will be assessed to the resident. If the resident has not paid the rent, late fees and other assessed fees a Notice to Vacate will be issued to the resident. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of \$25 for processing costs.

#### **14.0 Continued Occupancy and Community Service**

##### **14.1 General**

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities) within the community in which the public housing development is located, or (2) participate in an economic self-sufficiency program unless they are exempt from this requirement

##### **14.2 Exemptions**

The following adult family members of resident families are exempt from this requirement.

- A. Family members who are 62 or older
- B. Family members who are blind or disabled
- C. Family members who are the primary care giver for someone who is blind or disabled
- D. Family members engaged in work activity
- E. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program
- F. Family members receiving assistance under a State program

funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program

### 14.3 Notification of THE RequireMENT

The Housing Authority of the City of Meriden shall identify all adult family members who are apparently not exempt from the community service requirement.

The Housing Authority of the City of Meriden shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Housing Authority of the City of Meriden shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 10/1/99. For family's paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

### 14.4 Volunteer Opportunities

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The Housing Authority of the City of Meriden will coordinate with social service agencies, local schools, in identifying a list of volunteer community service positions.

Together with the resident advisory board (RAB), the Housing Authority of the City of Meriden may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

#### 14.5 The Process

At the first annual reexamination on or after October 1, 1999, and each annual reexamination thereafter, the Housing Authority of the City of Meriden will do the following:

- A. Provide a list of volunteer opportunities to the family members.
- B. Provide information about obtaining suitable volunteer positions.
- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.
- D. Assign family members to a volunteer coordinator who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The volunteer coordinator will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.
- E. Thirty (30) days before the family's next lease anniversary date, the volunteer coordinator will advise the Housing Authority of the City of Meriden whether each applicable adult family member is in compliance with the community service requirement.

#### 14.6 Notification of Non-compliance with Community Service Requirement

The Housing Authority of the City of Meriden will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance and
- B. That the determination is subject to the grievance procedure and
- C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated.

## 14.7 Opportunity for cure

The Housing Authority of the City of Meriden will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns goes toward the current commitment until the current year's commitment is made.

The Resident Coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service by more than three (3) hours after three (3) months, the Housing Authority of the City of Meriden shall take action to terminate the lease.

## 15.0 Recertifications

At least annually, the Housing Authority of the City of Meriden will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

### 15.1 General

The Housing Authority of the City of Meriden will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or formula method and scheduling an appointment if they are currently paying a formula rent. If the family thinks they may want to switch from a flat rent to a formula rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the formula method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.



During the appointment, the Housing Authority of the City of Meriden will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

## 15.2 MISSED APPOINTMENTS

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the Housing Authority of the City of Meriden taking eviction actions against the family.

## 15.3 Flat Rents

The annual letter to flat rent payers regarding the reexamination process will state the following:

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.
- B. The amount of the flat rent
- C. A fact sheet about formula rents that explains the types of income counted, the most common types of income excluded and the categories allowances that can be deducted from income.
- D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.
- E. Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for child care, medical care or other related factors.

3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
- F. The dates upon which the Housing Authority of the City of Meriden expects to review the amount of the flat rent, the approximate rent increase the family could expect and the approximate date upon which a future rent increase could become effective.
- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, Housing Authority of the City of Meriden will send a reexamination letter to the family offering the choice between a flat or a formula rent. The opportunity to select the flat rent is available only at this time. At the appointment, the Housing Authority of the City of Meriden may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the Housing Authority of the City of Meriden's representative, they may make the selection on the form and return the form to the Meriden Housing Authority. In such case, the Housing Authority will cancel the appointment.

#### 15.4 THE FORMULA METHOD

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

Upon receipt of verification, the Housing Authority of the City of Meriden will determine the family's annual income and will calculate their rent as follows.

The total resident payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The welfare rent.

The family will pay the greater of the total resident payment or the minimum rent of **\$50.00**, but never more than the ceiling rent.

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

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

## 15.6 Interim Reexaminations

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

Families will not be required to report any increase in income or decreases in allowable expenses between annual reexaminations.

Families are required to report the following changes to the Housing Authority of the City of Meriden between regular reexaminations. If the family's rent is being determined under the formula method, these changes will trigger an interim reexamination. The family shall report these changes within ten (10) days of their occurrence.

- A. A member has been added to the family through birth or adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays

caused by the family.) The new family member will go through the screening process similar to the process for applicants. The Housing Authority of the City of Meriden will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal hearing. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 15.8.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses of 20%, or other changes in family circumstances. Upon such request, the Housing Authority of the City of Meriden will take timely action to process the interim reexamination and recalculate the resident's rent.

### 15.7 Special Reexaminations

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, the Housing Authority of the City of Meriden will schedule special reexaminations every sixty (60) days until the income stabilizes and an annual income can be determined.

### 15.8 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 of the second month after the month in which the family receives notice of the new rent amount. 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.

## 16.0 Unit Transfers

### 16.1 Objectives of the Transfer Policy

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- C. To facilitate a relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To provide an incentive for families to assist in meeting the Housing Authority of the City of Meriden's deconcentration goal.
- F. To eliminate vacancy loss and other expense due to unnecessary transfers.

### 16.2 Categories of Transfers

Category A: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood.

Category B: Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization work to proceed.

Category C: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain Housing Authority of the City of Meriden's occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by the Housing Authority of the City of Meriden when a transfer is the only or best way of solving a serious problem.

### 16.3 Documentation

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer.

### 16.4 deconcentration transfers

Transfer requests will be encouraged and approved for families who live in a development where their income category (below or above 30% of area median) predominates and wish to move to a development where their income category does not predominate.

Families living in multifamily developments have the opportunity to transfer to scattered-site housing. Families approved for such transfers will meet the following eligibility criteria:

- A. Have been a resident for three years or
- B. For a minimum of one year, at least one adult family member is enrolled in an economic self-sufficiency program or is working at least thirty-five (35) hours per week, the adult family members are 62 years of age or older or are disabled or are the primary care givers to others with disabilities or
- C. Adult members who are required to perform community service have been current in these responsibilities since the inception of the requirement or for one year which ever is less or
- D. The family is current in the payment of all charges owed the Housing Authority of the City of Meriden and has not paid late rent for at least one year or
- E. The family passes a current housekeeping inspection and does not have any record of housekeeping problems during the last year or
- F. The family has not materially violated the lease over the past two years by disturbing the peaceful enjoyment of their neighbors, by engaging in criminal or drug-related activity, or by threatening the health or safety of residents or Housing Authority staff.

### 16.5 Processing Transfers

Transfers on the waiting list will be sorted by the previous categories and within each category by date and time.

Transfers in category A and B will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category A will be housed ahead of transfers in category B.

Transfers in category C will be housed along with applicants for admission at a ratio of one transfer for every 10 admissions.

Upon offer and acceptance of a unit, the family will execute all lease up documents and pay any rent and/or security deposit within two (2) days of being informed the unit is ready to rent. The family will be allowed seven (7) days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both. The prorated rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution.

The following is the policy for the rejection of an offer to transfer:

- A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.
- B. If the transfer is being made at the request of the Housing Authority of the City of Meriden and the family rejects two offers without good cause, the Housing Authority of the City of Meriden will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the Housing Authority's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per sleeping room.
- C. If the transfer is being made at the family's request and the rejected offer provides deconcentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.
- D. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not include deconcentration incentives. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

## 16.6 Cost of the family's move

The cost of the transfer generally will be paid by the family in the following

circumstances:

- A. When the transfer is made at the request of the family or by others on behalf of the family (such as by the police) or
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller or
- C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit)
- D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be paid by the Housing Authority of the City of Meriden in the following circumstances:

- A. When the transfer is needed in order to carry out rehabilitation activities or
- B. When action or inaction by the Housing Authority of the City of Meriden has caused the unit to be unsafe or inhabitable.

The responsibility for moving costs in other circumstances will be determined on a case by case basis.

## 16.7 Residents in good standing

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Housing Authority of the City of Meriden. This means the family must be in compliance with their lease, current in all payments to the Housing Authority and must pass a housekeeping inspection.

## 16.8 Transfer Requests

A resident may request a transfer at any time by completing a transfer request form. In considering the request, the Housing Authority of the City of Meriden may request a meeting with the resident to better understand the need for transfer and to explore possible alternatives. The Housing Authority of the City of Meriden will review the request in a timely manner and if a meeting is desired, it shall contact the resident within ten (10) business days of receipt of the request to schedule a meeting.



The Housing Authority of the City of Meriden will grant or deny the transfer request in writing within ten (10) business days of receiving the request or holding the meeting, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

## **16.9 Right of the Housing Authority of the City of Meriden's transfer policy**

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

## **17.0 Inspections**

An authorized representative of the Housing Authority of the City of Meriden and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the Housing Authority of the City of Meriden's file and a copy given to the family member. An authorized Housing Authority of the City of Meriden's representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset against any Housing Authority of the City of Meriden's damages to the unit.

### **17.1 Move-in Inspections**

The Housing Authority of the City of Meriden and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the resident file.

### **17.2 Annual Inspections**

The Housing Authority of the City of Meriden will inspect each public housing unit annually to ensure that each unit meets the Department of Housing and Urban Development's Uniform Condition Standards (UPCS).

Work orders will be submitted and completed to correct any deficiencies.

### 17.3 Preventive maintenance inspections

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

### 17.4 Special Inspections

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Housing Authority.

### 17.5 Housekeeping Inspections

Generally, at the time of annual reexamination, or at other times as necessary, the Housing Authority of the City of Meriden will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

### 17.6 Notice of inspection

For inspections defined as annual inspections preventative maintenance inspections, special inspections, and housekeeping inspections the Housing Authority of the City of Meriden will give the resident at least two (2) days written notice.

### 17.7 Emergency Inspections

If any employee and/or agent of the Housing Authority of the City of Meriden has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

### 17.8 Pre-move-out Inspections

When a resident gives notice that they intend to move, the Housing Authority of the City of Meriden will offer to schedule a pre-move-out inspection with the family. The inspection allows the Housing Authority to

help the family identify any problems which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling the Housing Authority of the City of Meriden to prepare units for future occupants.

## 17.9 Move-out Inspections

The Housing Authority of the City of Meriden conducts the move-out inspection after the resident vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the resident is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

## 18.0. PET POLICY

### 18.1 EXCLUSIONS

This policy does not apply to animals that are used to assist persons with disabilities. Assistive animals are allowed in all public housing facilities with no restrictions other than those imposed on all residents to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

### 18.2 PETS IN SENIOR BUILDINGS

The Housing Authority of the City of Meriden will allow for pet ownership in projects or buildings designated for use by elderly and/or disabled families and in any project or building for which elderly and/or disabled families are given preference.

### 18.3 Approval

Residents must have the prior 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.

### 18.4 Types and Number of Pets

The Housing Authority of the City of Meriden will allow only domesticated (animals breed for living with humans) dogs, cats, birds, and fish in aquariums in units. All dogs and cats must be neutered.

Only one (1) pet per unit allowed.

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed. Dogs considered potentially harmful include but are not limited to Pitbulls, German Shepard's and Doberman Pinchers. It will be left up to the discretion of the Housing Authority's Director of Housing Management and/or the Executive Director to determine if a animal is vicious or not.

No animal may exceed thirty (30) pounds in weight upon full growth.

### 18.5 Inoculations

In order to be registered, pets must be appropriately inoculated against rabies and other conditions prescribed by local ordinances and provide a 4"x6" photograph of the pet updated every year.

### 18.6 Pet Deposit

A pet deposit of \$75 is required at the time of registering a pet. The deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damage beyond normal wear and tear.

### 18.7 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 Housing Authority of the City of Meriden reserves the right to exterminate and charge the resident. If the Housing Authority has to clean up after a pet the resident will be fined \$75.00 per occurrence.

### 18.8 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 Housing Authority of the City of Meriden personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance will result in the owner having to remove the pet or termination of the lease.

### 18.9 Designation of Pet areas

Pets must be kept in the owner's apartment or on a leash at all times

when outside (no outdoor cages may be constructed). Pets will be allowed only in designated areas on the grounds of the developments. Pet owners must clean up after their pets and are responsible for disposing of pet waste.

### **18.10 Visiting Pets**

Pets that meet the size and type criteria outlined above may visit the development/buildings where pets are allowed for up to two weeks with Housing Authority of the City of Meriden approval. Residents 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 resident to violate the lease, the resident will be required to remove the visiting pet.

### **18.11 REMOVAL OF PETS**

The Housing Authority of the City of Meriden or an appropriate community Authority, shall require the removal of any pet from a development 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 project or of other persons in the community where the project is located.

## **19.0 Repayment Agreements**

When a resident owes the Housing Authority of the City of Meriden back charges and is unable to pay the balance by the due date, the resident may request that the Housing Authority allow them to enter into a Repayment Agreement. The Housing Authority of the City of Meriden has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed six (6) months. All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the Resident to eviction procedures.

## **20.0 Termination**

### **20.1 Termination By Resident**

The resident may terminate the lease at any time upon submitting a 30-day written notice. If the resident vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

## 20.2 Termination By the Housing Authority

The Housing Authority of the City of Meriden after 10/1/2000 will not renew the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

The Housing Authority of the City of Meriden will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

- A. Nonpayment of rent or other charges or
- B. A history of late rental payments, meaning more than three late payments in a year or
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent or
- D. Failure to allow inspection of the unit or
- E. Failure to maintain the unit in a safe and sanitary manner or
- F. Assignment or subletting of the premises or
- G. Use of the premises for purposes other than as a dwelling unit or
- H. Destruction of property or
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts or
- J. Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of any illegal substance on the premises of the Housing Authority of the City of Meriden or
- K. Non-compliance with Non-Citizen Rule requirements or
- L. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the Housing Authority or
- M. Failure to allow extermination of the unit or

N. Other good cause.

The Housing Authority of the City of Meriden will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.

### 20.3 Abandonment

The Housing Authority of the City of Meriden will consider a unit to be abandoned when a resident has both fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, a Housing Authority of the City of Meriden's representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place. A notice will be mailed to the resident stating where the property is being stored and when it will be sold. If the Housing Authority of the City of Meriden does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office.

If the total value of the property is estimated at less than **\$5,000.00**, the Housing Authority of the City of Meriden will mail a notice of the sale or disposition to the resident and then wait **thirty days**. Family pictures, keepsakes, and personal papers cannot be sold or disposed of until **thirty** days after the Housing Authority of the City of Meriden mails the notice of abandonment.

If the estimated value of the property is more than **\$5,000.01**, the Housing Authority of the City of Meriden will mail a notice of the sale or disposition to the resident and then wait **thirty** days before sale or disposition. Personal papers, family pictures, and keepsakes can be sold or disposed of at the same time as other property.

Any money raised by the sale of the property goes to cover money owed by the family to the Housing Authority of the City of Meriden such as back rent and the cost of storing and selling the goods. If there is any money left over and the family's forwarding address is known the Housing Authority of the City of Meriden will mail it to the family. If the family's address is not known, the Housing Authority will keep it for the resident for one year. If it is not claimed within that time, it belongs to the Housing Authority.

Within **thirty** days of learning of abandonment, the Housing Authority of the City of Meriden will either return the deposit or provide a statement of

why the deposit is being kept.

#### 20.4 Return of Security Deposit

After a family moves out, the Housing Authority of the City of Meriden will return the security deposit within **thirty** or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

If State law requires the payment of interest on security deposits, it shall be complied with.

The Housing Authority of the City of Meriden will be considered in compliance with if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within **thirty** days.



## GLOSSARY

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

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

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

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

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

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

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

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

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

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

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

**Assets:** The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

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

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

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

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

**Child Care Expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

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

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

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

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

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

**Dependent Allowance:** An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

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

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

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

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

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

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

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

**Elderly Family:** A family whose head, spouse, or sole member is a person who

is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

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

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

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

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

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

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

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

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

**Flat Rent:** A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The flat rent is established by the housing

authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

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

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

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

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

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

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

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

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

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

- A. Is determined to be essential to the care and well-being of the

persons and

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

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

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

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

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

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

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

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

**Net Family Assets:**

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership

programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or resident for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or resident receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

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

**Occupancy Standards:** The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

**Person with Disabilities:** A person who:

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

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

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

- B. Is determined, pursuant to regulations issued by the Secretary, to

have a physical, mental, or emotional impairment that:

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

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

"Severe chronic disability that:

1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
2. Is manifested before the person attains age 22;
3. Is likely to continue indefinitely;
4. Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

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

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

**Proration of Assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR5.520)



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

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

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

**Self-Declaration:** A type of verification statement by the resident as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

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

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

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

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

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

**Resident Rent:** The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, resident rent equals total resident payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, resident rent equals total

resident payment less the utility allowance. (24 CFR 5.603(d))

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

**Total Resident Payment (TTP):**

A. Total resident payment for families whose initial lease is effective on or after August 1, 1982:

1. Total resident payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :

- a. 30% of the family's monthly adjusted income;
- b. 10% of the family's monthly income; or
- c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

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

2. Total resident payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.

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

**Utility Allowance:** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the resident rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household

of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

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

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

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

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

#### ACRONYMS

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability

OMB (U.S.) Office of Management and Budget

PHA Public Housing Agency

QHWR Quality Housing and Work Responsibility Act of 1998

SSA Social Security Administration

TTP Total Resident Payment

## Attachment D

**ADMINISTRATIVE PLAN**

**FOR THE**

**SECTION 8 CERTIFICATE AND VOUCHER PROGRAMS**

Approved by the Housing Authority of the City of Meriden Board of  
Commissioners: April 24, 2000

Submitted to HUD: April 26, 2000

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**Chapter 1**  
**STATEMENT OF POLICIES AND OBJECTIVES**

A.	MISSION STATEMENT.....	1-1
B.	LOCAL GOALS.....	1-1
C.	PURPOSE OF THE PLAN .....	1-3
D.	ADMINISTRATIVE FEE RESERVE .....	1-3
E.	RULES AND REGULATIONS .....	1-4
F.	TERMINOLOGY.....	1-4
G.	FAIR HOUSING POLICY.....	1-4
H.	REASONABLE ACCOMMODATIONS POLICY .....	1-5
I.	TRANSLATION OF DOCUMENTS .....	1-7
J.	MANAGEMENT ASSESSMENT OBJECTIVES .....	1-7
K.	RECORDS FOR MONITORING PHA PERFORMANCE .....	1-9
L.	PRIVACY RIGHTS .....	1-9
M.	FAMILY OUTREACH.....	1-9
N.	OWNER OUTREACH.....	1-10

**Chapter 2**  
**ELIGIBILITY FOR ADMISSION**

A.	ELIGIBILITY FACTORS.....	2-1
B.	FAMILY COMPOSITION .....	2-2
C.	INCOME LIMITATIONS .....	2-5
D.	MANDATORY SOCIAL SECURITY NUMBERS .....	2-6
E.	CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS .....	2-7
F.	OTHER CRITERIA FOR ADMISSIONS .....	2-7
G.	TENANT SCREENING.....	2-8
H.	CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT.....	2-9
I.	INELIGIBLE FAMILIES .....	2-9
J.	PROHIBITED ADMISSIONS CRITERIA.....	2-9

---

**Chapter 3**  
**APPLYING FOR ADMISSION**

A.	OVERVIEW OF APPLICATION TAKING PROCESS .....	3-1
B.	OPENING/CLOSING OF APPLICATION TAKING.....	3-1
C.	"INITIAL" APPLICATION PROCEDURES .....	3-3
D.	APPLICANT STATUS WHILE ON WAITING LIST.....	3-3
E.	TIME OF SELECTION .....	3-4
F.	COMPLETION OF A FULL APPLICATION .....	3-4
G.	VERIFICATION .....	3-5
H.	FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY .....	3-6

**Chapter 4**  
**ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST**

A.	WAITING LIST .....	4-1
B.	SPECIAL ADMISSIONS.....	4-1
C.	LOCAL PREFERENCES .....	4-2
D.	INCOME TARGETING .....	4-2
E.	EXCEPTIONS FOR SPECIAL ADMISSIONS.....	4-3
F.	REMOVAL FROM WAITING LIST AND PURGING.....	4-3

**Chapter 5**  
**SUBSIDY STANDARDS**

A.	DETERMINING FAMILY UNIT (VOUCHER) SIZE .....	5-1
B.	EXCEPTIONS TO SUBSIDY STANDARDS .....	5-2
C.	UNIT SIZE SELECTED .....	5-4



---

**Chapter 6**  
**FACTORS RELATED TO TOTAL TENANT PAYMENT & FAMILY SHARE DETERMINATION**

A.	INCOME AND ALLOWANCES .....	6-1
B.	MINIMUM RENT .....	6-2
C.	DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT .....	6-4
D.	AVERAGING INCOME.....	6-9
E.	MINIMUM INCOME .....	6-9
F.	INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME.....	6-9
G.	REGULAR CONTRIBUTIONS AND GIFTS.....	6-10
H.	ALIMONY AND CHILD SUPPORT .....	6-10
I.	LUMP-SUM RECEIPTS .....	6-11
J.	CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS.....	6-12
K.	ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE.....	6-12
L.	CHILD CARE EXPENSES.....	6-13
M.	MEDICAL EXPENSES .....	6-13
N.	PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES.....	6-14
O.	REDUCTION IN BENEFITS .....	6-14
P.	UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS .....	6-15

**Chapter 7**  
**VERIFICATION PROCEDURES**

A.	METHODS OF VERIFICATION AND TIME ALLOWED .....	7-1
B.	RELEASE OF INFORMATION.....	7-3
C.	COMPUTER MATCHING .....	7-3
D.	ITEMS TO BE VERIFIED .....	7-4
E.	VERIFICATION OF INCOME .....	7-5
F.	INCOME FROM ASSETS.....	7-8
G.	VERIFICATION OF ASSETS.....	7-9
H.	VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME .....	7-10
I.	VERIFYING NON-FINANCIAL FACTORS.....	7-12

---

**Chapter 8**  
**VOUCHER ISSUANCE AND BRIEFINGS**

A.	ISSUANCE OF CERTIFICATES/VOUCHERS .....	8-1
B.	BRIEFING TYPES AND REQUIRED ATTENDANCE .....	8-1
C.	ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION .....	8-4
D.	ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION .....	8-4
E.	SECURITY DEPOSIT REQUIREMENTS .....	8-5
F.	TERM OF VOUCHER .....	8-5
G.	VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS .....	8-7
H.	REMAINING MEMBER OF TENANT FAMILY - RETENTION OF VOUCHER .....	8-7

**Chapter 9**  
**REQUEST FOR LEASE APPROVAL AND CONTRACT EXECUTION**

A.	REQUEST FOR APPROVAL OF TENANCY .....	9-1
B.	ELIGIBLE TYPES OF HOUSING .....	9-2
C.	LEASE REVIEW .....	9-2
D.	SEPARATE AGREEMENTS .....	9-3
E.	INITIAL INSPECTIONS .....	9-4
F.	RENT LIMITATIONS .....	9-4
G.	DISAPPROVAL OF PROPOSED RENT .....	9-4
H.	INFORMATION TO OWNERS .....	9-4
I.	OWNER DISAPPROVAL .....	9-5
J.	CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE .....	9-5
K.	CONTRACT EXECUTION PROCESS .....	9-5
L.	CHANGE IN OWNERSHIP .....	9-6

---

**Chapter 10**  
**HOUSING QUALITY STANDARDS AND INSPECTIONS**

A.	GUIDELINES/TYPES OF INSPECTIONS .....	10-1
B.	INITIAL HQS INSPECTION .....	10-2
C.	ANNUAL HQS INSPECTIONS .....	10-3
D.	MOVE OUT/VACATE.....	10-4
E.	SPECIAL/COMPLAINT INSPECTIONS .....	10-4
F.	QUALITY CONTROL INSPECTIONS .....	10-4
G.	ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS .....	10-5
H.	EMERGENCY REPAIR ITEMS .....	10-7
I.	CONSEQUENCES IF OWNER IS RESPONSIBLE(NON-EMERGENCY ITEMS).....	10-8
J.	DETERMINATION OF RESPONSIBILITY .....	10-9
K.	CONSEQUENCES IF FAMILY IS RESPONSIBLE .....	10-10

**Chapter 11**  
**OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS**

A.	..... RENT TO OWNER IN THE HOUSING CHOICE VOUCHER PROGRAM.....	11-1
B.	MAKING PAYMENTS TO OWNERS .....	11-2
C.	RENT REASONABLENESS DETERMINATIONS.....	11-3
D.	PAYMENT STANDARDS FOR THE VOUCHER PROGRAM.....	11-4
E.	ADJUSTMENTS TO PAYMENT STANDARDS .....	11-5
F.	EXCEPTION PAYMENT STANDARDS.....	11-6
G.	OWNER PAYMENT IN THE PREMERGER REGULAR CERTIFICATE PROGRAM.....	11-7

---

**Chapter 12**  
**RECERTIFICATIONS**

A.	ANNUAL ACTIVITIES .....	12-1
B.	ANNUAL RECERTIFICATION/REEXAMINATION .....	12-1
C.	REPORTING INTERIM CHANGES .....	12-4
D.	OTHER INTERIM REPORTING ISSUES .....	12-5
E.	INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS.....	12-6
F.	NOTIFICATION OF RESULTS OF RECERTIFICATIONS .....	12-6
G.	TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS) .....	12-6
H.	CHANGES IN VOUCHER SIZE AS A RESULT OF FAMILY COMPOSITION CHANGES .....	12-7
I.	CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES .....	12-8
J.	MISREPRESENTATION OF FAMILY CIRCUMSTANCES.....	12-8

**Chapter 13**  
**MOVES WITH CONTINUED ASSISTANCE/PORTABILITY**

A.	ALLOWABLE MOVES .....	13-1
B.	RESTRICTIONS ON MOVES .....	13-1
C.	PROCEDURE FOR MOVES.....	13-2
D.	PORTABILITY.....	13-3
E.	OUTGOING PORTABILITY.....	13-3
F.	INCOMING PORTABILITY .....	13-4

**Chapter 14**  
**CONTRACT TERMINATIONS**

A.	CONTRACT TERMINATION.....	14-1
B.	TERMINATION BY THE FAMILY: MOVES.....	14-1
C.	TERMINATION OF TENANCY BY THE OWNER: EVICTIONS .....	14-1
D.	TERMINATION OF THE CONTRACT BY PHA.....	14-3

---

**Chapter 15**  
**DENIAL OR TERMINATION OF ASSISTANCE**

A.	GROUNDS FOR DENIAL/TERMINATION.....	15-1
B.	“ONE-STRIKE” POLICY.....	15-3
C.	FAMILY OBLIGATIONS.....	15-7
D.	PROCEDURES FOR NON-CITIZENS.....	15-11
E.	ZERO (\$0)ASSISTANCE TENANCIES.....	15-12
F.	OPTION NOT TO TERMINATE FOR MISREPRESENTATION.....	15-12
G.	MISREPRESENTATION IN COLLUSION WITH OWNER.....	15-12
H.	MISSED APPOINTMENTS AND DEADLINES.....	15-13

**Chapter 16**  
**OWNER DISAPPROVAL AND RESTRICTION**

A.	DISAPPROVAL OF OWNER.....	16-1
B.	OWNER RESTRICTIONS AND PENALTIES.....	16-2
C.	CHANGE IN OWNERSHIP.....	16-3

**Chapter 17**  
**CLAIMS, MOVE-OUT AND CLOSE-OUT INSPECTIONS**  
(For HAP Contracts Effective Before October 2, 1995)

A.	OWNER CLAIMS.....	17-1
B.	UNPAID RENT.....	17-1
C.	DAMAGES.....	17-2
D.	VACANCY LOSS IN THE CERTIFICATE PROGRAM.....	17-2
E.	MOVE-OUT AND CLOSE-OUT INSPECTIONS.....	17-3
F.	PROCESSING CLAIMS.....	17-4

---

**Chapter 18**  
**OWNER OR FAMILY DEBTS TO THE PHA**

A.	PAYMENT AGREEMENT FOR FAMILIES .....	18-1
B.	DEBTS OWED FOR CLAIMS.....	18-2
C.	DEBTS DUE TO MISREPRESENTATIONS/NON-REPORTING OF INFORMATION .....	18-3
D.	DEBTS DUE TO MINIMUM RENT TEMPORARY HARDSHIP .....	18-4
E.	GUIDELINES FOR PAYMENT AGREEMENTS.....	18-4
F.	OWNER DEBTS TO THE PHA.....	18-5
G.	WRITING OFF DEBTS.....	18-5

**Chapter 19**  
**COMPLAINTS AND APPEALS**

A.	COMPLAINTS TO THE PHA .....	19-1
B.	INFORMAL REVIEW PROCEDURES FOR APPLICANTS .....	19-2
C.	INFORMAL HEARING PROCEDURES.....	19-3
D.	HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS" .....	19-7

---

**GLOSSARY**

A. ACRONYMS USED IN SUBSIDIZED HOUSING..... GL-1  
B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING ..... GL-3  
C. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE..... GL-17

**PROGRAM INTEGRITY ADDENDUM**

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD..... PI-1  
B. STEPS THE PHA WILL TAKE TO PREVENT PROGRAM ABUSE  
AND FRAUD..... PI-2  
C. STEPS THE PHA WILL TAKE TO DETECT PROGRAM ABUSE  
AND FRAUD..... PI-3  
D. THE PHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE  
AND FRAUD..... PI-4  
E. OVERPAYMENTS TO OWNERS ..... PI-4  
F. HOW THE PHA WILL INVESTIGATE ALLEGATIONS OF ABUSE  
AND FRAUD..... PI-4  
G. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS  
OBTAINED BY THE PHA ..... PI-5  
H. CONCLUSION OF THE PHA'S INVESTIGATIVE REVIEW ..... PI-6  
I. EVALUATION OF THE FINDINGS..... PI-6  
J. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE  
BEEN DOCUMENTED ..... PI-6

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## 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 re-codified the U.S. Housing Act of 1937. The Act has been amended from time to time, and its requirements, as they apply to the Section 8 Tenant-Based Assistance Program, is described in and implemented throughout this Administrative Plan. The Section 8 rental assistance programs are federally funded and administered for the **City of Meriden/County of New Haven** by the **Housing Authority of the City of Meriden** through its Section 8 housing office.

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

#### Jurisdiction

The jurisdiction of the PHA is **the City of Meriden /the County of New Haven**.

#### \*A. HOUSING AUTHORITY MISSION STATEMENT

"To provide safe, decent, affordable housing for eligible residents of the City of Meriden."

#### B. LOCAL GOALS [24 CFR 982.1]

##### Part I

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

##### Objectives:

Apply for additional rental vouchers:

**PHA Goal: Improve the quality of assisted housing**

##### Objectives:

Improve voucher management: (SEMAP score)

Increase customer satisfaction:

**PHA Goal: Increase assisted housing choices**

##### Objectives:

Provide voucher mobility counseling:



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Conduct outreach efforts to potential voucher landlords

Increase voucher payment standards

**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:

**\* 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:

**Part II**

The PHA has the following goals for the program:

**\*To provide decent, safe, and sanitary housing for very low income families while maintaining their rent payments at an affordable level.**

**\*To ensure that all units meet Housing Quality Standards and families pay fair and reasonable rents.**

**\*To promote fair housing and the opportunity for very low-income families of all ethnic backgrounds to experience freedom of housing choice.**

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

The purpose of the Administrative Plan is to establish policies for carrying out the programs in a manner consistent with HUD requirements and local goals and objectives contained in the Agency Plan. The Housing Choice Voucher Program is implemented as of 10/1/99; pre-merger Regular Tenancy Contracts, Housing Voucher Contracts will remain in effect until the family's second reexamination after the merger date or whenever a new lease is executed, whichever comes first.

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The PHA is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence. The original Plan and any changes must be approved by the Board of Commissioners of the agency, the pertinent sections included in the Agency Plan, and a copy provided to HUD.

Applicable regulations include:

24 CFR Part 5: General Program Requirements

24 CFR Part 8: Nondiscrimination

24 CFR Part 982: Section 8 Tenant-Based Assistance

**\* Local rules that are made part of this Plan are intended to promote local housing objectives consistent with the intent of the federal housing legislation.**

**The Housing Authority of the City of Meriden entered into a Cooperative Agreement with the City of Meriden to require that landlords for all units which pass Housing Quality Standards upon leasing up and renewal must provide the Meriden Housing Authority a copy of a valid Certificate of Compliance with the city for occupancy. (Local codes require that a valid Certificate of Compliance be issued in order for a property owner to legally lease a unit.)**

**Failure to provide the Meriden Housing Authority with a valid Certificate of Compliance for specific unit under Section 8 Housing Assistance Program (HAP) will result in HAP payments being held until such time that a valid certificate is submitted.**

**D. ADMINISTRATIVE FEE RESERVE** [24 CFR 982.54(d)(22)]

Expenditures from the Administrative Reserve (Operating Reserve) for other housing purposes shall not exceed \$100,000.00 in the aggregate for each fiscal year and require without the prior approval of the Chief Executive Officer.

**E. RULES AND REGULATIONS** [24 CFR 982.52]

This Administrative Plan is set forth to define the PHA's local policies for operation of the housing programs in the context of Federal laws and Regulations. All issues related to Section 8 not addressed in this document are governed by such Federal regulations, HUD Memos, Notices and guidelines, or other applicable law.

**F. TERMINOLOGY**

The Housing Authority of the City of Meriden is referred to as "PHA" or "Housing 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.

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"Disability" is used where "handicap" was formerly used.

"Non-citizens Rule" refers to the regulation effective June 19, 1995 restricting assistance to U.S. citizens and eligible immigrants.

"The Voucher Choice program refers to the merged program effective as of 8/12/99."

"HQS" means the Housing Quality Standards required by regulations as enhanced by the PHA.

"Failure to Provide" refers to all requirements in the first Family Obligation. See "Denial or Termination of Assistance" chapter.

"Merger date" refers to October 1, 1999, which is the effective date of the merging of the Section 8 Certificate and Voucher program into the Housing Choice Voucher Program.

See Glossary for other terminology.

#### **G. FAIR HOUSING POLICY** [24 CFR 982.54(d)(6)]

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 PHA shall not deny any family or individual the equal 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, familial or marital status, handicap or disability or sexual orientation.

To further its commitment to full compliance with applicable Civil Rights laws, the PHA will provide Federal/State/local information to Voucher holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the Voucher holder's briefing packet and available upon request at the front desk.

All Housing Authority staff will be required to attend fair housing training and informed of the importance of affirmatively furthering fair housing and providing equal opportunity to all families, including providing reasonable accommodations to persons with disabilities, as a part of the overall commitment to quality customer service. Fair Housing posters are posted throughout the Housing Authority office/s, including in the lobby and interview rooms and the equal opportunity logo will be used on all outreach materials. Staff will attend local fair housing update training sponsored by HUD and other local organization to keep current with new developments.

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

#### **H. REASONABLE ACCOMMODATIONS POLICY** [24 CFR 700.245(c)(3)]

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10/1/99 AdminPlan

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It is the policy of this PHA 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 families.

A participant with a disability must first ask for a specific change to a policy or practice as an accommodation of their disability before the PHA will treat a person differently than anyone else. The PHA's policies and practices will be designed to provide assurances that persons with disabilities will be given reasonable accommodations, upon request, so that they may fully access and utilize the housing program and related services. This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities and is applicable to all situations described in this Administrative Plan including when a family initiates contact with the PHA, when the PHA initiates contact with a family including when a family applies, and when the PHA schedules or reschedules appointments of any kind.

**\* To be eligible to request a reasonable accommodation, the requester must first certify (if apparent) or verify (if not apparent) that they are a person with a disability under the following ADA definition:**

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

A record of such impairment; or

Being regarded as having such an impairment

Rehabilitated former drug users and alcoholics are covered under the ADA. However, a current drug user is not covered. In accordance with 5.403(a), individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence. Individuals whose drug or alcohol addiction is a material factor to their disability are excluded from the definition. Individuals are considered disabled if disabling mental and physical limitations would persist if drug or alcohol abuse discontinued.

Once the person's status as a qualified person with a disability is confirmed, the PHA will require that a professional third party competent to make the assessment, provides written verification that the person needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program.

If the PHA finds that the requested accommodation creates an undue administrative or financial burden, the PHA will either deny the request and/or present an alternate accommodation that will still meet the need of the person.

An undue administrative burden is one that requires a fundamental alteration of the essential functions of the PHA (i.e., waiving a family obligation).

An undue financial burden is one that when considering the available resources of the agency as a whole, the requested accommodation would pose a severe financial hardship on the PHA.

The PHA will provide a written decision to the person requesting the accommodation within **a reasonable time**. If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request an informal hearing to review the PHA's decision.

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

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

### **Verification of Disability**

The PHA will verify disabilities under definitions in the Fair Housing Amendments Act of 1988, Section 504 of the 1973 Rehabilitation Act, and Americans with Disabilities Act.

### **Applying for Admission**

All persons who wish to apply for any of the PHA's programs must submit a pre-application, as indicated in our public notice. Applications will be made available in an accessible format upon request from a person with a disability.

To provide specific accommodation to persons with disabilities, upon request, the information may be mailed to the applicant and, if requested, it will be mailed in an accessible format.

The full application is completed at the eligibility appointment in the applicant's own handwriting, unless assistance is needed, or a request for accommodation is requested by a person with a disability. Applicants will then be interviewed by PHA staff to review the information on the full application form. Verification of disability as it relates to 504, Fair Housing, or ADA reasonable accommodation will be requested at this time. The full application will also include questions asking all applications whether reasonable accommodations are necessary.

## **I. TRANSLATION OF DOCUMENTS**

**\* The Housing Authority has bilingual staff to assist non-English speaking families in the following languages Spanish and translates documents into the following languages Spanish.**

In determining whether it is feasible to provide translation of documents written in English into other languages, the PHA will consider the following factors:

- \* Number of applicants and participants in the jurisdiction who do not speak English and speak the other language.**
- \* Availability of bi-lingual staff to provide translation for non-English speaking families.**

## **J. MANAGEMENT ASSESSMENT OBJECTIVES**

The PHA operates its housing assistance program with efficiency and can demonstrate to HUD auditors that the PHA is using its resources in a manner that reflects its commitment to quality and service. The PHA policies and practices are consistent with the areas of measurement for the following HUD SEMAP indicators.

Selection from the Waiting List

Reasonable Rent

Determination of Adjusted Income

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Utility Allowance Schedule  
HQS Quality Control Inspections  
HQS Enforcement  
Expanding Housing Opportunities  
FMR/exception rent & Payment Standards  
Annual Re-examinations  
Correct Tenant Rent Calculations  
Pre-Contract HQS Inspections  
Annual HQS Inspections  
Lease-up  
Family Self-Sufficiency Enrollment and Escrow Account Balances

Supervisory quality control reviews will be performed by a PHA Supervisor or other qualified person other than the person who performed the work, as required by HUD, on the following SEMAP factors:

Selection from the waiting list  
Rent reasonableness  
Determination of adjusted income  
HQS Enforcement  
HQS Quality Control

The annual sample of files and records will be drawn in an unbiased manner, leaving a clear audit trail.

The minimum sample size to be reviewed will relate directly to each factor.

#### **K. RECORDS FOR MONITORING PHA PERFORMANCE**

In order to demonstrate compliance with HUD and other pertinent regulations, the PHA will maintain records, reports and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional or other interested party to follow, monitor and or assess the PHA's operational procedures objectively and with accuracy and in accordance with SEMAP requirements with internal supervisory audits.

**In addition to the required SEMAP documentation,** supervisory staff audits the following functions:

Not less than 20% of reexaminations

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Not less than 50% of new applications

Not less than 50% of claims processed

**L. PRIVACY RIGHTS** [24 CFR 982.551]

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/PHA will release family information.

The PHA'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" or returned to the family member after its use. 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 **Director of Leased Housing**.

**M. FAMILY OUTREACH** [24 CFR 982.153(b)(1)]

The PHA 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 PHA's waiting list is open, the PHA 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. Notices will also be provided in Spanish.

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

**N. OWNER OUTREACH** [24 CFR 982.54(d)(5), 982.153(b)(1)]

The PHA makes a concerted effort to keep private owners informed of legislative changes in the tenant-based program, which are designed to make the program more attractive to owners. This includes informing participant owners of applicable legislative changes in program requirements.

The PHA encourages owners of decent, safe and sanitary housing units to lease to Section 8 families.

The PHA conducts **periodic** meetings with participating owners to improve owner relations and to recruit new owners.

**\*The PHA maintains a list of units available for the Section 8 Program and updates this list at least weekly. When listings from owners are received, they will be compiled by the PHA staff by bedroom size.**

**\* The PHA will maintain lists of available housing submitted by owners in all neighborhoods within**

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**the Housing Authority's jurisdiction to ensure greater mobility and housing choice to very low income households. The lists of units will be provided at the front desk and provided at briefings.**

**\* Printed material is offered to acquaint owners and managers with the opportunities available under the program.**



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## Chapter 2

### ELIGIBILITY FOR ADMISSION

[24 CFR Part 5, Subparts B, D & E; Part 982, Subpart E]

#### INTRODUCTION

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

#### A. ELIGIBILITY FACTORS [982.201(B)]

The PHA accepts applications only from families whose head or spouse is at least 18 years of age.

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

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 for all family members age six and older

An applicant must furnish declaration of Citizenship or Eligible Immigrant Status and verification where required

At least one member of the applicant family must be either a U.S. citizen or have eligible immigration status before the PHA may provide any financial assistance.

Reasons for denial of admission are addressed in the "Denial or Termination of Assistance" chapter. These reasons for denial constitute additional admission criteria.

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

**\* Eligibility factors will be verified before the family is placed on the waiting list.**

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

#### B. FAMILY COMPOSITION [24 CFR 982.201]

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The applicant must qualify as a Family. A Family may be a single person or a group of persons.

A "family" includes a family with a child or children. A group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family. The PHA determines if any other group of persons qualifies as a "family".

A single person family may be:

An elderly person

A displaced person

A person with a disability

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

Any other single person

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 family also includes:**

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

**\* Two or more persons who intend to share residency whose income and resources are available to meet the family's needs and who have a history as a family unit or show evidence of a stable family relationship.**

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

### **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.

### **Spouse of Head**

Spouse means the husband or wife of the head.

For proper application of the Non-citizens Rule, the definition of spouse is: the marriage partner who, in order to dissolve the relationship, would have to be divorced. It includes the partner in a common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.

### **Co-Head**

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An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a spouse or co-head, but not both. A co-head never qualifies as a dependent.

### **Live-in Attendants**

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

Is determined by the PHA 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:

Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.

Live-in aides are not subject to Non-Citizen Rule requirements.

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 above.

A Live in Aide may only reside in the unit with the approval of the PHA. 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.

**\* Verification must include the hours the care will be provided.**

**\* [24 CFR 982.316] At any time, the PHA will refuse to approve a particular person as a live-in aide or may withdraw such approval if:**

**\*The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;**

**\*The person commits drug-related criminal activity or violent criminal activity; or**

**\*The person currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.**

### **Split Households Prior to 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 PHA will make the decision taking into consideration the following factors:

**\* Which family member applied as head of household.**

**\* Which family unit retains the children or any disabled or elderly members.**

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\* **Restrictions that were in place at the time the family applied.**

\* **Role of domestic violence in the split.**

\* **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 families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by the PHA.**

\***In cases where domestic violence played a role, the standard used for verification will be the same as that required for the "domestic violence" preference**

\* **The PHA will require evidence that the family has been displaced as a result of fleeing violence in the home. Families are also eligible for this preference if there is proof that the family is currently living in a situation where they are being subjected to or victimized by violence in the home (See "Establishing Preferences and Maintaining the Waiting List" chapter).**

#### **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.**

\* **There will be a self-certification required of families who claim joint custody or temporary guardianship.**

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

#### **C. INCOME LIMITATIONS** [24 CFR 982.201(b), 982.353]

To be eligible for assistance, an applicant must:

Have an Annual Income at the time of admission that does not exceed the **very low income** limits for occupancy established by HUD.

\* **To be income eligible the applicant must be a family in the very low income category, which is a family whose income does not exceed 50 percent of the area median income. The PHA will not admit families whose income exceeds 50 percent of the area median income except those families included in 24 CFR 982.201(b).**

A very low income family.

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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 **60** days of voucher issuance. Programs include any housing federally assisted under the 1937 Housing Act.

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 home-ownership program under 24 CFR 248.173.

A low-income family or moderate income family that is 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 that qualifies for Voucher assistance as a non-purchasing family residing in a project subject to a resident home ownership program.

**\* The PHA's criteria for admitting Low Income families, in addition to those required under the regulations and identified above, is to admit families who:**

**Are pursuing their education**

**Are participating in an economic self-sufficiency program**

**Are working full time (part-time)**

To determine if the family is income-eligible, the PHA 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.

Portability: For initial lease-up at admission, families who exercise portability must be within the applicable income limit for the jurisdiction of the receiving PHA in which they want to live.

#### **D. MANDATORY SOCIAL SECURITY NUMBERS** [24 CFR 5.216, 5.218]

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.

Persons who have not been issued a Social Security Number must sign a certification that they have never been issued a Social Security Number.

Persons who disclose their Social Security Number but cannot provide verification must sign a certification

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and provide verification within 60 days. Elderly persons must provide verification within 120 days.

**E. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS** [24 CFR Part 5, Subpart E]

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither, may elect not to contend their status. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD.

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.

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

Non-citizen students. Defined by HUD in the non-citizen regulations. Not eligible for assistance.

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

**Verification of Status Before Admission**

The PHA **will not** provide assistance to families prior to the verification of eligibility for the individual or at least one member of the family pursuant to this section.

**F. OTHER CRITERIA FOR ADMISSIONS** [24 CFR 982.552(b)]

**\* The PHA will apply the following criteria, in addition to the HUD eligibility criteria, as grounds for denial of admission to the program:**

**\* The family must not have violated any family obligation during a previous participation in the Section 8 program for 5 years prior to final eligibility determination.**

**\* The PHA will make an exception, if the family member who violated the family obligation is not a current member of the household on the application.**

**\* The family must pay any outstanding debt owed the PHA or another PHA as a result of prior participation in any federal housing program within 30 days of PHA notice to repay.**

**\*The family must be in good standing regarding any current payment agreement made with another PHA for a previous debt incurred, before this PHA will allow participation in its Section 8 program.**

**\* The PHA will check criminal history for all adults in the household to determine whether any member of the family has violated any of the prohibited behaviors as referenced in the section on One-Strike policy in the "Denial or Termination of Assistance" chapter.**

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**\* If any applicant deliberately misrepresents the information on which eligibility or tenant rent is established, the PHA may deny assistance and may refer the family file/record to the proper authorities for appropriate disposition. (See Program Integrity Addendum).**

**\* If any applicant deliberately misrepresents the information on which eligibility or tenant rent is established, the PHA may deny assistance and may refer the family file/record to the proper authorities for appropriate disposition. (See Program Integrity Addendum).**

**\* G. TENANT SCREENING [24 CFR 982.307]**

The PHA will take into consideration any of the criteria for admission described in the "Denial or Termination of Assistance" chapter.

The PHA **will not** screen family behavior or suitability for tenancy. The PHA will not be liable or responsible to the owner or other persons for the family's behavior or the family's conduct in tenancy.

The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before PHA approval of the tenancy, the PHA will inform the owner that screening and selection for tenancy is the responsibility of the owner.

The owner is responsible for screening families based on their tenancy histories, including such factors as:[24 CFR 982.307(a)(3)]

Payment of rent and utility bills

Caring for a unit and premises

Respecting the rights of other residents to the peaceful enjoyment of their housing

Drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others; and

Compliance with other essential conditions of tenancy.

The PHA will advise families how to file a complaint if they have been discriminated against by an owner. The PHA will advise the family to make a Fair Housing complaint. The PHA may also report the owner to HUD (Fair Housing/Equal Opportunity) or the local Fair Housing Organization.

**H. CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT**

Changes that occur during the period between issuance of a voucher and lease up may affect the family's eligibility or share of the rental payment.

**I. 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 non-citizen

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status. See "Complaints and Appeals" chapter for additional information about reviews and hearings.

**J. PROHIBITED ADMISSIONS CRITERIA** [982.202(b)]

Admission to the program may not be based on where the family lives before admission to the program.

Admission to the program may not be based on:

Discrimination because members of the family are unwed parents, recipients of public assistance, or children born out of wedlock.

Discrimination because a family includes children.

Whether a family decides to participate in a family self sufficiency program; or

Other reasons as listed in the "Statement of Policies and Objectives" chapter under the Fair Housing and Reasonable Accommodations sections.



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## Chapter 3

### APPLYING FOR ADMISSION

[24 CFR 982.204]

#### INTRODUCTION

The policy of the PHA 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 PHA 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. OVERVIEW OF THE APPLICATION TAKING PROCESS

The purpose of application taking is to permit the PHA to gather information and determine placement on the waiting list. The application will contain questions designed to obtain pertinent program information.

Families who wish to apply for any one of the PHA'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.

**\*When the waiting list is open, any family asking to be placed on the waiting list for Section 8 rental assistance will be given the opportunity to complete an application.**

**\* The application process will involve two phases. The first is the "initial" application for assistance (referred to as a pre-application). This first phase results in the family's placement on the waiting list.**

**\* The pre-application will be dated, time-stamped.**

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

#### B. OPENING/CLOSING OF APPLICATION TAKING [24 CFR 982.206, 982.54(d)(1)]

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

When the PHA opens the waiting list, the PHA will advertise through public notice in the following newspapers, minority publications and media entities, location(s), and program(s) for which applications are being accepted:

**\*Record-Journal, Tiempo – a local Hispanic newspaper publication and the Hartford Courant**

**\*Casa Boricua, Catholic Family Services, Community Action Agency of Meriden, Department of**

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**Social Services, Social Security and the local library.**

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 PHA address and telephone number, how to submit an application, information on eligibility requirements, and the availability of local preferences.

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.

If the waiting list is open, the PHA will accept applications from eligible families unless there is good cause for not accepting the application, such as denial of assistance because of action or inaction by members of the family for the grounds stated in the "Denial or Termination of Assistance" chapter of this Administrative Plan. [24 CFR 982.206(b)(2)]

**Closing the Waiting List**

The PHA may stop applications if there are enough applicants to fill anticipated openings for the next **12 months**.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover and new allocations over the next **12 months**. The PHA will decide the method of application taking prior to the publication of opening the waiting list. Specific instructions will be part of the publication i.e. how to apply (in person, by telephone, or by mail), how long the waiting list will be open and specific time frame as to when applications will be accepted. (No exceptions unless in the case of a reasonable accommodation for a disabled or handicapped person as described in the section regarding reasonable accommodation.) Also notification will include whether the PHA will be accepting pre-applications or applications. When the period for accepting applications is over, the PHA will add the new applicants to the list by:

**Limits on Who May Apply**

When the waiting list is open:

**\* Any family asking to be placed on the waiting list for Section 8 rental assistance will be given the opportunity to complete an application.**

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When the application is submitted to the PHA:

**\* It establishes the family's date and time of application for placement order on the waiting list.**

**C. "INITIAL" APPLICATION PROCEDURES** [24 CFR 982.204(b)]

The PHA will utilize a **preliminary application form**. The information is to be filled out by the applicant whenever possible. To provide specific accommodation for persons with disabilities, the information may be completed by a staff person over the telephone. It may also be mailed to the applicant and, if requested, it will be mailed in an accessible format. **Translations will be provided for non-English speaking applicants.**

The purpose of the pre-application is to permit the PHA to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list.

Ineligible families **will not** be placed on the waiting list.

Pre-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.

**D. APPLICANT STATUS WHILE ON WAITING LIST** [CFR 982.204]

**\*Applicants are required to inform the PHA in writing of changes in address. Applicants are also required to respond to requests from the PHA to update information on their application and to determine their interest in assistance.**

If after a review of the pre-application the family is determined to be preliminarily eligible, they will be notified in writing or in an accessible format upon request, as a reasonable accommodation.

If the family is determined to be ineligible based on the information provided in the pre-application, the PHA 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 "Complaints and Appeals" chapter.

**E. TIME OF SELECTION** [24 CFR 982.204, 5.410]

When funding is available, families will be selected from the waiting list in their determined sequence, regardless of family size.

When there is insufficient funding available for the family at the top of the list, the PHA will not admit any other applicant until funding is available for the first applicant.

**\* Based on the PHA's turnover and the availability of funding, groups of families will be selected from the**

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waiting list to form a final eligibility "pool." Selection from the pool will be based on /completion of verification.

#### **F. COMPLETION OF A FULL APPLICATION**

The full application will be **completed when the applicant attends the interview.**

##### **Requirement to Attend Interview**

The PHA 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 PHA 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.**
- \* The head of household is required to attend the interview.**
- \* It is the applicant's responsibility to reschedule the interview if s/he misses the appointment. If the applicant does not reschedule or misses two scheduled meetings, the PHA 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 3 days from the original appointment date.** The request must be made to the staff person who scheduled the appointment.
- \* If an applicant fails to appear for a pre-scheduled appointment, the PHA will automatically schedule a second appointment. If the applicant misses the second appointment without prior approval, the application is denied.**
- \* If an applicant fails to appear for their interview without prior approval of the PHA, their application will be denied unless they can provide acceptable documentation to the PHA that an emergency prevented them from calling.**

Reasonable accommodation will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to participate in the interview process, 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 "Complaints and Appeals "chapter.)

All adult members must sign the HUD Form 9886, Release of Information, the declarations and consents related to citizenship/immigration status and any other documents required by the PHA. 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 PHA.

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If the PHA determines at or after the interview that additional information or document(s) are needed, the PHA will request the document(s) or information **in writing**. The family will be given 14 days to supply the information.

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

**G. VERIFICATION** [24 CFR 982.201(e)]

Information provided by the applicant will be verified, using the verification procedures in the "Verification Procedures" chapter. Family composition, income, allowances and deductions, assets, full-time student status, eligibility and rent calculation factors, and other pertinent information will be verified. Verifications may not be more than 60 days old at the time of issuance of the Voucher.

**H. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY** [24 CFR 982.201]

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

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## Chapter 4

### ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

[24 CFR Part 5, Subpart D; 982.54(d)(1); 982.204, 982.205, 982.206]

#### **INTRODUCTION**

It is the PHA's objective to ensure that families are placed in the proper order on the waiting list and selected from the waiting list for admissions in accordance with the policies in this Administrative Plan.

By maintaining an accurate waiting list, the PHA 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. WAITING LIST** [24 CFR 982.204]

The PHA uses a single waiting list for admission to its Section 8 tenant-based assistance program.

Except for Special Admissions, applicants will be selected from the PHA waiting list in accordance with policies and preferences and income targeting requirements defined in this Administrative Plan.

The PHA will maintain information that permits proper selection from the waiting list.

The waiting list contains the following information for each applicant listed:

Applicant Name

Family Unit Size (number of bedrooms family qualifies for under PHA subsidy standards)

Date and time of application

Qualification for any local preference

Racial or ethnic designation of the head of household

#### **B. SPECIAL ADMISSIONS** [24 CFR 982.54(d)(e), 982.203]

If HUD awards a PHA program funding that is targeted for specifically named families, the PHA will admit these families under a Special Admission procedure.

Special admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. The PHA maintains separate records of these admissions.

The following are examples of types of program funding that may be designated by HUD for families living in a

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specified unit:

A family displaced because of demolition or disposition of a public or Indian housing project;

A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;

For housing covered by the Low Income Housing Preservation and Resident Home-ownership Act of 1990;

A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; and

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

Applicants who are admitted under Special Admissions, rather than from the waiting list, are **identified by codes in the automated system.**

#### **C. LOCAL PREFERENCES** [24 CFR 5.410]

**\* The PHA will offer public notice when changing its preference system and the notice will be publicized using the same guidelines as those for opening and closing the waiting list.**

**\* The PHA uses the following Local Preference system:**

**\* Date and Time of receipt of a completed application.**

#### **D. INCOME TARGETING**

In accordance with the Quality Housing and Work Responsibility Act of 1998, each fiscal year the PHA will reserve a minimum of seventy-five percent of its Section 8 new admissions for families whose income does not exceed 30 percent of the area median income. HUD refers to these families as “extremely low-income families.” The PHA will admit families who qualify under the Extremely Low Income limit to meet the income targeting requirement, regardless of preference.

The PHA’s income targeting requirement does not apply to low income families continuously assisted as provided for under the 1937 Housing Act.

The PHA is also exempted from this requirement where the PHA is providing assistance to low income or moderate income families entitled to preservation assistance under the tenant-based program as a result of a mortgage prepayment or opt-out.

#### **E. EXCEPTIONS FOR SPECIAL ADMISSIONS** [24 CFR 982.203, 982.54(d)(3)]

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The following are examples of types of program funding that may be designated by HUD for families living in a specified unit:

A family displaced because of demolition or disposition of a public or Indian housing project;

A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;

For housing covered by the Low Income Housing Preservation and Resident Home-ownership Act of 1990;

A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; and

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

**F. REMOVAL FROM WAITING LIST AND PURGING** [24 CFR 982.204(c)]

**\* The Waiting List will be purged** approximately every 2 years/not more than one time each year **by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for confirmation of continued interest.**

**\* Any mailings to the applicant which require a response will state that failure to respond within 14 days will result in the applicant's name being dropped from the waiting list.**

An extension of 7 days to respond will be granted, if requested and needed as a reasonable accommodation for a person with a disability.

If the applicant did not respond to the PHA request for information or updates because of a family member's disability, the PHA will reinstate the applicant in the family's former position on the waiting list.

**\* 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 an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless the Director of Leased Housing determines there were circumstances beyond the person's control. The following exceptions, if determined to exist, will be acceptable to warrant reinstatement: hospitalization, verifiable illness.**



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## Chapter 5

### SUBSIDY STANDARDS

[24 CFR 982.54(d)(9)]

#### INTRODUCTION

HUD guidelines require that PHA's establish subsidy standards for the determination of family unit size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards used for the unit size selected by the family must be within the minimum unit size requirements of HUD's Housing Quality Standards. This Chapter explains the subsidy standards which will be used to determine the voucher size (family unit size) for various sized families when they are selected from the waiting list, as well as the PHA's procedures when a family's size changes, or a family selects a unit size that is different from the Voucher.

#### A. DETERMINING FAMILY UNIT (VOUCHER) SIZE [24 CFR 982.402]

The PHA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom on the Voucher. The PHA's subsidy standards for determining 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 Voucher, not the family's actual living arrangements.

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

**\* One bedroom will be generally be assigned for each two family members. The PHA will consider factors such as family characteristics including sex, age, or relationship. Consideration will also be given for medical reasons and the presence of a live-in aide.**

**\* Generally, the PHA assigns one bedroom to two people within the following guidelines:**

**\* Persons of different generations, persons of the opposite sex (other than spouses), and unrelated adults should be allocated a separate bedroom.**

**\* Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children under 2.**

**\* Foster children will be included in determining unit size only if they will be in the unit for more than 6 months.**

**\* Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family.**

**\* Space may be provided for a child who is away at school but who lives with the family during school recesses.**

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**\* Space will not be provided for a family member, other than a spouse, who will be absent most of the time, such as a member who is away in the military.**

**\* Adults of different generations will have separate bedrooms.**

**\* Single person families shall be allocated one bedroom.**

Voucher Size	GUIDELINES FOR DETERMINING VOUCHER SIZE	
	Persons in Household	
	Minimum Number	Maximum Number
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	6
3 Bedrooms	3	8
4 Bedrooms	4	10
5 Bedrooms	6	12
6 Bedrooms	8	

**B. EXCEPTIONS TO SUBSIDY STANDARDS** [24 CFR 982.403(a) & (b)]

The PHA shall grant exceptions from the subsidy standards if the family requests and the PHA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances.

The PHA will grant an exception upon request as an accommodation for persons with disabilities. Circumstances may dictate a larger size than the subsidy standards permit when persons cannot share a bedroom because of a need, such as a:

**\* Verified medical or health reason; or**

**\* Elderly persons or persons with disabilities who may require a live-in attendant.**

**Request for Exceptions to Subsidy Standards**

**\* The family may request a larger sized voucher than indicated by the PHA's subsidy standards. Such request must be made in writing within [number] days of the PHA's determination of bedroom size. The request must explain the need or justification for a larger bedroom. Documentation verifying the need or justification will be required as appropriate.**

Requests based on health related reasons must be verified by a **doctor/medical/professional**.

**PHA Error**

If the PHA errors in the bedroom size designation, the family will be issued a Voucher of the appropriate size.

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### **Changes for Applicants**

The voucher size is determined prior to the briefing by comparing the family composition to the PHA subsidy standards. If an applicant requires a change in the voucher size, based on the requirements of the PHA subsidy standards, the above references guidelines will apply.

### **Changes for Participants**

The members of the family residing in the unit must be approved by the PHA. The family must obtain approval of any additional family member before the new member occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the PHA within **[number of]** days. The above referenced guidelines will apply.

### **Under housed and Over housed Families**

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

Pre-merger Certificate Families Only:

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

Pre-merger certificate families who are under-occupying a unit as defined above will be issued a voucher and given a minimum of sixty days to locate a new unit before assistance is terminated.

The PHA will also notify the family of the circumstances under which an exception will be granted, such as:

- \* If a family with a disability is under housed in an accessible unit.**
- \* If a family requires the additional bedroom because of a health problem which has been verified by the PHA.**
- \* The PHA and family have been unable to locate a unit within 60 days.**

### **C. UNIT SIZE SELECTED** [24 CFR 982.402(c)]

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

Subsidy Limitation: The family unit size as determined for a family under the PHA subsidy standard for a family assisted in the voucher program is based on the PHA's adopted payment standards. The payment standard for a family shall be the *lower of*:

The payment standard amount for the family unit size; or

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The payment standard amount for the unit size rented by the family.

Utility Allowance: The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's Voucher.

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**

<b>Unit Size</b>	<b>Maximum Number in Household</b>
0 Bedroom	1
1 Bedroom	4
2 Bedrooms	6
3 Bedrooms	8
4 Bedrooms	10
5 Bedrooms	12
6 Bedrooms	14

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## Chapter 6

### FACTORS RELATED TO TOTAL TENANT PAYMENT AND FAMILY SHARE DETERMINATION

[24 CFR Part 5, Subparts E and F; 982.153, 982.551]

#### INTRODUCTION

The PHA will use the methods as set forth in this Administrative Plan to verify and determine that family income at admission and at annual reexamination is correct. 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 Regulations.

This Chapter defines the allowable expenses and deductions to be subtracted 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 5, Subparts E and F, and further instructions set forth in HUD Notices and Memoranda. The formula for the calculation of TTP is specific and not subject to interpretation. The PHA's policies in this Chapter address those areas which allow the PHA 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 [24 CFR 5.609]

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

Annual Income is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or re-certification. 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 expenses and deductions.

HUD has five allowable deductions from Annual Income:

Dependent Allowance: \$480 each for family members (other than the head or spouse) who are minors, and for family members who are 18 and older who are full-time students or who are disabled.

Elderly/Disabled Allowance: \$400 per family for families whose head or spouse is 62 or over or disabled.

Allowable Medical Expenses: Deducted for all family members of an eligible elderly/disabled family.

Child Care Expenses: Deducted for the care of children under 13 when child care is necessary to allow an **adult** member to work, attend school, or actively seek employment.

Allowable Disability Assistance Expenses: Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an **adult** family member to work.

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**B. MINIMUM RENT** [24 CFR 5.616]

**Minimum Rent**

"Minimum rent" is **\$25.00**. Minimum rent refers to the Total Tenant Payment and includes the combined amount a family pays towards rent and/or utilities when it is applied.

**Hardship Requests for an Exception to Minimum Rent**

The PHA recognizes that in some circumstances even the minimum rent may create a financial hardship for families. The PHA will review all relevant circumstances brought to the PHA's attention regarding financial hardship as it applies to the minimum rent. The following section states the PHA's procedures and policies in regard to minimum rent financial hardship as set forth by the Quality Housing and Work Responsibility Act of 1998. HUD has defined circumstances under which a hardship could be claimed.

**Criteria for Hardship Exception**

In order for a family to qualify for a hardship exception the family's circumstances must fall under one of the following HUD hardship criteria:

The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance;

The family would be evicted as a result of the imposition of the minimum rent requirement;

The income of the family has decreased because of changed circumstances, including:

Loss of employment

Death in the family

Illness

**PHA Notification to Families of Right to Hardship Exception**

The PHA will notify all families subject to minimum rents of their right to request a minimum rent hardship exception. "Subject to minimum rent" means the minimum rent was the greatest figure in the calculation of the greatest of 30% of monthly adjusted income, 10% of monthly income, minimum rent or welfare rent.

**\* If the minimum rent is the greatest figure in the calculation of Total Tenant Payment, PHA staff will include a copy of the notice regarding hardship request provided to the family in the family's file.**

The PHA notification will advise families that hardship exception determinations are subject to PHA review and hearing procedures.

The PHA will review all family requests for exception from the minimum rent due to financial hardships.

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**\* All requests for minimum rent hardship exceptions are required to be in writing.**

**\*The PHA will request documentation as proof of financial hardship.**

**\* Requests for minimum rent exception must include a statement of the family hardship that qualify the family for an exception.**

### **Suspension of Minimum Rent**

The PHA will grant the minimum rent exception to all families who request it, effective the first of the following month.

The minimum rent will be suspended until the PHA determines whether the hardship is:

Covered by statute

Temporary or long term

"Suspension" means that the PHA must not use the minimum rent calculation until the PHA has made this decision.

During the minimum rent suspension period, the family will not be required to pay a minimum rent and the housing assistance payment will be increased accordingly.

If the PHA determines that the minimum rent is not covered by statute, the PHA will impose a minimum rent including payment for minimum rent from the time of suspension.

### **Temporary Hardship**

If the PHA determines that the hardship is temporary, a minimum rent will not be imposed for a period of up to 90 days from the date of the family's request. At the end of the temporary suspension period, a minimum rent will be imposed retroactively to the time of suspension.

\*The PHA will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period. (See "Owner and Family Debts to the PHA" chapter for Repayment agreement policy).

### **Long-Term Duration Hardships** [24 CFR 5.616(c)(3)]

If the PHA determines that there is a qualifying long-term financial hardship, the PHA must exempt the family from the minimum rent requirements.

### **Retroactive Determination**

The PHA will reimburse the family for any minimum rent charges which took effect after October 21, 1998 that qualified for one of the mandatory exceptions.

**\* If the family is owed a retroactive payment, the PHA will provide reimbursement in the form of a cash refund to the family.**

\* The PHA will not provide a cash refund for amounts owed to the family which are less than \$50.00 and will offset

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the amount against future HAP payments.

**C. DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT**

[24 CFR

982.54(d)(10), 982.551]

The PHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, the PHA 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.

**\* "Temporarily absent" is defined as away from the unit for more than 60 days.**

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 PHA will evaluate absences from the unit using this policy.

**Absence of Any Member**

Any member of the household will be considered permanently absent if s/he is away from the unit for 3 months 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 hospital, nursing home, or rehabilitation center, the PHA 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 **90** 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 PHA's "Absence of Entire Family" policy.

**Absence Due to Full-time Student Status**

Full time students who attend school away from the home will be treated in the following manner:

**\* A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of Voucher size.**

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



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### **Absence due to Incarceration**

If the sole member is incarcerated for more than **90** consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for **3 consecutive months/90 days in a twelve month period.**

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

### **Absence of Children due to Placement in Foster Care**

If the family includes a child or children temporarily absent from the home due to placement in foster care, the PHA 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 **6** months from the date of removal of the child/ren, the Voucher size will be reduced. If all children are removed from the home permanently, the voucher size will be reduced in accordance with the PHA's subsidy standards.

### **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 PHA will terminate assistance in accordance with appropriate termination procedures contained in this Plan.

Families are required both to notify the PHA before they move out of a unit and to give the PHA information about any family absence from the unit.

**\* Families must notify the PHA at least 10 days before leaving the unit or no less than 5 days after leaving the unit if they are going to be absent from the unit for more than 30 consecutive days.**

If the entire family is absent from the assisted unit for more than 60 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 PHA will not continue assistance payments.**

**\* If it is determined that the family is absent from the unit, the PHA will continue assistance payments for a maximum of 2 months, not to exceed 180 days.**

HUD regulations require the PHA 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 PHA may:

**\* Write letters to the family at the unit**

**\* Telephone the family at the unit**

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**\* Interview neighbors**

**\* Verify if utilities are in service**

**\* Check with the post office**

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 PHA can verify that the person was unable to notify the PHA in accordance with the family's responsibilities, and if funding is available, the PHA may reinstate the family as an accommodation if requested by the family, as long as the period was within 60 days.**

### **Caretaker for Children**

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the PHA will treat that adult as a visitor for the first 30 days.

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

If the appropriate agency cannot confirm the guardianship status of the caretaker, the PHA will review the status at 30 days intervals.

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

**\* The PHA will transfer the voucher to the caretaker, in the absence of a court order, if the caretaker has been in the unit for more than 60 days and it is reasonable to expect that custody will be granted.**

When the PHA approves a person to reside in the unit as caretaker for the child/ren, the income should be counted pending a final disposition. The PHA 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 3 months, the person will be considered permanently absent.

### **Visitors**

Any adult not included on the HUD 50058 who has been in the unit more than 14 consecutive days without PHA approval, or a total of 14 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 member of the household.**

**\* Statements from neighbors and/or the landlord will be considered in making the determination.**

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**\* 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 household and the PHA 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 no longer on the lease 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 **6 months or 180** days per year, the minor will be considered to be an eligible visitor and not a family member.

#### **Reporting Additions to Owner and PHA**

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

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

**\* If the family does not obtain prior written approval from the PHA, 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 PHA in writing within 30 days of the maximum allowable time.**

**\* Families are required to report any additions to the household in writing to the PHA within 30 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 other than birth, adoption or court awarded custody.

#### **Reporting Absences to the PHA**

Reporting changes in household composition is both a HUD and a PHA requirement.

If a family member leaves the household, the family must report this change to the PHA, in writing, within **30** days of the change and certify as to whether the member is temporarily absent or permanently absent.

The PHA will conduct an interim evaluation for changes which affect the Total Tenant Payment in accordance with the interim policy.

#### **D. AVERAGING INCOME**

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

**\* 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 will be used.

If, by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so as to reduce the number of interim adjustments.

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

**E. MINIMUM INCOME**

There is no minimum income requirement. Families who report zero income are required to **\*complete a written certification every 3 months\* Undergo an interim re-certification every 3 months.**

**\* Families that report zero income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.**

**\* If the family's expenses exceed their known income, the PHA will make inquiry of the head of household as to the nature of the family's accessible resources.**

**F. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME** [24 CFR 982.54(d)(10)]

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the PHA will calculate the income by using the following methodology and use the income figure which would result in a lower payment by the family:

**\* 1. Exclude the income of the person permanently confined to the nursing home and give the family no deductions for medical expenses of the confined family member.**

**OR**

**Include the income of the person permanently confined to the nursing home and give the family the medical deductions allowable on behalf of the person in the nursing home.**

**\*2. Exclude the income and deductions of the member if his/her income goes directly to the facility.**

**OR**

**Include the income and deductions of the member if his/her income goes to a family member in the household.**

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**G. REGULAR CONTRIBUTIONS AND GIFTS** [24 CFR 5.609]

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 2 months or more frequently will be considered a "regular" contribution or gift, unless the amount is less than \$100.00 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 "Verification Procedures" chapter for further definition.)

**\* If the family's expenses exceed its known income, the PHA will inquire of the family regarding contributions and gifts.**

**H. ALIMONY AND CHILD SUPPORT** [24 CFR 5.609]

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 PHA will use the amount awarded by the court unless the family can verify that they are not receiving the full amount and verification of item(s) below are provided.**

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

**\* The PHA receives verification from the agency responsible for enforcement or collection.**

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

**I. LUMP-SUM RECEIPTS** [24 CFR 5.609]

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 such as 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 PHA uses a calculation method which calculates retroactively or prospectively depending on the circumstances.**

**\* The PHA will calculate prospectively if the family reported the payment within 30 days and retroactively to date of receipt if the receipt was not reported within that time frame.**

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**Prospective Calculation Methodology**

\* 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:

The entire lump-sum payment will be added to the annual income at the time of the interim.

The lump sum will be added in the same way for any interims which occur prior to the next annual re-certification.

**Retroactive Calculation Methodology**

\* The PHA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.

\*The PHA 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 PHA.

\* The family has the choice of paying this "retroactive" amount to the PHA in a lump sum.

\* At the PHA's option, the PHA may enter into a Payment Agreement with the family.

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

**Attorney Fees**

**Attorney FeesAttorney FeesAttorney FeesAttorney FeesAttorney FeesAttorney FeesAttorney FeesAttorney FeesAttorney FeesAttorney Fees**\* 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.

**J. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS** [24 CFR 5.603(d)]

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

While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.

After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

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**K. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE**

[24

CFR 5.603(d)(3)]

The PHA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. The PHA 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.

**L. CHILD CARE EXPENSES** [24 CFR 5.603]

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, or to actively seek employment.

**\* 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.

**\* 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 reasonable travel time to and from school.

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

**M. MEDICAL EXPENSES** [24 CFR 5.609(a)(2), 5.603]

**\* 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.**

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\* Nonprescription medicines must be doctor-recommended in order to be considered a medical expense.

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

\* Accupressure, acupuncture and related herbal medicines, and chiropractic services will be considered allowable medical expenses.

#### **N. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES** [24 CFR 5.520]

##### **Applicability**

Pro-ration 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.

##### **Prorated Assistance Calculation**

Prorated 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. Calculations for each housing program are performed on the HUD 50058 form.

#### **O. REDUCTION IN BENEFITS**

See Chapter on re-certifications on how to handle income changes resulting from welfare program requirements.

#### **P. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS** [24 CFR 982.153, 982.517]

The same Utility Allowance Schedule is used for all tenant-based programs.

The utility allowance is intended to cover the cost of utilities not included in the rent. The allowance is based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. Allowances are not based on an individual family's actual energy consumption.

The PHA's utility allowance schedule, and the utility allowance for an individual family, must include the utilities and services that are necessary in the locality to provide housing that complies with the housing quality standards.

The PHA may not provide any allowance for non-essential utility costs, such as costs of cable or satellite television.



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The PHA must classify utilities in the utility allowance schedule according to the following general categories: space heating, cooking, water heating, water, sewer, trash collection; [other electric,] refrigerator (for tenant supplied refrigerator), range (cost of tenant-supplied range); and other specified services.

The PHA will review the utility allowance schedule annually. If the review finds a utility rate has changed by 10 percent or more since the last revision of the utility allowance schedule, the schedule will be revised to reflect the new rate. Revised utility allowances will be applied in a participant family's rent calculation at their next reexamination.

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

Where families provide their own range and refrigerator, the PHA will establish an allowance adequate for the family to purchase or rent a range or refrigerator, even if the family already owns either appliance. Allowances for ranges and refrigerators will be based on the lesser of the cost of leasing or purchasing the appropriate appliance over a **12** month period.

Where the calculation on the HUD 50058 results in a utility reimbursement payment due the family, the PHA will provide a Utility Reimbursement Payment for the family each month. The check will be made out:

**\*directly to the tenant**

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## Chapter 7

### VERIFICATION PROCEDURES

[24 CFR Part 5, Subparts B, D, E and F; 982.108]

#### INTRODUCTION

HUD regulations require that the factors of eligibility and Total Tenant Payment/Family Share be verified by the PHA. PHA staff will obtain written verification from independent sources whenever possible and will document tenant files whenever third party verifications are not possible as to why third party verification was impossible to obtain.

Applicants and program participants must provide true and complete information to the PHA whenever information is requested. The PHA's verification requirements are designed to maintain program integrity. This Chapter explains the PHA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and changes in family composition. The PHA will obtain proper authorization from the family before requesting information from independent sources.

#### A. METHODS OF VERIFICATION AND TIME ALLOWED [24 CFR 982.516]

The PHA 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. Certification/Self-Declaration

The PHA will allow 2 weeks for return of third-party verifications and 2 weeks to obtain other types of verifications before going to the next method. The PHA will document the file as to why third party written verification was not used.

For applicants, verifications may not be more than 60 days old at the time of Voucher issuance. **\*For participants, they are valid for 90 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.

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

**\*The PHA will accept verifications in the form of computerized printouts delivered by the family 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 Certification of Document Viewed or Person Contacted form, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third party verification is not available, the PHA will compare the information to any documents provided by the Family. If provided by telephone, the PHA 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 3 weeks, the PHA will annotate 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 Certification of Document Viewed or Person Contacted form or document.**

**\* The PHA 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 PHA will accept faxed documents.**

**\* The PHA will accept photo copies.**

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

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**\* The PHA will not delay the processing of an application beyond 30 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 means **a notarized statement and must be witnessed.**

**B. RELEASE OF INFORMATION** [24 CFR 5.230]

Adult family members will be required to sign the HUD 9886 Release of Information/Privacy Act form.

In addition, family members 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/Privacy Act Notice.

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 and to sign consent forms requested by the PHA or HUD.

**C. COMPUTER MATCHING**

**\* Where allowed by HUD and/or other State or local agencies, computer matching will be done.**

**\*The PHA will utilize the HUD established computer-based Tenant Eligibility Verification System (TEVS) tool for obtaining Social Security benefits, Supplemental Security Income, benefit history and tenant income discrepancy reports from the Social Security Administration**

When computer matching results in a discrepancy with information in the PHA records, the PHA will follow up with the family and verification sources to resolve this discrepancy. If the family has unreported or underreported income, the PHA will follow the procedures in the Program Integrity Addendum of the Administrative Plan.

**D. ITEMS TO BE VERIFIED** [24 CFR 982.516]

All income not specifically excluded by the regulations.

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

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

Child care expense where it allows an **adult** family member to be employed or to further his/her education.

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

Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an *adult* family member to be employed.

Disability for determination of preferences, allowances or deductions.

U.S. citizenship/eligible immigrant status

Social Security Numbers for all family members over 6 years of age or older who have been issued a social security number.

"Preference" status

**Marital** status when needed for head or spouse definition.

Verification of Reduction in Benefits for Noncompliance:

The PHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction.

**E. VERIFICATION OF INCOME** [24 CFR 982.516]

This section defines the methods the PHA 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

Likelihood of change of employment status and effective date of any known salary increase during the next 12 months

**\* Year to date earnings**

**\* Estimated income from overtime, tips, bonus pay expected during next 12 months**

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

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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.

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

**\* Where doubt regarding income exists, a referral to IRS 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. Benefit verification form completed by agency providing the benefits.
2. Award or benefit notification letters prepared and signed by the providing agency.
- \*3. Computer report electronically obtained or in hard copy.**

### **Unemployment Compensation**

Acceptable methods of verification include, in this order:

1. Verification form completed by the unemployment compensation agency.
2. Computer report electronically obtained or in hard copy, from unemployment office stating payment dates and amounts.
- \*3. Payment stubs.**

### **Welfare Payments or General Assistance**

Acceptable methods of verification include, in this order:

1. PHA 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.**

### **Alimony or Child Support Payments**

Acceptable methods of verification include, in this order:

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1. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
  - \*2 A notarized **letter from the person paying the support.**
  - \*3. **Copy of latest check and/or payment stubs from Court Trustee. PHA must record the date, amount, and number of the check.**
  - \*4. **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.**

**\* If payments are irregular, the family must provide:**

**\* A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules.**

**\* A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.**

**\* A notarized affidavit from the family indicating the amount(s) received.**

**\* A welfare notice of action showing amounts received by the welfare agency for child support.**

**\* A written statement from an attorney certifying that a collection or enforcement action has been filed.**

### **Net Income from a Business**

In order to verify the net income from a business, the PHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification include:

1. IRS Form 1040, including:
  - Schedule C (Small Business)
  - Schedule E (Rental Property Income)
  - Schedule F (Farm Income)

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.

2. Audited or unaudited financial statement(s) of the business.
- \* 3. **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.**

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### **Child Care Business**

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

**\* If the applicant/participant is operating a "cash and carry" operation (which may or may not be licensed), the PHA 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.**

### **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, TANF, SSI, etc. are not being received by the household.

\*The PHA will run a credit report if information is received that indicates the family has an unreported income source.

### **Full-time Student Status**

Only the first \$480 of the earned income of full time students, other than head, co-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:

Written verification from the registrar's office or other school official.

School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

## **F. INCOME FROM ASSETS** [24 CFR 982.516]



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### **Savings Account Interest Income and Dividends**

Acceptable methods of verification include, in this order:

1. Account statements, passbooks, certificates of deposit, or PHA verification forms completed by the financial institution.
2. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.
3. IRS Form 1099 from the financial institution, provided that the PHA must adjust the information to project earnings expected for the next 12 months.

### **Interest Income from Mortgages or Similar Arrangements**

Acceptable methods of verification include, in this order:

1. 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.)
2. Amortization schedule showing interest for the 12 months following the effective date of the certification or re-certification.

### **Net Rental Income from Property Owned by Family**

Acceptable methods of verification include, in this order:

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 PHA will require the information necessary to determine the current cash value of the family's assets, (the net amount the family would receive if the asset were converted to cash).

Acceptable verification may include any of the following:

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Verification forms, letters, or documents from a financial institution or broker.

Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.

Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.

Real estate tax statements if the approximate current market value can be deduced from assessment.

Financial statements for business assets.

Copies of closing documents showing the selling price and the distribution of the sales proceeds.

Appraisals of personal property held as an investment.

**\* Family's self-certification describing assets or cash held at the family's home or in safe deposit boxes.**

**Assets Disposed of for Less than Fair Market Value (FMV) During Two Years Preceding Effective Date of Certification or Re-certification**

For all Certifications and Re-certifications, the PHA 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 re-certification.

If the family certifies that they have disposed of assets for less than fair market value, verification **certification** 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**

[24 CFR

982.516]

**Child Care Expenses**

Written verification from the person who receives the payments is required. If the child care provider is an individual, s/he must provide a statement of the amount they are charging the family for their services.

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.

Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

**Medical Expenses**

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Families who claim medical expenses 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:

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.

Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.

Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

For attendant care:

A reliable, knowledgeable professional's certification 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.

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.

Receipts, canceled checks or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

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.

Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. PHA 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, non-recurring expenses from the previous year.

The PHA will use mileage at the PHA rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

### **Assistance to Persons with Disabilities** [24 CFR 5.611(c)]

In All Cases:

Written certification from a reliable, knowledgeable professional 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.

Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

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Attendant Care:

Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary Apparatus:

Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

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** [24 CFR 982.153(b)(15)]

**Verification of Legal Identity**

**\* In order to prevent program abuse, the PHA 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. passport**
- \* Department of Motor Vehicles 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**

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**\* School records**

**Verification of Marital Status**

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.

Verification of marriage status is a marriage certificate.

**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**

**Verification of Permanent Absence of Family Member**

If an adult member who was formerly a member of the household is reported permanently absent by the family, the PHA will consider any of the following as verification:

Husband or wife institutes divorce action.

Husband or wife institutes legal separation.

Order of protection/restraining order obtained by one family member against another.

Proof of another home address, such as utility bills, canceled checks for rent, drivers license, or lease or rental agreement, if available.

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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.

If the adult family member is incarcerated, a document from the Court or correctional facility should be obtained stating how long they will be incarcerated.

**\* If no other proof can be provided, the PHA will accept a self-certification from the head of household or the spouse or co-head, if the head is the absent member.**

**Verification of Change in Family Composition**

The PHA 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.**

**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)).

**Verification of Citizenship/Eligible Immigrant Status [24 CFR 5.508, 5.510,5.512, 5.514]**

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 PHA hearing is pending.

Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.

**\* The PHA will require citizens to provide documentation of citizenship.**

**\* Acceptable documentation will include at least one of the following original documents:**

**United States birth certificate**

**United States passport**

**Resident alien/registration card**

**Social Security card**

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.

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 PHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the PHA must request within ten days that the INS conduct a manual search.

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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.

Non-citizen 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/at the time of initial application.

**\* The PHA will not provide assistance to any family prior to the affirmative establishment and verification of the eligibility of the individual or at least one member of the family.**

**\* The PHA will verify the U.S. citizenship/eligible immigration status of all participants no later than the date of the family's first annual reexamination following the enactment of the Quality Housing and Work Responsibility Act of 1998.**

**\* For family members added after other members have been verified, the verification occurs at the first re-certification 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 PHA does not supply the documents, the PHA must conduct the determination.**

Extensions of Time to Provide Documents

The PHA **will not** grant an extension of **30 days** for families to submit evidence of eligible immigrant status.

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)

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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 immigrant status must be kept five years.

**\* The PHA 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 PHA 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** [24 CFR 5.216]

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:

A driver's license

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

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

Verification of benefits or Social Security Number from Social Security Administration

New family members ages six and older will be required to produce their Social Security Card or provide the



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substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the PHA.

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 PHA. The applicant/participant or family member will have an additional 14 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 PHA 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 a larger unit is necessary must be obtained from a reliable, knowledgeable professional.

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## Chapter 8

### VOUCHER ISSUANCE AND BRIEFINGS

[24 CFR 982.301, 982.302]

#### INTRODUCTION

The PHA's goals and objectives are designed to assure that families selected to participate are equipped with the tools necessary to locate an acceptable housing unit. Families are provided sufficient knowledge and information regarding the program and how to achieve maximum benefit while complying with program requirements. When eligibility has been determined, the PHA 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, PHA procedures, and how to lease a unit. The family will also receive a briefing packet which provides more detailed information about the program including the benefits of moving outside areas of poverty and minority concentration. This Chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

#### A. ISSUANCE OF VOUCHERS [24 CFR 982.204(d), 982.54(d)(2)]

When funding is available, the PHA will issue Vouchers to applicants whose eligibility has been determined. The number of Vouchers issued must ensure that the PHA stays as close as possible to 100 percent lease-up. The PHA performs a monthly calculation **manually** to determine whether applications can be processed, the number of Vouchers that can be issued, and to what extent the PHA can over-issue (issue more Vouchers than the budget allows to achieve lease up).

The PHA may over-issue Vouchers only to the extent necessary to meet leasing goals. All Vouchers which are over-issued must be honored. If the PHA finds it is over-leased, it must adjust future issuance of Vouchers in order not to exceed the ACC budget limitations over the fiscal year.

#### B. BRIEFING TYPES AND REQUIRED ATTENDANCE [24 CFR 982.301]

##### 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 **groups**. Families who attend group briefings and still have the need for individual assistance will be referred to Leased Housing Assistant.

Briefings will be conducted in English. \* **A Spanish interpreter will be present.**

The purpose of the briefing is to explain how the program works and the documents in the 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 PHA will not issue a Voucher to a family unless the household representative has attended a briefing and signed the 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 **2** scheduled briefings, without prior notification and approval of the

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PHA, may be denied admission based on failure to supply information needed for certification. The PHA will conduct individual briefings for families with disabilities at their home, upon request by the family, if required for reasonable accommodation.

**Briefing Packet** [24 CFR 982.301(b)]

The documents and information provided in the briefing packet for the Voucher program will comply with all HUD requirements. **The PHA also includes other information and/or materials which are not required by HUD.**

The family is provided with the following information and materials

The term of the voucher, and the PHA policy for requesting extensions or suspensions of the voucher (referred to as tolling).

A description of the method used to calculate the housing assistance payment for a family, including how the PHA determines the payment standard for a family; how the PHA determines total tenant payment for a family and information on the payment standard and utility allowance schedule. How the PHA determines the maximum allowable rent for an assisted unit. **including the rent reasonableness standard.**

Where the family may lease a unit. For family that qualifies to lease a unit outside the PHA jurisdiction under portability procedures, the information must include an explanation of how portability works.

The HUD required tenancy addendum, which must be included in the lease.

The Request for Approval of Tenancy form, and a description of the procedure for requesting approval for a unit.

A statement of the PHA policy on providing information about families to prospective owners.

The PHA Subsidy Standards including when and how exceptions are made **and how the voucher size relates to the unit size selected.**

The HUD brochure on how to select a unit **and/or the HUD brochure "A Good Place to Live" on how to select a unit that complies with HQS.**

The HUD brochure on lead-based paint.

Information on federal, State and local equal opportunity laws and a copy of the housing discrimination complaint form, and the phone numbers of the local fair housing agency and the HUD enforcement office.

A list of landlords or other parties willing to lease to assisted families or help in the search. The list includes landlords or other parties who are willing to lease units or help families find units outside areas of poverty or minority concentration.

If the family includes a person with disabilities, notice that the PHA will provide a list of available accessible units known to the PHA.

The Family Obligations under the program.

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The grounds on which the PHA may terminate assistance for a participant family because of family action or failure to act.

PHA informal hearing procedures including when the PHA is required to offer a participant family the opportunity for an informal hearing, and how to request the hearing.

Information packet including an explanation of how portability works, including a list of neighboring housing agencies with the name, address and telephone number of a portability contact person at each for use by families who move under portability. (required for PHAs in MSAs)

A map showing areas representing various income levels of the jurisdiction and surrounding areas for the purpose of expanding housing opportunities for families. (required for PHAs in MSAs)

Information regarding the PHA's outreach program which assists families who are interested in, or experiencing difficulty in obtaining available housing units in areas outside of minority concentrated locations.

A list of properties or property management organizations that own or operate housing units outside areas of poverty or minority concentration. (required for PHAs in MSAs)

**\* An Owner's Handbook, an HQS checklist and sample contract.**

**\* Procedures for notifying the PHA and/or HUD of program abuses such as side payments, extra charges, violations of tenant rights, and owner failure to repair.**

**\* The family's rights as a tenant and a program participant.**

**\* Requirements for reporting changes between annual re-certifications.**

**\* Information on security deposits and legal referral services.**

**\* 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 PHA will ensure compliance with CFR 8.6 to ensure effective communication.

**\*Move Briefing**

**\* A move briefing will be held for participants who will be reissued a Voucher to move, and who have been re-certified within the last 120 days, and have given notice of intent to vacate to their landlord. This briefing includes incoming and outgoing portable families.**

**\* Owner Briefing**

**\* Briefings are held for owners semi-annually. All new owners receive a personal invitation and current owners are notified by mail. Prospective owners are also welcome. The purpose of the briefing is to assure successful owner participation in the program. The briefing covers the responsibilities and roles of the three**

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parties.

**C. ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION**

At the briefing, families are encouraged to search for housing in non-impacted areas and the PHA will provide assistance to families who wish to do so.

**D. ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION**

The PHA will give participants a copy of HUD form 903 to file a complaint.

**E. SECURITY DEPOSIT REQUIREMENTS** [24 CFR 982.313]

**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 pre-merger 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 pre-merger Voucher Program, the owner, at his/her discretion, could have collected a Security Deposit in an amount not to exceed (PHA policy):

**\* The greater of 30% of adjusted monthly income or \$50 for non-lease-in-place families.**

**Leases Effective on or after October 2, 1995**

The owner is not required to but may collect a security deposit from the tenant.

Security deposits charged to families may be any amount the owner wishes to charge up to two months rent.

**\* Security deposits charged by owners may not exceed those charged to unassisted tenants.**

For lease-in-place families, responsibility for first and last month's rent is not considered a security deposit issue. In these cases, the owner should settle the issue with the tenant prior to the beginning of assistance.

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**F. TERM OF VOUCHER** [24 CFR 982.303, 982.54(d)(11)]

During the briefing session, each household will be issued a Voucher which represents a contractual agreement between the PHA 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 Voucher is valid for a period of at least sixty calendar days from the date of issuance. The family must submit a Request for Approval of the Tenancy and Lease within the sixty-day period unless an extension has been granted by the PHA.

If the Voucher has expired, and has not been extended by the PHA 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 Approval of Tenancy is received, the PHA **will not** deduct the number of days required to process the request from the 60 day term of the voucher.

**Extensions**

**\* The PHA will extend the term up to 120 days from the beginning of the initial term if the family needs and request an extension as a reasonable accommodation to make the program accessible to and usable by a family member with a disability.**

**\* A family may request a written request for an extension of the Voucher time period. All requests for extensions must be received prior to the expiration date of the Voucher.**

**\* Extensions are permissible at the discretion of the PHA up to a maximum of an additional 60 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 is required.**

**\*The family was prevented from finding a unit due to disability accessibility requirements or large size of 4 or more bedroom unit requirement.**

**Assistance to Voucher Holders**

Families who require additional assistance during their search may call the PHA Office to request assistance. Voucher holders will be notified at their briefing session that the PHA periodically updates the listing of available units and how the updated list may be obtained.

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The PHA will assist families with negotiations with owners and provide other assistance related to the families' search for housing.

**G. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS** 24 CFR 982.315]

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 Director of Leased Housing shall consider the following factors to determine which of the families will continue to be assisted:

- \* **Which of the two new family units has custody of dependent children.**
- \* **Which family members remain in the unit.**
- \* **Recommendations of social service professionals.**

Documentation of these factors will be the responsibility of the requesting parties.

If documentation is not provided, the PHA will terminate assistance on the basis of failure to provide information necessary for a re certification.

**H. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF VOUCHER** [24 CFR 982.315]

To be considered the remaining member of the tenant family, the person must have been previously approved by the PHA 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:**

- \* **The court has to have awarded emancipated minor status to the minor, or**
- \* **The PHA 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.**

A reduction in family size may require a reduction in the voucher family unit size.

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## Chapter 9

### REQUEST FOR APPROVAL OF TENANCY AND CONTRACT EXECUTION

[24 CFR 982.302]

#### **INTRODUCTION** [24 CFR 982.305(a)]

The PHA's program operations are designed to utilize available resources in a manner that is efficient and provides eligible families timely assistance based on the number of units that have been budgeted. The PHA's objectives include maximizing HUD funds by providing assistance to as many eligible families and for as many eligible units as the budget will allow.

After families are issued a voucher, they may search for a unit anywhere within the jurisdiction of the PHA, or outside of the PHA's jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments Contract with the PHA. This Chapter defines the types of eligible housing, the PHA's policies which pertain to initial inspections, lease requirements, owner disapproval, and the processing of Request for Lease Approval (RFLA).

#### **A. REQUEST FOR LEASE APPROVAL** [24 CFR 982.302, 982.305(b)]

The Request for Lease Approval (RFLA) and a copy of the proposed Lease, including the HUD prescribed tenancy addendum, must be submitted by the family during the term of the voucher. The family must submit the Request for Lease Approval in the form and manner required by the PHA.

The Request for Lease Approval must be signed by both the owner and Voucher holder.

**\* The PHA will not permit the family to submit more than one RFLA at a time.**

The PHA will review the proposed lease and the Request for Lease Approval documents to determine whether or not they are approvable. The Request will be approved if:

The unit is an eligible type of housing

The unit meets HUD's Housing Quality Standards (and any additional criteria as identified in this Administrative Plan)

The rent is reasonable

The Security Deposit is approvable in accordance with any limitations in this plan.

The proposed lease complies with HUD and PHA requirements (See "Lease Review" section below).

The owner is approvable, and there are no conflicts of interest (See "Owner Disapproval" section below). In addition to the above, at the time a family initially receives assistance (new admissions and moves), the family share of rent



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may not exceed 40 percent of the family monthly adjusted income (See "Owner Rents, Rent Reasonableness and Payment Standards" chapter of this Administrative Plan).

### **Disapproval of RFLA**

If the PHA determines that the Request cannot be approved for any reason, the landlord and the family will be notified in writing. The PHA will instruct the owner and family of the steps that are necessary to approve the Request.

The owner will be given 3 calendar days to submit an approvable RFLA from the date of disapproval.

When, for any reason, an RFLA is not approved, the PHA will furnish another RFLA form to the family along with the notice of disapproval so that the family can continue to search for eligible housing.

### **B. ELIGIBLE TYPES OF HOUSING** [24 CFR 982.353, 982.54(d)(15)]

The PHA will approve any of the following types of housing in the Voucher program:

All structure types can be utilized.

The PHA may not permit a Voucher holder to lease a unit which is receiving Project-Based Section 8 assistance or any duplicative rental subsidies.

### **C. LEASE REVIEW** [24 CFR 982.308]

The PHA will review the lease, particularly noting the approvability of optional charges and compliance with regulations and State and local law. The tenant also must have legal capacity to enter a lease under State and local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the on the Request For Lease Approval.

The family and owner must submit a standard form lease used in the locality by the owner and that is generally used for other unassisted tenants in the premises. The terms and conditions of the lease must be consistent with State and local law. The lease must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family. The HUD prescribed tenancy addendum must be included in the lease word-for-word before the lease is executed.

**\*House Rules of the owner may be attached to the lease as an addendum, provided they are approved by the PHA to ensure they do not violate any fair housing provisions and do not conflict with the tenancy addendum.**

### **Actions Before Lease Term**

All of the following must always be completed before the beginning of the initial term of the lease for a unit:

The PHA has inspected the unit and has determined that the unit satisfies the HQS;

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The landlord and the tenant have executed the lease, including the HUD-prescribed tenancy addendum;

The PHA has approved leasing of the unit in accordance with program requirements

**D. 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.

The family is not liable under the lease for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction.

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 PHA.

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, appliance or other item.

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 PHA. If agreements are entered into at a later date, they must be approved by the PHA and attached to the lease.

**E. INITIAL INSPECTIONS** [24 CFR 982.305(a) & (b)]

See "Housing Quality Standards and Inspections" chapter of this Administrative Plan.

**F. RENT LIMITATIONS** [24 CFR 982.503]

The PHA 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 unassisted unit in the building or premises.

**G. DISAPPROVAL OF PROPOSED RENT** [24 CFR 982.502]

In any of the programs, if the proposed Gross Rent is not reasonable, at the family's request, the PHA will negotiate with the owner to reduce the rent to a reasonable rent.

At the family's request, the PHA will negotiate with the owner to reduce the rent or include some or all of

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the utilities in the rent to owner.

If the rent can be approved after negotiations with the owner , the PHA will continue processing the Request for Lease Approval . If the revised rent involves a change in the provision of utilities, a new Request for Lease Approval will be submitted by the owner.

If the owner does not agree on the Rent to Owner after the PHA has tried and failed to negotiate a revised rent, the PHA will inform the family and owner that the lease is disapproved.

**H. INFORMATION TO OWNERS** [24 CFR 982.307(b), 982.54(d)(7)]

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

**\* The PHA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.**

The PHA 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, payment of utility bills, eviction history, respecting the rights of other residents, damage to units, drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy.

**\* The PHA will furnish prospective owners with information about the family's rental history, or any history of drug trafficking at the owner's request.**

**\* The PHA will provide the following information, based on documentation in its possession:**

**\* Eviction history**

**\* Damage to rental units**

**\* Other aspects of tenancy history; unauthorized person in unit; non-payment of rent**

**\* Drug trafficking by family members**

The information will be provided for the last 5 years.

The information will be provided **orally**.

Only the Director of Leased Housing and Leased Housing Assistant may provide this information.

**I. OWNER DISAPPROVAL** [24 CFR 982.306]

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See Chapter on "Owner Disapproval and Restriction."

**J. CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE**

When the family reports changes in factors that will affect the Total Family Share prior to the effective date of the HAP contract at admission, the information will be verified and the Total Family Share will be recalculated. If the family does not report any change, the PHA need not obtain new verifications before signing the HAP Contract, even if verifications are more than 60 days old.

**K. CONTRACT EXECUTION PROCESS** [24 CFR 982.305(c)]

The PHA prepares the Housing Assistance Contract and lease addendum for execution. The family and the owner will execute the Lease agreement, and the owner and the PHA will execute the HAP Contract. Copies of the documents will be furnished to the parties who signed the respective documents. The PHA will retain a copy of all signed documents..

The PHA 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 payments will be made until the contract is executed.

The following PHA representative is authorized to execute a contract on behalf of the PHA: Director of Leased Housing.

**\* Owners must provide the current address of their residence (not a Post Office box).**

Owners must provide a Tax Identification Number or Social Security Number.

**\* The owner must provide a home telephone number and business number if applicable.**

Unless their lease was effective prior to June 17, 1998, a family may not lease properties owned by a parent, child, grandparent, grandchild, sister or brother of any family member. The PHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.

**L. CHANGE IN OWNERSHIP**

See "Owner Disapproval and Restriction" chapter.

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## Chapter 10

### HOUSING QUALITY STANDARDS AND INSPECTIONS

[24 CFR 982.401]

#### INTRODUCTION

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. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract.

The PHA will inspect each unit under contract at least annually. The PHA will also have an inspection supervisor perform quality control inspections on the number of files required for file sampling by SEMAP annually to maintain the PHA's required standards and to assure consistency in the PHA's program. This Chapter describes the PHA's procedures for performing HQS and other types of inspections, and PHA 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. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and PHA requirements. (See the additions to HQS listed under "Acceptability Criteria and Exceptions to HQS" later in this chapter.)

#### A. GUIDELINES/TYPES OF INSPECTIONS [24 CFR 982.401(a), 982.405]

**\* The PHA has adopted local requirements of acceptability in addition to those mandated by the HUD Regulations.**

**\* All units must meet the minimum standards set forth in the Meriden Building/Housing Code. In cases of inconsistency between the Code and these HQS, the stricter of the two shall prevail.**

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards. The PHA will not promote any additional acceptability criteria which is likely to adversely affect the health or safety of participant families, or severely restrict housing choice.

**\* All utilities must be in service prior to the effective date of the HAP contract. If the utilities are not in service at the time of inspection, the Inspector will notify the tenant or owner (whomever is responsible for the utilities according to the RFLA) to have the utilities turned on.** The Inspector will schedule a re-inspection.

**\* If the tenant is responsible for supplying the stove and/or the refrigerator, the PHA will allow the stove and refrigerator to be placed in the unit after the unit has passed all other HQS.** The family must then certify that the appliances are in the unit and working. **The PHA will conduct a re-inspection.**

There are five types of inspections the PHA will perform:

1. Initial/Move in: Conducted upon receipt of Request for Lease Approval.
2. Annual: Must be conducted within twelve months of the last annual inspection.

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3. Move-Out/Vacate (for pre 10/2/95 contracts where there could be damage claims)
  4. Special/Complaint: At request of owner, family or an agency or third-party.
  5. Quality Control

## **B. INITIAL HQS INSPECTION [24 CFR 982.401(a)]**

### **Timely Initial HQS Inspection**

The PHA will inspect the unit, determine whether the unit satisfies the HQS and notify the family and owner of the determination within 7 days after the family and the owner have submitted a request for lease approval.

The same 7 day clock will be suspended during any period when the unit is not available for inspection.

**\* For file audit purposes, the PHA will note in each tenant file, the date on which the unit first became available for inspection according to information obtained from the RFLA.**

The PHA will inspect the unit, determine whether the unit satisfies the HQS and notify the family and owner of the determination within 7 days.

**\* The PHA will make every reasonable effort to conduct initial HQS inspections for the family and owner in a manner that is time efficient and indicative of good customer service.**

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 to assist in future evaluations whether the 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 PHA once repairs are completed.

On an initial inspection, the owner will be given up to 30 days or Lease up date to correct the items noted as Fail, at the Inspector's discretion, depending on the amount and complexity of work to be done.

The owner will be allowed up to 1 re-inspection 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 re inspections has occurred, the family must select another unit.

## **C. ANNUAL HQS INSPECTIONS [24 CFR 982.405(a)]**

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The PHA conducts an inspection in accordance with Housing Quality Standards at least annually, at least 30 days prior to the last annual inspection, so that the inspections are conducted at least annually, as required by SEMAP. 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 must allow the PHA to inspect the unit at reasonable times with reasonable notice. [24 CFR 982.51 (d)]

**\*Inspections will be conducted on business days only.**

**\*Reasonable hours to conduct an inspection are between 9:00 a.m. and 4:00 p.m.**

**\* The PHA will notify the family in writing.**

Inspection: The family is notified of the date and time of the inspection appointment by mail. If the family is unable to be present, they must reschedule the appointment so that the inspection is completed within 7 days.

**\*If the family does not contact the PHA to reschedule the inspection, or if the family misses 2 inspection appointments, the PHA 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. \* The family will be allowed to miss 2 appointments without violating a family obligation.**

**\* The family is also notified that it is a Family Obligation to allow the PHA to inspect the unit. If the family was responsible for a breach of HQS identified in the "Denial or Termination of Assistance" chapter of this Administrative Plan, they will be advised of their responsibility to correct.**

#### **Time Standards for Repairs**

Emergency items which endanger the family's health or safety must be corrected by the owner within 24 hours of notification. (See Emergency Repair Items section.)

For non-emergency items, repairs must be made within 30 days.

For major repairs, the Director of Leased Housing may approve an extension beyond 30 days.

#### **Rent Increases**

Rent to owner increases may not be approved if the unit is in a failed condition.

#### **D. MOVE OUT/VACATE**

**\*A move out inspection will be performed only at the landlord's request if a claim for damage is to be submitted for contracts effective before 10/2/95.**

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**E. SPECIAL/COMPLAINT INSPECTIONS** [24 CFR 982.405(c)]

If at any time the family or owner notifies the PHA that the unit does not meet Housing Quality Standards, the PHA will conduct an inspection.

**\*The PHA may also conduct a special inspection based on information from third parties such as neighbors or public officials.**

The PHA 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.

**F. QUALITY CONTROL INSPECTIONS** [24 CFR 982.405(b)]

Quality Control inspections will be performed by the Director of Leased Housing or Leased Housing Assistant on the number of files required by SEMAP. The purpose of Quality Control inspections is to ascertain that the inspector is conducting accurate and complete inspections.

The sampling of files will include recently completed inspections (within the prior 3 months), a cross-section of neighborhoods.

**G. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS** [24 CFR 982.401 (a)]

The PHA adheres to the acceptability criteria in the program regulations **and local codes with the additions described below.**

**\* Local Codes** [24 CFR 982.401(a)(4)]

All units must have current Certificate of Compliance with the City and must provide a copy to the MHA for file.

Additions

Walls:

**\* In areas where plaster or drywall is sagging, severely cracked or otherwise damaged, it must be repaired or replaced.**

**\* Any exterior or interior surfaces with peeling or chipping paint must be corrected and painted with two coats of unleaded paint or other suitable material.**

Windows:

**\* All window sashes must be in good condition, solid and intact, and fit properly in the window frame. Damaged or deteriorated sashes must be replaced.**

**\* Windows must be weather-stripped as needed to ensure a watertight seal.**



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**\* Window screens must be in good condition. (Applies only if screens are present)**

**\* Any room for sleeping must have a window.**

Doors:

**\* All exterior doors must be weather-tight to avoid any air or water infiltration, be lockable, have no holes, have all trim intact, and have a threshold.**

**\* All interior doors must have no holes, have all trim intact, and be openable without the use of a key.**

**\* All rooms used for sleeping must have a door or a curtain for privacy.**

Floors:

**\* All wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be re-secured and made level. If they cannot be leveled, they must be replaced.**

**\* All floors must be in a finished state (no plywood).**

**\* All floors should have some type of baseshoe, trim, or sealing for a "finished look." Vinyl baseshoe may be used for kitchens and bathrooms.**

Sinks:

**\* All sinks and commode water lines must have shut off valves, unless faucets are wall mounted.**

**\* All worn or cracked toilet seats and tank lids must be replaced and toilet tank lid must fit properly.**

**\* All sinks must have functioning stoppers.**

Security:

**\* If window security bars or security screens are present on emergency exit window, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.**

**\* Tenants are responsible for providing and replacing old batteries for battery powered units. Tenants will be instructed not to tamper with smoke detectors or remove batteries.**

Bedrooms:

**\* Bedrooms in basements or attics are not allowed unless they meet local code requirements and must have adequate ventilation and emergency exit capability.**

Modifications

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**\* Modifications or adaptations to a unit due to a disability must meet all applicable HQS and building codes.**

**\*Extension for repair items not required by HQS will be granted for modifications/adaptations to the unit if agreed to by the tenant and landlord. PHA will allow execution of the HAP contract if unit meets all requirements and the modifications do not affect the livability of the unit.**

**H. EMERGENCY REPAIR ITEMS** [24 CFR 982.401(a)]

The following items are considered of an emergency nature and must be corrected by the owner or tenant (whoever is responsible) within 24 hours of notice by the Inspector:

- \* Lack of security for the unit**
- \* Waterlogged ceiling in imminent danger of falling**
- \* Major plumbing leaks or flooding**
- \* Natural gas leak or fumes**
- \* Electrical problem which could result in shock or fire**
- \* No heat when outside temperature is below 40 degrees Fahrenheit and temperature inside unit is below 68 degrees Fahrenheit.**
- \* Utilities not in service**
- \* No running hot water**
- \* Obstacle which prevents tenant's entrance or exit**
- \* Lack of functioning toilet**

**\* The PHA may give a short extension (not more 24 additional hours) whenever the responsible party cannot be notified or it is impossible to effect the repair within the 24-hour period.**

**\* In those cases where there is leaking gas or potential of fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to make the repair, proper authorities will be notified by the PHA.**

If the emergency repair item(s) are not corrected in the time period required by the PHA, and the owner is responsible, the housing assistance payment will be abated and the HAP contract will be terminated.

If the emergency repair item(s) are not corrected in the time period required by the PHA, and it is an HQS breach which is a family obligation, the PHA will terminate the assistance to the family.

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### Smoke Detectors

- \* **Inoperable smoke detectors are a serious health threat and will be treated by the PHA as an emergency (24 hour) fail item.**
- \* **If the smoke detector is not operating properly the PHA will contact the owner by phone and request the owner to repair the smoke detector within 24 hours. The PHA will re-inspect the unit the following day.**
- \* **If the PHA determines that the family has purposely disconnected the smoke detector (by removing batteries or other means) , the family will be required to repair the smoke detector within 24 hours and the PHA will re-inspect the unit the following day.**
- \* **The PHA will issue a written warning to any family determined to have purposely disconnected the unit's smoke detector. Warning will state that deliberate disconnection of the unit's smoke detector is a health and fire hazard and is considered a violation of the HQS.**

### I. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS) [24 CFR 982.405, 982.453]

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 PHA, 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 30 days, depending on the nature of the repair(s) needed.

The PHA will inspect abated units within **5** 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 family will be notified of the re-inspection date and requested to inform the owner.**

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 PHA's portion of rent that is abated.**

#### \* Reduction of Payments

- \* **The PHA 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.**

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\* **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. The owner must submit a written request for an extension. At the end of that time, At the PHA's discretion, if the work is not completed or substantially completed, the PHA will begin the abatement.**

### **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 Proposed 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 may be rescinded by the PHA if the tenant chooses to remain in the unit. **Only one** Housing Quality Standards inspection will be conducted after the termination notice is issued.

### **J. DETERMINATION OF RESPONSIBILITY** [24 CFR 982.404, 982.54(d)(14)]

Certain HQS 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

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 PHA may terminate the family's assistance on that basis.

\* **The inspector will make a determination of owner or family responsibility during the inspection. \* The owner or tenant may appeal this determination to the Director of Leased Housing within 5 days of the inspection notification.**

\* **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.**

### **K. CONSEQUENCES IF FAMILY IS RESPONSIBLE** [24 CFR 982.404(b)]

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If emergency or non-emergency violations of HQS are determined to be the responsibility of the family, the PHA 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 PHA will terminate assistance to the family, after providing an opportunity for an informal hearing. Extensions in these cases must be approved by the Director of Leased Housing. 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.

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## Chapter 11

### OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

[24 CFR 982.505, 982.503, 982.504, 982.505]]

#### INTRODUCTION

The policies in this chapter reflect the amendments to the HUD regulations, which were implemented by the Quality Housing and Work Responsibility Act of 1998 for the Section 8 Tenant-Based Assistance Program. These amendments became effective on October 1, 1999, which is referred to as the “merger date”. These amendments complete the merging of the Section 8 Certificate and Voucher Programs into one program, called the Housing Choice Voucher Program.

In accordance with the regulations, for those Section 8 participant families where there is a HAP Contract in effect entered into prior to October 1, 1999, the PHA will continue to uphold the rent calculation methods of the pre-merger Regular Certificate, and Voucher tenancies until the 2<sup>nd</sup> regular reexamination of family income and composition following the “merger date”. However, all new leases, moves and new admissions taking effect on or after October 1, 1999 will be subject to the regulations of the new Housing Choice Voucher Program.

The PHA will determine rent reasonableness in accordance with 24 CFR 982.507(a). It is the PHA's responsibility to ensure that the rents charged by owners are reasonable based upon unassisted comparables in the rental market, using the criteria specified in 24 CFR 982.507(b).

This Chapter explains the PHA's procedures for determination of rent-reasonableness, payments to owners, adjustments to the Payment Standards, and rent adjustments.

#### A. RENT TO OWNER IN THE HOUSING CHOICE VOUCHER PROGRAM

The Rent to Owner is limited only by rent reasonableness. The PHA must demonstrate that the Rent to Owner is reasonable in comparison to rent for other comparable unassisted units.

The only other limitation on rent to owner is the maximum rent standard at initial occupancy (24 CFR 982.508). At the time a family initially receives tenant-based assistance for occupancy of a dwelling unit, whether it is a new admission or a move to a different unit, the family share may not exceed 40 percent of the family's monthly adjusted income.

During the initial term of the lease, the owner may not raise the rent to tenant.

#### B. MAKING PAYMENTS TO OWNERS [24 CFR 982.451]

Once the HAP Contract is executed, the PHA begins processing payments to the landlord. A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. Changes are made **automatically** to the

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HAP Register for the following month. Checks are disbursed by Leased Housing Department to the owner each month. Checks **may not** be picked up by owner at the PHA.

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.

### **Excess Payments**

The total of rent paid by the tenant plus the PHA housing assistance payment to the owner may not be more than the rent to owner. The owner must immediately return any excess payment to the PHA.

Owners who do not return excess payments will be subject to penalties as outlined in the "Owner or Family Debts to the PHA" chapter of this Administrative Plan.

### **Late Payments to Owners**

**\* Therefore, in keeping with generally accepted practices in the local housing market, the PHA must make housing assistance payments to the owner promptly and in accordance with the HAP contract.**

**\*The PHA will pay a \$25.00 late fee to the owner for housing assistance payments that are not mailed to the owner by the 10th day of the month, if requested by the owner.** \* Checks that are held in abatement are not subject to a \$25.00 late fee if check is released after the 10<sup>th</sup> of the month.

\* Checks that are held pending execution of HAP contract and lease are not subject to a \$25.00 late fee if HAP and lease execution occur after the 10<sup>th</sup> of the month.

Proof of "Mailed to" date will be the:

**\*checks were actually mailed as per documented on HAP Register**

Proof of "Received by Owner" will be:

**\*5 calendar days after date of mailing by PHA**

**\*date stamp on envelope**

The PHA will not be obligated to pay any late payment penalty if HUD determines that late payment is due to factors beyond the PHA's control, such as a delay in the receipt of program funds from HUD. The PHA will use administrative fee income or the administrative fee reserve as its only source for late payment penalty.

The PHA will not use any program funds for the payment of late fee penalties to the owner.

## **C. RENT REASONABLENESS DETERMINATIONS** [24 CFR 982.507]

The PHA will determine and document on a case-by-case basis that the approved rent is reasonable in comparison to rent for other comparable unassisted units in the market. This applies to all programs.





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**PHA utilizes a rent reasonableness system which includes and defines the HUD factors listed above.**

The PHA maintains a **notebook** which includes data on unassisted units for use by staff in making rent reasonableness determinations. The data is updated on an ongoing basis and purged when it is more than 15 months old

**D. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM** [24 CFR 982.503]

The Payment Standard is used to calculate the housing assistance payment for a family. In accordance with HUD regulation, and at the PHA's discretion, the Voucher Payment Standard amount is set by the PHA between 90 percent and 110 percent of the HUD published FMR. This is considered the basic range. The PHA reviews the appropriateness of the Payment Standard annually when the FMR is published. In determining whether a change is needed, the PHA will ensure that the Payment Standard is always within the range of 90 percent to 110 percent of the new FMR, unless an exception payment standard has been approved by HUD.

The PHA will establish a single voucher payment standard amount for each FMR area in the PHA jurisdiction. For each FMR area, the PHA will establish payment standard amounts for each "unit size". The PHA may have a higher payment standard within the PHA's jurisdiction if needed to expand housing opportunities outside areas of minority or poverty concentration, as long as the payment standard is within the 90-110% of FMR range.

The PHA may approve a higher payment standard within the basic range, if required as a reasonable accommodation for a family that includes a person with disabilities.

**E. ADJUSTMENTS TO PAYMENT STANDARDS** [24 CFR 982.503]

Payment Standards may be adjusted, within HUD regulatory limitations, to increase Housing Assistance Payments in order to keep families' rents affordable. The PHA will not raise Payment Standards solely to make "high end" units available to Voucher holders. The PHA may use some or all of the measures below in making its determination whether an adjustment should be made to the Payment Standards.

**Assisted Families' Rent Burdens**

**\*The PHA will review its voucher payment standard amounts at least annually to determine whether more than 40 percent of families in a particular unit size are paying more than 30% of their annual adjusted income for rent.**

**\* If it is determined that particular unit sizes in the PHA's jurisdiction have payment standard amounts that are creating rent burdens for families, the PHA will modify its payment standards for those particular unit sizes.**

**Quality of Units Selected**

The PHA will review the quality of units selected by participant families when making the determination of the percent of income families are paying for housing, to ensure that Payment Standard increases are only made when

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needed to reach the mid-range of the market.

### **PHA Decision Point**

The PHA will review the average percent of income that families on the program are paying for rent. If more than **40%** of families are paying more than 30% of monthly adjusted income for a particular unit size, the PHA will determine whether families are renting units larger than their voucher size, and whether families are renting units which exceed HUD's HQS and any additional standards added by the PHA in this Administrative Plan.

If families are paying more than 30% of their income for rent due to the selection of larger bedroom size units or luxury units, the PHA may decline to increase the payment standard. **If these are not the primary factors for families paying higher rents, the PHA will continue increasing the payment standard.**

### **Rent to Owner Increases**

The PHA may review a sample of the units to determine how often owners are increasing rents and the average percent of increase by bedroom size.

### **Time to Locate Housing**

The PHA may consider the average time period for families to lease up under the Voucher program. If more than 40% of Voucher holders are unable to locate suitable housing within the term of the voucher and the PHA determines that this is due to 50% of rents in the jurisdiction being unaffordable for families even with the presence of a voucher the Payment Standard may be adjusted.

### **Lowering of the Payment Standard**

Lowering of the FMR may require an adjustment of the Payment Standard. Additionally, statistical analysis may reveal that the Payment Standard should be lowered. In any case, the Payment Standard will not be set below 90 percent of the FMR without authorization from HUD.

### **Financial Feasibility**

Before increasing the Payment Standard, the PHA may review the budget to determine the impact projected subsidy increases would have on funding available for the program and number of families served.

For this purpose, the PHA will compare the number of families who could be served under a higher Payment Standard with the number assisted under current Payment Standards.

### **File Documentation**

A file will be retained by the PHA for at least three years to document the analysis and findings to justify whether or not the Payment Standard was changed.

## **F. EXCEPTION PAYMENT STANDARDS**

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PHA does not have exception area at this time.

**G. OWNER PAYMENT IN THE PREMERGER REGULAR CERTIFICATE PROGRAM** [24 CFR 982.502(d)]

The HUD regulations relating to owner rent adjustments applicable to the Regular Tenancy Program will be used until the HAP Contract is no longer effective which will be no later than the second regular reexamination of the family after the merger date. Here is where we insert information about the Rent Adjustments for these contracts.

The PHA will not notify owners of their right to request a rent adjustment.

Owners must request the rent increase in writing . Any increase will be effective the later of (1) the anniversary date of the Contract, or (2) at least 60 days after the owner's request is received.

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.

The notice of rent change does not affect the automatic renewal of the lease and does not require a new lease or contract or even an executed amendment.

For terminations of Pre-merger Regular Certificate HAPS, see "Contract Terminations" chapter.

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## Chapter 12

### RECERTIFICATIONS

[24 CFR 982.516]

#### INTRODUCTION

In accordance with HUD requirements, the PHA will reexamine the income and household composition of all families at least annually. Families will be provided accurate annual and interim rent adjustments. Re-certifications and interim examinations will be processed in a manner that ensures families are given reasonable notice of rent increases. All annual activities will be coordinated in accordance with HUD regulation. It is a HUD requirement that families report all changes in household composition. This Chapter defines the PHA's policy for conducting annual re-certifications and coordinating annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

#### A. ANNUAL ACTIVITIES [24 CFR 982.516, 982.405]

There are three activities the PHA must conduct on an annual basis.

Re-certification of Income and Family Composition

HQS Inspection

Rent to Owner Adjustment (following HUD requirements Regular Tenancy Certificate only)

The PHA produces a monthly listing of units under contract to ensure that timely reviews of rent to owner, housing quality, and factors related to Total Tenant Payment/Family Share can be made. Requests for rent adjustments and other monetary changes will be transmitted to the **Leased Housing Department**.

Reexamination of the family's income and composition must be conducted at least annually.

Annual inspections: See "Housing Quality Standards and Inspections" chapter.

Rent Adjustments: See "Owner Rents, Rent Reasonableness and Payment Standards" chapter.

#### B. ANNUAL RECERTIFICATION/REEXAMINATION [24 CFR 982.516]

Families are required to be re-certified 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.

#### Pre-Merger Reexamination Issues

For all pre-merger tenancies the rent calculation methods will not change until the effective date of the second regular reexamination of family income and composition, following the merger date, unless the family moves or accepts a new lease from the owner.

If there has been an increase in the payment standard prior to the effective date of the first regular reexamination of

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a pre-merger Voucher or Over Fair Market Rent Tenancy Certificate following the merger date, the family will receive the benefit of the higher payment standard, provided there has not been a change in family size or composition that would require the PHA to adjust the family unit size.

### **Moves Between Reexaminations**

When families move to another dwelling unit:

- \* The anniversary date for the re-certification will be lease date.**

Income limits are not used as a test for continued eligibility at re-certification.

### **Reexamination Notice to the Family**

The PHA will maintain a reexamination tracking system and the household will be notified by mail of the date and time for their interview at least **90** days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the PHA will provide the notice in an accessible format. The PHA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

### **Procedure**

The PHA's procedure for conducting annual re-certifications will be:

- \* Schedule the date and time of appointments and mail a notification to the family.**

### **Completion of Annual Re-certification**

The PHA will have all re-certifications for families completed before the anniversary date. This includes notifying the family of any changes in rent at least 30 days before the scheduled date of the change in family rent.

### **Persons with Disabilities**

Persons with disabilities who are unable to come to the PHA's office will be granted an accommodation by conducting the interview **at the person's home or by mail**, upon verification that the accommodation requested meets the need presented by the disability.

### **Collection of Information** [24 CFR 982.516(f)]

The PHA has established appropriate re-certification procedures necessary to ensure that the income data provided by families is complete and accurate.

- \* The PHA will allow the family to complete the re-certification form.**

### **Requirements to Attend**

The following family members will be required to attend the re-certification interview:

- \* The head of household only**

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If the head of household is unable to attend the interview:

- \* **The appointment will be rescheduled**

#### **Failure to Respond to Notification to Re-certify**

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 14 days prior to the interview.

If the family does not appear for the re-certification interview, and has not rescheduled or made prior arrangements with the PHA, the PHA **will** reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the PHA will:

- \* **Send family notice of termination and offer them an informal hearing**
- \* **Exceptions to these policies may be made by Director of Leased Housing if the family is able to document an emergency situation that prevented them from canceling or attending the appointment or if requested as a reasonable accommodation for a person with a disability.**

#### **Documents Required From the Family**

In the notification letter to the family, the PHA will include instructions for the family to bring the following:

- \* **Bank Statements**
- \* **Completed Employer Verification Form**
- \* **Documentation of all assets**
- \* **Documentation of any deductions/allowances**
- \* **Personal Declaration Form completed by head of household**
- \* **Social Security Cards and Birth Certificates**
- \* **Social Security/SSI verification**
- \* **State Budget Sheet**

#### **Verification of Information**

The PHA will follow the verification procedures and guidelines described in this Plan. Verifications for reexaminations must be less than **90** days old.

#### **Tenant Rent Increase**

If tenant rent increases, a thirty day notice is mailed to the family prior to the scheduled effective date of the annual

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re-certification.

If less than thirty days are remaining before the scheduled effective date of the annual re-certification, 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 scheduled effective date of the annual re-certification.

### **Tenant Rent Decreases**

If tenant rent decreases, 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 PHA.

### **C. REPORTING INTERIM CHANGES** [24 CFR 982.516]

Program participants must report all changes in household composition to the PHA between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain PHA approval prior to all other additions to the household.

If any new family member is added, family income must include any income of the new family member. The PHA will conduct a reexamination to determine such additional income and will make the appropriate adjustments in the housing assistance payment and family unit size.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular re-certification after moving into the unit.

### **Increases in Income**

#### **Interim Reexamination Policy**

The PHA **will** conduct interim reexaminations when families have an increase or decrease in income.

**\* Families will be required to report all increases in income/assets** within 30 days of the increase.

**\* Families will be required to report increases in household income of more than \$10.00 per month.**

### **Decreases in Income**

Participants may report a decrease in income and other changes which would reduce the amount of tenant rent, such as an increase in allowances or deductions. The PHA must calculate the change if a decrease in income is reported.

### **PHA Errors**

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If the PHA makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination will be conducted, if necessary, to correct the error, but the family will not be charged retroactively. Families will be given decreases, when applicable, retroactive to when the decrease for the change would have been effective if calculated correctly.

**D. OTHER INTERIM REPORTING ISSUES**

An interim reexamination does not affect the date of the annual re-certification.

An interim reexamination will be scheduled for families with **zero** income every **90** days.

**\* In the following circumstances, the PHA may conduct the interim re-certification by mail:**

**\* As a reasonable accommodation when requested. (See "Statement of Policies and Objectives" chapter)**

**E. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS**

The PHA will not reduce the family share of rent for families whose welfare assistance is reduced specifically because of:

fraud; or

failure to participate in an economic self-sufficiency program; or

noncompliance with a work activities requirement

However, the PHA will reduce the rent if the welfare assistance reduction is a result of:

The expiration of a lifetime time limit on receiving benefits; or

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment

The PHA will notify affected families that they have the right to an informal hearing regarding these requirements.

(See "Verification Procedures" chapter.)

**F. NOTIFICATION OF RESULTS OF RECERTIFICATIONS** [HUD Notice PIH 98-6]

The HUD form 50058 will be completed and transmitted as required by HUD.



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The Notice of Rent Change is mailed to the owner and the tenant. Signatures **are** required by the PHA. If the family disagrees with the rent adjustment, they may request an informal hearing.

**G. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)** [24 CFR 982.516(c)]

**Standard for Timely Reporting of Changes**

The PHA requires that families report interim changes to the PHA within **30** 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 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 PHA 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 of the month following that in which the change is reported. \* **However, no rent reductions will be processed until all the facts have been verified, even if a retroactive adjustment results.**

**\* The change will not be made until the third party verification is received.**

**Procedures when the Change is Not Reported by the Family in a 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 **sign a Repayment Agreement**.

Decrease in Tenant Rent will be effective on the first of the month following the month that the change was reported.

**Procedures when the Change is Not Processed by the PHA 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 PHA 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 PHA.

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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.

**H. CHANGES IN VOUCHER SIZE AS A RESULT OF FAMILY COMPOSITION CHANGES** [24 CFR 982.516(c)]

(See "Subsidy Standards" chapter.)

**I. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES** [24 CFR 5.518]

Under the Non-citizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

**\*The Non-citizens rule was implemented prior to November 29, 1996, and "Mixed" families who were participants as of June 19, 1995, shall continue receiving full assistance if they meet all of the following criteria:**

**The head of household or spouse is a U.S. citizen or has eligible immigrant status; AND**

**All members of the family other than the head, the spouse, parents of the head or 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.**

**J. MISREPRESENTATION OF FAMILY CIRCUMSTANCES**

If any participant deliberately misrepresents the information on which eligibility or tenant rent is established, the PHA may terminate assistance and may refer the family file/record to the proper authorities for appropriate disposition. (See Program Integrity Addendum.)

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## **Chapter 13**

### **MOVES WITH CONTINUED ASSISTANCE/PORTABILITY**

[24 CFR 982.314, 982.353, 982.355(a)]

#### **INTRODUCTION**

HUD regulations permit families to move with continued assistance to another unit within the PHA's jurisdiction, or to a unit outside of the PHA's jurisdiction under Portability procedures. The regulations also allow the PHA 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 PHA's jurisdiction, and the policies for restriction and limitations on moves.

#### **A. ALLOWABLE MOVES**

A family may move to a new unit with continued assistance if:

The assisted lease for the old unit has terminated because the PHA has terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family.

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).

The family has given proper notice of lease termination (and if the family has a right to terminate the lease on notice to owner).

#### **B. RESTRICTIONS ON MOVES** [24 CFR 982.314, 982.552(a)]

**\* Families will not be permitted to move within the PHA's jurisdiction during the initial year of assisted occupancy.**

**\* Families will be permitted to move outside the PHA'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 PHA will deny permission to move if there is insufficient funding for continued assistance.

The PHA **will** deny permission to move if:

**\* The family has violated a Family Obligation.**

**\* The family owes the PHA money.**

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**\* The Director of Leased Housing may make exceptions to these restrictions if there is an emergency reason for the move over which the participant has no control. The Director of Leased Housing will review on an individual basis any extenuating circumstances. In the event that the tenant has been in the unit less than a 12 month period and the Director of Leased Housing approves a move the tenant and the owner must sign and have notarized a Mutual Recission of Lease provided by this office.**

**C. PROCEDURE FOR MOVES** [24 CFR 982.314]

**Issuance of Voucher**

Subject to the restrictions on moves, if the family has not been re-certified within the last **120** days, the PHA will issue the voucher to move **after conducting the re-certification**.

If the family does not locate a new unit, they may remain in the current unit so long as the owner permits.

**\* The annual re-certification 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 PHA proper written notice of any intent to move. Notice of Intent to Vacate is provided by this office and must be signed by family and owner.**

The family must give the owner the required number of days written notice of intent to vacate specified in the lease and must give a copy to the PHA simultaneously.

For units under a Certificate HAP 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 PHA.

**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. 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** [24 CFR 982.353]

Portability applies to families moving out of or into the PHA's jurisdiction within the United States and its territories.

**E. OUTGOING PORTABILITY** [24 CFR 982.353, 982.355]

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Within the limitations of the regulations and this policy, a participant family has the right to receive tenant-based voucher assistance to lease a unit outside the PHA's jurisdiction, anywhere in the United States, in the jurisdiction of a PHA with a tenant-based program. When a family requests to move outside of the PHA's jurisdiction, the request must specify the area to which the family wants to move.

### **Restrictions on Portability**

#### **Applicants**

If neither the head or spouse had a domicile (legal residence) in the PHA's jurisdiction at the date of their initial application for assistance, the family **will** not be permitted to exercise portability upon initial issuance of a voucher, unless the PHA approves such move. [NOTE: legal domicile is defined by local government.]

Upon initial issuance of a voucher the family must be income eligible under the receiving PHA income limits during the initial 12-month period after admission to the program.

#### **Participants**

After an applicant has leased-up in the jurisdiction of the initial housing agency, they cannot exercise portability during the first year of assisted occupancy, except in the following circumstances.

The receiving and initial PHA agrees to allow the move.

**\* The family's move relates to an opportunity for education, job training or employment**

The PHA will not permit families to exercise portability:

If the family is in violation of a family obligation.

If the family owes money to the PHA.

If the family has moved out of its assisted unit in violation of the lease.

Receiving PHA's will be required to submit hearing determinations to the PHA within **10** days.

### **F. INCOMING PORTABILITY** [24 CFR 982.354, 982.355]

#### **Absorption or Administration**

The PHA will accept a family with a valid Voucher from another jurisdiction and administer or absorb the Voucher. If administering, the family will be issued a "Portable" Voucher by the PHA. The term of the voucher will not expire before the expiration date of any initial PHA voucher. The family must submit a request for approval of tenancy for an eligible unit to the receiving PHA during the term of the receiving PHA voucher. The receiving PHA may grant extensions in accordance with this Administrative Plan. However, if the Family decides not to lease-up in the PHA's jurisdiction, they must contact the initial PHA to request an extension.

**\* The PHA will absorb all incoming portable families provided that there is funding available.**

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When the PHA does not absorb the incoming Voucher , it will administer the Initial PHA's Voucher and the receiving PHA's policies will prevail.

For admission to the program a family must be income eligible in the area where the family initially leases a unit with assistance under the program..

The receiving PHA does not re-determine eligibility for a portable family that was already receiving assistance in the initial PHA Section 8 tenant-based program.

The PHA will issue a "Portability Voucher" according to its own Subsidy Standards. If the Family has a change in family composition which would change the Voucher size, the PHA will change to the proper size based on its own Subsidy Standards.

#### **Income and Total Tenant Payment of Incoming Portables [982.353(d)]**

**\*As receiving PHA, the PHA will conduct a re-certification interview but only verify the information provided if the documents are missing or are over 60 days old, whichever is applicable, or there has been a change in the family's circumstances.**

If the PHA conducts a re-certification of the family it will not cause a delay in the issuance of a voucher.

If the family's income is such that a \$0 subsidy amount is determined prior to lease-up in the PHA's jurisdiction, the PHA will refuse to enter into a contract on behalf of the family at \$0 assistance.

#### **Requests for Lease Approval**

**\* A briefing will be mandatory for all portability families, on an individual basis.**

When the Family submits a Request for Lease Approval, it will be processed using the PHA's policies. If the Family does not submit a Request for Lease Approval or does not execute a lease, the Initial PHA will be notified within 14 days by the PHA.

If the Family leases up successfully, the PHA will notify the Initial PHA within 30 days, and the billing process will commence.

The PHA will notify the initial PHA if the family fails to submit a request for approval of tenancy for an eligible unit within the term of the voucher.

If the PHA denies assistance to the family, the PHA will notify the Initial PHA within 14 days and the family will be offered a review or hearing.

The PHA will notify the Family of its responsibility to contact the Initial PHA if the Family wishes to move outside the PHA's jurisdiction under continued portability.

#### **Regular Program Functions**

The PHA will perform all program functions applicable the tenant-based assistance program, such as:

Annual reexaminations of family income and composition;

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Annual inspection of the unit; and

Interim Examinations when requested or deemed necessary by the PHA

### **Terminations**

The PHA will notify the Initial PHA in writing of any termination of assistance within 30 days of the termination. If an Informal Hearing is required and requested by the Family, the hearing will be conducted by the PHA, using the regular hearing procedures included in this Plan. A copy of the hearing decision will be furnished to the Initial PHA.

The Initial PHA will be responsible for collecting amounts owed by the Family for claims paid and for monitoring repayment. If the Initial PHA notifies the PHA that the Family is in arrears or the Family has refused to sign a Payment Agreement, the PHA will terminate assistance to the family.

### **Required Documents**

As Receiving PHA, the PHA will require the documents listed on the HUD Portability Billing Form from the Initial PHA

### **Billing Procedures**

As Receiving PHA, the PHA will bill the Initial PHA initially for Housing Assistance Payments. The billing cycle for other amounts, including Administrative Fees and Special Claims will be **at time of change** unless requested otherwise by the Initial PHA.

The PHA will bill 100% of the Housing Assistance Payment, 100% of Special Claims and 80% of the Administrative Fee (at the Initial PHA's rate) for each "Portability" Voucher leased as of the first day of the month.

The PHA will notify the Initial PHA of changes in subsidy amounts and will expect the Initial PHA to notify the PHA of changes in the Administrative Fee amount to be billed.

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**Chapter 14**

**CONTRACT TERMINATIONS**

[24 CFR 982.311, 982.314]

**INTRODUCTION**

The Housing Assistance Payments (HAP) Contract is the contract between the owner and the PHA which defines the responsibilities of both parties. This Chapter describes the circumstances under which the contract can be terminated by the PHA and the owner, and the policies and procedures for such terminations.

**A. CONTRACT TERMINATION** [24 CFR 982.311]

The term of the HAP Contract is the same as the term of the lease. The Contract between the owner and the PHA may be terminated by the PHA, or by the owner or tenant terminating the lease.

No future subsidy payments on behalf of the family will be made by the PHA to the owner after the month in which the Contract is terminated. The owner must reimburse the PHA for any subsidies paid by the PHA 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 PHA for vacancy loss under the provisions of Certificate HAP contracts effective before 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** [24 CFR 982.314(c)(2)]

Family termination of the lease must be in accordance with the terms of the lease.

**C. TERMINATION OF TENANCY BY THE OWNER: EVICTIONS**  
982.310, 982.455]

[24 CFR

If the owner wishes to terminate the lease, the owner is required under the lease, to provide proper notice as stated in the lease.

During the term of the lease, the owner may not terminate the tenancy except for the grounds stated in the HUD regulations.

During the term of the lease the owner may only evict for:



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Serious or repeated violations of the lease, including but not limited to failure to pay rent or other amounts due under the lease, or repeated violation of the terms and conditions of the lease;

Violations of federal, state or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises; or Criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises or any drug-related criminal activity on or near the premises.

Other good cause.

During the initial term of the lease, the owner may not terminate the tenancy for "other good cause" unless the owner is terminating the tenancy because of something the family did or failed to do (see 982.310)

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 PHA requires that the owner specify the section of the lease that has been violated and cite some or all of the ways in which the tenant has violated that section as documentation for the PHA's decision regarding termination of assistance.**

Housing assistance payments are paid to the owner under the terms of the HAP Contract. If the owner has begun eviction and the family continues to reside in the unit, the PHA must 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 PHA 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 PHA with the documentation, including notice of the lock-out date.**

The PHA 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 PHA, the owner certifies that the tenant is still in the unit, the rent is reasonable and s/he is in compliance with the contract.

If an eviction is not due to a serious or repeated violation of the lease, and if the PHA has no other grounds for termination of assistance, the PHA may issue a voucher so that the family can move with continued assistance.

**D. TERMINATION OF THE CONTRACT BY PHA** [24 CFR 982.404(a), 982.453, 982.454, 982.552(a)(3)]

The term of the HAP contract terminates when the lease terminates, when the PHA terminates program assistance for the family, and when the owner has breached the HAP contract. (See "Owner Disapproval and Restriction" chapter)

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The PHA may also terminate the contract if:

The PHA terminates assistance to the family.

The family is required to move from a unit when the subsidy is too big for the family size (pre-merger Certificate Program) or the unit does not meet the HQS space standards because of an increase in family size or a change in family composition (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.

**Termination of Pre-merger Certificate HAPS** [24 CFR 982.502(d)]

The PHA must terminate program assistance under any outstanding HAP contract for a regular tenancy under the pre-merger certificate program at the effective date of the second regular reexamination of family income and composition on or after the merger date. At such termination of assistance, the HAP contract will automatically terminate. The PHA will give the owner and family at least 120 days written notice of such termination. The PHA will offer the family the opportunity for continued tenant-based assistance under the voucher program.

**Notice of Termination**

When the PHA terminates the HAP contract under the violation of HQS space standards, the PHA will provide the owner and family written notice of termination of the contract, and the HAP contract terminates at the end of the calendar month that follows the calendar month in which the PHA gives such notice to the owner.

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**Chapter 15**

**DENIAL OR TERMINATION OF ASSISTANCE**

[24 CFR 982.552, 982.553]

**INTRODUCTION**

The PHA may deny or terminate assistance for a family because of the family's action or failure to act. The PHA will provide families with a written description of the Family Obligations under the program, the grounds under which the PHA can deny or terminate assistance, and the PHA's informal hearing procedures. This Chapter describes when the PHA is required to deny or terminate assistance, and the PHA'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** [24 CFR 982.552, 982.553]

If denial or termination is based upon behavior resulting from a disability, the PHA will delay the denial or termination in order to determine if there is an accommodation, which would negate the behavior resulting from the disability.

**Form of Denial/Termination**

Denial of assistance for an applicant may include any or all of the following:

- Denial for placement on the PHA waiting list
- Denying a voucher or withdrawing a certificate or voucher
- Refusing to enter into a HAP contract or approve a tenancy
- Refusing to process or provide assistance under portability procedures

Termination of assistance for a participant may include any or all of the following:

- Refusing to enter into a HAP contract or approve a tenancy
- Terminating housing assistance payments under an outstanding HAP contract
- Refusing to process or provide assistance under portability procedures

**Mandatory Denial and Termination** [24 CFR 982.552(b) (10)(d)]

The PHA must deny assistance to applicants, and terminate assistance for participants:

If any member of the family fails to sign and submit HUD or PHA required consent forms for obtaining information.

If no member of the family is a U.S. citizen or eligible immigrant. (See Section D)

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If the family is under contract and 180 days (or 12 months, depending on the HAP contract used) have elapsed since the PHA's last housing assistance payment was made. (See "Contract Terminations" chapter.)

The PHA must permanently deny assistance to applicants, and terminate the assistance of persons convicted of manufacturing or producing methamphetamine in violation of any Federal or State law.

If any member of the family has been evicted from federally assisted housing for a serious violation of the lease, the PHA must deny admission for **5** years after the eviction occurred.

The PHA must terminate program assistance for a family evicted from housing assisted under the program for serious violation of the lease.

The PHA must deny admission to the program for an applicant or terminate program assistance for a participant if any member of the family fails to sign and submit consent forms for obtaining information in accordance with Part 5, subparts B and F.

The PHA must deny admission or terminate assistance when required under the regulations to establish citizenship or eligible immigration status.

**Grounds for Denial or Termination of Assistance** [24 CFR 982.552(c)]

The PHA will deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:

- \* **The family violates any family obligation under the program as listed in 24 CFR 982.551.**
- \* **Any member of the family has ever been evicted from public housing.**
- \* **If any PHA has ever terminated assistance under the program for any member of the family.**
- \* **If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.**
- \* **The family currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.**
- \* **The family has not reimbursed any PHA 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.**

**The family breaches an agreement with a PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA. The PHA at its discretion may offer the family the opportunity to enter into a repayment agreement. The PHA will prescribe the terms of the agreement. (See "Repayment Agreements" chapter.)**

- \* **The family participating in an FSS program fails to comply, without good cause, with the family's FSS contract of participation.**
- \* **The family has engaged in or threatened abusive or violent behavior toward PHA personnel.**

**\* "Abusive or violent behavior towards PHA personnel" includes verbal as well as physical**

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**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.

**\* Any member of the family whose drug or alcohol abuse interferes with the health, safety or peaceful enjoyment of other project residents. Crime by Family Member (See One Strike policy section below.)**

**\* If any member of the family commits drug-related criminal activity, or violent criminal activity. (See One-strike policy below and 982.553 of the regulations)**

Refer to "Eligibility for Admission" chapter, "Other Criteria for Admission" section for further information.

## **B. "ONE STRIKE" POLICY**

### **Purpose**

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

Help create and maintain a safe and drug-free community

Keep our program participants free from threats to their personal and family safety

**\* Support parental efforts to instill values of personal responsibility and hard work**

**\* Help maintain an environment where children can live safely, learn and grow up to be productive citizens**

**\* Assist families in their vocational/educational goals in the pursuit of self-sufficiency**

### **Administration**

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

### **Screening of Applicants**

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

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Such screening will apply to any member of the household who is 18 years of age or older.

### **HUD Definitions**

*Drug-related criminal activity* is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance. Drug-related criminal activity means *on or 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, and the activity is being engaged in by any family member.

### **Standard for Violation**

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

**\* The PHA will consider the use of a controlled substance or alcohol to be a pattern if there is more than one incident during the previous 3 months.**

“Engaged in or engaging in” violent criminal activity means any act within the past 5 years by applicants or participants, household members, or guests which involved criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person of another, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

**\* The activity is being engaged in by any family member.**

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

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

### **Drug Related and Violent Criminal Activity**

Ineligibility if Evicted for Drug-Related Activity: 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 the Section 8 program for a three-year period beginning on the date of such eviction.

**\* Applicants will be denied assistance if they have been:**

arrested/convicted or evicted **from a unit assisted under the Housing Act of 1937 due to violent criminal activity within the last 5 years prior to the date of the certification interview.**

**\* Participants will be terminated who have been:**

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arrested/convicted or evicted from a unit assisted under the Housing Act of 1937 due to drug-related or violent criminal activity within the last 5 years prior to the date of the notice to terminate assistance, and whose activities have created a disturbance in the building or neighborhood.

\* If the family violates the lease for drug-related or violent criminal activity, the PHA will terminate assistance.

\* In appropriate cases, the PHA 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 PHA may consider individual circumstances with the advice of Juvenile Court officials.

\* The PHA will waive the requirement regarding drug-related criminal activity if:

\* The person demonstrates successful completion of a credible rehabilitation program approved by the PHA, or

\* The circumstances leading to the eviction no longer exist.

#### **Termination of Assistance for Participants**

\* If the family violates the lease for drug-related or violent criminal activity, the PHA will terminate assistance.

\* In appropriate cases, the PHA 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 PHA may consider individual circumstances with the advice of Juvenile Court officials.

#### **Notice of Termination of Assistance**

In any case where the PHA decides to terminate assistance to the family, the PHA 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 PHA.

The PHA 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.

#### **Required Evidence**

*Preponderance of evidence* is defined as evidence which is of greater weight or more convincing than the evidence

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

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

**\* The PHA will pursue fact-finding efforts as needed to obtain credible evidence.**

### **Confidentiality of Criminal Records**

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

**\* If the family is determined eligible for initial or continued assistance, the criminal report shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination.**

**\* The PHA will document in the family's file the circumstances of the criminal report and the date the report was destroyed.**

### **C. FAMILY OBLIGATIONS** [24 CFR 982.551]

The family must supply any information that the PHA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR 982.551). "Information" includes any requested certification, release or other documentation.

The family must supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

The family must disclose and verify Social Security Numbers (as provided by 24 CFR 5.216) and must sign and submit consent forms for obtaining information in accordance with 24 CFR 5.230.

All information supplied by the family must be true and complete.

The family is responsible for an HQS breach caused by the family as described in 982.404(b).

The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice.

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

The family must notify the owner and, at the same time, notify the PHA before the family moves out of the unit or terminates the lease upon notice to the owner.

The family must promptly give the PHA a copy of any owner eviction notice.

The family must use the assisted unit for residence by the family. The unit must be the family's only residence.



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The composition of the assisted family residing in the unit must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit.

The family must promptly notify the PHA if any family member no longer resides in the unit.

If the PHA has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approval or PHA approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.

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.

The family must not sublease or let the unit.

The family must not assign the lease or transfer the unit.

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

The family must not own or have any interest in the unit.

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

The members of the family may not engage in drug-related criminal activity or violent criminal activity. (See PHA one strike policy).

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

**Housing Authority Discretion** [24 CFR 982.552(c)]

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the PHA has discretion to consider all of the circumstances in each case, including the seriousness of the case. The PHA will use its discretion in reviewing the extent of participation or culpability of individual family members and the length of time since the violation occurred. The PHA may also review the family's more recent history and record of compliance, and the effects that denial or termination of assistance may have on other family members who were not involved in the action or failure to act.

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

**Enforcing Family Obligations**

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### Explanations and Terms

The term "Promptly" when used with the Family Obligations always means "within 7 days." Denial or termination of assistance is always optional except where this Plan or the regulations state otherwise.

### HQS Breach

The **inspector and/or supervisor** will determine if an HQS breach as identified in 24 CFR 982.404 (b) is the responsibility of the family. Families may be given extensions to cure HQS breaches by Director of Leased Housing.

### Lease Violations

The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance:

- \* If the owner terminates tenancy through court action for serious or repeated violation of the lease.**
- \* If the owner notifies the family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and the PHA determines that the cause is a serious or repeated violation of the lease based on available evidence.**
- \* If the owner notifies the family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and**
- \* If there are police reports, neighborhood complaints or other third party information, that has been verified by the PHA.**
- \* Nonpayment of rent is considered a serious violation of the lease.**

### Notification of Eviction

If the family requests assistance to move and they did not notify the PHA of an eviction within 7 days of receiving the Notice of Lease Termination, the move will be denied.

### Proposed Additions to the Family

The PHA will deny a family's request to add additional family members who are:

- \* Persons who have been evicted from public housing.**
- \* Persons who have previously violated a family obligation listed in 24CFR 982.51 of the HUD regulations.**
- \* Persons who commit drug-related criminal activity or violent criminal activity.**
- \* Persons who commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.**

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**\* Persons who currently owe rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.**

**\* Persons who have engaged in or threatened abusive or violent behavior toward PHA personnel.**

#### Family Member Moves Out

Families are required to notify the PHA if any family member leaves the assisted household. When the family notifies the PHA, they must furnish the following information:

**\* The date the family member moved out.**

**\* The new address, if known, of the family member.**

**\* A statement as to whether the family member is temporarily or permanently absent.**

#### Limitation on 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 PHA determines that the use of the unit as a business is not incidental to its use as a dwelling unit, it will be considered a program violation.

If the PHA determines the business is not legal, it will be considered a program violation.

#### Interest in Unit

The owner may not reside in the assisted unit regardless of whether (s)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 PHA will consider which family members were involved, the circumstances, and any hardship that might be caused to innocent members.

### **D. PROCEDURES FOR NON-CITIZENS** [24 CFR 5.514, 5.516, 5.518]

#### **Denial or Termination due to Ineligible Immigrant Status**

Applicant or participant families in which all members are neither U.S. citizens nor eligible immigrants are not eligible for assistance and must have their assistance terminated. The PHA must offer the family an opportunity for a hearing. (See "Eligibility for Admission" chapter, section on Citizenship/Eligible Immigration Status.)

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

#### **False or Incomplete Information**

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\* The PHA will then verify eligible status, deny, terminate, or prorate as applicable.

\* The PHA will deny or terminate assistance based on the submission of false information or misrepresentation.

#### **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 PHA either after the INS appeal or in lieu of the INS appeal.

After the PHA 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).

#### **E. ZERO (\$0) ASSISTANCE TENANCIES**

##### **HAP Contracts Prior to 10/2/95**

For contracts which were effective prior to 10/2/95, the PHA is liable for unpaid rent and damages if the family vacates during the allowable 12 months after the last HAP payment. The PHA 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 12 months. If the family is still in the unit after 12 months, the assistance will be terminated.

In order for a family to move to another unit during the 12 month, the rent for the new unit would have to be high enough to necessitate a housing assistance payment.

##### **HAP Contracts On or After 10/2/95** [24 CFR 982.455 (a)]

For contracts effective on or after 10/2/95, the PHA 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 time frame, an owner rent increase or a decrease in the Total Tenant Payment causes the family to be eligible for a housing assistance payment, the PHA 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.

#### **F. OPTION NOT TO TERMINATE FOR MISREPRESENTATION** [24 CFR 982.551, 982.552(c)]

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If the family has misrepresented any facts that caused the PHA to overpay assistance, the PHA may choose not to terminate and may offer to continue assistance provided that the family **executes a Repayment Agreement and makes payments in accordance with the agreement or reimburses the PHA in full within 30 calendar days.**

**G. MISREPRESENTATION IN COLLUSION WITH OWNER** [24 CFR 982.551, 982.552 (c)]

If the family intentionally, willingly, and knowingly commits fraud or is involved in any other illegal scheme with the owner, the PHA will deny or terminate assistance.

**H. MISSED APPOINTMENTS AND DEADLINES** [24 CFR 982.551, 982.552 (c)]

It is a Family Obligation to supply information, documentation, and certification as needed for the PHA to fulfill its responsibilities. The PHA schedules appointments and sets deadlines in order to obtain the required information. The Obligations also require that the family allow the PHA 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 PHA, may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow the PHA to inspect the unit.

The family will be given information about the requirement to keep appointments and the number of times appointments will be rescheduled, as specified in this Plan.

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

- Eligibility for Admissions
- Verification Procedures
- Voucher Issuance and Briefings
- Housing Quality Standards and Inspections
- Re-certifications
- Appeals

Acceptable reasons for missing appointments or failing to provide information by deadlines are:

- \* **Medical emergency**
- \* **Family emergency**
- \* **Sickness**

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**Procedure when Appointments are Missed or Information not Provided**

For most purposes in this Plan, the family will be given **1** opportunity 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 be rescinded if the family offers to cure and the family does not have a history of non-compliance.**

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## Chapter 16

### OWNER DISAPPROVAL AND RESTRICTION

[24 CFR 982.54, 982.306, 982.453]

#### INTRODUCTION

It is the policy of the PHA to recruit owners to participate in the Voucher program. The PHA will provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of the PHA. The regulations define when the PHA must disallow an owner participation in the program, and they provide the PHA 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 [24 CFR 982.306, 982.54(d)(8)]

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 PHA will disapprove the owner for the following reasons:

HUD has informed the PHA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

HUD has informed the PHA 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 PHA that a court or administrative agency has determined that the has owner violated the Fair Housing Act or other federal equal opportunity requirements.

Unless their lease was effective prior to June 17, 1998, the owner may not be a parent, child, grandparent, grandchild, sister or brother of any family member. The PHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.

**\* In cases where the owner and tenant bear the same last name, the PHA may, at its discretion, require the family and or owner to certify whether they are related to each other in any way.**

**\* 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-related criminal activity or any violent criminal activity.**

**\* 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.**

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The owner has a history or practice of renting units that fail to meet State or local housing codes.

**\*The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:**

**Threatens the right to peaceful enjoyment of the premises by other residents;**

**Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing.**

**Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or**

**Is drug-related criminal activity or violent criminal activity;**

**B. OWNER RESTRICTIONS AND PENALTIES** [ 24 CFR 982.453]

If an owner has committed fraud or abuse or is guilty of frequent or serious contract violations, the PHA will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. The PHA may also terminate some or all contracts with the owner.

Before imposing any penalty against an owner the PHA 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.

See Program Integrity Addendum for guidance as to how owner fraud will be handled.

**C. CHANGE IN OWNERSHIP**

A change in ownership **does** require execution of a new contract **and lease**.

**\* The PHA may approve the assignment of the HAP contract at the old owner's request. The PHA may approve the assignment, since they are a party to the contract. The PHA may deny approval of assignment of the contract, for any of the reasons listed in Section A. of this chapter.**

**\* The PHA 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, recorded deed and the Tax Identification Number or Social Security number of the new owner.**

**\* If the new owner does not want an assignment of the contract, the PHA will terminate the HAP contract with the old owner, since they are no longer the owner. The new owner may offer the family a new assisted lease. The family may elect to enter into the new lease or move to another unit.**



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## Chapter 17

### CLAIMS, MOVE-OUT AND CLOSE-OUT INSPECTIONS (For HAP Contracts Effective Before October 2, 1995)

#### INTRODUCTION

This Chapter describes the PHA's policies, procedures and standards for servicing HAP Contracts which were effective before October 2, 1995. Certificate and Voucher contracts in this category have provisions for the PHA'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 file. The PHA establishes standards by which to evaluate claims, but the burden of proof rests with the owner.

If vacancy loss is claimed, the PHA 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 PHA will pay properly filed claims to the owner as a function of the contract, but the tenant is ultimately responsible to reimburse the PHA 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 PHA will not reimburse the owner for any claims under these agreements.

#### C. DAMAGES

*\* 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 **and a copy of the canceled checks or other receipts documenting payment.**

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*\* Invoices or bills from individuals providing labor must include their name, address and telephone number.*

*\* The landlord may not bill him/herself for labor since that is not considered by the PHA 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.*

#### **D. 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:

Notify the PHA within **48 hours or 2 calendar days excluding weekends and holidays** upon learning of the vacancy, or prospective vacancy, and

Pursue all possible activities to fill the vacancy, including, but not limited to:

Contacting applicants on the owner's waiting list, if any;

Seeking eligible applicants by listing the unit with the PHA,

Advertising the availability of the unit, and

Not rejecting potentially eligible applicants except for good cause.

**\* In the event that a unit becomes vacant because of the death of the tenant, the PHA will permit the owner to keep the HAP for the month in which the tenant died.**

**\* 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.**

**\* 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 PHA will inspect the unit to verify that repairs were made.**

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## **E. MOVE-OUT AND CLOSE-OUT INSPECTIONS**

**\* Move-out 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 HQS Inspector.**

There will be no move-out inspections of units with contracts effective on or after October 2, 1995.

**\* The owner must notify the PHA of the move-out and request an inspection within 48 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 move-out inspection will not be rescheduled.**

**\* The PHA will conduct a move-out inspection on tenant's request if the owner does not also request an inspection.**

**\* A damage claim will not be approved *unless* the move-out inspection is requested and completed prior to any work being done.**

## **F. PROCESSING CLAIMS**

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 PHA up to the limits for each program.

If the owner claims vacancy loss, the security deposit that s/he collected or could have collected **will** be deducted from the vacancy loss claim.

*\* The PHA 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.*

**\* The PHA will offer the family 14 business days to contest the claim. If the family disputes the claim, the PHA will schedule an informal meeting with the owner and tenant in order to resolve the differences.**

**\* If the owner fails to attend the meeting, the PHA will consider this prima facie evidence of validity**

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of the tenant's position.

**\* If the tenant fails to attend the meeting, the PHA will proceed with its original determination.**

**\* The PHA 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 PHA will process the account for collection.**

**\* If the family demonstrates that the claim, or parts of it, is invalid, the PHA will adjust the amount. The PHA may offer the tenant an opportunity for an Informal Hearing regarding the claim if disputes cannot be resolved.**

After a determination has been made, the PHA will notify the family in writing of the decision. If it has been determined that the family owes money, the PHA 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 PHA as required.

#### **Other Requirements for Claims Processing**

**\* Costs of filing eviction to remove the tenant or any other legal fees, may not be reimbursed.**

**\* 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 **30** days of the date the owner learned of the move-out.

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**Chapter 18**

**OWNER OR FAMILY DEBTS TO THE PHA**

[24 CFR 982.552]

**INTRODUCTION**

This Chapter describes the PHA's policies for the recovery of monies which have been overpaid for families, and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the PHA's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the PHA'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 PHA, the PHA will make every effort to collect it. The PHA will use a variety of collection tools to recover debts including, but not limited to:

- \* **Requests for lump sum payments**
- \* **Payment agreements**
- \* **Abatements**
- \* **Reductions in HAP to owner**
- \* **Collection agencies**

**A. PAYMENT AGREEMENT FOR FAMILIES** [24 CFR 982.552 (b)(6-8)]

A Payment Agreement as used in this Plan is a document entered into between the PHA and a person who owes a debt to the PHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to the PHA upon default of the agreement.

**\* The PHA will prescribe the terms of the payment agreement, including determining whether to enter into a payment agreement with the family based on the circumstances surrounding the debt to the PHA.**

*\* There are some circumstances in which the PHA will not enter into a payment agreement. They are:*

- \* **If the family already has a Payment Agreement in place.**
- \* **If the PHA determines that the family committed program fraud.**
- \* **If the PHA determines that the debt amount is larger than can be paid back by the family in a reasonable amount of time.**

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\* **The minimum monthly amount of monthly payment for any payment agreement is 25.00.**

**B. DEBTS OWED FOR CLAIMS** [24 CFR 792.103, 982.552 (b)(6-8)]

If a family owes money to the PHA for claims paid to an owner:

**\*The PHA will review the circumstances resulting in the overpayment and decide whether the family must pay the full amount.**

**Late Payments**

A payment will be considered to be in arrears if:

**\* The payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.**

If the family's payment agreement is in arrears, and the family has not contacted or made arrangements with the PHA, the PHA will:

**\* Require the family to pay the balance in full**

**\* Terminate the housing assistance**

If the family requests a move to another unit and has a payment agreement in place for the payment of an owner claim, and the payment agreement is not in arrears:

**\* The family will be required to pay the balance in full prior to the issuance of a certificate or voucher.**

If the family requests a move to another unit and is in arrears on a payment agreement for the payment of an owner claim:

**\* If the family pays the past due amount, they will be permitted to move.**

**C. DEBTS DUE TO MISREPRESENTATIONS/NON-REPORTING OF INFORMATION** [24 CFR 982.163]

HUD's definition of program fraud and abuse is a single act or pattern of actions that:

Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of Section 8 program funds in violation of Section 8 program requirements.

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**Family Error/Late Reporting**

\* Families who owe money to the PHA due to the family's failure to report increases in income will be required to repay in accordance with the guidelines in the Payment Agreement Section of this Chapter.

**Program Fraud**

\* Families who owe money to the PHA due to program fraud will be required to repay in accordance with the guidelines in the Payment Agreement Section of this Chapter.

If a family owes an amount which equals or exceeds \$5,000.00 as a result of program fraud, the case will be referred to the Inspector General. Where appropriate, the PHA will refer the case for criminal prosecution.

**Payment Procedures for Program Fraud**

\* Families who commit program fraud or untimely reporting of increases in income will be subject to the following procedures:

\* The maximum time period for a Payment Agreement will be 24 months.

\* The minimum monthly payment will be \$25.00.

**D. DEBTS DUE TO MINIMUM RENT TEMPORARY HARDSHIP**

\* Minimum rent arrears that are less than \$100.00 will be required to be paid in full the first month following the end of the minimum rent period.

\* The minimum monthly amount for a repayment agreement incurred for minimum rent arrears is \$25.00.

\* If the family goes into default on the repayment agreement for back rent incurred during a minimum rent period, the PHA will reevaluate the family's financial situation and determine whether the family has the ability to pay the increased rent amount and if not, restructure the existing repayment agreement.

**E. GUIDELINES FOR PAYMENT AGREEMENTS** [24 CFR 982.552(b)(8)]

\* Payment Agreements will be executed between the PHA and the head of household.

\* The Repayment Agreement must be executed by the Director of Leased Housing.

\* Payments may only be made by money order or cashier's check.

\* The agreement will be in default when a payment is delinquent by the 30<sup>th</sup> of the month.

\* The family's assistance will be terminated unless the PHA receives the balance of the Repayment Agreement in full within 5 business days of the termination notice.

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- \* **A Payment Agreement will be considered to be in default when it is in arrears for 30 days.**
  - \* **Monthly payments may be decreased in cases of family hardship and if requested with reasonable notice from the family, verification of the hardship, and the approval of the Director of Leased Housing.**
  - \* **No move will be approved until the debt is paid in full unless the move is the result of the following causes, and the Payment Agreement is current:**
    - \* **Family size exceeds the HQS maximum occupancy standards**
    - \* **The HAP contract is terminated due to owner non-compliance or opt-out**
    - \* **A natural disaster**

Additional Monies Owed: If the family already has a Payment Agreement in place and incurs an additional debt to the PHA:

- \* **The PHA will not enter into more than one Payment Agreement with the family.**
- \* **Additional amounts owed by the family will be added to the existing payment agreement.**
- \* **If a Payment Agreement is in arrears more than 60 days, any new debts must be paid in full.**

#### **F. OWNER DEBTS TO THE PHA** [24 CFR 982.453(b)]

If the PHA determines that the owner has retained Housing Assistance or Claim Payments the owner is not entitled to, the PHA 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 PHA will:

- \* **Enter into a Payment Agreement with the owner for the amount owed.**
- \* **Pursue collections through the local court system.**
- \* **Restrict the owner from future participation.**

#### **G. WRITING OFF DEBTS**

Debts will be written off if:

- \* **The debtor's whereabouts are unknown and the debt is more than 2 years old.**
- \* **The debtor is deceased.**



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- **The amount is less than \$100.00 and the debtor cannot be located.**

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## Chapter 19

### COMPLAINTS AND APPEALS

#### INTRODUCTION

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the PHA. This Chapter describes the policies, procedures and standards to be used when families disagree with a PHA decision. The procedures and requirements are explained for preference denial meetings, informal reviews and hearings. It is the policy of the PHA to ensure that all families have the benefit of all protections due to them under the law.

#### A. COMPLAINTS TO THE PHA

The PHA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. The PHA **does** require that complaints other than HQS violations be put in writing. HQS complaints may be reported by telephone.

The PHA hearing procedures will be provided to families in the briefing packet.

##### Categories of Complaints

Complaints from families: If a family disagrees with an action or inaction of the PHA or owner.

**\* Complaints from families will be referred to the Director of Leased Housing. \*If a complaint is not resolved, it will be referred to the Chief Executive Officer.**

Complaints from owners: If an owner disagrees with an action or inaction of the PHA or a family.

**\* Complaints from owners will be referred to Director of Leased Housing.**

Complaints from staff: If a staff person reports an owner or family either violating or not complying with program rules, the complaint will be referred to the **Director of Leased Housing**.

Complaints from the general public: Complaints or referrals from persons in the community in regard to the PHA, a family or an owner.

**\* Complaints from the general public will be referred to the Director of Leased Housing \*If a complaint is not resolved, it will be referred to the Chief Executive Officer.**

#### B. INFORMAL REVIEW PROCEDURES FOR APPLICANTS [24 CFR 982.54(d)(12), 982.554]

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 citizenship or eligible immigrant status, the applicant is entitled to an informal hearing.

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When the PHA 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 PHA must provide applicants with the opportunity for an Informal Review of decisions denying:

Listing on the PHA's waiting list

Issuance of a Voucher

Participation in the program

Informal Reviews are not required for established policies and procedures and PHA determinations such as:

Discretionary administrative determinations by the PHA

General policy issues or class grievances

A determination of the family unit size under the PHA subsidy standards

Refusal to extend or suspend a Voucher

A PHA determination not to grant approval of the tenancy

Determination that unit is not in compliance with HQS

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 **5** days from the date of the PHA's notification of denial of assistance. The informal review will be scheduled within **10** 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:

**\* A staff person who is at the Director of Leased Housing level or above**

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**\* A commissioner**

The applicant will be given the option of presenting oral or written objections to the decision. Both the PHA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

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.

**C. INFORMAL HEARING PROCEDURES** [24 CFR 982.555(a-f), 982.54(d)(13)]

When the PHA makes a decision regarding the eligibility and/or the amount of assistance, applicants and participants must be notified in writing. The PHA will give the family prompt notice of such determinations which will include:

The proposed action or decision of the PHA;

The date the proposed action or decision will take place;

The family's right to an explanation of the basis for the PHA's decision.

The procedures for requesting a hearing if the family disputes the action or decision;

The time limit for requesting the hearing.

**\* To whom the hearing request should be addressed**

The PHA must provide participants with the opportunity for an Informal Hearing for decisions related to any of the following PHA determinations:

Determination of the family's annual or adjusted income and the computation of the housing assistance payment

Appropriate utility allowance used from schedule

Family unit size determination under PHA subsidy standards

Determination that pre-merger Certificate program family is under-occupied in their current unit and a request for exception is denied

Determination to terminate assistance for any reason.

Determination to terminate a family's FSS Contract, withhold supportive services, or propose forfeiture of the family's escrow account.

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**\* Determination to pay an owner claim for damages, unpaid rent or vacancy loss.**

The PHA must always provide the opportunity for an informal hearing before termination of assistance.

Informal Hearings are not required for established policies and procedures and PHA determinations such as:

Discretionary administrative determinations by the PHA

General policy issues or class grievances

Establishment of the PHA schedule of utility allowances for families in the program

A PHA determination not to approve an extension or suspension of a voucher term

A PHA determination not to approve a unit or lease

A PHA determination that an assisted unit is not in compliance with HQS (PHA must provide hearing for family breach of HQS because that is a family obligation determination)

A PHA determination that the unit is not in accordance with HQS because of the family size

A PHA determination to exercise or not exercise any right or remedy against the owner under a HAP contract

**Notification of Hearing**

It is the PHA'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 PHA will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

When the PHA receives a request for an informal hearing, a hearing shall be scheduled within **10** days. The notification of hearing will contain:

The date and time of the hearing

The location where the hearing will be held

The family's right to bring evidence, witnesses, legal or other representation at the family's expense

The right to view any documents or evidence in the possession of the PHA upon which the PHA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing. \*

**Requests for such documents or evidence must be received no later than 3 days before the hearing date.**

A notice to the family that the PHA will request a copy of any documents or evidence the family will use at the hearing. \* **Requests for such documents or evidence must be received no later than 3 days before the hearing date.**

**\* The PHA's Hearing Procedures**

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**\* After a hearing date is agreed to, the family may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.**

**\* If a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, the family must contact the PHA within 24 hours, excluding weekends and holidays. The PHA 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 PHA's determination.

Examine the documents in the file which are the basis for the PHA'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 that PHA 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.

**\* If the family requests copies of documents relevant to the hearing, the PHA will make the copies for the family and assess a charge of \$.50 first page - \$.25 all other pages (in accordance with FOI rate) per copy. In no case will the family be allowed to remove the file from the PHA's office.**

In addition to other rights contained in this Chapter, the PHA 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 any 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 Hearing Officer appointed by the PHA who is neither the person who made or approved the decision, nor a subordinate of that person. The PHA appoints hearing officers who:

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

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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 PHA shall take effect and another hearing will not be granted.**

The Hearing Officer will determine whether the action, inaction or decision of the PHA 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 PHA 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 documentation of the calculation of monies owed;**

The date the decision goes into effect.

The PHA is not bound by hearing decisions:

Which concern matters in which the PHA 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 PHA shall send a letter to the participant if it determines the PHA is not bound by the Hearing Officer's determination within **10** days. The letter shall include the PHA'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.

**D. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS" [24 CFR Part 5, Subpart E]**

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 PHA hearing is pending but assistance to an applicant may be delayed pending the PHA hearing.

**INS Determination of Ineligibility**

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If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the PHA 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 PHA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give the PHA a copy of the appeal and proof of mailing or the PHA may proceed to deny or terminate. The time period to request an appeal may be extended by the PHA for good cause.

The request for a PHA 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.

After receipt of a request for an informal hearing, the hearing is conducted as described in this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the PHA will:

Deny the applicant family

Defer termination if the family is a participant and qualifies for deferral

Terminate the participant if the family does not qualify for deferral

If there are eligible members in the family, the PHA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.

Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of tenant rent and Total Tenant Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.



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## **GLOSSARY**

### **A. ACRONYMS USED IN SUBSIDIZED HOUSING**

<b>AAF</b>	Annual Adjustment Factor. A factor published by HUD in the Federal Register which is used to compute annual rent adjustment.
<b>ACC</b>	Annual Contributions Contract
<b>BR</b>	Bedroom
<b>CDBG</b>	Community Development Block Grant
<b>CFR</b>	Code of Federal Regulations. Commonly referred to as "the regulations". The CFR is the compilation of Federal rules which are first published in the Federal Register and define and implement a statute.
<b>CPI</b>	Consumer Price Index. CPI is published monthly by the Department of Labor as an inflation indicator.
<b>ELI</b>	Extremely low income
<b>FDIC</b>	Federal Deposit Insurance Corporation
<b>FHA</b>	Federal Housing Administration
<b>FICA</b>	Federal Insurance Contributions Act- Social Security taxes
<b>FmHA</b>	Farmers Home Administration
<b>FMR</b>	Fair Market Rent
<b>FY</b>	Fiscal Year
<b>FYE</b>	Fiscal Year End
<b>GAO</b>	Government Accounting Office
<b>GFC</b>	Gross Family Contribution. Note: Has been replaced by the term Total Tenant Payment (TTP).
<b>GR</b>	Gross Rent
<b>HAP</b>	Housing Assistance Payment
<b>HAP Plan</b>	Housing Assistance Plan
<b>HCDA</b>	Housing and Community Development Act
<b>HQS</b>	Housing Quality Standards
<b>HUD</b>	The Department of Housing and Urban Development or its designee.
<b>HURRA</b>	Housing and Urban/Rural Recovery Act of 1983; resulted in most of the 1984 HUD regulation changes to definition of income, allowances, rent calculations
<b>IG</b>	Inspector General
<b>IGR</b>	Independent Group Residence
<b>IPA</b>	Independent Public Accountant
<b>IRA</b>	Individual Retirement Account
<b>MSA</b>	Metropolitan Statistical Area established by the U.S. Census Bureau
<b>PHA</b>	Public Housing Agency
<b>PMSA</b>	A Primary Metropolitan Statistical Area established by the U.S. Census Bureau
<b>PS</b>	Payment Standard

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<b>QC</b>	Quality Control
<b>RFLA</b>	Request for Lease Approval
<b>RFP</b>	Request for Proposals
<b>RRP</b>	Rental Rehabilitation Program
<b>SRO</b>	Single Room Occupancy
<b>SSMA</b>	Standard Statistical Metropolitan Area. Has been replaced by MSA, Metropolitan Statistical Area.
<b>TR</b>	Tenant Rent
<b>TTP</b>	Total Tenant Payment
<b>UA</b>	Utility Allowance
<b>URP</b>	Utility Reimbursement Payment

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**B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING**

**ADMINISTRATIVE PLAN.** The HUD required written policy of the PHA governing its administration of the Section 8 Certificate and Voucher program. The Administrative Plan and any revisions must be approved by the PHA's board and a copy submitted to HUD.

**ABSORPTION.** In portability, the point at which a receiving PHA stops billing the initial PHA for assistance on behalf of a portability family. The receiving PHA uses funds available under the receiving PHA consolidated ACC.

**ACC RESERVE ACCOUNT (FORMERLY "PROJECT RESERVE").** Account established by HUD from amounts by which the maximum payment to the PHA under the consolidated ACC (during a PHA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

**ADJUSTED INCOME.** Annual income, less allowable HUD deductions.

**ADMINISTRATIVE FEE.** Fee paid by HUD to the PHA for administration of the program.

**ADMINISTRATIVE FEE RESERVE (Formerly "Operating reserve").** Account established by PHA from excess administrative fee income. The administrative fee reserve must be used for housing purposes.

**ADMISSION.** The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.

**ANNUAL BUDGET AUTHORITY.** The maximum annual payment by HUD to a PHA for a funding increment.

**ANNUAL CONTRIBUTIONS CONTRACT (ACC).** A written contract between HUD and a PHA. Under the contract HUD agrees to provide funding for operation of the program, and the PHA agrees to comply with HUD requirements for the program

**ANNUAL INCOME.** The anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

**ANNUAL INCOME AFTER ALLOWANCES.** The Annual Income (described above) less the HUD-approved allowances.

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

**AREA EXCEPTION RENT.** Rent based on a HUD- approved payment standard amount that is higher than the basic range for a designated part of the fair market rent area ("exception area").

**"AS-PAID" STATES.** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

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**ASSETS.** (See Net Family Assets.)

**ASSISTED TENANT.** A tenant who pays less than the market rent as defined in the regulations. Includes tenants receiving rent supplement, Rental Assistance Payments, or Section 8 assistance and all other 236 and 221 (d)(3) BMIR tenants, except those paying the 236 market rent or 120% of the BMIR rent, respectively.

**BUDGET AUTHORITY.** An amount authorized and appropriated by the Congress for payment to HAs under the program. For each funding increment in a PHA program, budget authority is the maximum amount that may be paid by HUD to the PHA over the ACC term of the funding increment.

**CERTIFICATE.** A Certificate issued by the PHA under the pre-merger Rental Certificate Assistance Program, declaring a family to be eligible for participation in this program and stating the terms and conditions for such participation. Will no longer be issued after October 1, 1999.

**CERTIFICATE OR VOUCHER HOLDER.** A family holding a voucher or pre-merger certificate with unexpired search time.

**CERTIFICATE PROGRAM.** Pre-merger Rental certificate program.

**CHILD CARE EXPENSES.** Amounts paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed or for a household member to further his/her education.

**CO-HEAD.** An individual in the household who is equally responsible for the lease with the Head of Household. (A family never has a Co-head and a Spouse and; a Co-head is never a Dependent).

**CONGREGATE HOUSING.** Housing for elderly persons or persons with disabilities that meets the HQS for congregate housing

**COOPERATIVE.** A dwelling unit owned and or shared by a group of individuals who have individual sleeping quarters and share common facilities such as kitchen, living room and some bathrooms.

**CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT.** (Consolidated ACC). See 24 CFR 982.151.

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

**CONTINUOUSLY ASSISTED.** An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the certificate or voucher program.

**CONTRACT.** (See Housing Assistance Payments Contract.)

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**DEPENDENT.** A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or over.

**DISABILITY ASSISTANCE EXPENSE.** Anticipated costs for care attendants and auxiliary apparatus for disabled family members which enable a family member (including the disabled family member) to work.

**DISABLED PERSON.** A person who is any of the following:

A person who has a disability as defined in section 223 of the Social Security Act. (42 U.S.C.423).

A person who has a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such a nature that ability to live independently could be improved by more suitable housing conditions.

A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

**DISABLED FAMILY.** A family where the head or spouse meet any of the above criteria for disabled person.

**DISPLACED PERSON/FAMILY.** A person or family displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

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

**DRUG-RELATED CRIMINAL ACTIVITY.** The illegal manufacture, sale, distribution, use, or the possession with intent to manufacture, sell distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).

**DRUG TRAFFICKING.** The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

**ELDERLY HOUSEHOLD.** A family whose head or spouse or whose sole member is at least 62 years of age; may include two or more elderly persons living together or one or more such persons living with another person who is determined to be essential to his/her care and well-being.

**ELDERLY PERSON.** A person who is at least 62 years old.

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**ELIGIBILITY INCOME.** May 10, 1984, regulations deleted Eligibility Income, per se, because Annual Income is now for eligibility determination to compare to income limits.

**ELIGIBLE FAMILY (Family).** A family is defined by the PHA in the administrative Plan, which is approved by HUD.

**EXCEPTIONAL MEDICAL OR OTHER EXPENSES.** Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 which exceeded 25% of the Annual Income. It is no longer used.

**EXCEPTION RENT.** In the pre-merger certificate program, an initial rent (contract rent plus any utility allowance) in excess of the published FMR. See Area Exception rent

**EXCESS MEDICAL EXPENSES.** Any medical expenses incurred by elderly or disabled families only in excess of 3% of Annual Income which are not reimbursable from any other source.

**EXTREMELY LOW-INCOME FAMILY.** A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

**FAIR MARKET RENT (FMR).** The rent including the cost of utilities (except telephone) that would be required to be paid in the housing market area to obtain privately owned existing decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Fair market rents for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the *Federal Register*.

**FAMILY.** "Family" includes but is not limited to:

An Elderly Family or Single Person as defined in 24 CFR 5.403(b),

The remaining member of a tenant family, and

A Displaced Person

**FAMILY OF VETERAN OR SERVICE PERSON.** A family is a "family of veteran or service person" when:

The veteran or service person (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.

The veteran or service person, unless deceased, is living with the family or is only temporarily absent unless s/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

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**FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM).** The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

**FAMILY SHARE.** The amount calculated by subtracting the housing assistance payment from the gross rent.

**FAMILY UNIT SIZE.** The size of the Certificate or Voucher issued to the family based on the PHA's subsidy standards.

**FMR/EXCEPTION RENT LIMIT.** The fair market rent published by HUD headquarters. In the pre-merger certificate program the initial contract rent for a dwelling unit plus any utility allowance may not exceed the FMR/exception rent limit (for the dwelling unit or for the family unit size). In the voucher program the PHA may adopt a payment standard up to the FMR/exception rent limit.

**FOSTER CHILD CARE PAYMENT.** Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

**FULL-TIME STUDENT.** A person who is attending school or vocational training on a full-time basis.

**FUNDING INCREMENT.** Each commitment of budget authority by HUD to a PHA under the consolidated annual contributions contract for the PHA program.

**GROSS FAMILY CONTRIBUTION.** Changed to Total Tenant Payment.

**GROSS RENT.** The sum of the Rent to Owner and the utility allowance. If there is no utility allowance, Rent to Owner equals Gross Rent.

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

**HAP CONTRACT.** (See Housing Assistance Payments contract.)

**HEAD OF HOUSEHOLD.** The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

**HOUSING AGENCY.** A state, country, municipality or other governmental entity or public body authorized to administer the program. The term "PHA" includes an Indian housing authority (IHA). ("PHA" and "PHA" mean the same thing.)

**HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** Act in which the U.S. Housing Act of 1937 (sometimes referred to as the Act) was recodified, and which added the Section 8 Programs.

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**HOUSING ASSISTANCE PAYMENT.** The monthly assistance payment by a PHA. The total assistance payment consists of:

A payment to the owner for rent to owner under the family's lease.

An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a "utility reimbursement" payment.

**HOUSING ASSISTANCE PAYMENTS CONTRACT.** (HAP contract). A written contract between a PHA and an owner in the form prescribed by HUD headquarters, in which the PHA agrees to make housing assistance payments to the owner on behalf of an eligible family.

**HOUSING ASSISTANCE PLAN.** (1) A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. (2) A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

**HOUSING QUALITY STANDARDS (HQS).** The HUD minimum quality standards for housing assisted under the tenant-based programs.

**HUD REQUIREMENTS.** HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

**IMPUTED ASSET.** Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

**IMPUTED INCOME.** HUD passbook rate x total cash value of assets. Calculation used when assets exceed \$5,000.

**INITIAL PHA.** In portability, the term refers to both:

A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and

A PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

**INITIAL PAYMENT STANDARD.** The payment standard at the beginning of the HAP contract term.

**INITIAL RENT TO OWNER.** The rent to owner at the beginning of the HAP contract term.



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**INCOME.** Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

**INCOME FOR ELIGIBILITY.** Annual Income.

**INDIAN.** Any person recognized as an Indian or Alaska Native by an Indian Tribe, the federal government, or any State.

**INDIAN HOUSING AUTHORITY (IHA).** A housing agency established either:

By exercise of the power of self-government of an Indian Tribe, independent of State law, or

By operation of State law providing specifically for housing authorities for Indians.

**INTEREST REDUCTION SUBSIDIES.** The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

**JURISDICTION.** The area in which the PHA has authority under State and local law to administer the program.

**LANDLORD.** This term means either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner.

**LARGE VERY LOW INCOME FAMILY.** Prior to the 1982 regulations, this meant a very low income family which included six or more minors. This term is no longer used.

**LEASE.** A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the PHA. In cooperative housing, a written agreement between a cooperative and a member of the cooperative. The agreement establishes the conditions for occupancy of the member's family with housing assistance payments to the cooperative under a HAP contract between the cooperative and the PHA.

**LEASE ADDENDUM.** See Tenancy Addendum

**LIVE-IN AIDE.** A person who resides with an elderly person or disabled person and who:

Is determined to be essential to the care and well-being of the person.

Is not obligated for the support of the person.

Would not be living in the unit except to provide necessary supportive services.

**LOCAL PREFERENCE.** A preference used by the PHA to select among applicant families without regard to their federal preference status.

**LOW-INCOME FAMILY.** A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. For admission to the certificate program, HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

**MANUFACTURED HOME.** A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS. A special housing type. See 24 CFR 982.620 and 982.621.

**MANUFACTURED HOME SPACE.** In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space. See 24 CFR 982.622 to 982.624

**MARKET RENT.** The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

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**MEDICAL EXPENSES.** Those total medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. A deduction for Elderly Households only. These allowances are given when calculating adjusted income for medical expenses in excess of 3% of Annual Income.

**MINOR.** A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

**MIXED FAMILY.** A family with citizens and eligible immigration status and without citizens and eligible immigration status as defined in 24 CFR 5.504(b)(3)

**MONTHLY ADJUSTED INCOME.** 1/12 of the Annual Income after Allowances or Adjusted Income.

**MONTHLY INCOME.** 1/12 of the Annual Income.

**NATIONAL.** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

**NEGATIVE RENT.** Now called Utility Reimbursement. A negative Tenant Rent results in a Utility Reimbursement Payment (URP).

**NET FAMILY ASSETS.** Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

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**NET FAMILY CONTRIBUTION.** Former name for Tenant Rent.

**NON CITIZEN.** A person who is neither a citizen nor a national of the United States.

**OCCUPANCY STANDARDS.** [Now referred to as **Subsidy Standards**] Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions.

**OVER-FMR TENANCY (OFTO).** In the pre-merger Certificate program: A tenancy for which the initial gross rent exceeds the FMR/exception rent limit.

**OWNER.** Any persons or entity having the legal right to lease or sublease a unit to a participant.

**PARTICIPANT.** A family that has been admitted to the PHA's certificate program or voucher program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (First day of initial lease term).

**PAYMENT STANDARD.** The maximum subsidy payment for a family (before deducting the family contribution). The PHA sets a payment standard in the range from 90 to 110 percent of the current FMR/exception rent limit.

**PERSONS WITH DISABILITIES.** Individuals with any condition or characteristic that renders a person an individual with a handicap as defined in 24 CFR 8.2.

**PHA PLAN.** The annual plan and the 5-year plan as adopted by the PHA and approved by HUD in accordance with part 903 of this chapter.

**PORTABILITY.** Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial PHA

**PREMISES.** The building or complex in which the dwelling unit is located, including common areas and grounds.

**PRIVATE SPACE.** In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

**PROGRAM.** The Section 8 tenant-based assistance program under this part.

**PROGRAM RECEIPTS.** HUD payments to the PHA under the consolidated ACC, and any other amounts received by the PHA in connection with the program.

**PUBLIC ASSISTANCE.** Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.

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**PUBLIC HOUSING AGENCY (PHA).** PHA includes any State, county, municipality or other governmental entity or public body which is authorized to administer the program (or an agency or instrumentality of such an entity), or any of the following:

A consortia of housing agencies, each of which meets the qualifications in paragraph (1) of this definition, that HUD determines has the capacity and capability to efficiently administer the program (in which case, HUD may enter into a consolidated ACC with any legal entity authorized to act as the legal representative of the consortia members):

Any other public or private non-profit entity that was administering a Section 8 tenant-based assistance program pursuant to a contract with the contract administrator of such program (HUD or a PHA) on October 21, 1998; or

For any area outside the jurisdiction of a PHA that is administering a tenant-based program, or where HUD determines that such PHA is not administering the program effectively, a private non-profit entity or a governmental entity or public body that would otherwise lack jurisdiction to administer the program in such area.

**REASONABLE RENT.** A rent to owner that is not more than rent charged for comparable units in the private unassisted market, and not more than the rent charged for comparable unassisted units in the premises.

**RECEIVING PHA.** In portability: An PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a certificate or voucher and provides program assistance to the family.

**RECERTIFICATION.** Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported. There are annual and interim re-certifications.

**REGULAR TENANCY.** In the pre-merger Certificate program: A tenancy other than an over-FMR tenancy.

**REMAINING MEMBER OF TENANT FAMILY.** Person left in assisted housing after other family members have left and become unassisted.

**RENT TO OWNER.** The total monthly rent payable to the owner under the lease for the unit. Rent to owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.

**RESIDENCY PREFERENCE.** A PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area (“residency preference area”).

**RESIDENCY PREFERENCE AREA.** The specified area where families must reside to qualify for a residency preference.

**RESIDENT ASSISTANT.** A person who lives in an Independent Group Residence and provides on a daily basis some or all of the necessary services to elderly, handicapped, and disabled individuals receiving Section 8 housing assistance and who is essential to these individuals' care or well-being. A Resident Assistant shall not be related by blood, marriage or operation of law to individuals receiving Section 8 assistance nor contribute to a portion of his/her income or resources towards the expenses of these individuals.

**RESPONSIBLE ENTITY.** For the public housing and Section 8 tenant-based assistance, project-based certificate assistance and moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

**SECRETARY.** The Secretary of Housing and Urban Development.

**SECURITY DEPOSIT.** A dollar amount which can be applied to unpaid rent, damages or other amounts to the owner under the lease.

**SERVICE PERSON.** A person in the active military or naval service (including the active reserve) of the United States.

**SINGLE PERSON.** A person living alone or intending to live alone.

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**SPECIAL ADMISSION.** Admission of an applicant that is not on the PHA waiting list or without considering the applicant's waiting list position.

**SPECIAL HOUSING TYPES.** See Subpart M of 24 CFR 982, which states the special regulatory requirements for SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

**SPOUSE.** The husband or wife of the head of the household.

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**SUBSIDIZED PROJECT.** A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of:

Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or

Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or

Direct loans pursuant to Section 202 of the Housing Act of 1959; or

Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;

Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency;

A Public Housing Project.

**SUBSIDY STANDARDS.** Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**SUBSTANDARD UNIT.** Substandard housing is defined by HUD for use as a federal preference.

**SUSPENSION/TOLLING.** Stopping the clock on the term of a family's certificate or voucher, for such period as determined by the PHA, from the time when the family submits a request for PHA approval to lease a unit, until the time when the PHA approves or denies the request. If the PHA decides to allow extensions or suspensions of the voucher term, the PHA administrative plan must describe how the PHA determines whether to grant extensions or suspensions, and how the PHA determines the length of any extension or suspension.

**TENANCY ADDENDUM.** In the lease between the tenant and the owner, the lease language required by HUD.

**TENANT.** The person or persons (other than a live-in-aide) who executes the lease as lessee of the dwelling unit.

**TENANT RENT.** The amount payable monthly by the family as rent to the unit owner (Section 8 owner or PHA in public housing).

**TOTAL TENANT PAYMENT (TTP).** The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

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**UNIT.** Residential space for the private use of a family.

**UNUSUAL EXPENSES.** Prior to the change in the 1982 regulations, this was the term applied to the amounts paid by the family for the care of minors under 13 years of age or for the care of disabled or handicapped family household members, but only where such care was necessary to enable a family member to be gainfully employed.

**UTILITIES.** Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

**UTILITY ALLOWANCE.** If the cost of utilities (except telephone) including range and refrigerator, and other housing services for an assisted unit is not included in the Contract Rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy living environment.

**UTILITY REIMBURSEMENT PAYMENT.** The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

**VACANCY LOSS PAYMENTS.** (For contracts effective prior to 10/2/95) When a family vacates its unit in violation of its lease, the owner is eligible for 80% of the Contract Rent for a vacancy period of up to one additional month, (beyond the month in which the vacancy occurred) if s/he notifies the PHA as soon as s/he learns of the vacancy, makes an effort to advertise the unit, and does not reject any eligible applicant except for good cause.

**VERY LARGE LOWER-INCOME FAMILY.** Prior to the change in the 1982 regulations this was described as a lower-income family which included eight or more minors. This term is no longer used.

**VERY LOW INCOME FAMILY.** A Lower-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the Certificate and Voucher Programs.

**VETERAN.** A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.

**VIOLENT CRIMINAL ACTIVITY.** Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

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**VOUCHER HOLDER.** A family holding a voucher with an unexpired term (search time).

**VOUCHER PROGRAM.** The Housing Choice Voucher program.

**WAITING LIST ADMISSION.** An admission from the PHA waiting list.

**WAITING LIST.** A list of families organized according to HUD regulations and PHA policy who are waiting for subsidy to become available.

**WELFARE ASSISTANCE.** Income assistance from Federal or State welfare programs, including assistance provided under TANF and general assistance. Does not include assistance directed solely to meeting housing expenses, nor programs that provide health care, child care or other services for working families.

**WELFARE RENT.** This concept is used ONLY for pre-merger Certificate tenants who receive welfare assistance on an "AS-PAID" basis. It is not used for the Housing Voucher Program.

If the agency does NOT apply a ratable reduction, this is the maximum a public assistance agency COULD give a family for shelter and utilities, NOT the amount the family is receiving at the time the certification or re-certification is being processed.

If the agency applies a ratable reduction, welfare rent is a percentage of the maximum the agency could allow.



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**C. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE**

**CHILD.** A member of the family other than the family head or spouse who is under 18 years of age.

**CITIZEN.** A citizen or national of the United States.

**EVIDENCE.** Evidence of citizenship or eligible immigration status means the documents which must be submitted to evidence citizenship or eligible immigration status.

**PHA.** A housing authority- either a public housing agency or an Indian housing authority or both.

**HEAD OF HOUSEHOLD.** The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

**HUD.** Department of Housing and Urban Development.

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

**MIXED FAMILY.** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

**NATIONAL.** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

**NONCITIZEN.** A person who is neither a citizen nor nation of the United States.

**PHA.** A housing authority who operates Public Housing.

**RESPONSIBLE ENTITY.** The person or entity responsible for administering the restrictions on providing assistance to non-citizens with ineligible immigration status (the PHA).

**SECTION 214.** Section 214 restricts HUD from making financial assistance available for non-citizens unless they meet one of the categories of eligible immigration status specified in Section 214.

**SPOUSE.** Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads." "Co-head" is a term recognized by some HUD programs, but not by public and Indian housing programs.

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## **PROGRAM INTEGRITY ADDENDUM**

[24 CFR 792.101 to 792.204, 982.54]

### **INTRODUCTION**

The US Department of HUD conservatively estimates that 200 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental assistance than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible, or are receiving benefits which exceed their legal entitlement.

The PHA is committed to assuring that the proper level of benefits is paid to all participating families, and that housing resources reach only income-eligible families so that program integrity can be maintained.

The PHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This Chapter outlines the PHA's policies for the prevention, detection and investigation of program abuse and fraud.

### **A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD**

Under no circumstances will the PHA undertake an inquiry or an audit of a participating family arbitrarily. The PHA's expectation is that participating families will comply with HUD requirements, provisions of the certificate or voucher, and other program rules. The PHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the PHA has a responsibility to HUD, to the Community, and to eligible families in need of housing assistance, to monitor participants and owners for compliance and, when indicators of possible abuse come to the PHA's attention, to investigate such claims.

The PHA will initiate an investigation of a participating family only in the event of one or more of the following circumstances:

**Referrals, Complaints, or Tips.** The PHA will follow up on referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a family is in non-compliance with, or otherwise violating the family obligations or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently **verifiable**. A copy of the allegation will be retained in the family's file.

**Internal File Review.** A follow-up will be made if PHA staff discovers (as a function of a certification or re-certification, an interim re-determination, or a quality control review), information or facts which conflict with previous file data, the PHA's knowledge of the family, or is discrepant with statements made by the family.

**Verification of Documentation.** A follow-up will be made if the PHA receives independent verification or documentation which conflicts with representations in the family's file (such as public record information or credit bureau reports, reports from other agencies).

### **B. STEPS THE PHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD**

The PHA management and staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and participating

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families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by families.

**Things You Should Know.** This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules, and to clarify the PHA's expectations for cooperation and compliance.

**Program Orientation Session.** Mandatory orientation sessions will be conducted by the PHA staff for all prospective program participants, either prior to or upon issuance of a certificate or voucher. At the conclusion of all Program Orientation Sessions, the family representative will be required to sign a "Program Briefing Certificate" to confirm that all rules and pertinent regulations were explained to them.

**Resident Counseling.** The PHA will routinely provide participant counseling as a part of every re-certification interview in order to clarify any confusion pertaining to program rules and requirements.

**Review and explanation of Forms.** Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

**Use of Instructive Signs and Warnings.** Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse

**Participant Certification.** All family representatives will be required to sign a "Participant Certification" form, as contained in HUD's Participant Integrity Program Manual.

### **C. STEPS THE PHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD**

The PHA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

**Quality Control File Reviews.** Prior to initial certification, and at the completion of all subsequent re-certifications, 25 % of files will be reviewed. Such reviews shall include, but are not limited to:

- \* Assurance that verification of all income and deductions is present.
- \* Changes in reported Social Security Numbers or dates of birth.
- \* Authenticity of file documents.
- \* Ratio between reported income and expenditures.
- \* Review of signatures for consistency with previously signed file documents.
- \* All forms are correctly dated and signed.

**Observation.** The PHA Management and Occupancy Staff (to include inspection personnel) will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

- \* Observations will be documented in the family's file.

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**Public Record Bulletins** may be reviewed by Management and Staff.

**State Wage Data Record Keepers.** Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits

**Credit Bureau Inquiries.** Credit Bureau inquiries may be made (with proper authorization by the participant) in the following circumstances:

- \* **At the time of final eligibility determination**
- \* **When an allegation is received by the PHA wherein unreported income sources are disclosed.**
- \* **When a participant's expenditures exceed his/her reported income, and no plausible explanation is given.**

#### **D. THE PHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD**

The PHA staff will encourage all participating families to report suspected abuse to **Director of Leased Housing**. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the participant's file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The **Director of Leased Housing** will not follow up on allegations which are vague or otherwise non-specific. They will only review allegations which contain one or more independently verifiable facts.

**File Review.** An internal file review will be conducted to determine:

If the subject of the allegation is a client of the PHA and, if so, to determine whether or not the information reported PHAs been previously disclosed by the family.

It will then be determined if the PHA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

**Conclusion of Preliminary Review.** If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the **Director of Leased Housing** will initiate an investigation to determine if the allegation is true or false.

#### **E. OVERPAYMENTS TO OWNERS**

\* **If the landlord PHAs been overpaid as a result of fraud, misrepresentation or violation of the Contract, the PHA may terminate the Contract and arrange for restitution to the PHA and/or family as appropriate.**

\* **The PHA 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 PHA or the tenant, as applicable.**

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## **F. HOW THE PHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD**

If the PHA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file, or a person designated by the Executive Director to monitor the program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, the PHA will secure the written authorization from the program participant for the release of information.

\* **Credit Bureau Inquiries.** In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.

\* **Verification of Credit.** In cases where the financial activity conflicts with file data, a *Verification of Credit* form may be mailed to the creditor in order to determine the unreported income source.

\* **Employers and Ex-Employers.** Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misrepresented.

\* **Neighbors/Witnesses.** Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the PHA's review.

\* **Other Agencies.** Investigators, case workers or representatives of other benefit agencies may be contacted.

\* **Public Records.** If relevant, the PHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.

\* **Interviews with Head of Household or Family Members.** The PHA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate PHA office. A high standard of courtesy and professionalism will be maintained by the PHA staff person who conducts such interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

## **G. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE PHA**

Documents and other evidence obtained by the PHA during the course of an investigation will be considered "work product" and will either be kept in the participant's file, or in a separate "work file." In either case, the participant's file or work file shall be kept in a locked file cabinet. Such cases under review will not be discussed among PHA Staff unless they are involved in the process, or have information which may assist in the investigation.

## **H. CONCLUSION OF THE PHA'S INVESTIGATIVE REVIEW**

At the conclusion of the investigative review, the reviewer will report the findings to the Executive Director or designee. It will then be determined whether a violation PHAs occurred, a violation PHAs not occurred, or if the facts are inconclusive.

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## **I. EVALUATION OF THE FINDINGS**

If it is determined that a program violation has occurred, the PHA will review the facts to determine:

The type of violation (procedural, non-compliance, fraud).

Whether the violation was intentional or unintentional.

What amount of money (if any) is owed by the family.

If the family is eligible for continued occupancy.

## **J. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED**

Once a program violation PHAs been documented, the PHA will propose the most appropriate remedy based upon the type and severity of the violation.

- 1. Procedural Non-compliance.** This category applies when the family "fails to" observe a procedure or requirement of the PHA , but does not misrepresent a material fact, and there is no retroactive assistance payments owed by the family.

Examples of non-compliance violations are:

Failure to appear at a pre-scheduled appointment.

Failure to return verification in time period specified by the PHA.

- (a) Warning Notice to the Family.** In such cases a notice will be sent to the family which contains the following:

**\* A description of the non-compliance and the procedure, policy or obligation which was violated.**

**\* The date by which the violation must be corrected, or the procedure complied with.**

**\* The action which will be taken by the PHA if the procedure or obligation is not complied with by the date specified by the PHA.**

**\* The consequences of repeated (similar) violations.**

- 2. Procedural Non-compliance- Overpaid Assistance.** When the family owes money to the PHA for failure to report changes in income or assets, the PHA will issue a Notification of Overpayment of Assistance. This Notice will contain the following:

A description of the violation and the date(s).

Any amounts owed to the PHA .

A **10** day response period.

The right to disagree and to request an informal hearing with instructions for the request of such hearing.

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- (a) Participant Fails to Comply with PHA's Notice. If the Participant fails to comply with the PHA's notice, and a family obligation PHAs been violated, the PHA will initiate termination of assistance.
  - (b) Participant Complies with PHA's Notice. When a family complies the PHA's notice, the staff person responsible will meet with him/her to discuss and explain the Family Obligation or program rule which was violated. The staff person will complete a Participant Counseling Report, give one copy to the family and retain a copy in the family's file.

**3. Intentional Misrepresentations.** When a participant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance by the PHA, the PHA will evaluate whether or not:

The participant had knowledge that his/her actions were wrong, and

The participant willfully violated the family obligations or the law.

Knowledge that the action or inaction was wrong. This will be evaluated by determining if the participant was made aware of program requirements and prohibitions. The participant's signature on various certification, briefing certificate, Personal Declaration and Things You Should Know are adequate to establish knowledge of wrong-doing.

The participant willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

- (a) An admission by the participant of the misrepresentation.
- (b) That the act was done repeatedly.
- (c) If a false name or Social Security Number was used.
- (d) If there were admissions to others of the illegal action or omission.
- (e) That the participant omitted material facts which were known to him/her (e.g., employment of self or other household member).
- (f) That the participant falsified, forged or altered documents.
- (g) That the participant uttered and certified to statements at an interim (re)determination which were later independently verified to be false.

**4. Dispositions of Cases Involving Misrepresentations.** In all cases of misrepresentations involving efforts to recover monies owed, the PHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

- (a) Criminal Prosecution: If the PHA PHAs established criminal intent, and the case meets the criteria for prosecution, the PHA will:

**\* Refer the case to the local State or District Attorney, notify HUD's RIGI, and terminate rental assistance.**

**\* Refer the case to HUD's RIGI, and terminate rental assistance.**

- (b) Administrative Remedies: The PHA will:

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**\* Terminate assistance and execute an administrative repayment agreement in accordance with the PHA's Repayment Policy.**

Permit continued assistance at the correct level and execute an administrative repayment agreement in accordance with the PHA's repayment policy.

- \* 5. The Case Conference for Serious Violations and Misrepresentations. When the PHA PHAs established that material misrepresentation(s) have occurred, a Case Conference will be scheduled with the family representative and the PHA staff person who is most knowledgeable about the circumstances of the case.**

**\* This conference will take place prior to any proposed action by the PHA. The purpose of such conference is to review the information and evidence obtained by the PHA with the participant, and to provide the participant an opportunity to explain any document findings which conflict with representations in the family's file. Any documents or mitigating circumstances presented by the family will be taken into consideration by the PHA . The family will be given 5 days to furnish any mitigating evidence.**

**\* A secondary purpose of the Participant Conference is to assist the PHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the PHA will consider:**

**\* The duration of the violation and number of false statements.**

**\* The family's willingness to cooperate, and to accept responsibility for his/her actions**

**\* The amount of money involved.**

**\* The family's past history**

**\* Whether or not criminal intent PHAs been established.**

- 6. Notification to Participant of Proposed Action.** The PHA will notify the family of the proposed action no later than 5 days after the case conference by certified mail.



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## Attachment E

## **Eligibility Requirements (24 CFR 982.627)**

The family must meet all the eligibility requirements listed below before the commencement of homeownership assistance.

- The family must be eligible for the Housing Choice Voucher Program
- The family satisfies any first-time homeowner requirements
- The family satisfies the minimum income requirement
- The family has not defaulted on a mortgage securing debt to purchase a home under the homeownership option
- The family must have a good credit history

The MHA will impose the following additional requirements

- The family has had no family caused violations of HUD's Housing Quality Standards within the past 3 years
- The family is not within the initial one year period of the HAP contract
- The family does not owe any monies to a PHA
- The family has not committed any serious or repeated violations of a PHA assisted lease within the past 2 years
- The family has no criminal history within the past 5 years

### **I. ELIGIBILITY REQUIREMENTS**

Meriden Housing Authority (MHA) may not provide homeownership assistance for a family unless MHA determines that the family satisfies all of the following initial requirements at the commencement of homeownership assistance for the family:

#### **1. Family Self-Sufficiency (FSS) Participation Requirement**

- The family is a participant in MHA's FSS program
- Exception: If a family has qualified for homeownership assistance provided by another jurisdiction, but wishes to purchase a home within the City of Meriden, Section 8 homeownership assistance is portable to MHA's jurisdiction, subject to any reasonable requirements MHA may impose on a case-by-case review to help ensure that the family is well positioned to succeed as a homeowner in Meriden.
- Additional participants may be added at the discretion of MHA's Leased Housing Director

#### **2. Section 8 Participation Requirements**

- The family must be admitted to the Section 8 Housing Choice Voucher program, in accordance with MHA's Section 8 administrative plan. A family assisted under the homeownership option may be a newly admitted or existing participant in the program.

#### **3. FIRST-TIME HOMEBUYER REQUIREMENT**

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To qualify as a first-time homebuyer, the assisted family may not include any person who owned a “present ownership interest” in a residence of any family member during the three years before the commencement of homeownership assistance for the family.

- a. The term “first-time homebuyer” includes a single parent or displaced homemaker who, while married, owned a home with his or her spouse, or resided in a home owned by his or her spouse. (12 U.S.C. 12713)
- b. A family that includes a family member is a person with disabilities, and, for whom, use of the homeownership option is needed as a reasonable accommodation so that the Housing Choice Voucher program is readily accessible to and usable by such a person, in accord with 24 C.F.R. 8.

HUD’s September 2000 final rule indicates that the eligibility requirements are “intended to direct homeownership assistance to “new” homeowners who may be unable to purchase a home without this assistance” and to “discourage use of Section 8 subsidy on behalf of families who have achieved homeownership independently, without benefit of the Federal Section 8”. (Federal Register, 9/12/00, p. 55134).

#### **4. MINIMUM INCOME REQUIREMENTS**

##### **c. General Requirements**

MHA has established minimum income requirements based upon family size and purchase price. These are provided in Attachment A to this SEHOP Plan. These minimum income requirements may be modified in accord with lender and underwriting practices.

**Exclusion of welfare assistance from income determinations:** MHA will not count any welfare assistance received by the family in determining annual income and whether it meets this Minimum Income Requirement. This disregard of welfare assistance income affects only the determination of annual income used to determine if a family initially qualifies for commencement of homeownership assistance, but does not effect: (1) the determination of income-eligibility for admission to the voucher program; or (2) calculation of the family’s total tenant payment (gross family contribution); or (3) calculation of the amount of homeownership assistance payments on behalf of the family.

**Exception for elderly families and disabled families:** In the case of an elderly family or a disabled family, MHA will count welfare assistance of adult family members who will own the home in determining annual income and whether it meets the Minimum Income Requirement.

##### **d. Alternative Minimum Income Requirements**

A family that does not meet SEHOP minimum income requirements may still be eligible if they meet HUD minimum income requirements and satisfy each of the following requirements:

The family must meet HUD minimum income requirements. At commencement of homeownership assistance payments, the family must demonstrate that the annual income, as determined above, of the adult members who will own the home at commencement of homeownership assistance is not less than:

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- e. For a disabled family, the monthly Federal SSI benefit for an individual living alone (or paying his or her share of food and housing costs) multiplied by twelve; or
  - f. For all other families, the Federal minimum wage multiplied by 2,000.

The family must demonstrate that it has been pre-qualified or pre-approved for financing.

The pre-qualified or pre-approved financing must meet MHA's requirements for financing the purchase of the home (including qualifications of lenders and terms of financing).

The pre-qualified or pre-approved financing amount must be sufficient to purchase housing that meets Housing Quality Standards in Meriden.

## **5. EMPLOYMENT REQUIREMENT**

The Family must demonstrate that one or more adult members of the family who will own the home at commencement of homeownership assistance:

- Is currently employed on a full-time basis, which is defined as not less than an average of 30 (thirty) hours per week; and
- Has been continuously employed on a full-time basis during the year before commencement of homeownership assistance for the family.

**Work interruptions:** MHA will determine, at its discretion, whether interruptions of employment are considered to be permissible.

**Exemption from employment requirement for elderly and disabled families:** The Employment Requirement does not apply to an elderly family or a disabled family, as defined in 24 C.F.R. 5.403 (b). Furthermore, for a family that is not an elderly or disabled family but includes a person with disabilities, MHA will grant an exemption from the employment requirement if MHA determines that an exemption is needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities, in accordance with 24 C.F.R. 8.

## **6. GOOD STANDING REQUIREMENT**

Any family applying for the Section 8 Homeownership Program (SEHOP) must be a tenant in good standing with MHA. The house-hold must have a history of on-time payments, must demonstrate compliance with all MHA requirements for continued program eligibility, and may be asked to submit criminal background and credit check. These will be evaluated on a case by case basis, and a criminal record or poor credit is not necessarily cause to be ineligible for SEHOP assistance.

## **7. PROHIBITION AGAINST MORTGAGE DEFAULTS**

MHA will not commence homeownership assistance for a family that includes an individual who was an adult member of a family at the time when such family received homeownership assistance and defaulted on

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a mortgage securing debt incurred to purchase the home.

## **B. ELIGIBILITY REQUIREMENTS FOR UNITS**

A family approved for SEHOP assistance may purchase the following types of homes: a new or existing home, a single-family home, a condominium, or manufactured home to be situated on a privately owned lot.

MHA may not provide homeownership assistance before the unit satisfies all of the following requirements:

### **1. Initial Requirements**

- a. The unit is eligible for Section 8 assistance, in accord with MHA's Section 8 Administrative Plan and regulations at 24 C.F.R. 982.352 (with the exception of provisions that prohibit using Section 8 assistance for homeownership and for PHA-owned housing, at 24 C.F.R. 982.352 (a)(6), (a)(7), and (b), and corresponding provisions of the Administrative plan)
- b. The unit was either under construction or already existing at the time that the family enters into a contract of sale.
- c. The unit is either a one unit property (including a manufactured home) or a single dwelling unit in a condominium.

### **1. Inspection Requirements**

- a. The unit has been inspected by a MHA inspector (or MHA's designee) Housing Quality Standards (HQS), as required for any Section 8 assistance.
- b. The unit has been inspected by an independent inspector selected by and paid for by the family. MHA requires that independent inspectors be certified by the American Society of Home Inspections. MHA may establish additional standards for qualification of inspectors selected by families in SEHOP. However, MHA may not require the family to use an independent inspector selected by MHA. The independent inspector may not be a MHA employee or contractor, or other person under the control of MHA.

**Requirements of independent inspection:** The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems and components.

The independent inspector must provide a copy of the inspector report to both the family and to MHA. MHA may not provide SEHOP homeownership assistance until the MHA has reviewed the inspection report of the independent inspector. Even if the unit otherwise complies with the HQS, MHA shall have the discretion to disapprove the unit for homeownership assistance because of the information in the inspection report.

- c. If either the HQS inspection or the independent inspection determines that the home requires repairs before occupancy, MHA will discuss the results with the family. If repairs are to be made, contract of sale may be signed contingent upon the satisfactory completion of repairs. No homeownership assistance may be provided before the unit

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passes HQS standards and before MHA approves the results of the report of the independent inspector.

#### **1. Seller Qualifications**

MHA may not commence homeownership assistance for occupancy of a home if MHA has been informed (by HUD or otherwise) that the seller of the home is debarred, suspected, or subject to a limited denial of participation under 24 C.F.R.

In its administrative discretion, MHA may deny approval of a seller for any reason provided for disapproval of an owner under 24 C.F.R. 982.306.

#### **4. Environmental Requirements**

In accord with HUD regulations, including regulations at 24 C.F.R. 58.6, MHA will comply with authorities in requiring purchasers to obtain and maintain flood insurance for units in special flood hazard areas, prohibiting assistance for acquiring units in the coastal barriers resource system, and requiring notification to the purchaser of units in airport runway clear zones and airfield clear zones.

### **C. Required Homeownership Counseling**

#### **2. Pre-Purchase Homeownership Counseling Requirements**

Before a family is eligible to receive SEHOP assistance, the family is required to:

- (a) secure a readiness assessment from the pre-purchase counseling agency, to determine any impediments to purchasing within six months of completion of a pre-purchase education course as approved by the MHA;
- (b) attend and complete a pre-purchase counseling program, approved by the MHA, and designed to assist the family in resolving any impediments to purchasing, should the readiness assessment reveal any;
- (c) attend and complete a pre-purchase training and education provided by the MHA.

The pre-purchase counseling program will cover credit counseling and repair, money management and budgeting. The pre-purchase training and education program will cover the pros and cons of homeownership; making a decision as to the type of home to purchase, the advantage of purchasing a home in an area that does not have a high concentration of low income families, Fair Housing issues in homeownership, how to identify a Realtor with whom to work, how to select a home that meets the family's needs, how to negotiate a purchase agreement, ordering pre-purchase inspections, mortgage options, Fair Lending issues in homeownership, how to secure mortgage financing, avoidance of predatory lending practices, the mortgage approval process, selecting an attorney, what occurs at a closing, the mortgage documents (including Federal and State Laws, RESPA and truth-in-lending), home maintenance, budgeting as a homeowner, and any other issues related to owning a home.

If, after completion of the required program, the counseling provider determines that additional assistance is needed prior to homeownership, MHA, together with the family and

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counseling provider, will establish a course of action that must be satisfactorily completed before the family is eligible for homeownership.

The agency providing the education and counseling programs shall either be HUD-approved, or the program shall be consistent with the homeownership education and counseling provided under HUD's Housing Counseling Program.

### **1. Post-Purchase Counseling Program**

MHA will require households to participate in an MHA-approved post-purchase counseling program while receiving assistance. Such counseling will include topics such as financial planning required by new homebuyers; handling maintenance and repairs; energy conservation; homeowner assistance programs; banks' roles in servicing mortgages, and what to do if there is a possibility of a late or missed payment.

## **D. Financing and Purchase Requirements**

### **2. Pre-qualification / Pre-approval**

Upon completion of pre-purchase education course, the family must, within thirty (30) days, secure a pre-qualification letter from a qualified lender, to provide them with an appropriate price range for their housing search. It is understood that the pre-qualification letter does not commit the lender to loan to the family, and is used, simply as a guideline for the family as it searches for an appropriate home.

Alternatively, the family may, within the same 30-day period, secure a pre-approval form from a qualified lender, indicating the amount of funding and type of mortgage product that the lender will provide, at such time as the family has entered into an accepted purchase and sales agreement.

In either instance, the MHA will provide to the lender notice of the amount and terms of the housing assistance payments to be made on behalf of the family. When qualifying the family for a mortgage, the lender will be required to consider all income allowed by Section 8 as income, according to the same terms as the Minimum Income Requirement, and subject only to the underwriting restrictions of the loan program for which the family has applied.

MHA will maintain a list of lenders who have been informed of SEHOP requirements and understand the mortgage products available to households in the SEHOP program.

### **3. Required Time-Frame for Purchasing a Home**

Upon completion of pre-purchase counseling (if required), the pre-education course, and receipt of a pre-qualification letter from a qualified lender, the family must commence an active search for a home.

The family may continue to participate in the homeownership program, and will be considered to have satisfied this requirement if they have submitted to the MHA;

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- (a) a fully executed purchase and sales agreement that meets all conditions of the program
  - (b) a commitment for permanent mortgage financing by a qualified lender

within 180 days of having been pre-qualified. For good cause, MHA may extend a family's time to locate a home in additional 30-day increments.

During a Section 8 participant's search for a home to purchase, their Section 8 rental assistance shall continue pursuant to the Administrative Plan. If a Section 8 participant family is unable to locate a home within the time approved by MHA, their Section 8 rental assistance through the Section 8 Housing Choice Voucher Program shall continue.

#### **1. MHA Approval of Financing Terms**

MHA will authorize homeownership assistance only when the loan product has been pre-approved by MHA. MHA has worked to establish program-specific loan products that will accommodate the needs of our program participants as well as the needs of lenders, underwriters, and the secondary mortgage market. The basic requirements of our pre-approved loan products are provided as an attachment to this document.

MHA welcomes any additional lenders who will provide loan products suited to the needs of our program and its participants. In addition, should a SEHOP participant family prefer to finance its purchase through a lender whose loan products have not been pre-approved by MHA, MHA will negotiate with that lender to provide a loan product suited to our program requirements.

MHA will review lender qualifications and loan terms before authorizing homeownership assistance. MHA may disapprove proposed financing, refinancing, or other debt if MHA determines that the debt is un-affordable, or that the lender or other loan terms do not meet MHA qualifications. In making this determination, MHA may take into account other family expenses, such as childcare, un-reimbursed medical expenses, homeownership expenses, and other family expenses as determined by MHA.

Loan approval will not be unreasonably withheld and is intended as a check to disqualify prospective financing including terms and conditions that are not in the best interest of the family.

#### **4. Down-payment Requirements**

MHA requires a minimum homeowner down payment of at least 3 percent of the purchase price, with at least one percent of the purchase price paid from the family's personal resources.

MHA will maintain a list of down-payment assistance programs available to Section 8 Homeownership families.

#### **2. Contract of Sale Requirements**

Homeownership assistance may not begin before the family has entered a contract of sale with



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the seller of the unit to be acquired by the family. The family must give MHA a copy of the contract of sale. The sale must:

- a. Specify the price and other terms of sale by the seller to the purchaser.
- b. Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser.
- c. Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser.
- d. Provide that the purchaser is not obligated to pay for any necessary repairs.
- e. Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation under HUD regulations, including regulations at 24 C.F.R. 24.

## **II. Terms of Homeownership Assistance**

### **A. Maximum Term of Homeownership Assistance**

A family shall not receive homeownership assistance for more than:

- Fifteen years, if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or
- Ten years, in all other cases.

**Applicability of Maximum Term:** The maximum term described above applies to any member of the family who has an ownership interest in the unit during the time that homeownership payments are made; or is the spouse of any member of the household who has an ownership interest in the unit during the time homeownership payments are made.

**Exception for Elderly and Disabled Families:** The maximum term does not apply to elderly and disabled families, with the following conditions:

- In the case of an elderly family, the exception applies only if the family qualifies as an elderly family at the start of homeownership assistance.
- In the case of a disabled family, the exception applies if, at the time during receipt of homeownership assistance, the family qualifies as a disabled family.
- If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least 6 months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance in accordance with the Administrative Plan).

**Assistance for different homes or from different PHAs:** If the family has received homeownership assistance for different homes, or from different PHAs, the total of such assistance terms is subject to the maximum term specified above.

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## **A. Amount and Distribution of Homeownership Assistance Payments**

### **1. Amount of Monthly Homeownership Assistance Payments**

While the family is residing in the home, MHA shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the *lower* of either:

- The payment standard minus the total tenant payment; or
- The family's monthly homeownership expenses minus the total tenant payment.

#### **a. Payment Standard**

The payment standard for a family is the lower of either:

- The payment standard for the unit size; or
- The payment standard for the size of the home.

The payment standard for a family is the greater of either:

- The payment standard at the commencement of homeownership assistance for occupancy of the home; or
- The payment standard at the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for the occupancy of the home.

MHA must use the same payment standard schedule, payment standard amounts, and subsidy standards for the homeownership option as for the rental voucher program. If the home is located in an exception payment standard area, the PHA must use the appropriate payment standard for the exception payment standard area.

#### **a. Homeownership Expenses**

Expenses allowed in the determination of monthly homeownership expenses include only amounts allowed by MHA to cover:

##### **For a homeowner:**

- Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;
- Real estate taxes and public assessments on the home;
- Home insurance;
- An approved allowance for maintenance expenses;
- An approved allowance for costs of major repairs, replacements;
- An approved allowance for utilities for the home; and
- Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements, or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if MHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person, in accord with HUD regulations at 24 C.F.R. 8.

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- Land lease payments (where a family does not own fee title to the real property on which the home is located).

**For a condominium owner:** In addition to the homeownership expenses listed above, homeownership expenses may also include condominium operating charges or maintenance fees assessed by the condominium association.

### **1. Distribution of Homeownership Assistance Payments**

MHA will make monthly homeownership assistance payments directly into a dedicated, limited-access account established by the mortgage lender.

If the monthly homeownership assistance payment exceeds the amount due to the lender, MHA will pay the excess directly to the family.

## **II. Requirements for Continued Assistance**

### **A. Family Obligations**

#### **1. Family obligations Applicable to all Section 8 Recipients**

Families receiving homeownership assistance under the Section 8 program must satisfy those family obligations required of all families receiving Section 8 assistance, as specified in MHA's Section 8 Administrative Plan, with the exception of irrelevant provisions which are specified at 24 C.F.R. 982.634(b)(9). The basic Section 8 family obligations relevant to the families receiving homeownership assistance are described more fully in MHA's Section 8 Administrative Plan and include:

##### **a. Supplying required information**

The family must supply any information that MHA or HUD determines is necessary in the administration of the Section 8 program, including submission of required evidence of citizenship or eligible immigration status.

The family must supply any information requested by MHA or HUD for use in a regularly scheduled re-examination or interim re-examination of family income or composition in accordance with HUD requirements and MHA policies specified in the Administrative Plan.

The family must disclose and verify social security numbers and must sign and submit consent forms for information in accordance with HUD requirements and MHA policies specified in the Administrative Plan.

Any information supplied by the family must be true and complete.

##### **b. Use and occupancy of the assisted unit**

The family must use the assisted unit for residence by the family. The unit must be the family's only residence.

The composition of the assisted family residing in the unit must be approved by MHA. The family must promptly inform MHA of the birth, adoption, or court-awarded custody of a child. The family must request MHA approval to add any other family member as an occupant of the unit. No other person [i.e., nobody but members of the assisted family] may reside in the unit (except

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for a foster child or live-in aide).

The family must promptly notify MHA if any family member no longer resides in the unit.

If MHA has given approval, a foster child or live-in aide may reside in the unit. MHA has the discretion to adopt reasonable policies concerning residence by a foster child or a live-in aide, and concerning when MHA consent may be given or denied. Such policies are specified in MHA's Section 8 administrative Plan.

Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family.

The family must not sub-lease or sub-let the unit.

The family must not assign the lease or transfer the unit. For families receiving homeownership assistance, see the prohibitions, below on conveyance or transfer of the home.

**c. Absence from unit**

The family must supply any information or certification request by MHA to verify that the family is living in the unit, or relating to family absence from the unit (in excess of 10 days), including any MHA-requested information or certification on the purposes of family absences. The family must cooperate with MHA for this purpose. The family must promptly notify MHA of any absence from the unit.

**d. Fraud and other program violation**

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

**e. Crime by other family members**

The members of the family may not engage in drug-related criminal activity, or violent criminal activity. MHA policies regarding drug-related or violent criminal activity are specified more fully in the Section 8 Administrative Plan.

**f. Prohibition against duplicative housing assistance**

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

**g. Applicability of other Section 8 program requirements**

The above list of family obligations required of any family receiving Section 8 assistance is not intended to limit or supersede family obligations as specified in MHA's Section 8 Administrative Plan. Families receiving homeownership assistance are referred to the Administrative Plan for more specific information about family obligations and program administration.

There are a number of regulatory requirements for Section 8 participants that are not applicable to recipients of homeownership assistance—primarily, because these requirements pertain specifically to the tenant-landlord relationship. These exceptions are specified at 24 C.F.R. 982.641 and elsewhere in 24 C.F.R. 982 Subpart M, and are discussed below in Section IV. D. These exceptions do not substantively alter the family obligations of SEHOP homeownership

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assistance recipients.

## **2. Family Obligations Specific to Recipients of Section 8 Homeownership Assistance**

In addition, families receiving homeownership assistance must satisfy additional family obligations, which are specified in this section III. A.2, as a condition for continued receipt of homeownership assistance. Before commencement of homeownership assistance, the family must execute a statement of family obligations on the form prescribed by HUD. In the statement, the family agrees to comply with all family obligations under the homeownership option of the Section 8 program.

### **a. On-going counseling**

To the extent required by MHA, the family must attend and complete on-going post-purchase homeownership and housing counseling.

### **b. No requirement of periodic inspections**

Families receiving Section 8 rental assistance must have their rental unit inspected periodically to ensure that it complies with HUD Housing Quality Standards. This requirement of periodic inspections does not apply to Section 8 participants receiving homeownership assistance.

### **c. Compliance with mortgage**

The family must supply to MHA any information concerning:

- (1) Any mortgage or other debt incurred to purchase the home, and any refinancing of such debt (including information needed to determine whether the family has defaulted on the debt, and the nature of any such default), and information on any satisfaction or payment of the mortgage debt. SEHOP assisted families are required to provide proof of mortgage payments and other relevant homeownership expenses on an annual basis.
- (2) Any sale or other transfer of any interest in the home.
- (3) Any information required by MHA concerning the family's homeownership expenses.

### **d. Notice of mortgage default**

The family must notify MHA, if the family defaults on a mortgage securing debt incurred to purchase the home (or any refinancing of such debt).

### **e. Supplying required information**

The family must supply to MHA any information concerning:

- (1) Any mortgage or other debt incurred to purchase the home, and any refinancing of such debt (including information needed to determine whether the family has defaulted on the debt, and the nature of any such default), and information on any satisfaction or payment of the mortgage debt. SEHOP assisted families are required to provide proof of mortgage payments and other relevant homeownership expenses on an annual basis.

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(2) Any sale or other transfer of any interest in the home.

(3) Any information required by MHA concerning the family's homeownership expenses.

**f. Occupancy of home**

Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, MHA may not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to MHA the homeownership assistance for the month when the family moves out.

**g. Notice of Move-Out**

The family must notify MHA before the family moves out of the home.

**h. Prohibition on ownership interest on second residence**

During the time the family receives homeownership assistance under the SEHOP program, no family member may have any ownership interest in any other residential property.

**i. Prohibition against conveyance or transfer of home**

So long as the family is receiving homeownership assistance, use and occupancy of the home is subject to HUD and MHA regulations regarding use and occupancy of the assisted unit, and absence from the unit.

The family may grant a mortgage on the home for debt incurred to finance purchase of the home or any refinancing of such debt.

Upon the death of a family member who holds title, in whole or in part, to the home, homeownership assistance may continue pending settlement of the decedent's estate, notwithstanding transfer of title by operation of law to the decedent's executor or legal representation, so long as the home is solely occupied by remaining family members in accordance with 24 C.F.R. 982.551 (h) and MHA's Section 8 Administrative Plan.

**A. Denial or Termination of Assistance**

MHA shall terminate homeownership assistance for the family, and shall deny voucher rental assistance for the family, as follows:

**1. Failure to meet required obligations under the Section 8 voucher program**

MHA will deny or terminate homeownership assistance in accordance with MHA's Section 8 Administrative Plan's provisions for denial or termination of assistance, including provisions concerning crime by family members.

**2. Failure to comply with family obligations**

MHA will deny or terminate assistance for violation of participant obligations as described in MHA's Section 8 Administrative Plan and this SEHOP Addendum to the Administrative Plan.

**3. Mortgage default**

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MHA must terminate homeownership assistance for any member of a family receiving homeownership assistance who is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA-insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt.

MHA, at its discretion, may permit the family to move to a new unit with continued voucher rental assistance. However, MHA must deny such permission if:

- a. The family defaulted on an FHA-insured mortgage; and
- b. The family fails to demonstrate that: (1) the family has conveyed title to the home, as required by HUD, to HUD or HUD's designee; and (2) the family has moved from the home within the period established or approved by HUD.

## **A. Automatic Termination of Homeownership Assistance**

Homeownership assistance is limited by the same income limits and housing assistance payment rules and policies applicable to MHA's Section 8 rental assistance program. Homeownership assistance for a family terminates automatically 180 calendar days after the last homeownership assistance payment on behalf of the family. However, MHA has the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

## **II. Other Administrative Matters**

### **A. Portability**

- A family may qualify to move outside the initial PHA jurisdiction with continued homeownership assistance under the voucher program, in accordance with the requirements of this Addendum.
- Subject to the terms of MHA's Section 8 portability requirements and requirements for continued assistance, a family determined eligible for homeownership assistance by MHA may purchase a unit outside MHA's jurisdiction if the receiving PHA is administering a voucher homeownership program and is accepting new homeownership families.
- Subject to the terms of MHA's Section 8 portability requirements and requirements for continued assistance, a family determined eligible for homeownership assistance by a PHA in a different jurisdiction may purchase a home within the City of Meriden, and their Section 8 homeownership assistance will be portable to MHA administration, subject to any reasonable requirements MHA may impose on a case-by-case review to help ensure that the family is well-positioned to succeed as a homeowner in the city of Meriden.
- In general, the portability procedures described in MHA's Section 8 Administrative Plan (and HUD regulations at C.F.R. 982.353 and 982.355) apply to the homeownership option, and the administrative responsibilities of the initial and receiving PHA are not altered except that some administrative functions (e.g., issuance of a voucher or execution of a tenancy addendum) do not apply to the homeownership option.
- The family who seeks portability of its homeownership assistance must attend the briefing and counseling sessions required by the receiving PHA. The receiving PHA will

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determine whether the financing for and the physical conditions of the unit are acceptable. The receiving PHA must promptly notify the initial PHA, if the family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the PHA.

- Continued assistance under the portability procedures is subject to the following requirements for Moves with Continued Tenant-Based Assistance.

## **A. Moves with Continued Tenant-Based Assistance**

### **1. Permitted Move to a new Unit**

A family receiving homeownership assistance may move to a new unit with continued tenant-based assistance in accord with the requirements of this Section IV. B. The family may move either with voucher rental assistance (in accordance with rental assistance program requirements) or with voucher homeownership assistance (in accordance with homeownership assistance requirements).

MHA will not commence continued tenant-based assistance for occupancy of the new unit so long as any family member owns any title or other interest in the prior home.

MHA permits only one move per calendar year from or to a unit eligible for homeownership assistance, but MHA may make exceptions to this rule, at MHA's discretion, on a case-by-case basis. Moves that involve (both to and from) only unit's eligible for rental assistance are governed by MHA's Section 8 Administrative Plan.

### **2. Requirements for Continuation of Homeownership Assistance**

If a family that has received homeownership assistance wants to move to a new unit with continued homeownership assistance, the family must satisfy all the initial requirements specified in Section I and thereafter of this Addendum except the following requirements for eligibility for homeownership assistance, which do not apply:

- a. The requirement for pre-assistance counseling, except that MHA may require that the family complete additional counseling (before or after moving to a new unit with continued homeownership assistance).
- b. The requirement that the family be a first-time homeowner.

### **1. When MHA may DENY Permission to Move with Continued Assistance**

MHA may deny permission to move to a new unit with continued voucher assistance as follows:

- a. MHA may deny permission to move with continued rental or homeownership assistance if MHA determines that it does not have sufficient funding to provide continued assistance.
- b. At any time, MHA may deny permission to move with continued rental or homeownership assistance in accord with the provisions for denial or termination of assistance provided in Section III. B., Denial or Termination Assistance, of this Addendum or elsewhere in MHA's Section 8 Administrative Plan.



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## **Attachment B**

### **Underwriting Guidelines for Section 8 Mortgages**

#### **Income and Borrower Qualification Options**

##### **Deduct HAP from PITI Option**

Under this option, the borrower's HAP is applied directly to the PITI, and the housing debt to income ratio is calculated on the "net housing obligation" of the borrower. When this option is used, it must be coupled with (1) ratios of 28/36 for all Section 8 mortgages using PITI reduction, regardless of the mortgage product chosen by the borrower, and (2) direct deposit of the monthly HAP payment into a dedicated, limited access account established by the lender and/or mortgage service.

##### **PITI Deduction Option for HomeChoice Borrowers**

For HomeChoice borrowers who use the HAP deduction from PITI, the qualifying ratios are 28/50. HomeChoice Section 8 borrowers are limited to 28% of their non-HAP income for PITI, and may go up to 50% for their total debt ratio. Borrowers receiving SSI (non-taxable income) may gross up their earned income by 25%. The 50% total debt ratio must be used in conjunction with a budget-based worksheet.

##### **Add HAP to Income Option**

An alternate option is to calculate total income as a combination of (1) the tax-exempt HAP (grossed up by 25%) and (2) the borrower's income from employment, using underwriting ratios specific to the product being used. The PITI deduction approach may not be used with this option.

##### **Two Mortgage Option (purchase money first and simultaneous second lien)**

The borrower is qualified for the first mortgage (PITI) using only earned income, and the HAP is used to pay the full P & I for a second mortgage. This underwriting structure is appropriate if the term of the second mortgage is no longer than the maximum allowable term allowed by HUD for the Section 8 payments (15 year mortgages with financing of 20 years or more and 10 years for financing less than 20 years). (NOTE: Initially, the borrower does not make payment for the second lien from their earned income and therefore will not experience payment shock when the HAP payment is terminated, since termination will not occur before the second lien is paid off unless the borrowers' income increases above the maximum allowed under the Section 8 program. Typically, private mortgage insurance is not applicable under this option, and there may be faster equity build-up).

#### **Additional Restrictions**

- MHA will not approve any financing that includes balloon payments or variable interest rates.
- Private seller financing should be avoided.
- If the purchase of the home is financed with FHA mortgage insurance, such financing is subject to FHA mortgage insurance requirements.