

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

PHA Plans

5 Year Plan for Fiscal Years 2000 - 2004

Annual Plan for Fiscal Year 2000

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

HUD 50075
OMB Approval No: 2577-0226
Expires: 03/31/2002

**PHA Plan
Agency Identification**

PHA Name: Housing Authority of the City of Hagerstown, Maryland

PHA Number: MD006

PHA Fiscal Year Beginning: (mm/yyyy) 10/2000

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)
Public Library

5-YEAR PLAN
PHA FISCAL YEARS 2000 - 2004

[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)

The Housing Authority of the City of Hagerstown, Maryland, is committed to providing quality, affordable housing in a safe environment. Through partnerships with our residents and other groups we will provide opportunities for those we serve to become self-sufficient.

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 the PHA's own, PHAs **ARE STRONGLY ENCOURAGED TO IDENTIFY QUANTIFIABLE MEASURES OF SUCCESS IN REACHING THEIR OBJECTIVES OVER THE COURSE OF THE 5 YEARS.** (Quantifiable measures would include targets such as: numbers of families served or PHAS scores achieved.) PHAs should identify these measures in the spaces to the right of or below the stated objectives.

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

- PHA Goal: Expand the supply of assisted housing
- Objectives:
- Apply for additional rental vouchers:
 - Reduce public housing vacancies:
 - Leverage private or other public funds to create additional housing opportunities:
 - Acquire or build units or developments
 - Other (list below)

- PHA Goal: Improve the quality of assisted housing
Objectives:
- Improve public housing management: (PHAS score)
 - Improve voucher management: (SEMAP score)
 - Increase customer satisfaction:
 - Concentrate on efforts to improve specific management functions:
(list; e.g., public housing finance; voucher unit inspections)
 - Renovate or modernize public housing units:
 - Demolish or dispose of obsolete public housing:
 - Provide replacement public housing:
 - Provide replacement vouchers:
 - Other: (list below)

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

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

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

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

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

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

- PHA Goal: Ensure equal opportunity and affirmatively further fair housing
Objectives:
 - Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:
 - Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:
 - Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:
 - Other: (list below)

Other PHA Goals and Objectives: (list below)

- I. PHA Goal: Manage the Hagerstown Housing Authority's existing public housing program in an efficient and effective manner thereby qualifying as at least a standard performer. Maximum effort will be made each year to obtain "High Performer" status.

Objectives:

- A. HUD shall recognize the Hagerstown Housing Authority as a high performer by no later than December 31, 2004.
- B. The Hagerstown Housing Authority shall achieve and sustain an occupancy rate of 99% by December 31, 2004.

- C. The Hagerstown Housing Authority shall promote a motivating work environment with a recognized capable and efficient team of employees to operate as a customer-friendly and fiscally prudent leader in the affordable housing industry.
- II. PHA Goal: Enhance the marketability of the Hagerstown Housing Authority's public housing units.
- III. PHA Goal: Make housing provided by Hagerstown Housing Authority the affordable housing of choice for the low-income residents of our community.

Objectives:

- A. The Hagerstown Housing Authority shall achieve a level of customer satisfaction that gives the agency the score of nine or higher in this element of the Public Housing Assessment System by December 31, 2004.
 - B. The Hagerstown Housing Authority shall remove all major graffiti within 48 hours of discovering it by December 31, 2001. Minor graffiti will be removed within 30 days.
 - C. The Hagerstown Housing Authority shall achieve proper curb appeal for its public housing developments by improving its landscaping, keeping its grass cut, making the properties litter-free and other actions by December 31, 2001.
 - D. The Hagerstown Housing Authority shall become a recognized customer-oriented organization.
- IV. PHA Goal: Provide a safe and secure environment in the Hagerstown Housing Authority's public housing developments.
 - V. PHA Goal: Improve resident and community perception of safety and security in the Hagerstown Housing Authority's public housing developments.

Objectives:

- A. The Hagerstown Housing Authority shall reduce crime in its developments by 10% or more by December 31, 2004. (Base data as of January 1, 2000.)
- B. The Hagerstown Housing Authority shall reduce crime in its developments so that the crime rate is equal to or less than their surrounding neighborhood by December 31, 2004.
- C. The Hagerstown Housing Authority shall utilize modern technology and creative dissemination of staff to reduce our costs for security by 30% by December 31, 2004. (Base data as of January 1, 2000.)
- D. The Hagerstown Housing Authority will solicit feedback from the Resident Advisory Board representatives annually to insure community perception is that our

security efforts and resources are being allocated as efficiently and effectively as possible.

- VI. PHA Goal: Manage the Hagerstown Housing Authority's tenant-based program in an efficient and effective manner thereby qualifying as at least a standard performer under SEMAP. Maximum effort will be made each year to obtain "High Performer" status.
- VII. PHA Goal: Expand the range and quality of housing choices available to participants in the Hagerstown Housing Authority's tenant-based assistance program.

Objectives:

- A. The Hagerstown Housing Authority shall establish a program to help people use its tenant-based program to become homeowners by December 31, 2004.
 - B. The Hagerstown Housing Authority shall increase new landlord participation by 10% by December 31, 2004. We shall create and implement a Power Point presentation for an outreach program by December 31, 2001.
 - C. The Hagerstown Housing Authority shall monitor all HUD tenant-based assistance program availability notices and apply for the appropriate opportunities in order to accommodate families on our wait list.
- VIII. PHA Goal: Maintain Hagerstown Housing Authority's real estate in a decent condition.
 - IX. PHA Goal: Deliver timely and high quality maintenance service to the residents of the Hagerstown Housing Authority.
 - X. PHA Goal: Replace or renovate obsolete housing.

Objectives:

- A. The Hagerstown Housing Authority shall maintain its units so that they are, at a minimum, in compliance with the City of Hagerstown Housing Code.
- B. The Hagerstown Housing Authority shall create and implement a comprehensive preventive maintenance plan by December 31, 2001.
- C. The Hagerstown Housing Authority shall create and maintain an appealing, up-to-date environment in its developments by December 31, 2004. This will be evidenced by customer service results accomplished by HUD.
- D. The Hagerstown Housing Authority shall achieve and maintain an average response time of no more than two hours in responding to emergency work orders by December 31, 2002.
- E. The Hagerstown Housing Authority shall achieve and maintain an average response time of 14 days in responding to routine work orders by December 31, 2002.

- F. The Hagerstown Housing Authority will determine the feasibility, and make application if appropriate, for HOPE VI funding to replace Westview Homes.
- XI. PHA Goal: Ensure full compliance with all applicable standards and regulations including government generally accepted accounting practices.
- XII. PHA Goal: Reduce dependence on federal funding.

Objectives:

- A. The Hagerstown Housing Authority shall operate so that the operating budget income exceeds expenses (excluding depreciation) every year.
 - B. The Hagerstown Housing Authority shall maintain its operating reserves at a level of at least one million dollars between now and December 31, 2004.
 - C. The Hagerstown Housing Authority will reduce its dependence on HUD by raising more dollars from non-HUD sources by December 31, 2004.
- XIII. PHA Goal: Enhance the image of public housing in our community.

Objectives:

- A. The Hagerstown Housing Authority's leadership shall speak to at least three civic, religious, or fraternal groups per year between now and December 31, 2004, to explain the many benefits we provide to the community.
- B. The Hagerstown Housing Authority shall ensure that there are at least three positive stories a year in the local media about the Housing Authority or one of its residents.

Annual PHA Plan
PHA Fiscal Year 2000

[24 CFR Part 903.7]

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)
 Administering Section 8 Only

Troubled Agency Plan

ii. Executive Summary of the Annual PHA Plan

[24 CFR Part 903.7 9 (r)]

Provide a brief overview of the information in the Annual Plan, including highlights of major initiatives and discretionary policies the PHA has included in the Annual Plan.

See Introduction for inclusion.

iii. Annual Plan Table of Contents

[24 CFR Part 903.7 9 (r)]

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

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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:

- Tab 1 Admissions Policy for Deconcentration (MD006a01)
- Tab 4 FY 2000 Capital Fund Program Annual Statement (MD006b01)
- Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)
- Tab 5 Community Service and Family Self-Sufficiency Requirements for Public Housing (MD006d01)

Optional Attachments:

- Tab 3 PHA Management Organizational Chart
- FY 2000 Capital Fund Program 5 Year Action Plan
- C. Public Housing Drug Elimination Program (PHDEP) Plan (MD006c01)
- 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.

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
✓	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
✓	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
✓	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
✓	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
✓	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
✓	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
✓	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 2/199 <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
✓	Public housing rent determination policies, including the methodology for setting public housing flat rents <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
✓	Schedule of flat rents offered at each public housing development <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
✓	Section 8 rent determination (payment standard) policies <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
✓	Public housing management and maintenance policy documents including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
✓	Public housing grievance procedures <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
✓	Section 8 informal review and hearing procedures <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
✓	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
N/A	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
✓	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
N/A	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
N/A	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
N/A	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
N/A	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
N/A	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
N/A	Policies governing any Section 8 Homeownership program <input type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
N/A	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
✓	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
N/A	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
✓	The most recent Public Housing Drug Elimination Program (PHDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
✓	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U. S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
N/A	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
N/A	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

A. Housing Needs of Families in the Jurisdiction/s Served by the PHA

Based upon the information contained in the Consolidated Plan/s applicable to the jurisdiction, and/or other data available to the PHA, provide a statement of the housing needs in the jurisdiction by completing the following table. In the "Overall" Needs column, provide the estimated number of renter families that have housing needs. For the remaining characteristics, rate the impact of that factor on the housing needs for each family type, from 1 to 5, with 1 being "no impact" and 5 being "severe impact." Use N/A to indicate that no information is available upon which the PHA can make this assessment.

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Loca-tion
Income <= 30% of AMI	1368	5	N/A	N/A	5	N/A	N/A
Income >30% but <=50% of AMI	793	3	N/A	N/A	5	N/A	N/A
Income >50% but <80% of AMI	583	3	N/A	N/A	5	N/A	N/A
Elderly	841	4	N/A	N/A	5	N/A	N/A
Families with Disabilities	N/A	N/A	N/A	N/A	5	N/A	N/A
Race/Ethnicity	White 6498	N/A	N/A	N/A	5	N/A	N/A
Race/Ethnicity	Black 1975	N/A	N/A	N/A	5	N/A	N/A
Race/Ethnicity	N/A						
Race/Ethnicity	N/A						

What sources of information did the PHA use to conduct this analysis? (Check all that apply; all materials must be made available for public inspection.)

- Consolidated Plan of the Jurisdiction/s
Indicate year: 7/1/1995 – 6/30/2000 (from 1990 Census)
- U.S. Census data: the Comprehensive Housing Affordability Strategy ("CHAS") dataset
- American Housing Survey data
Indicate year:
- Other housing market study – *An Affordable Housing Survey*

Indicate year: 1994

Other sources: (list and indicate year of information)

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

Housing Needs of Families on the Waiting List			
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	1116		456
Extremely low income <=30% AMI	921	83%	
Very low income (>30% but <=50% AMI)	209	19%	
Low income (>50% but <80% AMI)	32	3%	
Families with children	748	67%	
Elderly families	81	7%	
Families with Disabilities	210	19%	
Race/ethnicity	743 White	67%	
Race/ethnicity	357 Black	32%	
Race/ethnicity	15 Other	1%	
Race/ethnicity			

Housing Needs of Families on the Waiting List			
Characteristics by Bedroom Size (Public Housing Only)			
1BR	209	48%	94
2 BR	134	31%	186
3 BR	65	15%	150
4 BR	20	5%	20
5 BR	6	1%	6
5+ BR			
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes:			
How long has it been closed (# of months)?			
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input type="checkbox"/> Yes			

C. 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 903.7 9 (b)]

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.

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2000 grants)		
a) Public Housing Operating Fund	1,247,752	
b) Public Housing Capital Fund	1,583,735	
c) HOPE VI Revitalization	N/A	
d) HOPE VI Demolition	N/A	
e) Annual Contributions for Section 8 Tenant-Based Assistance	2,778,094	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	233,650	Other
g) Resident Opportunity and Self-Sufficiency Grants	N/A	
h) Community Development Block Grant	N/A	
i) HOME	N/A	
Other Federal Grants (list below)	N/A	
Service Coordinator for Public Housing	37,500	PH Supportive Services
2. Prior Year Federal Grants (unobligated funds only) (list below)		
MD06DEP0060198	163,863	PH Safety / Security / Other
3. Public Housing Dwelling Rental Income		
Dwelling Rental	2,450,592	PH Operations
Excess Utilities	60,000	PH Operations
4. Other income (list below)		
Interest Income	120,000	PH Operations
Maintenance & Late Charges	133,224	PH Operations
4. Non-federal sources (list below)		
Washer/Dryer Commission	26,658	PH Operations
Telephone Commissions	1,500	PH Operations
Roof Top Rental	6,270	PH Operations
Total resources	8,842,838	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

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: **15 families**
- 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: **Debt due another PHA and credit checks.**

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)

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?

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

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

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

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

(3) Assignment

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

- One
- Two
- Three or More

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

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

(4) Admissions Preferences

a. Income targeting:

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

b. Transfer policies:

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

- Emergencies
- Overhoused
- Underhoused
- Medical justification
- Administrative reasons determined by the PHA (e.g., to permit modernization work)
- Resident choice: (state circumstances below)
- Other: **Reasonable Accommodation**
Hate Crimes
Safety Moves

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): **Reasonable Accommodation**
Elderly Head or Co-head or Person with Disabilities

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)

- 3** Working families and those unable to work because of age or disability
- Veterans and veterans' families
- 2** Residents who live and/or work in the jurisdiction
- 3** 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): **1 – Reasonable Accommodation**
3 – Elderly Head or Co-head or Person with Disability

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: **1) Preference to working families.**
2) FSS participants who completed one year and all goals to date.

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:

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)

(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:

(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): **Elderly/Disabled/Displaced Single Reasonable Accommodation**

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
- 2** 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): **Elderly/Disabled/Displaced Single (3)**
Reasonable Accommodation (1)

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

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

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

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

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

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

(5) Special Purpose Section 8 Assistance Programs

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

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

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

- Through published notices
- Other (list below)

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (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:

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

- For the earned income of a previously unemployed household member
- For increases in earned income
- Fixed amount (other than general rent-setting policy)

If yes, state amount/s and circumstances below:

Fixed percentage (other than general rent-setting policy)

If yes, state percentage/s and circumstances below:

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

e. Ceiling rents

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

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

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

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

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

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

f. Rent re-determinations:

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

- Never
- At family option
- Any time the family experiences an income increase
- Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)_____
- Other (list below) **When family composition changes**

- 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)

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)

Current FMR

(2) Minimum Rent

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

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

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

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

Exemptions from Component 5: High performing and small PHAs are not required to complete this section. Section 8 only PHAs must complete parts A, B, and C(2)

A. PHA Management Structure

Describe the PHA’s management structure and organization.

(select one)

An organization chart showing the PHA’s management structure and organization is attached.

A brief description of the management structure and organization of the PHA follows:

B. HUD Programs Under PHA Management

List Federal programs administered by the PHA, number of families served at the beginning of the upcoming fiscal year, and expected turnover in each. (Use “NA” to indicate that the PHA does not operate any of the programs listed below.)

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	1180	Average 20 per month
Section 8 Vouchers		
Section 8 Certificates		
Section 8 Mod Rehab		
Special Purpose Section 8 Certificates/Vouchers (list individually)		
Public Housing Drug Elimination Program (PHDEP)	1180	Average 20 per month
Capital Fund	1180	Average 20 per month
Other Federal Programs(list individually):		
1. Service Coordinator for elderly & persons with disabilities	450	Average 2 per month
2. Family Self-Sufficiency	100	Average 2 per month

C. Management and Maintenance Policies

List the PHA’s public housing management and maintenance policy documents, manuals and handbooks that contain the Agency’s rules, standards, and policies that govern maintenance and management of public housing, including a description of any measures necessary for the prevention or eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

- (1) Public Housing Maintenance and Management: (list below)
Admissions & Occupancy Policy
Maintenance Policies

- (2) Section 8 Management: (list below)
Administrative Plan

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

Exemptions from component 6: High performing PHAs are not required to complete component 6. Section 8-Only PHAs are exempt from sub-component 6A.

A. Public Housing

- 1. Yes No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

If yes, list additions to federal requirements below:

- 2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)

- PHA main administrative office
- PHA development management offices
- Other (list below)

B. Section 8 Tenant-Based Assistance

1. Yes No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply)
- PHA main administrative office
- Other (list below)

7. Capital Improvement Needs

[24 CFR Part 903.79 (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.

(1) Capital Fund Program Annual Statement

Using parts I, II, and III of the Annual Statement for the Capital Fund Program (CFP), identify capital activities the PHA is proposing for the upcoming year to ensure long-term physical and social viability of its public housing developments. This statement can be completed by using the CFP Annual Statement tables provided in the table library at the end of the PHA Plan template, or, at the PHA's option, by completing and attaching a properly updated HUD-52837.

Select one:

- The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (state name) **Capital Fund Program Annual Statement (Parts I, II and III)**

-or-

- The Capital Fund Program Annual Statement is provided below: (if selected, copy the CFP Annual Statement from the Table Library and insert here)

(2) Optional 5-Year Action Plan

Agencies are encouraged to include a 5-Year Action Plan covering capital work items. This statement can be completed by using the 5 Year Action Plan table provided in the table library at the end of the PHA Plan template **OR** by completing and attaching a properly updated HUD-52834.

a. Yes No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund? (if no, skip to sub-component 7B)

b. If yes to question a, select one:

The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment: **Capital Fund 5-Year Action Plan**

-or-

The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5 Year Action Plan from the Table Library and insert here)

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:
Westview Homes (MD006002)

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:
Westview Homes (MD006002)

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:

8. Demolition and Disposition

[24 CFR Part 903.7 9 (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.)

Demolition/Disposition Activity Description	
1a. Development name:	
1b. Development (project) number:	
2. Activity type: Demolition <input type="checkbox"/>	
Disposition <input type="checkbox"/>	

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

9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities

[24 CFR Part 903.7 9 (i)]

Exemptions from Component 9; Section 8 only PHAs are not required to complete this section.

1. Yes No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If “No”, skip to component 10. If “yes”, complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

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 10. If “No”, complete the Activity Description table below.

Designation of Public Housing Activity Description	
1a. Development name:	
1b. Development (project) number:	
2. Designation type:	Occupancy by only the elderly <input type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one)	Approved; included in the PHA’s Designation Plan <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: (DD/MM/YY)	
5. If approved, will this designation constitute a (select one)	<input type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected:	
7. Coverage of action (select one)	<input type="checkbox"/> Part of the development <input type="checkbox"/> Total development

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]

Exemptions from Component 10; Section 8 only PHAs are not required to complete this section.

A. Assessments of Reasonable Revitalization Pursuant to section 202 of the HUD FY 1996 HUD Appropriations Act

1. Yes No: Have any of the PHA’s developments or portions of developments been identified by HUD or the PHA as covered under section 202 of the HUD FY 1996 HUD Appropriations Act? (If “No”, skip to component 11; if “yes”, complete one activity description for each identified development, unless eligible to complete a streamlined submission. PHAs completing streamlined submissions may skip to component 11.)

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 11. If “No”, complete the Activity Description table below.

Conversion of Public Housing Activity Description	
1a. Development name:	
1b. Development (project) number:	
2. What is the status of the required assessment?	<input type="checkbox"/> Assessment underway <input type="checkbox"/> Assessment results submitted to HUD <input type="checkbox"/> Assessment results approved by HUD (if marked, proceed to next question) <input type="checkbox"/> Other (explain below)
3. <input type="checkbox"/> Yes <input type="checkbox"/> No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)	
4. Status of Conversion Plan (select the statement that best describes the current status)	<input type="checkbox"/> Conversion Plan in development <input type="checkbox"/> Conversion Plan submitted to HUD on: (DD/MM/YYYY) <input type="checkbox"/> Conversion Plan approved by HUD on: (DD/MM/YYYY) <input type="checkbox"/> Activities pursuant to HUD-approved Conversion Plan underway
5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one)	<input type="checkbox"/> Units addressed in a pending or approved demolition application (date submitted or approved:) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved:) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved:) <input type="checkbox"/> Requirements no longer applicable: vacancy rates are less than 10 percent <input type="checkbox"/> Requirements no longer applicable: site now has less than 300 units <input type="checkbox"/> Other: (describe below)

B. Reserved for Conversions pursuant to Section 22 of the U.S. Housing Act of 1937

C. Reserved for Conversions pursuant to Section 33 of the U.S. Housing Act of 1937

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (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.)

Public Housing Homeownership Activity Description (Complete one for each development affected)	
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 12.)

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:

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (l)]

Exemptions from Component 12: High performing and small PHAs are not required to complete this component. Section 8-Only PHAs are not required to complete sub-component C.

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

- Yes No: Has the PHA entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed? DD/MM/YY

2. Other coordination efforts between the PHA and TANF agency (select all that apply)

- Client referrals
- Information sharing regarding mutual clients (for rent determinations and otherwise)
- Coordinate the provision of specific social and self-sufficiency services and programs to eligible families
- Jointly administer programs
- Partner to administer a HUD Welfare-to-Work voucher program
- Joint administration of other demonstration program
- Other (describe)

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas?

(select all that apply)

- Public housing rent determination policies
- Public housing admissions policies
- Section 8 admissions policies
- Preference in admission to section 8 for certain public housing families
- Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
- Preference/eligibility for public housing homeownership option participation
- Preference/eligibility for section 8 homeownership option participation
- Other policies (list below)

b. Economic and Social self-sufficiency programs

- Yes No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If “yes”, complete the following table; if “no” skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use.)

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)
<i>Family Self-Sufficiency</i>	<i>100</i>	<i>Specific Criteria</i>	<i>Main Office</i>	<i>Both</i>
<i>Job Readiness & Job Search (through PHDEP)</i>	<i>100</i>	<i>Specific Criteria</i>	<i>At each PH Community</i>	<i>Public Housing</i>

a. **Family Self Sufficiency program/s**

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2000 Estimate)	Actual Number of Participants (As of: DD/MM/YY)
Public Housing	0	34 as of 11/16/1999
Section 8	25	30 as of 11/16/1999

- b. Yes No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size?
If no, list steps the PHA will take below:

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)

- Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
- Informing residents of new policy on admission and reexamination
- Actively notifying residents of new policy at times in addition to admission and reexamination.
- Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
- Establishing a protocol for exchange of information with all appropriate TANF agencies
- Other: (list below)

D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Section 8 Only PHAs may skip to component 15. High Performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

A. Need for measures to ensure the safety of public housing residents

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)

- High incidence of violent and/or drug-related crime in some or all of the PHA's developments
- High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
- Residents fearful for their safety and/or the safety of their children
- Observed lower-level crime, vandalism and/or graffiti
- People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
- Other (describe below)

2. What information or data did the PHA use to determine the need for PHA actions to improve safety of residents (select all that apply).

- Safety and security survey of residents
- Analysis of crime statistics over time for crimes committed "in and around" public housing authority
- Analysis of cost trends over time for repair of vandalism and removal of graffiti
- Resident reports
- PHA employee reports
- Police reports
- Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
- Other (describe below)

3. Which developments are most affected? (list below)

**Douglass Court
Frederick Manor
Noland Village
Parkside Homes
Westview Homes**

B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year

1. List the crime prevention activities the PHA has undertaken or plans to undertake: (select all that apply)

- Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
- Crime Prevention Through Environmental Design
- Activities targeted to at-risk youth, adults, or seniors
- Volunteer Resident Patrol/Block Watchers Program
- Other (describe below)

Department of Security

3. Which developments are most affected? (list below)

**Douglass Court
Frederick Manor
Noland Village
Parkside Homes
Potomac Towers
Scattered Sites
Walnut Towers
Westview Homes**

C. Coordination between PHA and the police

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

- Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
- Police provide crime data to housing authority staff for analysis and action
- Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
- Police regularly testify in and otherwise support eviction cases
- Police regularly meet with the PHA management and residents

- Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
- Other activities (list below)

2. Which developments are most affected? (list below)

- Douglass Court**
- Frederick Manor**
- Noland Village**
- Parkside Homes**
- Potomac Towers**
- Scattered Sites**
- Walnut Towers**
- Westview Homes**

D. Additional information as required by PHDEP/PHDEP Plan

PHAs eligible for FY 2000 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

- Yes No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
- Yes No: Has the PHA included the PHDEP Plan for FY 2000 in this PHA Plan?
- Yes No: This PHDEP Plan is an Attachment. (**See Safety & Crime**)

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

- 1. Yes No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h))? (If no, skip to component 17.)
- 2. Yes No: Was the most recent fiscal audit submitted to HUD?
- 3. Yes No: Were there any findings as the result of that audit?

4. Yes No: If there were any findings, do any remain unresolved?
If yes, how many unresolved findings remain?_____
5. Yes No: Have responses to any unresolved findings been submitted to HUD?
If not, when are they due (state below)?

17. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

Exemptions from component 17: Section 8 Only PHAs are not required to complete this component. High performing and small PHAs are not required to complete this component.

1. Yes No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock , including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?
2. What types of asset management activities will the PHA undertake? (select all that apply)
- Not applicable
- Private management
- Development-based accounting
- Comprehensive stock assessment
- Other: (list below)
3. Yes No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

18. Other Information

[24 CFR Part 903.7 9 (r)]

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:

Excerpt from April 25, 2000 Resident Advisory Board Meeting Minutes:

“Ted Shankle asked if there were any comments/modifications from the Board in reference to the Five-Year Authority Plan. The Board members stated they fully support the plan. Charles Miller made a motion to approve the plan with the motion being seconded by Eugene Smith. Linda Luther called for a vote and the plan was unanimously accepted.”

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 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)

One vote per household.

C. Statement of Consistency with the Consolidated Plan

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

1. Consolidated Plan jurisdiction: **City of Hagerstown Five Year Consolidation Plan**

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)

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

Letter of confirmation from City of Hagerstown

D. Other Information Required by HUD

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

1. Definition of "Substantial Deviation" and "Significant Amendment or Modification". Substantial deviations or significant amendments or modifications are defined as discretionary changes in the plans or policies of the housing authority that fundamentally change the mission, goals, objectives, or plans of the agency and which require formal approval of the Board of Commissioners.

2. Resident Assessment Sub-System (RASS) Implementation Plan. The Hagerstown Housing Authority's plan for implementation of the Resident Assessment Sub-System is described in **Tab 9**.

Attachments

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

PHA Plan Table Library

Component 7 Capital Fund Program Annual Statement Parts I, II, and II

Annual Statement

Capital Fund Program (CFP) Part I: Summary

Capital Fund Grant Number FFY of Grant Approval: (MM/YYYY)

Original Annual Statement

Line No.	Summary by Development Account	Total Estimated Cost
1	Total Non-CGP Funds	
2	1406 Operations	
3	1408 Management Improvements	
4	1410 Administration	
5	1411 Audit	
6	1415 Liquidated Damages	
7	1430 Fees and Costs	
8	1440 Site Acquisition	
9	1450 Site Improvement	
10	1460 Dwelling Structures	
11	1465.1 Dwelling Equipment-Nonexpendable	
12	1470 Nondwelling Structures	
13	1475 Nondwelling Equipment	
14	1485 Demolition	
15	1490 Replacement Reserve	
16	1492 Moving to Work Demonstration	
17	1495.1 Relocation Costs	
18	1498 Mod Used for Development	
19	1502 Contingency	
20	Amount of Annual Grant (Sum of lines 2-19)	
21	Amount of line 20 Related to LBP Activities	
22	Amount of line 20 Related to Section 504 Compliance	
23	Amount of line 20 Related to Security	
24	Amount of line 20 Related to Energy Conservation Measures	

Annual Statement

Capital Fund Program (CFP) Part II: Supporting Table

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Total Estimated Cost

Annual Statement
Capital Fund Program (CFP) Part III: Implementation Schedule

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)	All Funds Expended (Quarter Ending Date)

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Total estimated cost over next 5 years				

Optional Public Housing Asset Management Table

See Technical Guidance for instructions on the use of this table, including information to be provided.

Public Housing Asset Management								
Development Identification		Activity Description						
Name, Number, and Location	Number and Type of units	Capital Fund Program Parts II and III <i>Component 7a</i>	Development Activities <i>Component 7b</i>	Demolition / disposition <i>Component 8</i>	Designated housing <i>Component 9</i>	Conversion <i>Component 10</i>	Home-ownership <i>Component 11a</i>	Other (describe) <i>Component 17</i>

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Policy for Safety and Security in Public and Assisted Housing

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

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

1.0 EQUAL OPPORTUNITY

1.1 FAIR HOUSING

It is the policy of the Housing Authority to fully comply with all pertinent laws and implementing regulations that provide for non-discrimination and accessibility in federal funded housing and to comply with all 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's programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Housing Authority 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 at the formal application stage, by providing the Fair Housing Brochure and Discrimination Complaint Form. The Housing Authority 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. The Housing Authority may also refer the family to Community Housing Resources (CHR). CHR provides fair housing referrals and provides help with housing discrimination complaints.

All written information and advertisements will contain the appropriate Equal Opportunity language and logo.

1.2 EQUAL EMPLOYMENT OPPORTUNITY

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

2.0 REASONABLE ACCOMMODATION

The Housing Authority will provide persons with disabilities a reasonable accommodation in order to take full advantage of the Housing Authority housing programs and related services. Such accommodations will not confer special treatment or advantage for the person with a disability; but will make the program accessible in a way that would otherwise not be possible due to the disability. This policy clarifies how people may request accommodations and the guidelines the Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Housing Authority will ensure that all applicants/residents are aware of the opportunity to request reasonable accommodations.

2.1 COMMUNICATION

The Housing Authority Central office is accessible, and accessible materials will be provided for sight and hearing impaired persons. Any notification requesting action by the participant will include information about requesting a reasonable accommodation. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is 301-733-6911.

The Housing Authority will make special arrangements to take the application of persons who are unable to come to the Housing Authority Central office due to a disability. At the initial point of contact with each applicant, the Housing Authority will inform applicants of alternative forms of communication that can be used other than plain language paperwork. Applicants may name a friend, relative, or advocate to receive, interpret, and explain housing materials and be present at all meetings.

2.2 DEFINITION AND ACCOMMODATION OF PERSONS 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, i.e., a heart condition).

If the disability is not apparent or documented, the Housing Authority will obtain verification that the person is a person with a disability.

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

In order to determine if the accommodation is reasonable, the accommodation must meet two criteria:

- 1) If the accommodation would alter the fundamental business that the Housing Authority conducts, that would not be reasonable. (For instance, the Housing Authority would deny a request to have the Housing Authority do grocery shopping for a person with disabilities).
- 2) If the accommodation would create an undue financial hardship or administrative burden, that would not be reasonable. The Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.

The Housing Authority 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 retains the right to select the most efficient or economic choice.

7. The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the Housing Authority 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.
7. If the resident requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the Housing Authority 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.

2.3 TRANSFERRING BETWEEN HOUSING AUTHORITY PROGRAMS

A reasonable accommodation shall be made to any person with disabilities who is a Section 8 participant or Public Housing Resident in order that the individual may continue in the Authority's housing programs or activities when viewed in their entirety. Such accommodations include assisting a public housing resident to locate an accessible unit on the private market under the Section 8 program or allowing a Section 8 participant to transfer to a public housing dwelling. Any request for a reasonable accommodation shall be reviewed on a case-by-case basis.

Residents shall request in writing to be transferred between programs. The request shall be made to the Director of Housing. The resident or resident's representative shall obtain a letter from the primary physician stating the need to transfer as a reasonable accommodation. Upon approval of the request, and acceptance into the other program, a local preference shall be Assigned as described under Local Preferences to bring the applicant to the top of the wait list.

3.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS

The Housing Authority will contact local organizations, if requested by non-English speaking families or their representative, to assist in the translation of documents, letters and forms for non-English speaking families. Applicants may name a friend, relative, or advocate to receive, interpret, and explain housing materials and be present at all meetings. If paid accessibility professionals are used, the Housing Authority will pay for such services (PIH 99-52).

4.0 FAMILY OUTREACH

The Housing Authority 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 when determined necessary by Management.

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

The Housing Authority 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 referral of their clients to the program, when determined necessary by management.

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." This form states how family information will be released and includes the Federal Privacy Act Statement. All adult members of resident households are also required to sign the "Authorization to Release Information" (an HHA general authorization form). This form accompanies verification of income, assets, school attendance, and other eligibility verification forms.

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.

Under no circumstances will Housing Authority staff discuss family information contained in files with any entity unless there is a signed authorization by the applicant or resident family to do so and only for a business reason. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

6.0 REQUIRED POSTINGS

At the Central Office and in each of the community buildings, the Housing Authority 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 communities by name, address, number of units, units designed with special accommodations, address of all project offices, telephone numbers, TDD numbers, and hours of operation.

- D. Income Limits for Admission
- E. Utility Allowance Schedule
- F. Schedule of Resident Charges
- H. Dwelling Lease
- I. Grievance Procedure
- J. Fair Housing Poster
- C. K. Equal Opportunity in Employment Poster
- L. Any current Housing Authority Notices
- M. Any proposed revisions to the Public Housing Lease or ACOP

7.0 ELIGIBILITY FOR ADMISSION

7.1 INTRODUCTION

- 1.
2. There are five eligibility requirements for admission to public housing: 1) applicant qualifies as a family; 2) applicant has an income within the income limits; 3) applicants meets citizenship/eligible immigrant criteria, 4) applicant provides documentation of Social Security numbers, and signs consent authorization documents; and 5) applicant meets the Housing Authority screening criteria including criminal background check, landlord reference check and credit check.

3.

7.2 ELIGIBILITY CRITERIA

7.

8. 7.2.1. 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 at the time of the enrollment interview and whose head of household is at least 18 years of age or older.

1. a. Children temporarily absent from the home due to placement in foster care are considered family members.

2.

- 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.

1. 2. An **elderly family**, which is:
2.

- a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
- b. Two or more persons who are at least 62 years of age living together; or
- c. One or more persons who are at least 62 years of age living with one or more live-in aides.

3. A **near-elderly family**, which is:

- a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
- b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
- c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

4. A **disabled family**, which is:

- a. A family whose head, spouse, or sole member is a person with disabilities;
- b. Two or more persons with disabilities living together; or
- c. One or more persons with disabilities living with one or more live-in aides.

1. 5. A remaining member of a resident family.

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

7. 7.2.2 Income eligibility

- 1. 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 may not exceed 80 percent of the median income for the area.

1. 2. To be eligible for admission to communities 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.
1. 3. Income limits apply only at admission and are not applicable for continued occupancy.
1. 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.
2. 3. 5. If the Housing Authority 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.
1. 6. Income limit restrictions do not apply to families transferring within the Public Housing Program.

2.

3.

4. 7.2.3 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)).
2. Family eligibility for assistance.
 1. 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.

7. 7.2.4 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.

7. 7.2.5 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 to obtain from State Wage Information Collection Agencies (SWICAs) 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 to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
 - c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
 - d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

7.3 SUITABILITY

The Housing Authority 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 to determine applicant's history at meeting financial obligations.
2. A rental history check of all adult family members to determine applicant's history at meeting rent payments and whether applicant has a history of disturbing neighbors or destruction of property;
3. A landlord reference check to determine applicant's 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;
4. A check with other Public Housing Authorities to determine if applicant owes a debt, has been evicted, or has 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
- 5.

7.4 CRIMINAL BACKGROUND CHECK

- 4.
5. The Housing Authority will perform a criminal background check on all adult household members, including live-in aides. This check will be made through State, local, or federal law enforcement

agencies and court records. The Housing Authority will request a check through the FBI's National Crime Information Center (NCIC) and or the Judicial Information System (JIS).

6. .
7. A check of the State's lifetime sex offender registration program will be made for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.

7.5 GROUNDNS FOR DENIAL

The Housing Authority 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. Fail to complete any aspect of the application or lease-up process;
- E. Have a history of not meeting financial obligations, especially rent;
- F. 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;
- G. Have a history or a pattern of criminal activity or drug related criminal activity by any family member, without regard to whether the crime is technically classed a felony.
- H. Have a history of disturbing neighbors or destruction of property;
- I. Currently owes rent or other amounts to any housing authority in connection with the public housing or Section 8 programs;
- J. 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;
- K. Who was evicted from federally assisted housing because of drug-related criminal activity.
- L. Who is illegally using a controlled substance or has a pattern of 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 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;
 3. Has otherwise been rehabilitated successfully; or
 4. Is participating in a supervised drug or alcohol rehabilitation program.
- M. Have engaged in or threatened abusive or violent behavior towards any Housing Authority staff or residents;
- N. **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;
- O. **Denied for Life:** If any family member has a lifetime registration under a State sex offender registration program.

The above criteria applies to the Head, Co-Head, or any family member.

7.6 *INFORMAL REVIEW*

- A. If the Housing Authority 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 review of the decision within 10 days of the denial. The Housing Authority will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the Housing Authority, 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 must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the final decision.

- B. The participant family may request that the Housing Authority 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 to request an Informal Hearing.

8.0 DECONCENTRATION POLICY

It is the Housing Authority's policy to affirmatively market to all eligible income groups, to provide for deconcentration of poverty, and to encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

In accordance with ongoing initiatives focusing on resident satisfaction and private property management standards, the Authority will continually strive to create incentives to encourage higher income families to apply for its public housing communities. This is accomplished by focusing on safety, attractiveness, and low-cost quality housing. In addition, the Authority will continually strive to create incentives relative to each of its communities, with care not to target particular properties for high or low-income families, but rather to achieve an income-mix in each community.

At the forefront of the authority's initiatives is the provision of social service programs that provide opportunities for residents to improve their quality of life through participation in self-sufficiency programs.

The Authority will continue to create and monitor incentives at annually in the development of the annual and five-year plan.. Incentives will be created relative to the local rental market and to other assisted housing in the Authority's jurisdiction. The following incentives, unique to the Authority, are offered to families applying for or living in the Authority's communities:

1. Flat Rents. To encourage higher income families to apply and remain in the Authority's communities, tenant rents do not continue to increase based on 30% of monthly adjusted income (as in many federally assisted housing programs), but cap-out at a reasonable market rent (flat rent). Families have a choice of the flat rent or a rent based on income.
2. Local Preference for working families and families participating in local job training programs. In support of welfare reform, the Authority gives local preference to public housing applicants who work or participate in job training, job search, work experience, or educational programs.
3. Family Self -Sufficiency (FSS) Program. The Authority offers the FSS program to residents of the authority's communities, thus creating opportunities for obtaining permanent full time employment and future home ownership.
4. Curb Appeal/Physical Improvements Program. The Authority continually strives to raise the standards of its physical properties and improve the aesthetic appearance of its communities, reflecting a standard that compares or exceeds private property management.
5. Security Force. Security officers are present in each community and focus on positive resident interaction, youth mentoring activities, and proactive measures to keep the communities safe. An excellent communication system exists with local law enforcement agencies.
6. Aggressive "image-building" campaign to change stigmas attached to public housing. The Authority is increasing efforts to remove residents who do not comply with lease and to retain those that remain, by focusing on resident satisfaction and proactive policies that prevent program abuse, and that reward and empower residents.

7. In addition to the authority-wide incentives listed above, all communities have extensive social programs, ranging from a homework club in the family communities, to health and wellness programs in the senior communities.
8. As future guidance is provided by HUD and in accordance with federal regulations, the Authority plans to continue to expand its Admissions Policy to include more incentives for de-concentration and income mixing. Projected initiatives include:
 - a) Development of Home ownership Programs
 - b) Expansion of Social Services Department
 - c) Higher earned income exclusions for those properties with the highest concentration of low-income families; and lower exclusions for the most desirable properties (scattered sites).
 - d) Opportunities for participants of the Public Housing Family Self - Sufficiency Program to have priority for the Authority's scattered sites and Section 8 program.
 - e) Aggressive marketing program

Monitoring

Family income statistics by community and the authority as a whole will be monitored on a monthly basis to meet the de-concentration/income mixing requirements of QHWRA. The Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. Move-outs will be closely monitored and families interviewed, where possible, to determine preventative and improvement measures. If, after all measures herein described fail to accomplish the deconcentration income mixing requirements, the Authority 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.

9.0 APPLICATION PROCESS

9.1 INTRODUCTION

The application process consists of three phases. The first phase involves receipt of the Housing Application and placement on the Waiting List, the second phase involves the determination of preliminary eligibility. The third phase is the final determination of eligibility based on the enrollment interview.

9.2 OPENING AND CLOSING THE WAITING LIST

Opening of the waiting list will be announced via 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.

9.3 ORGANIZATION OF THE WAITING LIST

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

- A. One Housing Application shall be completed for both the Section 8 and Public Housing Programs and shall be in written form.
- B. All applications will be maintained in alphabetic order.
- C. Any contacts between the Housing Authority and the applicant will be in writing where possible and any conversations documented and maintained with the Housing Application.

9.4 RECEIPT OF APPLICATION AND PLACEMENT ON WAITING LIST

Families wishing to apply for the Public Housing Program may complete a Housing Application during regular business hours at 35 W. Baltimore Street Hagerstown, Maryland. Applications may be mailed to interested families upon request. The completed application is date stamped and time recorded upon its return to the Housing Authority. Upon receipt of the application, the Housing Authority will provide the applicant with an acknowledgement letter, which advises the applicant that the application is being accepted based on the information on the application, and that all information will be verified and a criminal background check completed. The letter advises the family of the date and time of receipt of the application and the approximate wait before housing may be offered.

Applicable preference points will be assigned based on the information provided by the applicant and the applicant will be entered in the Housing Authority Computer System within two business days.

9.5 SEPARATE WAIT LIST FOR BUILDINGS DESIGNED FOR THE ELDERLY AND DISABLED

Applicants who are elderly, defined as 62 or older, or persons with a disability, are placed on a separate wait list for buildings designed for the elderly and disabled in the order of the local preferences. If no elderly or disabled applicants are on the wait list, then priority is given to near-elderly families, who are defined as families with a head or co-head who is 50 years of age or older. If there are no near-elderly families on the waiting list, units will be offered to families who qualify for the appropriate bedroom size. All such families will be selected from the waiting list using the preferences as outlined below.

9.6 LOCAL PREFERENCES

The Housing Authority will place families on the wait list in order of the highest points to the lowest points based on the following local preferences within each bedroom size and building category. Separate wait lists are maintained for the family communities by bedroom size and for the buildings

designed for persons who are elderly and disabled by bedroom size, and by handicapped status. When points are equal, the oldest date and time of application will be used as criteria for determining the next family at the top of the wait list.

- A. 25 Points: Reasonable Accommodation: Applicants who reside in a public housing dwelling or receive Section 8 assistance and are approved to transfer as a reasonable accommodation to a different Authority program.
- B. 20 Points: Residency Preference: Applicants who reside in the Hagerstown Metropolitan Statistical Area (PMSA), which includes Washington County, or applicants who work, or who have been hired to work, in the PMSA.
- C. 5 Points: Job Training: Any head, co-head or adult family member who is actively enrolled in a Qualified Training Program (see definitions), or in a full time (12 credit hours) accredited college program.
- D. 5 Points: Elderly/Disabled Head or Co-head or Displaced Single: Any head, or co-head, who is elderly, age 62 or older, or a person with disabilities as defined in HUD regulations and the Housing Authority's definitions; and/or any single person displaced by disaster or government action as defined in HUD regulations and Housing Authority definitions.
- C. 5 Points: Working Preference: Any head, co-head or family member who is employed and such income is countable under HUD's definition of annual income.

9.7 SELECTION FROM WAIT LIST

To select families from the wait list, the HA will establish a cut-off day(s) each month Applicants will be contacted in the order of the cut off at that point in time. Any applicants applying after the cut off date will be processed on the next cut off.

If, upon contacting the family by telephone or at the enrollment interview, the family no longer qualifies to be at the top of the wait list due to a change in income, preferences, residency, or any other circumstance, the family's will be placed at the appropriate place on the waiting list.

In times of short wait list, where no applicants are available through regular selection methods, applicants may be selected and processed upon walk-in with approval of management.

9.8 PURGING THE WAITING LIST

The Housing Authority 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 has current information, i.e. applicant's address, family composition, income category, and preferences.

9.9 REMOVAL OF APPLICANTS FROM THE WAITING LIST

Any applicant who is determined ineligible or whose name is withdrawn from the wait list will be notified by the Housing Authority, in writing, that they have ten (10) days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the time frame specified. The Housing Authority 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 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.

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

- A. The applicant requests in writing that the name be removed;
- B. The applicant fails to respond to a written request for information, or fails to provide requested information to determine eligibility within a reasonable time frame, or fails to declare their continued interest in the program; or
- D. The applicant does not meet either the eligibility or suitability criteria for the program;
- E. The applicant fails to appear for scheduled appointment(s).

10.0 ANNUAL INCOME, EXCLUSIONS AND DEDUCTIONS

- 1.
2. To determine annual income, the Housing Authority 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 subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

10.1 ANNUAL INCOME

1. Annual income means all amounts, monetary or not, that:
 - A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
 - 7. 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.
1. Annual income includes, but is not limited to:
 - 7. 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.

- 8.
9. 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.
- 10.
11. 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.
- 12.
13. 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.)
- 14.
15. E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- 16.
17. 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.
7. 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.
- 8.
9. H. All regular pays, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)
- 10.

10.2 EXCLUSIONS FROM ANNUAL INCOME

- 1.
2. Annual income does not include the following:
 - A. Income from employment of children (including foster children) under the age of 18 years;
 - B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the resident family, who are unable to live alone);
 - C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
 - D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
 - E. Income of a live-in aide;
 - F. The full amount of student financial assistance paid directly to the student or to the educational institution;
 - G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
 - H. Temporary earned income as Census Takers as defined in HUD PIH Notices.
 - I. The amounts received from the following programs:
 1. Amounts received under training programs funded by HUD;

2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. Additionally, this exclusion is only available to the following families:
 8. a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years. Previously unemployed includes a person who has earned in the previous 12 months no more than 10 hours of work per week for 50 weeks at the minimum wage.
 - 9.
 10. b. Families whose income increases during the participation of a family member in any family self-sufficiency program.
 11. c. Families who are or were, within 6 months, assisted

under any state program for temporary assistance for need families funded under Part A or Title IV of the Social Security Act as determined by the Housing Authority in consultation with the local TANF agency, and who earned income increases

4.

5. After the twelve- (12) month period, the rent may be increased due to continued employment by 50 percent for an additional twelve (12) months following the twelve (12) month period.

6.

12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
13. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
7. 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
7. 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 trusts 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

10.3 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

- 7. A. \$480 for each dependent;
- 8.
- 9. B. \$400 for any elderly family or disabled family;
- 10.
- 11. 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.
- 12.
- 13. D. For any elderly or disabled family:
- 14.
- 15. 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;
- 16.
- 17. 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;
- 18.
- 19. 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.
- 20.
- F. E Child Care expenses for the care of children under the age of 13 for parent or guardian to attend school or work.
- G.
- H. F. Deduction for Hagerstown Housing Authority Earned Income Exclusion. An Eight (8) Percent Earned Income Exclusion shall be retained for existing residents with earnings who are benefiting from the Exclusion. Effective April 1, 2000, the eight (8) percent exclusion shall be discontinued for new admissions and for any existing family member, who was not previously employed, but who begins to receive employment income on or after April 1, 2000. The Earned Income Exclusion is the cost of social security taxes/medicare that result from

earning income and are withheld in payroll deductions. The eight (8) percent deduction will be calculated on earned income only where there is a payroll deduction.

11.0 VERIFICATION PROCESS

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

11.1 ACCEPTABLE FORMS 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 request from the Housing Authority or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/resident file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name date of contact, amount received, etc.

When third party verification cannot be obtained, the Housing Authority 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 will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

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 will send a request form to the source along with a release form signed by the applicant/resident via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from Social Security Administration or electronic verification report from Tenant Verification System (TEVS) of receipt of Supplemental Security Income (SSI) or Social Security Disability); or Letter from Veteran's Administration (VA) of receipt of 100% VA disability benefits.	Award letter from Social Security or Veteran's Administration.
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, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
		Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers 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 - whether training is HUD-funded - whether Federal, State, local govt., or local program - whether it is employment training - whether it has clearly defined goals and objectives	N/A

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
	<ul style="list-style-type: none"> - whether program has supportive services - whether payments are for out-of-pocket expenses incurred in order to participate in a program - date of first job after program completion 	Evidence of job start

11.2 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

7. The citizenship/eligible noncitizen status of each family member regardless of age must be determined.
7. 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.
7. 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.
7. 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 will make a copy of the individual's INS documentation and place the copy in the file. The Housing Authority will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Housing Authority will mail information to the INS in order that a manual check can be made of INS records.
7. 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.
7. Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.
7. Any family member who does not choose to declare their status must be listed on the statement of noneligible members.
- 8.
9. If no family member is determined to be eligible under this section, the family's eligibility will be denied.
7. 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.
7. If the Housing Authority 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.

11.3 VERIFICATION OF SOCIAL SECURITY NUMBERS

7. 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.
7. If the Social Security card is not available, the Housing Authority 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.
7. 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 will not require any individual who does not have a Social Security number to obtain a Social Security number.
7. 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.
- 8.
9. 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.

11.4 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 those elements reported to have changed.

11.5 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 six, their verification will be obtained at the next regular reexamination.

12.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

12.1 FAMILY CHOICE OF RENT

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.

12.2 FLAT RENT

7.

8. 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.

The Housing Authority has determined to develop flat rents based on market value. The flat rents are listed on the Flat Rent Exhibit to the ACOP:

12.3 FINANCIAL HARDSHIP POLICY

If a family on a flat rent has a financial hardship, the family may request the Authority to switch the family to an income-based rent the first of the month following the month in which the family reports the change. The following conditions would warrant switching the family to the income based rent:

1. The family has experienced a decrease in income because of changed circumstances, loss or reduction of employment, death in the family, and reduction in or loss of earnings or other assistance.
 - 2.
 3. 2. The family has experienced an increase in their expenses, because of changed circumstances, for medical costs, childcare, transportation, education or similar items;
7. The Housing Authority will not switch the family to an income based rent if the family's income decreases due to a reduction in the family's welfare assistance if the reduction is the result of fraud or failure to participate in an economic self-sufficiency program or to comply with a work activities requirement. If this occurs, the family will be advised of their right to an Administrative Grievance.

The Housing Authority will provide a worksheet with the dollar amounts of tenant rent under each option and the Housing Authority's procedures for switching the family's rental payment in times of hardship. The Housing Authority will obtain the resident's signature to indicate the information was explained.

12.4 THE FORMULA METHOD

- 7.
8. The total resident payment is equal to the highest of:
 9.
 - A. 10% of monthly income;
 - B. 30% of adjusted monthly income; or
 - C. The welfare rent, if applicable.
 - 7.
 8. In the case of a family who has qualified for the income exclusion, upon the expiration of the 12-month period, 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.

12.5 MINIMUM RENT

The Housing Authority has elected not to charge a minimum rent, however, this is subject to change at any time, following Board approval and postings in accordance with HUD regulations.

12.6 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE

7. A mixed family will receive full continuation of assistance if all of the following conditions are met:
 - A. The family was receiving assistance on June 19, 1995;
 7. 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 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 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 95th percentile of gross rents (resident rent plus utility allowance) for the Housing Authority. The 95th 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.

12.7 UTILITY ALLOWANCE

7. The Housing Authority has established a utility allowance for all individual and check-metered utilities. The allowance is 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 reviews the actual consumption of resident families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

8.

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. 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 established by the Utility Allowance Schedule is the responsibility of the resident. Any savings resulting from utility costs below the amount of the allowance belongs to the resident.

1.

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

13.0 ENROLLMENT AND LEASEUP

13.1 ENROLLMENT INTERVIEW

The enrollment process includes a final verification of eligibility criteria and a determination of suitability. The Occupancy Specialist reviews the credit check, background information, landlord references, and sends for third party verification of applicable income, assets, and expenses of all family members.

At the enrollment interview, the Occupancy Specialist confirms the family size and status and the applicant presents proof of citizenship or eligible immigration status, identity papers, such as driver's license or Birth Certificates, Social Security numbers, and current information on all family income, assets, and eligible expenses. The Occupancy Specialist explains the public housing program and obtains signatures of all adult household members 18 and older on all HUD and Housing Authority required forms and certifications.

13.2 ASSIGNMENT OF BEDROOM SIZES

The following guidelines will determine the bedroom size to be offered to eligible applicants 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
5	5	10

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. In determining bedroom size, the Housing Authority 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 be assigned a bedroom unless more than 5 years apart.

- B. Children of the opposite sex will be assigned separate bedrooms.
- C. Adults and children will not be required to share a bedroom.
- D. Live-in aides will be assigned a separate bedroom
- G. Single-person families will be assigned one bedroom in the family communities and an efficiency apartment in the buildings designed for persons who are elderly or persons with disabilities.

13.3 EXCEPTIONS TO BEDROOM SIZE STANDARDS

- A. A family may request a smaller unit size than the guidelines allow. The Housing Authority 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 one year or until the family size changes, whichever may occur first.
- B. A family may request a larger unit size than the guidelines allow. The Housing Authority will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit, such as space needed for storage of large medical equipment.
- B. If no families are on the WAITING list for a larger size, smaller families may be housed in a larger unit 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.

13.4 OFFER OF UNIT

The Occupancy Specialist will maintain a pool of eligible applicants for each bedroom size at all times, so that no lag exists in the filling of units. The size of the wait list and turnover rates will determine the number of families to have interviewed. All verifications will be complete and the applicant ready to fill the next available unit.

Applicants who have completed the enrollment interview will be contacted by telephone and advised of the availability of a unit. An offer letter confirming the telephone call will be sent. If applicant does not have a telephone, an offer letter will be sent. The family must respond to the offer within four (4) days from the date at the top of the offer letter. This offer and the family's decision will be documented in the applicant's file. To fill immediate vacancies, enrollees may be skipped who do not have telephones, on approval from management A letter will be sent advising any skipped applicant to contact office and applicant will be offered the next available unit.

Any applicant who has refused an offer three or more times is sent a letter and advised that they will be placed at the bottom of wait list or they may elect to be removed from list.

An "allowable refusal" will not be counted against the applicant as one of the three offers. Allowable refusals include 1) documentation from a physician that the applicant can not accept the offer due to

hospitalization or a scheduled surgery; 2) documentation to the satisfaction of the HA that the acceptance of the apartment would cause an undue hardship; 3) jury duty.

If, in making the offer, the Housing Authority 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.

Accessible Units: Accessible units will be first offered to residents who may benefit from the accessible features. If no residents exist needing such features, then applicants will be selected from the wait list. If no applicants exist who would benefit from the accessible features, the units will be offered to regular applicants in the order that their names come to the top of the waiting list. Such applicants, however, will be advised that they may have to move if the unit is needed for a person needing an accessible unit; and the applicant must sign a release form stating they will accept a transfer (at their own expense) if a family requiring an accessible feature applies.

13.5 LEASE UP INTERVIEW

Prior to signing the lease, all adult family members, 18 and older, are required to attend the Lease Up Interview for a final orientation of the particular community in which they have been offered a unit. Applicant will be provided a Family Packet with information regarding schools, utilities, trash pickup, community activities, and any other information unique to that community.

The head of household and all adult family members, 18 and older, will be required to execute the lease prior to admission. The Housing Authority will retain the original executed lease in the resident's file. The applicant will be provided a copy of the lease, which includes the grievance procedure, utility allowance and utility charges schedule, the current schedule of routine maintenance charges. Additionally, the applicant will be provided with the "Dangers of Lead Paint" (a HUD brochure), and the "Important Reminders" (highlights of major Housing Authority policies). 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.

13.6 SECURITY DEPOSIT POLICY

The security deposit shall be as specified in the Public Housing Lease. The family will pay a security deposit at the time of lease signing. In exceptional situations, the Housing Authority reserves the right to allow a new resident who has a security deposit greater than \$300.00 to pay their security deposit in (2) two payments. One half shall be paid in advance and one half with the second rent payment. 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.

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.

14.0 INTERIM POLICY

14.1 INCREASES IN INCOME

The family must report any increase in income in writing within fourteen (14) calendar days from the effective date of the increase. For increases of \$25.00 or more per week in gross income, an interim adjustment in rent will be effective the 1st day of the third month following the *effective* date of the increase in income. Where a new family member with income is added to an existing household, the rent will increase, following a 30-day notice, on the 1st day of the month. The income of Live-in Aides will not be counted for purposes of calculating rent.

14.2 DECREASES IN INCOME

The family may report a decrease in income. If reporting a decrease, the family must report the decrease in writing by the last day of the month for an interim adjustment to be effective on the 1st of the following month.

14.3 POLICY FOR ADDITION OF AN ADULT 18 YEARS OR OLDER

In order to add a household member, (including live-in aides), the family must request that the new member be added to the household. Before adding the new member to the household, the individual must complete a Housing Application stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one, proof of identity, and verify their citizenship/eligible immigrant status. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease.

14.4 POLICY FOR ADDITION TO HOUSEHOLD DUE TO BIRTH, ADOPTION, CHILD CUSTODY, OR THROUGH FOSTER CARE PROGRAM

The family must report any additions to the household due to birth, adoption, child placement or custody, or through the Foster Care Program within fourteen (14) calendar days. Resident must provide written verification such as a birth certificate, court order, letter from social services or government agency or other written documentation acceptable to Management.

14.5 POLICY FOR MOVE OUT OF A FAMILY MEMBER

The family must report if any family member no longer resides in the household within fourteen (14) calendar days. Staff may request written verification of the new address of the persons moving out of the household.

14.6 CHANGES IN FAMILY EXPENSES

The family may report any increase in medical, handicap, or childcare expense. The HA will make an interim adjustment, if requested by the family, due to an expense that results in a decrease of the Total Tenant Payment. The resulting decrease in rent will be made the 1st of the month following the month in which the expense was reported.

14.7 ZERO INCOME FAMILIES/INDIVIDUALS

A family reporting zero income must report for an interim reexamination interview every ninety (90) days. All adults 18 and older must attend and complete certification forms. The reexamination staff is responsible to conduct a wage and benefit check on all zero-income clients under their caseload quarterly at the Department of Licensing and Labor.

14.8 SPECIAL REQUIREMENTS FOR TEMPORARY CASH ASSISTANCE (TCA) RECIPIENTS

Rents for recipients of TCA (welfare) benefits may not be lowered for families who are sanctioned by the Department of Social Services for not meeting the certification requirements. Such requirements include fraud, failure to participate in an economic self-sufficiency program, or failure to comply with a work activity requirement. Families are eligible for reduced rent if the reduction is the result of the expiration of a lifetime time limit on receiving benefits or the family has complied with welfare requirements, but cannot obtain employment. The Housing Authority will obtain written verification from the local welfare agency.

14.9 PROCEDURE FOR REPORTING CHANGES

The family must complete the *Interim Change Form* to report any change as described in the Interim Change Policy. The *Interim Change Form* may be completed at the front counter or may be mailed to the resident.

14.10 POLICY FOR FAILURE TO COMPLY WITH INTERIM POLICY

If the family misrepresents the facts upon which rent is based or fails to report an increase in income within the required 14-day time period, any increase in rent will be computed retroactively. At the discretion of the Authority, based on the seriousness of the misrepresentation, the family may be subject to termination of housing. Any retroactive rent will be payable as determined by the Authority. If the Authority determines that the family's failure to report an increase was not intentional due to family illness, disability, or some other unforeseen cause, the Housing Authority may permit the family to enter into a Repayment Agreement.

7. 14.11 DISALLOWANCE OF EARNED INCOME

8.

The Housing Authority must not increase the rent and must disregard for twelve months the earned income of family members:

- 1) whose income increases as a result of employment of a family member who was previously unemployed for twelve (12) months or more. Previously unemployed also includes a person who has earned in the previous 12 months no more than 10 hours of work per week for 50 weeks at the minimum wage;
- 2) whose employment income increases during the participation of a family member in any family self sufficiency or other job training; or

- 3) who is or was, within 6 months, assisted under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act as determined by the PHA in consultation with the local Department of Social Services agency, and whose earned income increases.

After the 12 -month period, the rent must be phased in. The phased in rent may not increase as a result of the earned income by more than fifty (50) percent for an additional twelve (12) months.

14.12 POLICY FOR ABSENCE FROM THE UNIT

Residents are required to advise their Housing Processor in writing if the dwelling resident plans to be away from home for more than 30 days. During the absence, the rent and utilities must be paid when due and the unit maintained. If the resident does not returned to the unit within 60 days, the Housing Authority will send a Notice of Lease Termination with the provision that if the resident returns before the end of the 30 day period, the Termination Notice will be withdrawn.

Extensions may be made for verified medical reasons and extended hospital or nursing home stays of up to 180 days.

14.13 VISITATION POLICY

Not to give accommodation to boarders or lodgers or long term guests. Residents may have a guest for seven (7) consecutive days without notification to Management. For more than seven (7) consecutive days, Resident must obtain a Visitor's pass. Number of visitors may not exceed more than two (2) persons per living/sleeping area.

15.0 COLLECTION POLICIES

7.

15.1 RENT PAYMENT POLICY

Rent is due and payable in advance on the 1st day of each month. Rent may be paid at any branch of the bank so designated by the Housing Authority to receive such payments or mailed to the Housing Authority Central Office. Potomac and Walnut Towers residents may place rent in Collection Boxes on site until the 5th of each month. Computer generated rent statements are mailed to residents before the 1st day of the month and must accompany payment of rent. Full statement charges must be paid unless adjusted by staff for the following reasons:

- a) A decrease in income, which occurred after the statement was mailed;
- b) To adjust for payment of prior month after statement was mailed;
- c) To add late charges or court costs for residents who do not pay rent when due.
- d) To remove charges to reflect court ordered amount to prevent set out.

Residents may request an adjusted or duplicate rent statement by completing a request form at front counter and attaching applicable documentation. For residents who have not paid rent when due, resident will be assessed a \$5.00 fee to adjust statement to add any late charge or court costs and receive an adjusted rent statement. For residents who have lost statement, a \$5.00 fee will be assessed. Statement charges will be assessed on the rent statement the following month.

Rent is late after the 5th day of each month, and a 5 % late charge assessed.

Any personal checks returned for Non Sufficient funds or other reason will be assessed a \$25.00 fee. If more than two (2) personal checks have been returned at any time during the tenancy, no further personal checks will be accepted. Rent statements will be stamped "Cash Only" as formal notification to the bank not to accept personal checks; and to accept cash, money order or cashier's check. This will be tracked by computer system.

Rent and or other charges may be paid at the front counter for the following reasons:

- a) A new move-in, whereby applicant pays 1st month's rent and security deposit.
- b) A social service agency is paying rent to prevent eviction and resident must pay late charges, court costs, and/or other charges.

To prevent eviction, before the set out time, the resident must pay all rent, late charges, and court costs at the bank. Since the bank does not provide receipts until the following day and the tenant may pay at any branch, the tenant must bring the receipt to the central office prior to the time of set out.

15.2 INTERVENTION POLICY

Residents will be advised of the Authority's Rent Payment Policy at the Enrollment Interview and at each annual reexamination. Staff will stress the Authority's no tolerance policy on late payment of rent, and advise that the No Right of Redemption will be strictly enforced. Residents will be referred to Social Services department for financial counseling and given opportunity to sign up for the Family Self Sufficiency Program. Resident may also be referred to any other community resource that will assist resident.

- I. Any resident receiving the *second* 14 day late letter must attend a special certification appointment to determine why the rent is being paid late. If resident does not appear for three or more appointments, resident will be sent Notice to Quit for failure to appear for scheduled certification appointments.

15.3 REPAYMENT AGREEMENT POLICY

15.3.1 RETROACTIVE RENTS

The Director of Housing must approve Repayment Agreements, regardless of the amount, for retroactive rents of any resident who misrepresents the facts upon which rent is based or who fails to report an increase in income at the annual reexamination.

- 1) Notice of the retroactive rent charge will be mailed to the resident advising the resident that the retroactive rent charge will appear on the next month's rent statement and advising the resident that the retroactive rent charge must be paid in full within thirty (30) days.
- 2) In the first case of non reporting of an increase in income or of a misrepresentation of income, a repayment plan may be considered if the failure to report or misrepresentation was for a reason beyond the resident's control, such as a disability, illness or other extenuating circumstances. The fact that the resident cannot pay the retroactive rent charge within thirty (30) days is not considered an extenuating circumstance. The extenuating circumstance must relate to the reason for the non-reporting or the misrepresentation. If a repayment agreement is not approved, the Director of Housing may consider an extension of time to pay. An extension of time may be approved in thirty (30) day increments. Not more than two (2) thirty (30) day extensions may be approved.
- 3) If there is a second case of non-reporting of an increase in income or of a misrepresentation of income, no repayment plan will be permitted. The retroactive rent must be paid in full within thirty (30) calendar days. Only the Director of Housing may consider an extension of time to pay. This extension of time, if approved, may be for no more than an additional thirty (30) days

- 4) If there is a third case of non-reporting of an increase in income or of a misrepresentation of income, a Notice to Quit will be issued and the resident will be evicted.

15.3.2 MAINTENANCE AND OTHER CHARGES

The Reexamination Housing Processors will encourage residents to pay maintenance and other charges in full. The threshold for entering into a Repayment Agreement for other charges is \$75.00. This may be one charge of \$75.00 or a number of charges that are billed in the same month that total \$75.00 or more. Exception to policy for documented hardship may be approved by the Director of Housing.

The minimum monthly payment is \$25.00 for all repayment agreements. The monthly payment will be billed on the resident's rent statement.

I. 15.3.3 DUE DATES/DEFAULT

All repayments will be due as stated on the Repayment Agreement. If a payment is not received on the due date, a late letter will be sent by the 20th day of the following month. (For example, payment is due 1/1, late letter is mailed 2/20). If payment is not received based on late notice, a Default Notice will be issued. If payment in full is not made based on Default Notice, a Notice to Quit will be issued.

16.0 TRANSFER POLICY

16.1 GENERAL POLICY

Transfers shall be made without regard to race, color, religion, sex, familial status, or national origin in accordance with federal fair housing and equal opportunity laws.

Refusal of an offer of transfer will result in removal from the transfer list for voluntary transfers, with the opportunity to reapply after a six-month period from date of refusal. The resident will not be entitled to grievance rights.

Refusal of transfer at the request of management may result in termination of the lease. The resident will be entitled to grievance rights.

Residents shall bear their own moving costs associated with transfers. An exception may be made for the cost of displacement of residents due to demolition, sale or acquisition, or rehabilitation of a unit. These costs are hereinafter collectively referred to as “displacement costs.” Payment of any displacement costs by the resident or the Housing Authority will be determined by the Executive Director or Director of Housing in accordance with 49 CFR Part 24 The Uniform Relocation Act; HUD Handbook 1378 CHG-4 “Tenant Assistance Relocation and Real Property Acquisition”, in addition to Federal and State laws.

16.2 REASONS FOR TRANSFER

Over-housed - A resident is considered to be “over-housed” when the family occupies a unit with more bedrooms than are necessary to properly accommodate the family in accordance with the Housing Authority Occupancy Standards. The over-housed residents must transfer to a unit with the proper number of bedrooms when notified by the Housing Authority that their unit is needed and a unit of the proper size is available. (24 CFR §960.209; 7465.1 REV-2 CHG-1 Chapter 5)

Under-housed – A resident is considered to be “under-housed” when the family occupies a unit that has: a) more than two persons per bedroom; b) two persons of different generations in the same bedroom; c) unrelated adults who are not co-habitants in same bedroom; d) children (except infants under age one) sharing a bedroom with an adult; e) children of opposite sex in same bedroom, except for infants up to age 2; and f) children of the same sex with at least five years age difference. Resident must transfer to a unit with the proper number of bedrooms when notified by the Housing Authority that a unit of the proper size is available. (24 CFR §960.209; 7465.1 REV-2 CHG-1 Chapter 5)

Reasonable Accommodation - In accordance with Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Section 109 of Title I of the Housing and Community Development Act of 1974; and Title II of the Americans with Disabilities Act of 1990 the Housing Authority will provide reasonable accommodations to individuals with disabilities (a physical or mental impairment that substantially limits one or more major life activities) to the maximum extent feasible. Such accommodations include transferring a resident from one unit to another unit within a community, between communities or to assist a resident in locating an accessible unit on the private market under the Section 8 Program.

Requests for a reasonable accommodation shall be reviewed on a case-by-case basis, but shall not require the Authority to: 1) take any action that would result in a fundamental alteration in the nature of its program or activity or incur undue financial or administration burden, or 2) make structural changes in existing housing facilities where other methods are effective in achieving compliance with federal, state, and local regulations. Requests shall be made to the Director of Housing. Resident will be required to provide appropriate verification of disability from a qualified third party professional, such as a primary care physician. Only the Executive Director or Director of Housing may approve transfers for reasonable accommodation.

Accessibility – In compliance with Section 504 Regulations, if a transfer is requested by a resident because a member of the family has a mobility or other impairment, the Housing Authority shall have the choice to modify the resident’s existing unit or transfer the resident to another unit with the features required upon availability. A resident without disabilities or handicaps that is housed in a unit with special features must transfer to a unit without such features should a resident with disabilities or handicaps need the unit.

Hate Crimes - Resident may request to move if any one or more of resident’s family members have been a victim of one or more hate crimes (as described below), and resident’s fear of such crime has destroyed the family’s peaceful enjoyment of the unit. The hate crime must have occurred recently or be of a continuing nature. The Hate Crime will be verified by the Housing Authority using third-party documentation from law enforcement agency or other appropriate agency, as determined by the Housing Authority.

A hate crime is defined in federal regulation 24 CFR 5.42(d)(6) and is actual or threatened physical violence or intimidation that is directed against a person or his or her property, and that is based on a person’s race, color, religion, sex, national origin, disability, or familial status.

Safety Moves – Resident may request to move for the safety of a household member who is a witness to a crime and may face reprisals or who is subject to attack by persons engaged in criminal activity. A move requested for these reasons must be substantiated by appropriate documentation, such as a threat assessment or safety plan, by a law enforcement agency or other appropriate agency, as determined by the Housing Authority.

Live Near Work/Transportation – Resident may request a transfer to be closer to work or to public transportation to alleviate a work related transportation problem. Resident must be able to verify that the resident or a household member has been at their present job for one year prior to transfer request.

Unit Rehabilitation or Resident Displacement – A resident is required to move by Housing Authority because of displacement associated with demolition, sale or acquisition, or rehabilitation of a unit. A unit is in need of rehabilitation if it is in need of repairs to correct defects hazardous to life, health, or safety; or rehabilitation or repairs are deemed necessary by the Housing Authority and cannot be performed with the resident residing in the unit.

Elderly Unit to Family Unit – Single resident under age 62 living in a building designed for elderly residents or persons with disabilities can request to be transferred to a one bedroom family community unit.

Family Unit to Elderly Unit – A single elderly or elderly couple in a family community may request to be transferred to a unit in a community designed for elderly residents or persons with disabilities.

Elderly Resident in Efficiency to One Bedroom – To encourage occupancy of efficiency units elderly single persons living in efficiency apartments may request to be placed on a transfer list for a one bedroom.

Family Self-Sufficiency Participants – Residents who have participated in FSS for at least one year and have completed goals to date may request to transfer to scattered site or other location desired by resident.

Deconcentration – Resident may request or the Housing Authority may initiate a transfer to correct or avoid concentration of the most economically and/or socially disadvantaged families.

16.3 CONDITIONS FOR RESIDENT REQUESTED TRANSFERS

In all cases of resident-requested transfers, residents will be considered eligible for transfer based on the following conditions; a) All rent and other charges are paid up-to-date and the resident is current on any repayment agreement; b) Resident is in good standing with the lease [To be in good standing, the resident must have no more than a total of three lease violations, regardless of the severity of the lease violation, within 12 month prior to resident requesting a transfer. At the time of the offer of the unit to a resident, the resident must have remained in good standing and have not had any additional lease violations] A resident who determined ineligible for a transfer may reapply after three months and must meet all eligibility requirements. These conditions may be waived by the Executive Director or Director of Housing for Housing Authority initiated transfers (for example, a single person is living alone in a three-bedroom unit who does not want to move but is being required to move by the Housing Authority).

16.4 SELECTION CRITERIA

To keep vacancy days to an acceptable level as required by PHMAP, up to four transfers may be made per month as follows:

Priority 1 Transfers - Take precedence over new admissions and over Priority 2 Transfers

- Resident is required to move by Housing Authority due to unit rehabilitation or resident displacement.
- Resident or applicant requests an accessible unit with special handicap features. Selection shall be made in the following order: 1) current resident of a Housing Authority unit who meets the requirements for an accessible unit; 2) eligible qualified applicants on waiting list needing an accessible unit. [If no person with disabilities is available who needs an accessible unit, the Authority may offer the unit, on a non priority basis, to an applicant not needing an accessible unit. Except in extraordinary circumstances, it is not the intention of this policy for a resident who is not in need of an accessible unit to transfer to an accessible unit through a resident initiated transfer. An applicant not in need of an accessible unit that moves into an accessible unit will be advised that he/she will be required to move if a disabled applicant or current resident requires the accessibility features of the unit.]
- Resident who requires a transfer due to a Reasonable Accommodation as determined by Housing Authority.
- Resident who is a Victim of verified Hate Crime.

- Resident who requests to be transferred as a Safety Move.

Priority 2 Transfers

Depending on the number of Priority 1 transfers in any given month, and the number of vacancy days, the Housing Authority has the discretion to process Priority 2 Transfers or to select applicant from the wait list to fill vacant units.

- Two transfers from efficiency to one-bedroom units may be made per month starting with oldest move-in date.

[All single, elderly applicants who are not users of wheel chairs or an other mobility device, or not in need of stationary oxygen tank that creates a space limitation, will be assigned an efficiency apartment. Any applicant who has taken possession of an efficiency apartment and would like to be placed on the transfer list for a one bedroom may do so at time of move-in or thereafter. This policy is a marketing tool to encourage singles to rent efficiencies knowing an opportunity will be available for a one – bedroom.]

Transfers from efficiency apartments to one-bedroom apartments will be made when:

- 1) No couples are on the waiting list or in need of transfer.
 - 2) No persons are on the wait list (or existing residents) who are using a wheel chair, a walker or other mobility device, a stationary oxygen tank, or in need of special features only available in handicap units.
 - 3) No resident with a documented medical reason is in need of a one-bedroom unit.
- Two transfers from the following other categories may take place per month in the following order of priority:
 - Resident is under housed. Priority is given to the most under-housed residing in the under-housed situation the longest (except that resident who is over-housed may be moved first to make unit available to the under-housed family)
 - Residents who are over-housed. Priority is given to the most over-housed residing in the over-housed situation the longest (this may be waived by management to avoid a vacancy problem and to maintain full occupancy)
 - Family self-sufficiency participants requesting to transfer to a scattered site or other location desired by resident.
 - Live near work or public transportation to alleviate a work related transportation problem.
 - Resident requested moves associated with the deconcentration of economically and socially disadvantaged families.
 - All other resident requested transfers.

17.0 PET OWNERSHIP POLICY

17.1 INTRODUCTION.

- A. Residents of the Hagerstown Housing Authority may own pets that are present at the resident's dwelling unit ONLY in accordance with this policy.
- B. This policy does not apply to animals that are used to assist persons with disabilities. In order to qualify as an animal that is used to assist a person with a disability, that animal must have been trained to assist the person with that specific disability and actually be used to assist the person. Because animals trained and actually used to assist a person with a disability are not considered pets, a person with a disability who uses a specially trained animal for assistance is entitled to pet ownership of another dog or of a cat in accordance with the terms of this policy.
- C. All pets are considered owned by the head of household of the unit and that head of household is responsible for complying with the Pet Ownership Policy of the Hagerstown Housing Authority. The term "head of household" includes the terms "resident" and "pet owner" when used in this policy
- D. This policy applies only to Public Housing residents of the Hagerstown Housing Authority. This policy does not apply to Private Section 8 Housing or Project Based Section 8 Housing; special rules or restrictions related to pet ownership or prohibitions against pet ownership may apply. Section 8 Housing residents MUST consult their landlord or Project Based Section 8 Housing management office regarding the applicable requirements and restrictions.
- E. The Housing Authority may decline to approve a particular pet or to authorize a resident to own and maintain a pet at a Hagerstown Housing Authority property or to suspend or revoke the approval or authorization to own and maintain a pet at a Hagerstown Housing Authority property, if the resident fails to comply with the terms of this policy or, if the Hagerstown Housing Authority has a reasonable basis or good cause that a resident should not be permitted to own and maintain a pet.

It shall be the responsibility of the Executive Director to oversee the development of standard operating procedures to implement this policy.

17.2 PERMITTED PETS:

17.2.1. Domestic cats and domestic dogs

This provision applies only to domestic cats and dogs. The term animal or pet as used in this item 17.2 1.1. refers to either a domestic cat or dog. Residents may, provided they adhere to the requirements of this policy, own birds and fish in addition to a domestic cat or a domestic dog.

1. Only one domestic cat or one domestic dog shall be owned and housed in a unit. The animal must be a house pet and shall only be housed inside the unit.

2. No animal shall be permitted at the resident's unit or on the housing authority property until it has been approved and authorized by the housing authority. The resident must obtain housing authority approval of the animal prior to bringing the animal into the unit or onto housing authority property. The following requirements must be met in order for an animal to be considered for approval:
 - a) An application for pet approval must be, provided by the Housing Authority, must be completed and submitted to the Central Office located at 35 West Baltimore Street, Hagerstown, Maryland. An actual photograph of the animal must be attached to the application form.

 - b) All female cats and dogs six (6) months of age or older shall be spayed and all male cats and dogs six (6) months of age or older shall be neutered. In the case of an animal six (6) months of age or older, documentation of spay/neuter shall be submitted to the Central Office prior to the animal being approved. For animals under the age of (6) months, tentative approval may be given with the requirement that the resident provide documentation of spay/neuter by the time the animal attains six (6) months of age. Any animal tentatively approved under this subparagraph shall lose its approval if the required documentation is not received by the required date.

 - c) Dogs are limited to those with a maximum mature height of 20 inches (to the shoulder) and a maximum mature weight of 25 pounds. A certification from Veterinarian is required. A form will be provided to residents for the Veterinarian to complete.

 - d) Dogs and cats must be licensed in accordance with applicable State and local laws and regulations. Dogs and cats must have all immunizations required by applicable State and local laws and regulations. Documentation of licensing and immunizations must be provided to the Central Office. Residents are required to provide updated proof of licensing and immunizations at the time of the resident's annual reexamination/recertification and at such other times as may be reasonably requested by the Housing Authority.

 - e.) Animals considered vicious or aggressive will NOT be approved. A certification from a Veterinarian is required. A form will be provided to residents for the Veterinarian to complete. An animal that is considered vicious or aggressive is:
 - (i) any animal that constitutes a physical threat to human beings or other animals; or

 - (ii) any animal that, due to its disposition or demonstrated behavior, could reasonably cause injury to human beings or other animals; or

(iii) any animal that has bitten or attacked a human being or another animal.

f) Residents must submit a statement regarding the owner's arrangement for removal of the dog or cat from their unit in the event of the owner's confinement, absence or death. A form will be provided for the resident to complete. Residents are required to provide an updated statement at the time of the resident's annual reexamination/recertification and at such other times as may be reasonably requested by the Housing Authority.

3. Residents are required to pay an additional security deposit and a non-refundable monthly fee.

a) Pet Security Deposit. Payment of an additional security deposit, known as a Pet Security Deposit, shall be paid to the Hagerstown Housing Authority for a dog or a cat housed in a unit. This Pet Security Deposit shall be paid to the Hagerstown Housing Authority after approval has been given by the Authority for the requested animal and prior to the animal being authorized to be in the unit. This Pet Security Deposit will be maintained in an escrow account by the Authority and will be used to correct any damage to Authority property (inside and out) by the animal after the animal has vacated the premises or the resident of that unit has moved out, whichever occurs first.

(i) Residents of Potomac Towers and Walnut Towers shall pay a Pet Security Deposit in the amount of \$150.00 for either a cat or a dog. Any resident of Potomac Towers or Walnut Towers who has previously paid a Pet Security Deposit in a lesser amount shall not be required to increase the amount of the Pet Security Deposit on a previously approved animal. Any resident of Potomac Towers or Walnut Towers who seeks approval of a different dog or cat shall be required to pay the difference between the amount of the balance of the original Pet Security Deposit and the Pet Security Deposit of \$150.00.

(ii) Residents of any unit not in Potomac Towers or Walnut Towers shall pay a Pet Security Deposit in the amount of \$300.00 for either a cat or a dog.

(iii) If an animal has been removed from the unit and the owner remains a resident, an inspection will be conducted to assess any damage. In the case of damage, work will be performed, billed and deducted from Pet Security Deposit prior to close out of this account. Any unused balance of the Pet Security Deposit will be returned after the inspection and necessary repairs have taken place. Damages exceeding the Pet Security Deposit will be billed to the resident.

(iv) The Pet Security Deposit will not be used to offset the cost of repairs and maintenance to the unit or Housing Authority property during a period when the animal is housed in the unit. Residents will be billed for these costs.

The Pet Security Deposit will only be applied to work performed once the animal has been removed from the unit.

b) Non Refundable Monthly Fee.

(i) A non-refundable Pet Fee of \$10.00 per month shall be charged to each unit housing an approved dog or cat. This Pet Fee is intended to cover reasonable operating costs of the Housing Authority related to cats and dogs and will not be applied to damage caused by a specifically identified pet.

(ii) Any residents of Potomac Towers and Walnut Towers who has previously received approval to keep a particular dog or cat in their unit under the Pet Policy enacted prior to December 1, 1999 shall not be required to pay the \$10.00 per month Pet Fee. Any resident of Potomac Towers or Walnut Towers who seeks approval of a different dog or cat shall be required to begin paying the monthly Pet Fee.

4. Upon approval of an animal by the Housing Authority, written authorization will be issued to the resident and will apply ONLY to that animal and ONLY to that resident. A resident must obtain approval and authorization for a new animal in that resident's unit. A resident wishing to receive a previously approved and authorized animal owned by another resident must obtain approval and reauthorization for that animal.

5. The following rules apply:

a) Pet owners shall be responsible for any damage caused by an animal to any Housing Authority property, including any unit (inside and outside) or common area. Damage outside of a unit or in a common areas includes, but is not limited to, all damage caused by a pet to any physical structure, furniture, equipment, shrub, grass, or plant on Authority property.

b) Yards are considered part of a unit – the resident shall insure that feces are removed immediately and disposed of in properly sealed containers.

c) Yards must be maintained in an acceptable manner – the resident shall insure that no holes or bare spots due to an animal's use of this space.

d) If during an inspection of a unit:

(i) an animal odor is present, it will be documented on the inspection report. The resident shall be required to correct problem and a follow up inspection will be conducted; if Housing Authority personnel or a contractor is required to eliminate the odor, the resident shall be responsible for the cost of fumigation.

(ii) the presence of fleas is detected in the unit, it will be documented on the inspection report and the owner shall be responsible for the cost of exterminating the unit and any other affected unit.

(iii) any pet damage to the unit (inside or out) observed will be documented on the inspection report and the resident will be responsible for the cost of repairs.

- e) When an animal is not inside the unit, the animal must remain on a leash at all times, including when in a fenced yard. All residents must also comply with the City of Hagerstown's leash laws and any other ordinances or laws of the City of Hagerstown, Washington County and the State of Maryland that pertain to the keeping and treatment of pets.
- f) Animals shall not be left outside unattended, even when on a leash. Animals shall not be chained or tethered outside unless a resident of the unit accompanies the animal.
- g) There shall be no structure (no animal house, kennel or similar structure) in the yard area to house or to shelter the animal while outside. These animals are considered inside pets.
- h) No food or water for animals shall to be left outside once the animal has left the area.
- i) Animals shall not to be left unattended in a parked vehicle.
- j) Animals shall not be left unattended in the unit for more than ten (10) hours.
- k) Viscous or aggressive animals are not permitted on Housing Authority property. This includes animals that have been previously certified as non- viscous or non-aggressive which have later demonstrated a viscous or aggressive nature. If an animal attacks a person, any report made to the Health Department Management Office, the Health Department will result in an investigation. Governmental procedures must be followed for these investigations. If the Health Department investigation substantiates the attack, the animal shall be permanently removed from the premises by the owner within 24 hours after notification of the findings. It is the responsibility of all residents to report any such attack to the Health Department.
- l) Dogs that have been previously certified as complying with the mature height and weight restrictions may lose their status as an approved and authorized animal if that certification is later determined to have been an incorrect assessment of the dogs mature weight and height.
- m) When an animal is being taken from the yard area it must be on a leash and any dropped feces are to be picked up immediately and properly disposed of in a properly sealed container. Animals are to be prevented from urinating on shrubs, bushes, plants, etc. while being transported through the community.

- n) Residents shall be responsible for removing the animal from the unit or containing the pet in another room at all times that Housing Authority personnel or a contractor are performing tasks in the unit. If tasks are being performed outside the unit, the resident is responsible for keeping the animal in the unit while the task is being performed.
- o) Only the specific animal that has been approved by the Housing Authority shall be permitted at the resident's unit or on the Housing Authority property. Pet sitting in a resident's unit is not permitted, even if this pet is an approved pet of another resident. All residents are responsible for ensuring that their guests do not bring an animal (other than an animal that has a current approval or authorization by the Housing Authority) into the unit or onto the Housing Authority property.
- p) Except as permitted in Item IV (pertaining only to residents of Potomac Towers and Walnut Towers), no animals shall be permitted in common rooms, community buildings, outside functions at common areas, or on the playground.
- q) The Housing Authority will provide residents a form of identification for their pet indicating that is an approved and authorized pet. The pet must wear this identification at all times.

B. BIRDS - this provision applies only to birds. Residents may, provided they adhere to the requirements of this policy, own birds in addition to fish and in addition to a domestic cat or a domestic dog.

1. No prior approval is required for birds kept in accordance with the terms of this policy. The Housing Authority must be notified of the presence of birds. A form will be provided by the Housing Authority for the resident to complete.
2. The only birds permitted under this policy are parakeets and birds that are no larger than a canary.
3. Only two (2) birds shall be permitted in a unit. Birds shall not be housed for breeding purposes.
4. Parakeet means that specific breed of bird and not any other member of the Parrot family.
5. Birds are to be maintained so as not to create a problem with their feeding material or feces that may create a health or sanitation problem. For example birdseed or feces accumulating on the floor of the unit, on the patio, on the balcony, or elsewhere.
6. Birds are not to be left unattended outside of the unit, even if caged.
7. Any resident owning a Hornbill or other small member of the Parrot family prior to the effective date of this policy shall not be required to remove that bird from the unit. The Housing Authority must be notified of the presence of any such birds. A form will be

provided by the Housing Authority for the resident to complete. Any replacement birds obtained must be in strict compliance with the requirements of Item II. B. 2.

C. **FISH** - this provision applies only to fish. Residents may, provided they adhere to the requirements of this policy, own fish and birds in addition to a domestic cat or a domestic dog.

1. No prior approval is required for fish kept in a single aquarium in accordance with the terms of this policy. The Housing Authority must be notified of the presence of an aquarium in the unit. A form will be provided by the Housing Authority for the resident to complete.

2. Fish may be maintained in the unit in an aquarium, which contains not more than 30 gallons of water.

3. Special approval and authorization must be obtained from the Housing Authority for more than one (1) aquarium.

4. At no time are fish to be kept that are considered to be vicious. For example, a piranha or any other fish that is considered extremely voracious are prohibited.

17.3 PROVISIONS APPLICABLE TO ALL RESIDENTS AND ALL PETS OR ANIMALS.

A. For purposes of this provision, the term pets or animals include birds and fish.

B. Only those pets specifically discussed and approved in accordance with the terms of this policy are authorized to be housed in the owners unit.

C. There shall be no unauthorized pet in the unit or on Housing Authority property. Unauthorized pets include, but are not limited to, the following:

1. Reptiles, insects and spiders;

2. Any warm-blooded or fur bearing animals other than a domestic cat or a domestic dog.

3. Any bird, other than a parakeet or a bird of canary size or smaller.

D. Residents are responsible for any noise disturbance and/or nuisance created by their pet. If, after being notified that a pet is creating a noise disturbance or other nuisance, the owner fails to correct the problem, the owner shall be required to remove the pet from the unit and the approval of the animal will be revoked.

E. Pet owners are responsible for the proper and humane care of their pets.

F. If a report is received indicating that any person is neglecting, beating, ill-treating, tormenting or otherwise abusing any animal or if a report is received of any person causing, instigating or permitting any dogfight or other combat between animals or between animals and humans, the reports will be

turned over to the SPCA or other appropriate authorities. If the reports are found to be valid the animal shall be removed from the unit immediately.

G. It shall be a violation of this policy for any resident or any member of their household or any of their guests, to engage in any of the activities prohibited in this policy , even if they are not a pet owner.

H. Any resident who violates the terms of this policy shall receive written notice of the violation. Unless otherwise stated in the notice, the resident must correct the violation immediately. Each day that the violation exists, following the expiration of the time to correct the violation set forth in the notice, shall be considered repeat violation.

I. Unless another provision of this policy requires the immediate removal of a pet (in which case the more restrictive provision shall control over this provision), if there are three (3) violations of this policy within a one (1) year period, the Housing Authority may revoke the approval and authorization for the pet.

J. If the Housing Authority revokes the approval and authorization for a pet, the pet owner shall be required to permanently remove the pet from the premises and may lose pet ownership privileges for six (6) months.

K. If the policy violations are made by a resident as a result of an animal that is not previously approved and authorized to be in the unit or on Housing Authority property, the resident may lose pet ownership privileges for six (6) months.

L. Residents who have lost pet ownership privileges on two (2) or more occasions may be precluded from pet ownership during the remainder of their residency with the Hagerstown Housing Authority.

M. The failure to remove an animal from the premises after being notified to do so, is grounds for terminating the lease. Grievance rights will be afforded the resident in the event that the Housing Authority attempts to terminate the lease.

N. Neither the Housing Authority nor any of its personnel or contractors shall not be responsible for any injury, death or loss of a pet as a result of performing tasks inside or outside the unit. Residents are on notice that exterminating, fumigating, fertilizing, or other chemicals or substances used by Housing Authority personnel or contractors may be hazardous to pets.

O. Violations of this policy constitute a breach of the lease.

P. Nothing contained in this policy is intended to limit the Housing Authority or an appropriate State or local agency or authority from requiring the removal of any pet from the property, if the pet's conduct or condition is determined to constitute, under the provisions of State or local law, a nuisance or a threat to the health or safety of the pet, other pets, residents, or Housing Authority personnel.

Q. In addition to the requirements of these policies, residents must maintain each pet responsibly and in accordance with all applicable State and local public health, animal control, and animal anti-cruelty laws and regulations.

17.4 ADDITIONAL RULES APPLYING ONLY TO RESIDENTS OF POTOMAC TOWERS AND WALNUT TOWERS

- A. For purposes of this provision, the term pets or animals include birds and fish.
- B. At all times when an animal is not in the resident's unit, the animal must be under the control of the resident and shall either be on a leash or in a carrying case.
- C. Animals shall be allowed in the halls and on the elevators only for the purposes of exiting and entering the building;
- D. Animals shall be allowed in the lobbies only when the owner is WAITING for a ride. The wait time should be of a minimum duration;
- E. Animals shall not be left on the patio or balcony unattended.
- F. Food and/or water may not be left on the patio or balcony unless the animal is present.

18.0 COMMUNITY SERVICE AND SELF-SUFFICIENCY

{Effective: Upon publication of final HUD regulations}

Community service offers public housing residents an opportunity to contribute to the communities that support them.

(24 CFR 960.603-960.611)(Section 512 of the 1998 Act Amending Section 12 of the 1937 Act)

18.1 GENERAL:

In order to be eligible for continued occupancy, each adult (an adult is a person 18 years or older) family member must either

- (1) contribute eight (8) 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.

18.2 EXEMPTIONS:

The following adult members of tenant 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 activities
- 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 and who are in compliance with that program

18.3 NOTIFICATION OF THE REQUIREMENT

- A. All adult family members who are not exempt from the community service requirement shall be identified by the Hagerstown Housing Authority.
- B. All such family members shall be notified 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 Hagerstown Housing Authority shall verify such claims.
- C. The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after October 1, 1999. For

family's paying a flat rent (or ceiling 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. Families who are over income when they initially occupy a public housing unit are not automatically exempt.

18.4 VOLUNTEER OPPORTUNITIES

- A. Community service includes performing work or duties in the public benefit that serve to improve the quality of life an/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.
- B. 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).
- C. The Hagerstown Housing Authority will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

18.5 THE PROCESS

At the first annual reexamination on or after October 1, 1999, and each annual reexamination thereafter, the Hagerstown Housing Authority 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.

18.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

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

- A. The family member(s) has been determined to be in noncompliance;
- 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;

18.7 OPPORTUNITY FOR CURE

The Hagerstown Housing Authority 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 twelve-(12) month period. The cure shall occur over the twelve-(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.

18.8 COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENTS

Residents who are required to report under the Community Service Requirements must return the "Volunteer Hours Verification" form by the last business day of each month to the Housing Authority Central Office.

19.0 INSPECTIONS

19.1 MOVE-IN INSPECTIONS

An authorized representative of the Housing Authority 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 file and a copy given to the family member.

19.2 ANNUAL INSPECTIONS

The Housing Authority will inspect each public housing unit at least annually to ensure that each unit meets the Housing Authority's housing standards. Work orders will be submitted and completed to correct any deficiencies.

19.3 PREVENTATIVE 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.

19.4 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. Generally, at the time of the annual maintenance inspection, or at other times as necessary, the Housing Authority will conduct a housekeeping and yard inspection to ensure the family is maintaining the unit in a safe and sanitary condition in accordance with the Housekeeping Standards and the Clean Yard Policy.

19.5 NOTICE OF INSPECTION

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

19.6 EMERGENCY INSPECTIONS

If any employee and/or agent of the Housing Authority 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.

19.7 PRE-TERMINATION INSPECTIONS

When a resident gives notice that they intend to move, the Housing Authority 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 to ready units more quickly for the future occupants.

19.8 MOVE-OUT INSPECTIONS

The Housing Authority 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.

20.0 PHYSICAL PROPERTY STANDARDS

20.1 *BALCONIES AT WALNUT AND POTOMAC TOWERS*

Balconies must be kept neat and orderly. The following standards apply:

- a) No rugs, carpets or mats are permitted.
- b) Nothing is to be hung over or attached to the railing.
- c) Only furniture designed for outdoor use is permitted.
- d) Plants are permitted but the container in which they are planted must be placed in a dish to prevent water from dripping off of the balcony.
- e) Containers are to be located to catch water dripping from air conditioners. Empty the container regularly.
- f) Clothes drying racks are permitted but are limited to a height of 42 inches.
- g) The balcony is not to be used for storage. Cardboard boxes, plastic bags, and other articles not directly related to outdoor living are not permitted, except a plastic weatherproof storage container (42" maximum height and a neutral color) with tight fitting lid is permitted.
- h) Nothing is to be thrown or dropped from the balcony. Water and sweepings are to be collected in containers and disposed of inside.
- i) High winds can blow items from balconies. Insure items susceptible to wind lift are properly secured.
- j) Wire, cloth netting or lattice is permitted on the inside of railings in the interest of child and pet safety. Installation must be neat and workmanlike. Prior approval of the maintenance department is required.

20.2 *BULK TRASH PICK UP*

No large items to be discarded may be placed on the Authority's or City's property at any time except at such times and under the conditions set forth in directives issued by the Authority or the City for special or bulk trash pick ups. Bulk trash set outs at any other time shall be picked up by the Authority and the resident's account charged. Bulk trash set outs shall be limited to five (5) items.

20.3 *CLEAN YARD PROGRAM*

Residents are required to keep both their front and back yard clean, neat and tidy at all times. Requirements include but are not limited to the following:

- 1. No litter/debris/cigarette butts regardless of source.
- 2. Trash must be kept in proper containers with tight fitting lids.
- 3. Household/automotive items are unacceptable.
- 4. Weeds must be removed from planting beds.
- 5. Graffiti on exterior surfaces is unacceptable and must be removed immediately
- 6. Window air conditioners must be safely & properly installed.
- 7. Storage sheds must be kept locked.

8. Play equipment shall be limited to rear yards.
9. Leaves shall be removed.
10. Yards and patios shall not be used as storage.
11. Any lawn furniture/equipment must be easily moved to facilitate mowing.
12. TV/speaker cables on outside walls of units are unacceptable.
13. Lawn furniture/equipment shall not be of the type or so placed as to cause damage to the lawn or plantings.
14. Front yards shall be kept free of all lawn furniture when not in use.
15. Residents may plant border flowers in front of planting beds and make other minor improvements that do not interfere with mowing. All such improvements must be properly maintained.

20.4 ENERGY CONSERVATION

- a. The thermostats in all family units are limited to 68 degrees and elderly units to 75 degrees. Residents shall not tamper with thermostats.
- b. Turn off exhaust fans when not needed.
- c. Keep doors and windows closed in cold weather.
- d. Electric and kerosene heaters are prohibited.
- e. Range and ovens are not to be used as space heaters.

20.5 FENCES ARE NOT PERMITTED

20.6 GARBAGE

GARBAGE AT FAMILY UNITS

Garbage, with the exception of the current day's refuse, shall not be stored inside the unit. All garbage must be in sealed plastic bags in metal or plastic containers with tight fitting lids. All trash containers must be kept in the rear of the unit.

Resident must comply with City regulations regarding trash pickup schedules and procedures. Noland residents shall comply with directives issued by the Authority regarding trash-collecting services.

GARBAGE AT ELDERLY UNITS

Place only garbage contained in sealed plastic bags in trash chutes on each floor. Take care not to place smoldering cigarettes, etc. in bags prior to disposal. Use only bags of a size that will fit in the trash chute. Larger items must be taken to the designated area in the lower levels.

20.7 HOUSEKEEPING STANDARDS

Residents are required to maintain their dwelling in a decent, safe and sanitary condition. Residents are required to maintain, as a minimum, the following standards:

ALL AREAS

- a. Keep ceiling, walls, and floors, crevices and cracks, and other surfaces clean and free of dirt, food, cobwebs, grease, mildew, fingerprints, holes, and hazards.
- b. Do not put wallpaper or borders on your walls.
- c. Keep windows, curtains and blinds clean, operable and free of fingerprints and dirt.
- d. Keep doors clean and free of fingerprints, grease and dirt.
- e. Dispose of trash in proper containers (sealed plastic bags in trashcans with tight fitting lids).
- f. Keep all lights operable. Replace burned-out bulbs immediately.
- g. Keep furniture, household goods, and lighting clean and free of hazards (inside and out).
- h. Keep cabinets, drawers, appliances, furniture, upholstery, curtains, countertops, cracks, crevices and all other surfaces clean and free of food, crumbs, spilled liquids, and dead bugs. Failure to do so will result in infestation.
- i. Keep combustible items well clear of furnaces and water heaters.
- j. Keep all electrical cords/connections in good safe condition. Do not store flammables such as gasoline in units
- k. Keep dryers and dryer vents clear of lint. Dryers must be properly vented.
- l. Furniture, bicycles, household items, boxes, clothes, newspapers, magazines and other personal goods beyond what is “normal” and “reasonable” are not permitted in your unit. Your unit is not a storage space.
- m. Air conditioners must be properly and safely installed.
- n. Keep all walls, fixtures, electrical panels, and closets accessible.
- o. Keep smoke detectors operable. Notify Maintenance immediately of malfunctioning smoke detectors.
- p. TV cables and speaker wiring or similar wires are not permitted on floors where they create a tripping hazard. Run across tops of doors. Do not install wiring on outside of units.
- q. Report all missing, broken or leaking components immediately to maintenance (301-733-6916).
- r. Maintain yards per the Authority’s Clean Yard Program.

THE KITCHEN

- a. Keep your stove and oven clean and free of grease, food, and other spills.
- b. Keep refrigerators clean, wiped down, and defrosted, if necessary.
- c. Do not store heavy pots and pans underneath your sink.
- d. Keep exhaust fan clean and free of grease and food build up.
- e. Keep sinks clean and free of grease. **DO NOT PUT FOOD OR GREASE DOWN YOUR SINK.** Dirty dishes must be washed and put away in a timely manner.
- f. Keep countertops clean by wiping down after use and only used for food preparation. Do not put cigarettes on your counter and vanities.

THE BATHROOM

- a. Keep toilet scrubbed clean and keep foreign objects out of the bowl to prevent clogs.

- b. Keep shower, sink and tub clean.
- c. Dust exhaust fan to prevent build up.
- d. Keep medicine cabinets and vanity cabinets clean and orderly.

BASEMENT

- a. Keep all drains clear and operable.

CLOSETS

- a. Keep closets clean and orderly.

20.8 *LAUNDRY FACILITIES*

- a. Laundry facilities are not provided in the family communities. Residents may install washers in their kitchens or basements and are expected to use the clotheslines in their backyards for drying clothes.
- b. Dryers are not permitted unless they are 120 volt and properly vented to the exterior. No alterations to the electrical service or wall area are permitted.
- c. Washers and dryers are not permitted in the units at Walnut and Potomac Towers. Residents are encouraged to use central laundry facilities.

20.9 *LEAF REMOVAL*

Resident at family units are responsible for picking up leaves within their front, back and side yards (as applicable). See “mowing” for limits of yards. Leaves must be placed in the proper containers and set out curbside in compliance with City standards and schedules. Do not dispose of leaves on public or other property. Burning of leaves is not permitted.

Residents at Noland Village must set leaves curbside at Noland Drive.

If Residents fail to pick up and properly dispose of leaves by December 15, the Authority may do so and charge the resident.

20.10 *LOCKOUT SERVICE*

Two keys are furnished to the residents at time of occupancy. If the Authority must respond to a lockout call, the resident must present proof of identity (driver’s license, social security number, etc.) to the maintenance mechanic. Any damage and associated costs caused by forced entry will be the responsibility of the resident. Residents have the option of calling a local locksmith to gain entry;

usually this is less costly than the Authority's lockout fee. The Authority will respond to all lockout calls in accordance with the Schedule of Resident Charges.

20.11 MAINTENANCE REPAIRS

Residents must call the Maintenance Department to notify the Authority of any need for repairs. Early reporting of a problem is essential. The maintenance required due to the normal wear and tear of the property is included in the rent. Residents are charged for the maintenance costs that are a result of negligence, damage, a failure to fulfill resident obligations, and unnecessary visits such as when a resident reports that the heating system is not working properly and the service call reveals that the heating system is operating correctly and providing the resident with heat in accordance with the levels stipulated in the ACOP under ENERGY CONSERVATION.

20.12 MOWING

1. Residents residing in communities where the Authority mows yards are responsible for removing all lawn furniture and equipment from lawns in preparation for mowing at times set forth on the mowing schedule issued by the Authority. Residents that do not properly prepare their lawns for mowing shall be charged in accordance to the Schedule of Resident Charges.
2. Residents residing in communities where the Authority does not mow yards are responsible for mowing their yards, both front and back, on a regular basis. Lawns shall not exceed four (4) inches in height. Residents that permit their lawns to exceed the specified height shall have their yards mowed by the Authority and shall be charged in accordance with the Schedule of Resident Charges.
3. Front yards extend to the front walk. Rear yards extend to the rear walk, yard fence, perimeter fence, or storage shed, whichever is the greater distance. Scattered Site residents are responsible for the entire lawn directly in front and to the rear of their unit; end unit residents are responsible for side lawns.
4. Periodically, lawns may be treated by the Authority's contractor with fertilizer and weed control chemicals. Residents shall be notified of dates and shall comply with precautions issued by the contractor.

20.13 PAINT, WALLCOVERINGS, DECALS

1. Every five (5) years, paint will be furnished, free of charge, for residents to repair the interior of the unit – subject to inspection and approval of workmanship by the Authority. The resident is required to make corrections to the painting if so directed by the Authority.
2. No paint other than that furnished by the Authority may be used. If other colors are discovered during inspections, residents will be directed to repaint at once at their expense.

3. Wallpaper, contact paper, stenciling and/or decals of any kind are not permitted to be used on the walls, ceilings, cabinets or appliances. Damages caused by the unlawful use of these products and the labor required to remove them will be charged to the resident.
4. Residents may purchase paint at any time from the Authority.

20.14 PEST CONTROL PROGRAM

Extermination service is provided on a regular basis at no cost to the resident. This service is provided to all units and cannot be refused. Schedules for treatment are posted in the monthly newsletter. Residents must complete the following preparations prior to the scheduled treatment:

- 1) Remove all items from the base cabinet at the kitchen sink and bath vanity.
- 2) Clean off countertop in kitchen and bath vanity.
- 3) Clean out other areas where infestation has been observed.
- 4) Advise the exterminator of any problem areas.
- 5) Comply with the Authority's Housekeeping Standards.

If infestation is heavy the resident will be notified by letter that a special treatment will be scheduled. The resident must comply with the exterminator's instructions attached to the letter.

Residents are encouraged to utilize their own traps and/or sprays, following manufacturer's instructions and precautions.

20.15 PICTURES AND FIXTURES

Small and medium sized pictures and mirrors are permitted. Use hangers that won't mar walls. Do not install extra towel racks, shelves, etc. Damage to walls or woodwork (holes, scratches, marks, etc.) will be repaired by Maintenance and residents will be charged for these repairs.

Ceiling fans are permitted but must be properly installed by a licensed contractor at the resident's expense. A permit must be applied for and obtained from the City prior to installation.

Pictures, hangers, and fans must be carefully removed when the unit is vacated and the unit returned to its original condition.

20.16 PLAY EQUIPMENT

Play equipment, of limited size, is permitted in family communities and may be located in the rear yards only. Equipment must be portable and be capable of being moved off the lawn area on the rear patio to facilitate periodic mowing. Residents are responsible for maintaining the equipment, for any damage to the lawns, and for any liabilities resulting in injury from use of such equipment.

20.17 POOLS AND HOSES

- a. Swimming and wading pools are not permitted.
- b. Hoses are permitted at Scattered Site units only

20.18 REPAIRS BY RESIDENTS

Repairs by residents are generally discouraged. If repairs are performed they are to be made utilizing materials and workmanship acceptable to the Authority. Unsatisfactory work may be replaced by the Authority at the resident's expense.

20.19 SATELLITE DISH TV ANTENNA POLICY

Residents choosing to install their own satellite dish must comply with the following standards:

1. Dishes shall not exceed eighteen (18") inches in diameter.
2. Dishes shall not be attached to roofs, walls, fences, trees, balconies, concrete slabs or any other part of any building.
3. Dishes may be only ground mounted at family units in compliance with details on the attached drawings. See drawings for balcony installations at Potomac and Walnut Towers.
4. Exposed wiring outside of the building is not permitted. Cables inside the building may not cross aisles of circulation on the floor, but must be carried over the doorways and openings.
5. Exterior junction box shall be of a non-corrosive, non-staining material such as aluminum or PVC. Interior cover plates at outlet box shall be ivory in color. All work shall be neat and workmanlike.
6. Container at elderly units shall be exterior heavy duty PVC, exterior plywood (painted or stained) or other pre-approved material appropriate to function intended. Color shall be neutral.
7. Installation at family units may only be in rear yards. Side yard installation is not permitted. Installation is permitted in front yards only if resident furnishes Authority a written statement (on letterhead) from satellite dish vendor that front yard installation is necessary for reception.
8. Prior to installation the resident must contact the Maintenance Department and schedule a pre-installation on site meeting to establish a location acceptable to HHA in order to avoid underground utilities and to establish consistency.
9. Upon completion of the installation the resident must schedule, with the Maintenance Department, a post-installation inspection.
10. All installations must be by a contractor pre-approved by the Authority.
11. The contractor must attend both the pre-installation and post-installation inspection.

12. All work is subject to the Authority's approval. Residents are required to properly maintain the installation and to immediately correct deficiencies noted by the Authority.
13. Residents, upon vacating the unit, must remove antennas, mounting and all wiring. All lawns and buildings must be restored to their original condition. Permanently mounted exterior junction boxes, sleeves and interior recessed outlet boxes shall not be removed and shall become the property of the Authority.
14. The resident shall pay, to the Authority, the cost of both pre-installation and post-installation inspections. These costs shall be as listed in the current Schedule of Resident Charges.
15. All material and installation costs shall be the responsibility of the resident.
16. Building orientation, trees, and other obstacles shall not be reason to deviate from these standards. Orientation/location of some units may preclude satellite dish installation.
17. The resident, by installing a dish, shall hold the Authority harmless from all liabilities resulting from damages to, or caused by, the installation of a satellite dish.

20.20 SNOW AND ICE REMOVAL

Residents at family units are responsible to remove snow and ice from walks, stoops, and steps leading to the unit. Residents sharing a walk shall clear their half or share the responsibility. If a resident fails to remove snow/ice within 24 hours, the Authority may do so and charge the resident.

20.21 STORAGE STANDARDS

In general, it is the Authority's intent that the leased apartment be utilized in a form and physical manner in which it is intended. That the unit is used primarily as a safe and decent dwelling for resident "habitation" (as opposed to a bulk storage area) and that storage of an acceptable and "normal" quantity of items is mainly limited to the properly designated space for such items – e.g. Closets, pantries, exterior storage bins, etc. --- in order to minimize safety hazards associated with fire, tripping, accessibility, etc. It is noted that storage of excessive quantities of refuse and materials (cardboard boxes, paper, etc) additionally contributes to the presence and infestation of pest insects (roaches, spiders, flies, etc).

GENERAL FLOOR AREA –

Miscellaneous "floor storage" of items neatly packaged and arranged so as not to impede normal access throughout, along with egress to or from, the apartment is permitted within acceptable limits as listed herein. Electric panels, appliances and plumbing fixtures must be accessible for use and servicing. Floor storage of items shall not block doorways, window egress, bathroom/closet access or general area of travel.

Miscellaneous “floor storage” is material (ie: boxes, bags, hampers, containers, etc.) which is stored outside assigned storage spaces (pantries, closets, storage containers) in other areas normally viewed as living spaces (living rooms, bedrooms, kitchens and bathrooms).

Acceptable miscellaneous floor storage is viewed as material NOT EXCEEDING 15% of square footage living space, or exceeding three feet in height. (Pantry and closet areas excluded).

KITCHEN AREA

COUNTER AREA

Storage of kitchen utensil and supply items only at the kitchen area, NOT blocking GFCI receptacle outlets. Counters are primarily a work space.

STOVE AREA

NO storage of combustible materials on the stovetop surface or in close proximity to the stove burners.

PANTRY AREA

Additional storage of miscellaneous items along with food and kitchen items is permitted so long as such storage is neat and contained within the door opening area. Pantry doors, where applicable, must remain operable. Shelving area must be accessible for use.

LIVING ROOM

This area is primary living space, as opposed to storage area. However, minimal storage of miscellaneous items is permitted provided it is placed in a neat manner at appropriate wall areas. See “general floor area” limitation listed above.

BEDROOM AREA

CLOTHES CLOSET AREA

Storage of items is limited to available floor or shelf capacity within the door opening area. Closet doors **MUST** be operable. All items are to be neatly stacked or placed.

BATHROOM AREA

No storage of items is permitted on the commode or within the bathtub/shower areas, which would limit their intended use and purpose.

EXTERIOR BALCONY (HI-RISE)

See Section 20.1 Balconies at Walnut and Potomac Towers

EXTERIOR PATIOS (Family)

For aesthetic and safety purposes all patio items not used on a recurring basis should be stored in exterior metal storage sheds if provided. Acceptable storage items at rear yard patio areas include: covered trash receptacles, patio furniture, one barbecue grille and operable lawn equipment. Non

acceptable stored items include automobile tires, rusted or inoperable lawn equipment, cardboard and paper material, plastic trash bags, etc

20.22 TELEVISION/TELEPHONES

- 1) Residents are encouraged to contract with the local cable service. Cabling and outlets may only be installed by the local cable company or their subcontractors and must comply with the Authority's policies.
- 2) Although a cable system connected to a community antenna system is presently available to residents at no charge, the Authority has no obligation to maintain this system and does not guarantee availability of any or all channels or quality of the signal.
- 3) Residents must comply with the Satellite Dish TV Antenna Policy, see paragraph 20.19
- 4) Residents are not permitted to tamper with any TV or telephone wiring/cable within their units that is not their property. Residents may not access attic spaces.
- 5) The resident must arranged for telephone service. This service is strictly between the resident and the telephone company. The Authority does not supply or repair telephone jacks or wiring. Access to mechanical spaces required by the telephone company will be provided by HHA at no cost, provided 24 hours advance notice is given and access is requested during regular business hours. Access shall not be given after hours or on weekends.

20.23 UNIT LANDSCAPING

- 1) The Authority will trim and maintain foundation plantings and planting beds. Residents are not to trim plants.
- 2) Residents may plant flower strips along the front of planting beds. Any supplemental plantings must be properly maintained, watered, weed free, and neat in appearance. Improvements by residents may not interfere with mowing operations.
- 3) Vegetable gardens are permitted only if the Authority has issued written approval.
- 4) Grounds must be returned to their original condition prior to the resident vacating the unit.

20.24 VANDALISM TO OCCUPIED UNITS

Residents are responsible for all damage and vandalism to the unit caused by the resident, other members of the household, guests, acquaintances, or others. A resident may not be responsible for the following if:

Exterior graffiti/damage or damage from forced entry is immediately reported to the police and the Maintenance Department. Resident must furnish the Authority with a copy of the detailed police report.

20.25 WATER

In order to conserve, all residents must promptly report any leaks or dripping faucets, hoses or fixtures to the Maintenance Department **301/733-6916**. Insure all faucets are turned completely off when you are not drawing water.

20.26 WATERBEDS

Waterbeds are not permitted in Housing Authority communities due to the potential for leaks and property damage.

20.27 WINDOW AIR CONDITIONERS

Window air conditioners furnished by the resident at the family communities must be properly installed and secure. Panels must be finished to match the color of either the air conditioner or the window frame. Cardboard or unfinished plywood is unacceptable. Units must be compatible with existing electrical outlets.

Walnut Towers and Potomac Towers window air conditioners may be installed by the resident. Potomac Towers air conditioners must be installed using an air conditioner port specifically designed for this purpose. The cost of the port is the resident's responsibility. The resident is responsible for a safe installation. Contact the Maintenance Department if you need advice. Air conditioners must be compatible with exiting electrical outlets.

Air conditioners must be removed at the time the resident vacates the unit.

20.28 WINDOW GLASS & SCREENS

Repair/replacement of window glass and screens is the resident's responsibility. Maintenance will make the repair at the Resident's expense or the resident has the option of having the repair made locally. All new work and materials must match existing.

20.29 WINDOW TREATMENT

The Authority does not provide window treatment. In the interest of uniformity of appearance, residents in family communities must install window shades, blinds or draperies in all windows in the dwelling unit. They are to be installed in a manner not to damage the window frame. Screws that are provided with the drapery rods and/or shades or blinds should not be substituted with nails or larger screws. It is the resident's responsibility to maintain these items in a manner that shall not deface the appearance of the community. Windows must be treated uniformly and maintained in a neat and orderly fashion at all times. White backing (exterior side) is preferred. Upon vacating the unit the window treatment shall be carefully removed.

21.0 TERMINATIONS

21.1 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.

21.2 TERMINATION BY THE HOUSING AUTHORITY

Landlord shall not terminate or refuse to renew this lease other than for serious or repeated violations of material terms of this lease, such as, but not limited to:

- a) Violation of any Tenant Obligation as outlined in the Public Housing Dwelling Lease.
- b) Violation of any HUD regulations and or Housing Authority Policies contained in this lease or the ACOP by reference, as determined by Landlord based on the seriousness of the offense or offenses.
- c) Failure to pay rent and other charges when due and repeated late payment of rent, which shall be defined as failure to pay rent before the issuance of the *Notice to Vacate*.
- d) During any twelve (12) month period, if the Tenant has more than three (3) Judgments of Possessions entered against the Tenant, the Housing Authority, as part of the fourth (4th) Summary Ejectment proceeding filed during that same twelve (12) month period, will request the Foreclosure of the Right of Redemption. If this fourth (4th) Judgment of Possession is granted, the Tenant will be evicted regardless of whether the Tenant pays the rent prior to the scheduled set-out.
- e) Repeated late payment of a Repayment Agreement, which is defined as failure to make payment prior to the issuance of *the Notice of Late Payment of Repayment Agreement*.
- f) Misrepresentation to Landlord of family income, assets, or composition and failure to report increases in income within fourteen (14) calendar days as required by Interim Policy set forth in ACOP.
- g) Failure to supply, when required by Landlord, any certification, release of information, or documentation on family income or composition needed to process annual reexaminations or interim determinations.
- h) Possession of illegal firearms, weapons (as defined by Maryland State Law) or illegal drugs seized in an Authority unit by a law enforcement officer.
- i) Any fire on Authority premises caused by Tenant's negligence, household members or guests' actions or neglect.
- j) Repeated failure to attend scheduled appointments for reexaminations, special certifications, appointments for lease violations, or any other appointment required by Landlord to determine continued eligibility in accordance with ACOP.
- k) Repeated incidents of denying access for any type of inspection or failing to prepare for extermination. Repeated incidents means more than two (2) times per 12 consecutive months. Denying access and failing to prepare for extermination include but are not limited to cluttered rooms, poor housekeeping, unruly pets and latched doors.
- l) Violation of any provisions of this lease resulting in a material breach of Lease as determined by Landlord based on the seriousness of the offense or offenses, which may include one violation or the combination of one or more violations of the Tenant Obligations.

21.3 ABANDONMENT POLICY

Upon the abandonment of the Premises, the Tenant appoints Landlord and/or Landlord's employees, as Tenant's agent, to remove all personal property of whatever nature, including furniture and equipment left in or about the Premises. Landlord shall inventory the property of the abandoned Premises prior to removal and shall have the making of the inventory witnessed. The Tenant hereby further appoints Landlord and/or Landlord's employees, as Tenant's agent(s), to hold the said property for a period of thirty (30) calendar days, and, if not claimed by the Tenant within such time, after the Tenant has abandoned the Premises, then Landlord is hereby authorized to donate said property to a charitable institution or otherwise dispose of said property.

21.4 FORECLOSURE OF RIGHT OF REDEMPTION

The Housing Authority will request the Court to foreclose the right of redemption on any resident receiving more than three judgments in a twelve month period. This means the resident will be set out on the fourth judgment, regardless of whether rent is paid.

21.5 SET OUT PROCEDURE

The Housing representative and the Maintenance Department will meet the constable at the scheduled set out. The Constable must be present for the Authority to begin the set out. The tenant may pay the rent up to the time the Housing Authority arrives to do the set out unless the court has ordered No Right of Redemption. If No Right of Redemption is ordered, the eviction will continue regardless of payment. Housing Authority staff will not wait for money or receipts. If tenant does not have money or a receipt. the set out will begin.

All items will be set out, except food, glass, knives, medicines and flammable substances. Residents may obtain items remaining in unit within 24 hours by contacting the Maintenance Department. Remaining items will be taken to county landfill following the 24 hour period.

Items will be set on the public curb for 24 hours, at which time, what is remaining will be taken to the County landfill.

21.6 GRIEVANCE PROCEDURES

21.6.1. APPLICABILITY (24 CFR Section 966.51)

- A. This Grievance Procedure shall be applicable to all individual grievances as defined below in Paragraph III, A., between the resident and the Authority.
- B. Because of resident's right to a hearing under elements of due process in District Court, prior to eviction, this Authority will exclude from its administrative grievance procedure any grievance concerning an eviction or termination of tenancy that involves:
 - 1. Any activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the Authority, or
 - 2. Any drug-related criminal activity on or off the premises.
- C. This Grievance Procedure shall not be applicable to disputes between residents not involving the Authority or to class grievances.
- D. This Grievance Procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the Authority's Board of Commissioners.

21.6.2. REQUIREMENTS (24 CFR Sec 966.52)

- A. This Grievance Procedure is incorporated by reference in all resident dwelling leases and will be furnished to each resident and all resident organizations.
- B. Any changes proposed in this Grievance Procedure must provide for at least 30 days notice to residents and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. The Authority shall consider comments submitted before any revisions are made to the Grievance Procedure.

21.6.3. DEFINITIONS (24 CFR Sec 966.53)

- A. **Grievance (or Complaint)** shall mean any dispute which a resident may have with respect to the Authority's action or failure to act in accordance with the resident's lease or Authority regulations which adversely affect the individual resident's rights, duties, welfare or status.
- B. **Complainant** shall mean any resident whose grievance is presented to the Authority.
- C. **Elements of Due Process** shall mean an eviction action or a termination of tenancy in Court in which the following procedural safeguards are required:

1. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
 2. Right of the resident to be represented by counsel;
 3. Opportunity for the resident to refute the evidence presented by the Authority including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the resident may have; and
 4. A decision on the merits.
- D. **Hearing Officer** shall be an impartial person appointed by the Authority, other than a person who made or approved the Authority action under review, or a subordinate of that person.
- E. **Resident** shall mean the adult person (or persons) (other than a live-in aide):
1. Who resides in the unit, and who executed the lease with the Authority as lessee of the dwelling unit, or, if no such person now resides in the unit,
 2. Who resides in the unit, and who is the remaining head of household of the resident family residing in the dwelling unit.
- F. Resident organization includes a resident management corporation.

21.6.4 INFORMAL SETTLEMENT OF GRIEVANCE (24 CFR Sec 966.54)

Any grievance shall be personally presented, either in writing or orally, to the Authority's Central Office at 35 West Baltimore Street, Hagerstown, Maryland, so that an informal conference can be scheduled. The goal of the informal conference is to attempt to resolve the grievance without a formal grievance hearing. The procedures governing the Grievance Hearings (Paragraph VI) do not apply to the informal conferences.

- A. Administrative Grievances are all grievances that relate to non-Maintenance Department issues.
1. Requests for an informal conference to resolve an Administrative Grievances must be requested, either orally or in writing within ten (10) days after the date of occurrence giving rise to the grievance. These requests must be made to the Central Office.
 2. The last date to request an informal conference will be stated on the Notice to Quit or other Authority notice sent to the resident.
 3. The Director of Housing or the Director of Housing's designee will conduct informal conferences.
- B. Maintenance Grievances are those grievances that arise out of actions or charges from the maintenance operations of the Authority.

1. Requests for an informal conference to resolve a Maintenance Grievance must be requested, either orally or in writing within ten (10) days after the date of occurrence giving rise to the grievance. These requests must be made to the Maintenance Department.
 2. The last date to request an informal conference will be ten (10) days from the date noted in the lower right hand corner of the work order.
 - a. Within seven (7) days of receipt of the request being forwarded to the Maintenance Department, the Maintenance Department will mail to the resident a "Request for Informal Conference Form." This form will note the date that the form was mailed.
 - b. The resident must complete the appropriate sections of the form and return the form to the Maintenance Department within ten (10) days of the date noted on the form.
 3. The Deputy Director of Properties or the Deputy Director of Properties' designee will conduct informal conferences.
- C. The Informal Conference – the complainant will present the grievance. The complainant and the Director (or Designee conducting the conference) will discuss the matter and attempt to resolve the grievance to the satisfaction of both parties.
- D. Summary of Informal Conference – The Authority will prepare a summary of the discussions held in the informal conference. The summary will state the names of the participants, the dates of the informal conference, the nature of the proposed disposition or resolution of the complaint and the specific reasons for the decision, and shall specify the procedures for the complainant to obtain a Grievance Hearing if the complainant is not satisfied by the proposed disposition or resolution of the grievance. A one (1) copy of the summary shall be given to the complainant/resident and one (1) copy retained in the Authority's resident file.

21.6.5 PROCEDURE FOR OBTAINING A GRIEVANCE HEARING (24 CFR 966.55)

- A. Request for Hearing. If the complainant is not satisfied with the results of the informal conference, the complainant shall submit a written request for a grievance hearing to the Authority's Central Office no later than ten (10) days from the date set forth on the summary from the informal conference. The written request shall specify:
1. the reasons for the grievance; and,
 2. the action or relief sought.
- B. Hearing Officer. Selection of the Hearing Officer shall be made by the Executive Director.
- C. Failure to Request a Grievance Hearing. If the complainant does not request a hearing in accordance with Paragraph V., A., then the Authority's disposition of the grievance under Paragraph IV shall become final. The complainant's failure to request a Grievance Hearing does

not waive the resident's right to contest the Authority's disposition of the grievance or the matter which gave rise to the grievance in a judicial proceeding.

- D. Hearing Prerequisite. All grievances shall be personally presented either in writing or orally in accordance with the procedures for informal conferences set forth in Paragraph IV as a prerequisite to a Grievance Hearing, provided, however, that if the complainant shows good cause to the Hearing Officer why he or she failed to proceed in accordance with procedures for informal conference, the provisions of this subsection may be waived by the Hearing Officer.

- E. Escrow Deposit. Before an Grievance Hearing is scheduled in any grievance involving the amount of rent (including excess utilities and late fees) that the Authority claims is due, the complainant must pay an escrow deposit to the Authority . When the resident is required to make an escrow deposit, the amount of the escrow deposit is the amount of the rent (including excess utilities and late fees) the Authority states is due and payable as of the first day of the month preceding the month in which the resident or the resident's family's act or failure to act took place. After the first escrow deposit, the resident or the resident's family must deposit the same amount monthly until the resident's complaint is resolved by the decision of the Authority. All escrow deposits must be made at the Central Office, the Hagerstown Trust Company is not authorized to accept escrow deposits.
 - 1. The Authority will waive the requirement for an escrow deposit in extenuating circumstances where a determination is made that the resident's circumstances fall within the requirements of 24 CFR Sec. 5.616 (please refer to the Authority's *Public Housing Rent Option Policy and Financial Hardship Policy*) and 24 CFR Sec. 5.618. (concerning reduction in welfare benefits related to work requirements).

 - 2. If the Authority does not waive the requirement for an escrow deposit, the resident's failure to make the escrow payment will terminate the grievance procedure. The resident's failure to make the escrow payment does not waive the resident's right to contest the matter that gave rise to the grievance in a judicial proceeding.

- D. Scheduling of Hearings. If the complainant complies with the requirements of Paragraph V, the Hearing Officer will promptly schedule a Grievance Hearing. The Hearing Officer will attempt to schedule the Grievance Hearing for a time and place reasonably convenient to both the complainant and the Authority. A written notification, specifying the time, place and procedures governing the hearing shall be sent to the complainant and the appropriate Authority official.

21.6.6 PROCEDURE GOVERNING THE GRIEVANCE HEARING (24 CFR 966.56)

- A. The hearing shall conducted by the Hearing Officer.

- B. The resident has the right to a fair hearing:
 - 1. The Authority shall provide the resident a reasonable opportunity to examine, at the resident's request, before an Authority grievance hearing or court trial concerning a

termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of the Authority, and which are directly relevant to the termination of tenancy or eviction. The resident shall be allowed to copy any such documents at the tenant's expense. If the Authority does not make documents available for examination upon request by the tenant, the Authority may not rely on such documentation at the grievance hearing.

2. The resident has the right to be represented by counsel or other person chosen as the resident's representative, and to have such person make statements on the resident's behalf;
 3. The resident has the right to a private hearing unless the complainant requests a public hearing;
 4. The resident has the right to present evidence and arguments in support of resident's complaint, to controvert evidence relied on by the Authority or project management, and to confront and cross-examine all witnesses upon whose testimony or information the Authority or project management relies; and
 5. The resident has a right to a decision based solely and exclusively upon the facts presented at the hearing.
- C. The Hearing Officer may render a decision without conducting a hearing if the Hearing Officer determines that a decision was made at a previously held grievance hearing.
- D. If the complainant or the Authority fails to appear at a scheduled hearing, the Hearing Officer may make a determination to postpone the hearing, for a period not to exceed five (5) working days, or may make a determination that the party failing to appear has waived the right to a hearing. Both the complainant and the Authority shall be notified of the determination by the Hearing Officer within five (5) days, provided that a determination that the complainant has waived the right to a hearing shall not constitute a waiver of any right the complainant may have to contest the Authority's disposition of the grievance in an appropriate judicial proceeding.
- E. At the hearing, the complainant must first demonstrate that he or she is entitled to the relief sought. The Authority must then show how the resident failed to act in accordance with the terms of the lease or the Authorities rules, policies or procedures and that the Authority's action is justified.
- F. The hearing shall be conducted informally by the Hearing Officer and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceeding. The Hearing Officer shall require the Authority, the complainant, counsel and other participant spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer to maintain order at the hearing may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and the granting or denial of the relief sought, as appropriate.

- G. The complainant or the Authority may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.
- H. The Authority must provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants. If the resident is visually impaired, any notice to the tenant, which is required in these procedures, must be in an accessible format.

21.6.7. DECISION OF THE HEARING OFFICER (24 CFR Sec 966.59)

- A. The Hearing Officer shall prepare a written decision, together with the reasons for the decision, within ten (10) days after the hearing. A copy of the decision must be forwarded to the resident and the Authority must keep a copy of the decision in the resident file. A copy of the decision, with all names and identifying references deleted, shall also be maintained on file by the Authority and made available for inspection by a prospective complainants, their representative or the Hearing Officer.
- B. The decision of the Hearing Officer shall be binding on the Authority which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Authority's Board of Commissioners determines within, twenty-five (25) working days and promptly notifies the complainant of its determination that:
 - 1. The grievance does not concern Authority action or failure to act regarding the lease or Authority regulations, which adversely affect the tenant's rights, duties, welfare, or status; or
 - 2. The decision of the Hearing Officer is contrary to applicable Federal, State or Local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the Authority.
- C. A decision by the Hearing Officer or Board of Commissioners in favor of the Authority or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to a trial *de novo* or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

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;
- 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 therefor. 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)

Qualified Training Program: A local self-sufficiency, job search, or work experience program, designed to prepare the applicant for the job market and has one or more of the following components: provides employment training and supportive services; is authorized by a Federal, State or local law; funded by Federal, State, or local government; operated or administered by a public agency; and has as its objective to assist participants in acquiring employment skills.

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.

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

Tenant Rent: The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, 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

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HOUSING APPLICATION

FAMILY SELF-SUFFICIENCY ACTION PLAN

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SECTION 8 ADMINISTRATIVE PLAN

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

1.0 EQUAL OPPORTUNITY

1.1 FAIR HOUSING

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

No person shall, on the 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 housing programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Housing Authority will provide Federal/State/local information to applicants for and participants in the Section 8 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 office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

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

The Housing Authority may refer the family to Community Housing Resources (CHR). CHR provides fair housing referrals and provides help with housing discrimination complaints. The Housing Authority may also report the owner to HUD (Fair Housing/Equal Opportunity) or the local Fair Housing Organization.

1.2 EQUAL EMPLOYMENT OPPORTUNITY

The Housing Authority practices affirmative action in hiring, promotions and conditions of employment. The Housing Authority's recruitment practices will apply outreach so that the composition and culture of the staff reflects the composition and culture of the community, to the extent possible. All Housing Authority job postings will display the affirmative action/equal employment opportunity logo and/or slogan prominently.

1.3 REASONABLE ACCOMMODATION

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

1.4 COMMUNICATION

Any notification requesting action by the participant will include information about requesting a reasonable accommodation. The Housing Authority's policies and practices are designed to provide assurances that all persons with disabilities will be provided reasonable accommodation so that they may fully access and utilize the housing programs and related services.

All decisions denying requests will be in writing with opportunity for an informal hearing.

1.5 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION

- A. Is the requestor a person with disabilities? For this purpose the definition of 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 an impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Housing Authority 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 will obtain documentation that the requested accommodation is needed due to the disability. The Housing Authority 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:

7. 1. Would the accommodation constitute a fundamental alteration? The Housing Authority'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 would deny a request to have the Housing Authority do grocery shopping for the person with disabilities.

8.

9. 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 may request a meeting with the individual to investigate and consider equally effective alternatives.

Generally the individual knows best what they need; however, the Housing Authority 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 retains the right to select the most efficient or economic choice.

7. The cost necessary to carry out approved requests will be borne by the Housing Authority 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.

7. If the participant requests, as a reasonable accommodation, that he or she be permitted to make physical modifications to their dwelling unit, at their own expense, the request should be made to the property owner/manager. The Housing Authority does not have responsibility for the owner's unit and

does not have responsibility to make the unit accessible.

8.

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

1.6 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS

The Housing Authority will contact local organizations, if requested by non-English speaking families or their representative, to assist in the translation of documents, letters and forms for non-English speaking families.

1.7 FAMILY OUTREACH/DECONCENTRATION

The Housing Authority will publicize the availability and nature of the Section 8 Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means, when determined necessary by Management.

To reach persons, who cannot or do not read newspapers, the Housing Authority 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 will also try to utilize public service announcements.

The Housing Authority will communicate the status of program availability to other service providers in the community and advise them of housing eligibility factors and guidelines so that they can make proper referral of their clients to the program.

In order to encourage certificate and voucher holders to lease outside areas of poverty or minority concentration and to encourage landlord participation in these areas, the Housing Authority will:

- At the enrollment interview: Provide participants with local area maps showing such areas within the Housing Authority's jurisdiction and neighboring jurisdictions
- Provide information on portability and a list of portability contacts at neighboring Housing Authority's
- Provide landlord referrals and services available in such areas

1.8 EXPANDING HOUSING OPPORTUNITIES/OWNER OUTREACH/DECONCENTRATION

The Housing Authority encourages owners of decent, safe and sanitary housing units to lease to Section 8 families. The Housing Authority maintains a list of units available for the Section 8 Program and updates this list at least monthly. When listings from owners are received, they are compiled by the Housing Authority staff by bedroom size, noted whether the unit is accessible, and placed on a landlord referral listing that is given to Certificate and Voucher holders.

The staff of the Housing Authority initiates personal contact with private property owners and managers by conducting formal and informal discussions. The Housing Authority conducts periodic meetings with prospective and participating owners to educate and improve owner relations and to seek participation by new owners. Newsletters, landlord information packets and workshops are offered to acquaint owners and managers with the opportunities available under the program and to recruit new owners outside of areas of poverty and minority concentration.

1.9 RIGHT TO PRIVACY

All adult members of both applicant and participant 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*.

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

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

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

1.10 REQUIRED POSTINGS

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

- A. The Section 8 Administrative Plan
- B. Notice of the status of the waiting list (opened or closed)
- C. Address of all Housing Authority offices, telephone numbers, TDD numbers, and hours of operation
- D. Income Limits for Admission
- E. Informal Review and Informal Hearing Procedures
- F. Fair Housing Information
- G. Equal Opportunity in Employment Poster

2.0 HOUSING AUTHORITY/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY

This Section outlines the responsibilities and obligations of the Housing Authority, the Section 8 Owners/Landlords, and the participating families.

2.1 HOUSING AUTHORITY RESPONSIBILITIES

- A. The Housing Authority will comply with the consolidated ACC, HUD regulations and other requirements, and the Housing Authority Section 8 Administrative Plan.
- B. In administering the program, the Housing Authority must:
 - 1. Publish and disseminate information about the availability and nature of housing assistance under the program;
 - 2. Explain the program to owners and families;
 - 3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;

4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;
5. Affirmatively further fair housing goals and comply with equal opportunity requirements;
6. Make efforts to help disabled persons find satisfactory housing;
7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
8. Determine who can live in the assisted unit at admission and during the family's participation in the program;
9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;
10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;
11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;
12. Determine the amount of the housing assistance payment for a family;
13. Determine the maximum rent to the owner and whether the rent is reasonable;
14. Make timely housing assistance payments to an owner in accordance with the HAP contract;
15. Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;
16. Establish and adjust Housing Authority utility allowance;
17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the Housing Authority, if the owner defaults (e.g., HQS violation);
18. Determine whether to terminate assistance to a participant family for violation of family obligations;
19. Conduct informal reviews of certain Housing Authority decisions concerning applicants for participation in the program;

20. Conduct informal hearings on certain Housing Authority decisions concerning participant families;
21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and
22. Administer an FSS program.

2.2 OWNER RESPONSIBILITY

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

2.3 OBLIGATIONS OF THE PARTICIPANT

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

- A. Supplying required information.
 1. The family must supply any information that the Housing Authority or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.
 2. The family must supply any information requested by the Housing Authority or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.
 4. Any information supplied by the family must be true and complete.
- B. The family is responsible for any HQS breach caused by the family or its guests.
- C. The family must allow the Housing Authority to inspect the unit at reasonable times and after at least 2 days notice.
- D. The family may not commit any serious or repeated violation of the lease.
- E. The family must notify the Housing Authority and the owner before the family moves out of the unit or terminates the lease by a notice to the owner.
- F. The family must promptly give the Housing Authority a copy of any owner eviction notice it receives.
- G. Use and Occupancy of the Unit
1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
 2. The Housing Authority must approve the composition of the assisted family residing in the unit. The family must inform the Housing Authority, within fourteen (14) days of the birth, adoption or court-awarded custody of a child. The family must request approval from the Housing Authority to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).
 3. The family must notify the Housing Authority, within fourteen (14) days, if any family member no longer resides in the unit.
 4. If the Housing Authority has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The Housing Authority has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when the Housing Authority consent may be given or denied.
 5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses.
 6. The family must not sublease or let the unit.
 7. The family must not assign the lease or transfer the unit.

H. Absence from the Unit

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

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. The family must request permission from the Housing Authority for absences exceeding 30 days. The Housing Authority will make a determination within 5

business days of the request. An authorized absence may not exceed 90 days. The Housing Authority has the discretion to extend an absence beyond 90 days but no longer than a maximum of 180 days for verified health/medical exceptions. Any family absent for more than 30 days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization
 2. Absences beyond the control of the family (i.e., death in the family, other family member illness)
 3. Other absences that are deemed necessary by the Housing Authority
- I. The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space).
- J. The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs.
- K. The members of the family may not engage in drug-related criminal activity or other violent criminal activity.
- L. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.
- M. Must comply with HA interim policy and certification requirements by reporting any of the following changes within 14 calendar days of change:
- a. Change in household composition resulting from birth, adoption or court-awarded custody of a child, death of any household member.
 - b. If any family member no longer resides in the unit.
 - c. Change in **source** of income, such as change of employer, or change from benefits to wages, wages to benefits, or change in benefit type.
 - d. Any increase in gross household income.
 - e. Receipt of a deferred payment in a lump sum, such as unemployment, back child support, or social security.

Note: If reporting a decrease in gross household income, please report by the 27th of the month for the decrease in rent to be effective the 1st of the following month.

3.0 ELIGIBILITY FOR ADMISSION

3.1 INTRODUCTION

- 1.
2. There are five eligibility requirements for admission to Section 8 -- qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social

Security Numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Housing Authority screening criteria in order to be admitted to the Section 8 Program.

3.

3.2 **ELIGIBILITY CRITERIA**

7.

8. 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 at the time of issuance of a voucher..

1. a. Children temporarily absent from the home due to placement in foster care are considered family members.

2.

b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.

7. 2. An **elderly family**, which is:

8.

a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;

b. Two or more persons who are at least 62 years of age living together; or

c. One or more persons who are at least 62 years of age living with one or more live-in aides

3. A **near-elderly family**, which is:

a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;

b. Two or more persons who are at least 50 years of age but below the age of 62 living together; or

c. One or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

4. A **disabled family**, which is:

a. A family whose head, spouse, or sole member is a person with disabilities;

b. Two or more persons with disabilities living together; or

c. One or more persons with disabilities living with one or more live-in aides.

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

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

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

7.

8. When there is a dispute between guardians over **custody of dependents**, the residence of the dependents shall be determined at the discretion of the Housing Authority using third party verification, such as, but not limited to: 1) Court documents; 2) School records; 3) Social Service Agency verifications; 4) Federal Income tax returns.

7. B. Income eligibility

8.

1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program shall be a low-income family that is:

- a. A very low-income family;
- b. A low-income family continuously assisted under the 1937 Housing Act;
- c. A low-income family that meets additional eligibility criteria specified by the Housing Authority;
- d. A low-income family that is a nonpurchasing tenant in a HOPE 1 or HOPE 2 project or a property subject to a resident homeownership program under 24 CFR 248.173;

7.

- e. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing.

7.

8. f. A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project.

9.

10. 2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.

11.

12. 3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.

13.

14. 4. Families who are moving into the Housing Authority's jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority, must meet the income limit for the area where they were initially assisted under the program.

15.

16. 5. Families who are moving into the Housing Authority's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for the Housing Authority program.

7. 6. Income limit restrictions do not apply to families transferring units within the Housing Authority Section 8 Program.

7. C. Citizenship/Eligible Immigrant status

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

7. Family eligibility for assistance.

8.

9. 1. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.

2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 11.5(K) for calculating rents under the noncitizen rule).

3. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

7. 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.

7. E. Signing Consent Forms

1. In order to be eligible each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.

2. The consent form must contain, at a minimum, the following:

a. A provision authorizing HUD and the Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;

b. A provision authorizing HUD or the Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;

c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and

d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

7. F. Suitability for tenancy. The Housing Authority determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. The Housing Authority will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through state or local law enforcement or court records.

8.

9. The Housing Authority will check with the State sex offender registration program and will ban

- for life any individual who is registered as a lifetime sex offender.
- 10.
 11. Applicants who have been terminated from the HHA Section 8 Program for a violation of the Family Obligations will be denied assistance for a period of one (1) year from the date the HAP Contract termination date.
 12. Additional screening is the responsibility of the owner.

4.0 MANAGING THE WAITING LIST

4.1 OPENING AND CLOSING THE WAITING LIST

Opening of the waiting list will be announced via public notice that applications for Section 8 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 that such applicants will not lose their place on other waiting lists when they apply for Section 8. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

Closing of the waiting list will be announced via public notice. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation, and also by any available minority media.

The Housing Authority may suspend the acceptance of applications if there is enough applicants to fill anticipated openings for the next twelve (12) months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws. Suspension of application taking is announced in the same way as opening the waiting list.

4.2 TAKING APPLICATIONS

Families wishing to apply for the Section 8 Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at 35 West Baltimore Street, Hagerstown, Maryland. Applications will be mailed to interested families upon request. The completed application will be date stamped and time recorded upon its return to the Housing Authority.

Applications are taken to compile a waiting list. Due to the demand for Section 8 assistance in the Housing Authority jurisdiction, the Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

Applications from single persons, other than elderly, disabled, pregnant, or persons who have been displaced by government action, are not accepted since an adequate pool of elderly, disabled and displaced singles exists to fill available program slots. The Housing Authority assigns a local preference for elderly, disabled and displaced single applicants.

The Housing Authority will verify the information in the applications relevant to the applicant's eligibility, admission, and level of benefit.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Housing Authority to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is 301-733-6911.

The application process will involve two phases. The first phase is the initial application for housing assistance. The application requires the family to provide basic information including name, address, phone number, family composition, racial or ethnic designation, income, and information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

Upon receipt of the families application, the Housing Authority will make a preliminary determination of eligibility. The Housing Authority will notify the family in writing of the date and time of placement on the waiting list and the approximate amount of time before housing assistance may be offered. If the Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and offer the family the opportunity of an informal review of this determination.

An applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The Housing Authority will annotate the applicant's file and will update their place on the waiting list.

The second phase is the final determination of eligibility. The determination takes place when the family nears the top of the waiting list. The Housing Authority will ensure that verification of all preferences, eligibility, suitability selection factors are current in order to determine the family's final eligibility for admission into the Section 8 Program.

4.3 ORGANIZATION OF THE WAITING LIST

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

- A. The application will be a permanent file;
- B. All applications will be maintained in order of preference and then in order of date and time of application;

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

4.4 FAMILIES NEARING THE TOP OF THE WAITING LIST

When a family appears to be within 3 months of being offered assistance, the family will be contacted and the verification process will begin. The first business day and the 15th day of each month (or as necessary to remain leased-up) is the cut-off for selecting applicants to be processed. It is at this point that the family's waiting list preference will be verified and criminal background checks conducted.

Notices are mailed requesting the applicant to call for a telephone interview. Following the telephone interview, within one to three weeks depending on need, a group and/or personal interview is conducted and the Voucher is issued. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. If the family refuses a request to attend an enrollment interview, but wishes to remain on the wait list, their date of application changes to the date they request to remain on the list.

4.5 MISSED APPOINTMENTS

If the family 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. All applicants who fail to keep two scheduled appointments will be sent a notice of denial with the opportunity for an informal review.

4.6 UPDATE OF THE WAITING LIST

The Housing Authority will update and purge its waiting list on a monthly basis, depending on availability of staff time, to ensure that the pool of applicants reasonably represents interested families. Purging also enables the Housing Authority to update the information regarding address, family composition, income category and preferences.

Notice will be mailed to applicants informing applicants that in order to remain on the list, they must return the Update Form in person or by a specific date. The notice also informs the applicant that they have the right to an informal review within ten (10) days following the specific date that their name was removed from the list, should they fail to notify the Housing Authority of their intention to remain on the waiting list.

4.7 REMOVAL OF APPLICANTS FROM THE WAITING LIST

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

- A. The applicant requests that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments;
- C. The applicant does not meet either the eligibility or screening criteria for the program; or
- D. The applicant reaches the top of the waiting list and declines two (2) offers of assistance.

4.8 GROUNDS FOR DENIAL

The Housing Authority 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. Fail to respond to a written request for information or a request to declare their continued interest in the program;
- D. Fail to complete any aspect of the application or lease-up process;
- E. Have a history or a pattern of criminal activity or drug related criminal activity by any family member, without regard to whether the crime is technically classed a felony.

Illegal Use or Possession (24CFR 982.553)

If the Housing Authority seeks to deny or terminate assistance because of illegal use or possession for personal use, of a controlled substance, such use or possession must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. The Housing Authority may not deny or terminate assistance for such use or possession by a family member, if the family member can demonstrate that he or she: 1) has an addiction to a controlled substance, has a record of such an impairment; and 2) is recovering or has recovered from such addiction and does not currently use or possess controlled substances. The Housing Authority may require a family member who has engaged in the illegal use of drugs to submit evidence of participation in or successful completion of a treatment program as a condition of participation.

- F. Currently owes rent or other amounts to any housing authority in connection with the public housing or Section 8 Programs.

- G. 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;
- H. Have a family member who was evicted from federally assisted housing because of drug-related criminal activity.
- I. Have been evicted from Public Housing during the previous 12-month period commencing on the vacate date or are currently on a notice of Lease Termination for violation of the Public Housing Dwelling Lease.
- J. Have a family member who is illegally using a controlled substance or has a pattern of 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 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. The person has successfully completed a supervised drug or alcohol rehabilitation program;
 - 3. The person has otherwise been rehabilitated successfully; or
 - 4. The person is participating in a supervised drug or alcohol rehabilitation program.
- K. Have engaged in or threatened abusive or violent behavior towards any Housing staff;
- L. **Denied for Life:** Have a family member who has been convicted of manufacturing or producing methamphetamine (speed).
- M. **Denied for Life: Have** a family member with a lifetime registration under a State sex offender registration program.

4.9 NOTIFICATION OF NEGATIVE ACTIONS

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

7.

4.10 INFORMAL REVIEW

If the Housing Authority determines that an applicant does not meet the criteria for receiving Section 8 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 review of the decision within 10 business days of the denial. The Housing Authority will describe how to obtain the informal review. The informal review process is described in Section 17.2 of this Plan.

5.0 SELECTING FAMILIES FROM THE WAITING LIST

1.

5.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS

1.

2. The Housing Authority may admit an applicant for participation in the program either as a special admission or as a waiting list admission.
- 3.
4. If HUD awards funding or the Housing Authority decides to set aside slots that are targeted for families with specific characteristics or families living in specific units, the Housing Authority will use the assistance for those families. It is the policy of the Housing Authority to reallocate any funding for a special purpose to the same population.
- 5.

5.1.1 Homeless Slots

Thirty (30) Section 8 slots shall be set aside for homeless applicants. Verification of homeless status shall be made by third-party verification form completed by local homeless shelter or facility. Homeless applicants shall be placed on the Section 8 Waiting List. If homeless families do not exist at the time of availability, the slot will be offered to the next applicant on the Section 8 Waiting List.

5.1.2 Persons Diagnosed with Terminal Illness

Twenty (20) Section 8 slots shall be set aside for persons diagnosed with a terminal illness. As necessary, written notice of the availability of this set-aside shall be made to the following organizations: The Aids Coalition of Washington County, Md., Inc., Hospice of Washington County, Inc., the Adult Services Department of the Washington County Department of Social Services, the Washington County Health Department, and the Washington County Hospital Association. A public announcement of the availability of the slots shall also be published in The Herald Mail Newspaper.

Persons shall be identified and condition verified through one of the aforementioned organizations and/or from the applicant's private physician.

5.2 **PREFERENCES**

Local preferences are established by the Housing Authority to select applicants from the Wait List. Points are assigned to each preference, totaled, and those applicants with the highest points are selected for participation in the Section 8 programs. If points are equal, applicants are selected in chronological order. Points are as follows:

25 POINTS: *REASONABLE ACCOMMODATION:* Residents who reside in a Public Housing dwelling or Section 8 participants may request to transfer as a reasonable accommodation to a different Authority program shall receive priority..

20 POINTS: *RESIDENCY PREFERENCE:* Applicants who reside in the Hagerstown Primary Metropolitan Statistical Area (PMSA) or applicants who work, or have been hired to work, in the PMSA.

5 POINTS: *ELDERLY/DISABLED HEAD OR COHEAD OR SINGLE DISPLACED:* Any head or co-head who is elderly, age 62 or older, or a person with disabilities as defined in HUD regulations and Housing Authority definitions; and/or any single person displaced by disaster or government action as defined in HUD regulations and Housing Authority definitions.

5 POINTS: *JOB TRAINING:* Any head, co-head or adult family member who is actively enrolled in a qualified training program, or in a full time (12 credit hours) accredited college program.

Qualified Training Program A local self-sufficiency, job training, job search, or work experience program, designed to prepare the applicant for the job market and has one or more of the following components: provides employment training and supportive services; is authorized by a Federal, State or local law; funded by Federal, State, or local government; operated or administered by a public agency; and has as its objective to assist participants in acquiring employment skills.

5.3 **SELECTION FROM THE WAITING LIST**

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

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

To meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income, the Housing Authority retains the right to skip higher income families on the waiting to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

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.

6.0 **ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)**

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

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.

In determining bedroom size, the Housing Authority 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 temporarily in foster-care.

Bedroom size will also be determined using the following guidelines:

- A. Children of the same sex will share a bedroom.
- B. Adults and children will not be required to share a bedroom.
- C. Foster children will be included in determining the unit size.

- D. Single-person families shall be allocated one bedroom.
- E. Pregnant women with no other children are allocated a two bedroom.
- F. Persons of different generations and persons of the opposite sex, other than spouses and consenting adults in a spousal relationship, will be allocated a separate bedroom.
- F. Live-in aides will get a separate bedroom. No additional bedrooms are provided for the attendant's family.

The Housing Authority will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and documents a medical reason why the larger size is necessary.

The family unit size will be determined by the Housing Authority in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family unit size will determine the maximum subsidy.

6.1 BRIEFING

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

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

Applicants are required to bring current verifications (not more than 60 days old) to support the information provided on their housing application. Information provided by the applicant will be verified by the Housing Authority using third party verification, where applicable, including information on family composition, income, assets, allowances, deductions, preferences, full-time student status, and any other factors relating to eligibility. When third party verification is not available, the Housing Authority may accept a written statement from the applicant; however, third-party verification will be obtained as soon as available.

In addition to HUD required certification information, applicants and participants must supply the following:

- 1) A copy of the most recent year's Federal income tax return with W-2's attached. Applicants/participants who did not file may certify they did not file by signing the *Certification of Non-Filing of Income Tax*.
- 2) Birth Certificate or other appropriate identification.
- 3) Information necessary to obtain school attendance verification for minors.

Participants are required to sign the *Housing Authority Policy for Obligations of Family and Grounds for Termination of Section 8 Participation*. These requirements apply at the initial certification and at each subsequent recertification.

The briefing will cover at least the following subjects:

- A. A description of how the program works;

- B. Family and owner responsibilities;
- C. Where the family may rent a unit, including inside and outside the Housing Authority's jurisdiction;
- D. Types of eligible housing;
- E. For families qualified to lease a unit outside the Housing Authority's jurisdiction under portability, an explanation of how portability works;
- F. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and
- G. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income.

6.2 PACKET

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

- A. The term of the voucher and the Housing Authority's policy on extensions and suspensions of the term;
- B. How the Housing Authority determines the housing assistance payment and total tenant payment for the family;
- C. Information on the payment standard, exception payment standard rent areas (if applicable), and the utility allowance schedule;
- D. How the Housing Authority determines the maximum rent for an assisted unit;
- E. Where the family may lease a unit. For families qualified to lease outside the Housing Authority's jurisdiction, the packet includes an explanation of how portability works;
- F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease;
- G. The request for approval of the tenancy form and an explanation of how to request Housing Authority approval of a unit;
- H. The Housing Authority provides prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses;
- I. The HUD brochure on how to select a unit ("A Good Place to Live");
- J. The HUD-required lead-based paint brochure;
- K. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;
- L. A list of landlords or other parties known to the Housing Authority who may be willing to lease a unit to the family or help the family find a unit;
- M. A current list of accessible units known to the Housing Authority that may be available;
- N. The family's obligations under the program;
- O. The grounds upon which the Housing Authority may terminate assistance because of the family's action or inaction;

- P. Housing Authority informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing; and
- Q. The Housing Authority owner information packet. This packet can be given by the applicant to a prospective owner to help explain the program.

6.3 ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY

Beginning October 1, 1999, the Housing Authority will issue only vouchers. Treatment of previously issued certificates and vouchers will be dealt with as outlined in Section 22.0 Transition to the New Housing Choice Voucher Program.

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, the Housing Authority will issue the voucher. At this point the family begins their search for a unit.

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a proposed lease, the HUD required tenancy addendum and the request for approval of the tenancy form. The family will submit the proposed lease and the request form to the Housing Authority during the term of the voucher. The Housing Authority will review the request, the lease, and the HUD required tenancy addendum and make an initial determination of approval of tenancy. The Housing Authority may assist the family in negotiating changes that may be required for the tenancy to be approvable. Once it appears the tenancy may be approvable, the Housing Authority will schedule an appointment to inspect the unit within 15 days after the receipt of inspection request from the family and owner. The 15 day period is suspended during any period the unit is unavailable for inspection. The Housing Authority will promptly notify the owner and the family whether the unit and tenancy are approvable.

1. During the initial stage of qualifying the unit, the Housing Authority will provide the prospective owner with information regarding the program. Information will include Housing Authority and owner responsibilities for screening and other essential program elements. The Housing Authority will provide the owner with the family's current and prior address as shown in the Housing Authority records along with the name and address (if known) of the landlords for those addresses. Additional screening is the responsibility of the owner.
- 2.

6.3.1 Separate Agreements

Owners and tenants may execute separate agreements for services, appliances (other than for range and refrigerator) and other items not normally provided under the lease if the agreement is in writing and a copy is provided to the Housing Authority.

Any appliance, service or other items which are routinely provided to nonsubsidized tenants (such as air conditioning, dishwasher or garage) or if permanently installed in the unit may not be put under separate agreement, and must be included in the lease.

For there to be a separate agreement, the tenant must have the option of not utilizing the service, appliance or other item. Housing Authority is not liable for items covered by separate agreements under special claims, and nonpayment of these agreements cannot be cause for eviction.

6.4 TERM OF THE VOUCHER

The initial term of the voucher will be 120 days and will be stated on the Housing Choice Voucher.

If the Housing Authority determines that additional search time would be a reasonable accommodation, the Housing Authority will request HUD to approve an additional extension.

When a Request for Lease is received, the Housing Authority will not suspend the term of a family's voucher.

6.5 APPROVAL TO LEASE A UNIT

The Housing Authority will approve the leasing of a unit if all of the following conditions are met:

- A. The unit is eligible;
- B. The unit is inspected by the Housing Authority and passes HQS;
- C. The owner-provided lease includes the tenancy addendum;
- D. The rent to owner is reasonable;
- E. The family's share of rent does not exceed 40% of their monthly adjusted income;
- F. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Housing Authority; and
- G. The family continues to meet all eligibility and screening criteria.

If tenancy approval is denied, the Housing Authority will advise the owner and the family in writing and advise them also of any actions they could take that would enable the Housing Authority to approve the tenancy.

The lease term may begin only after all of the following conditions are met:

- A. The unit passes the Housing Authority HQS inspection;
- B. The family's share of rent does not exceed 40% of their monthly adjusted income;
- C. The landlord and tenant sign the lease to include the HUD required addendum; and
- D. The Housing Authority approves the leasing of the unit.

The Housing Authority will prepare the contract when the unit is approved for tenancy. Generally, the landlord, simultaneously with the signing of the lease and the HUD required tenancy addendum, will execute the contract. Upon receipt of the executed lease and the signed contract by the landlord, the Housing Authority will execute the contract. The Housing Authority will not pay any housing assistance to the owner until the contract is executed.

In no case will the contract be executed later than 60 days after the beginning of the lease term.

Any contract executed after the 60-day period will be void and the Housing Authority will not pay housing assistance to the owner.

6.6 HOUSING AUTHORITY DISAPPROVAL OF OWNER

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

- A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;
- B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- C. The owner has engaged in drug-related criminal activity or any violent criminal activity;

- D. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;
- E. The owner has a history or practice of renting units that fail to meet State or local codes; or
- F. The owner has not paid State or local real estate taxes, fines, or assessments.
- G. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:
 - 1. premises by tenants, Housing Authority employees or owner employees; or
 - 2. residences by neighbors;
- H. If the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family unless the Housing Authority determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.
- I. Other conflicts of interest under Federal, State, or local law.

6.7 OWNER RESTRICTIONS AND PENALTIES (24CFR 982.302 (a)(8), 982.453)

If an owner commits fraud or abuse or is guilty of frequent or serious contract violations, the Housing Authority will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. The Housing Authority may also terminate some or all contracts with the owner.

Before imposing any penalty against an owner, the Housing Authority will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations and will notify the owner in writing of such factors.

Overpayments

If the landlord has been overpaid as a result of fraud, misrepresentation or violation of the contract, the Housing Authority may terminate the contract and arrange for restitution to the Housing Authority and/or family, as appropriate.

The Housing Authority will make every effort to recover any overpayments made as a result of landlord fraud or abuse. Payments otherwise due to the owner may be debited in order to repay the Housing Authority or the tenant, as applicable.

6.8 INELIGIBLE/ELIGIBLE HOUSING

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

- A. A public housing or Indian housing unit;
- B. A unit receiving project-based assistance under a Section 8 Program;
- C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
- D. College or other school dormitories;
- E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;

- F. A unit occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space; and
- G. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

The Housing Authority will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:

- A. Congregate housing
- B. Group homes
- C. Shared housing
- D. Cooperative housing
- E. Single room occupancy housing

The Housing Authority will approve leases for the following housing types:

- A. Single family dwellings
- B. Apartments
- C. Manufactured housing
- D. Manufactured home space rentals
- E. House boats

6.9 SECURITY DEPOSIT

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

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

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

7.0 MOVES WITH CONTINUED ASSISTANCE

Participating families are allowed to move to another unit after the initial 12 months has expired, if the landlord and the participant have mutually agreed to terminate the lease, or if the Housing Authority has terminated the HAP contract. The Housing Authority will issue the family a new voucher if the family does not owe the Housing Authority or any other Housing Authority money, has not violated a Family Obligation, has not moved or been issued a certificate or voucher within the last 12 months, and if the Housing Authority has sufficient funding for

continued assistance. If the move is necessitated for a reason other than family choice, the 12-month requirement will be waived.

The Director of Housing may make exceptions to these restrictions if there is an emergency reason for the move over which the participant has no control.

7.1 WHEN A FAMILY MAY MOVE

For families already participating in the Certificate and Voucher Program, the Housing Authority will allow the family to move to a new unit if:

- A. The assisted lease for the old unit has terminated;
- B. The owner has given the tenant a notice to vacate, or other process allowing the owner to evict the tenant (unless assistance to the family will be terminated); or
- C. The tenant has given proper notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner) and rent is paid up-to-date.

7.2 PROCEDURES REGARDING FAMILY MOVES

Families considering transferring to a new unit will be scheduled to attend a mover's briefing. All families who are moving, including any families moving into or out of the Housing Authority's jurisdiction, will be required to attend a mover's briefing prior to the Housing Authority entering a new HAP contract on their behalf.

The annual recertification date will be changed to coincide with the new lease-up date.

This briefing is intended to provide the following:

- A. A refresher on program requirements and the family's responsibilities. Emphasis will be on giving proper notice and meeting all lease requirements such as leaving the unit in good condition;
- B. Information about finding suitable housing and the advantages of moving to an area that does not have a high concentration of poor families;
- C. Payment standards, exception payment standard rent areas, and the utility allowance schedule;
- D. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income;
- E. Portability requirements and opportunities;
- F. An explanation and copies of the forms required to initiate and complete the move; and
- G. All forms and brochures provided to applicants at the initial briefing.

Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without the owner's and the Housing Authority's approval the family will not be eligible for continued assistance.

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

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

7.3 OVERLAPPING ASSISTANCE

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move except that there will be no overlapping assistance.

In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy, unless proper notice was given to end a lease mid-month. Assistance will start on the new unit on the effective date of the lease and contract. Assistance payments may overlap only for the month in which the family moves.

7.4 TRANSFERS BETWEEN SECTION 8 AND PUBLIC HOUSING

Families shall request in writing to be transferred between programs. The request shall be made to the Director of Housing. A letter from the primary physician stating the need to transfer due to health reasons or to accommodate a disability shall also be attached.

Upon approval of the request, and acceptance into the other program, a local preference shall be assigned as described under Local Preferences.

For Section 8 participants, a thirty-day notice from the first day of a month shall be given to the Section 8 landlord, with a copy to the Housing Authority. If the tenant is under the first year of the Section 8 lease, a letter of mutual termination signed by both the tenant and the landlord shall also be attached, stating that no claim for vacancy loss shall be filed with the Section 8 Program.

The Section 8 participant acknowledges that they may only receive a two-week notice of the availability of the public housing unit. The tenant is responsible for giving a proper thirty-day notice or mutual termination to the Housing Authority and the Landlord. The tenant will be responsible for paying their portion of rent for the final month in the Section 8 unit, and the housing assistance payment for the final month shall be issued through the adjustment process, in order that public housing may move the tenant in under CCS.

7.5 TRANSFERS

When a change in family composition requires the issuance of another size voucher and funds are not available, the family will be placed on a Transfer List. Families will be selected from the Transfer List before families are selected from the applicant waiting list. This assures that families who are already on the program are in the appropriate sized units. Priority is given to the most under-housed family residing in the under-housed situation the longest.

8.0 PORTABILITY

8.1 GENERAL POLICIES OF THE HOUSING AUTHORITY

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

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

Families participating in the Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances will the Housing Authority allow a participant to improperly break a lease. Families will not be permitted to exercise portability during the initial 12-month period after admission to the program if the family is in violation of a family obligation; or the family owes money to the Housing Authority. Under extraordinary circumstances the Housing Authority may consider allowing more than one move in a 12-month period.

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

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

8.2 INCOME ELIGIBILITY

- A. A family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program.
- B. If a portable family is already a participant in the Initial Housing Authority's Voucher Program, income eligibility is not re-determined.

8.3 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY

- A. When a family utilizes portability to move to an area outside the Initial Housing Authority jurisdiction, another Housing Authority (the Receiving Housing Authority) must administer assistance for the family if that Housing Authority has a tenant-based program covering the area where the unit is located.
- B. A Housing Authority with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such housing authority, the Initial Housing Authority may choose which housing authority shall become the Receiving Housing Authority.

8.4 PORTABILITY PROCEDURES

- A. When the Housing Authority is the Initial Housing Authority:
 - 1. The Housing Authority will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.
 - 2. The Housing Authority will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).
 - 3. The Housing Authority will advise the family how to contact and request assistance from the Receiving Housing Authority.
 - 4. The Housing Authority will, within ten (10) days, notify the Receiving Housing Authority to expect the family.
 - 5. The Housing Authority will immediately mail to the Receiving Housing Authority the most recent HUD Form 50058 (Family Report) for the family, and related verification information.
- B. When the Housing Authority is the Receiving Housing Authority:
 - 1. When the portable family requests assistance from the Housing Authority, the Housing Authority will inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the portable family, or absorb the family into its own program. When the Housing Authority receives a portable family, the family will be absorbed if funds are available and a voucher will be issued.

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

C. Absorption by the Housing Authority

1. If funding is available under the consolidated ACC for the Housing Authority's Voucher Program when the portable family is received, the Housing Authority will absorb the family into its Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for the Housing Authority's Tenant-Based Program.

D. Portability Billing

1. To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees. The billing procedure will be as follows:
 - a. As the Initial Housing Authority, the Housing Authority will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program.
 - b. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for 80% of the Initial Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority.

E. When a Portable Family Moves

When a portable family moves out of the tenant-based program of a Receiving Housing Authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the Receiving Housing Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family.

9.0 DETERMINATION OF FAMILY INCOME

9.1 INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME

- 1.
2. To determine annual income, the Housing Authority 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 subtracts out all allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

9.2 INCOME

1. A. Annual income means all amounts, monetary or not, that:
 1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
 2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
 3. Are not specifically excluded from annual income.
1. B. Annual income includes, but is not limited to:
 7. 1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
 - 8.
 9. 2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
 - 10.
 11. 3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
 - 12.
 13. 4. 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.)

- 14.
15. 5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- 16.
17. 6. Welfare assistance.
 - a. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
 - i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - ii. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
 - b. 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. The Housing Authority will obtain written verification from the local welfare agency.
 - c. 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.
7. 7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- 8.
9. 8. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

10.

9.3 EXCLUSIONS FROM INCOME

1.

2.

Annual income does not include the following:

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

- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
 - 1. Amounts received under training programs funded by HUD;
 - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
 - 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;
 - 5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
 - 6. Temporary, nonrecurring, or sporadic income (including gifts);
 - 7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
 - 8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
 - 9. Adoption assistance payments in excess of \$480 per adopted child;
 - 10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
 - 11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
 - 7. 12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
 - 7. 13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

8.

9.

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

9.4 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
- 7.
- 8. 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.
- 9.
- 10. D. For any elderly or disabled family:
- 11.
- 12. 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;
 - 13.
 - 14. 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;

- 15.
16. 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.
- 17.
18. E. Child care expenses.

10.0 VERIFICATION

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

10.1 ACCEPTABLE METHODS OF VERIFICATION

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

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

When third party verification cannot be obtained, the Housing Authority will accept documentation received from the applicant/participant. Hand-carried documentation will be accepted if the Housing Authority has been unable to obtain third party verification. 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 will accept a statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

10.2 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 will send a request form to the source along with a release form signed by the applicant/participant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
		registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Written verification from a medical professional, documentation of Social Security disability or SSI payment(s) or letter from Veterans Administration (VA) of receipt of 100% VA disability benefits	Proof of SSI, Social Security or Veteran disability payment.
Student status	Letter from school	For high school/College 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, etc.	Bills and records of payment
Medical expenses	Letters from providers, Prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	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
Income		
Earned income	Letter from employer	Six pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating - whether enrolled - whether training is HUD-funded - whether State or local program - whether it is employment training - whether payments are for out-of-pocket expenses incurred in order to participate in a program	N/A

10.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

7. The citizenship/ eligible noncitizen status of each family member regardless of age must be determined.
7. 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 birth certificate, military ID or military DD 214 Form.)
7. 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.
7. 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 will make a copy of the individual's INS documentation and place the copy in the file. The Housing Authority also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Housing Authority will mail information to the INS so a manual check can be made of INS records.
7. Family members who do not claim to be citizens, nationals or eligible noncitizens, or whose status cannot be confirmed, must be listed on a statement of non-eligible members and the list must be signed by the head of the household.
7. Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Program.
7. Any family member who does not choose to declare their status must be listed on the statement of non-

eligible members.

- 8.
9. If no family member is determined to be eligible under this Section, the family's admission will be denied.
7. 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.
7. If the Housing Authority 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 Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination. (24CFR 5.514 (c)(iii))

10.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

7. Prior to admission, each family member who has a Social Security Number and who is at least six years of age must provide verification of his or her Social Security Number. New family members at least six 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.
7. The best verification of the Social Security Number is the original Social Security card. If the card is not available, the Housing Authority will accept letters from Social Security that establish and state the number. Documentation from other governmental agencies will also be accepted that establish and state the number. Driver's license, military ID, passports, or other official documents that establish and state the number are also acceptable.
7. 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 will not require any individual who does not have a Social Security Number to obtain a Social Security Number.
7. If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided.
- 8.
9. If a member of a tenant family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall up to 60 days to provide the verification. If the individual is at least 62 years of age, they will be given 120 days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

10.5 TIMING OF VERIFICATION

Verification must be dated within 90 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 only those elements reported to have changed.

10.6 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 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 six, their verification will be obtained at the next regular reexamination.

11.0 RENT AND HOUSING ASSISTANCE PAYMENT

11.1 GENERAL

After October 1, 1999, the Housing Authority will issue only vouchers to applicants, movers, and families entering the jurisdiction through portability. Certificates currently held will continue to be honored until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete (see Section 21.0 for additional guidance).

11.2 RENT REASONABLENESS

The Housing Authority will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

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

11.3 COMPARABILITY

In making a rent reasonableness determination, the Housing Authority will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The Housing Authority will consider the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units. The Housing Authority will maintain current survey information on rental units in the jurisdiction.

Owners are invited to submit information to the survey at any time. The owner must certify the rents charged for other units. By accepting the housing assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

11.3.1 Methodology of Rent Reasonableness Determination

An annual survey is conducted to collect statistics on unsubsidized units in the Housing Authority's jurisdiction. The location, size, type, quality, age and amenities of the unit is compiled in determining comparability. This

information is organized by unit type and bedroom size in a manual notebook. The Section 8 unit is compared to a unit type of similarity found in this book.

11.4 MAXIMUM SUBSIDY

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

For a regular tenancy under the Certificate Program, the FMR/exception rent limit is the maximum initial gross rent under the assisted lease. This only applies until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete.

For the Voucher Program, the maximum payment standard will be set at 110% of the Fair Market Rents (FMRs) currently in effect, or any exception payment standard approved by HUD (if applicable).

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

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

11.4.1 Setting the Payment Standard

HUD requires that the payment standard be set by the Housing Authority at between 90 and 110% of the FMR. The Housing Authority will review its determination of the payment standard annually after publication of the FMRs. The Housing Authority may consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

The Housing Authority may establish a higher payment standard (although still within 110% of the published fair market rent) as a reasonable accommodation for a family that includes people with disabilities.

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

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

Payment Standards will be set at 110% of the Fair Market Rents (FMRs) currently in effect. For processing purposes the Payment Standards become effective on the first of the month three months following the increase in the FMRs (ie. FMR increases October 1st, Payment Standards increase January 1st).

11.4.2 Selecting the Correct Payment Standard for a Family

- A. For the voucher tenancy, the payment standard for a family is the lower of:
 - 1. The payment standard for the family unit size; or
 - 2. The payment standard for the unit size rented by the family.
- B. If the unit rented by a family is located in an exception rent area, the Housing Authority will use the appropriate payment standard for the exception rent area.

- C. During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:
 - 1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or
 - 2. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
- D. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.
- E. If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual reexamination.

11.4.3 Area Exception Rents

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

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

11.5 ASSISTANCE AND RENT FORMULAS

A. Total Tenant Payment

The total tenant payment is equal to the highest of:

- 1. 10% of monthly income
- 2. 30% of adjusted monthly income
- 3. Minimum rent
- 4. The welfare rent

Plus any rent above the payment standard.

B. Minimum Rent.

The Housing Authority has set the minimum rent as \$0. However, if the family requests a hardship exemption, the Housing Authority will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

- 1. A hardship exists in the following circumstances:
 - a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program;

- b. When the family would be evicted as a result of the imposition of the minimum rent requirement;
 - c. When the income of the family has decreased because of changed circumstances, including loss of employment;
 - d. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
 - e. When a death has occurred in the family.
2. 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 to the Housing Authority for the time of suspension.
 3. Temporary hardship. If the Housing Authority 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 reasonable repayment agreement for any minimum rent back payment paid by the Housing Authority on the family's behalf during the period of suspension.
 4. 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.
 5. Appeals. The family may use the informal hearing procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

C. Section 8 Merged Vouchers

1. The payment standard is set by the Housing Authority between 90% and 110% of the FMR or higher or lower with HUD approval.
2. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.
3. No participant when initially receiving tenant-based assistance on a unit shall pay more than 40% of their monthly-adjusted income.

D. Section 8 Preservation Vouchers

1. Payment Standard
 - a. The payment standard is the lower of:
 - i. The payment standard amount for the appropriate family unit size; or
 - ii. The payment standard amount for the size of the dwelling unit actually rented by the family.
 - b. If the dwelling unit is located in an exception area, the Housing Authority will use the appropriate payment standard for the exception area.
 - c. During the HAP contract term, the payment standard for the family is the higher of :

- i. The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraph (1)(a) or (1)(b) of this section, minus any amount by which the initial rent to the owner exceeds the current rent to the owner; or
- ii. The payment standard as determined in accordance with paragraph (1)(a) or (1)(b) of this section, as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
- d. At the next regular reexamination following a change in family composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:
 - i. Paragraph (c)(i) of this section does not apply; and
 - ii. The new family unit size must be used to determine the payment standard.
- 2. The Housing Authority will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:
 - a. The payment standard minus the total tenant payment; or
 - b. The gross rent minus the total tenant payment.

E. Manufactured Home Space Rental: Section 8 Vouchers

- 1. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.
- 2. The space rent is the sum of the following as determined by the Housing Authority:
 - a. Rent to the owner for the manufactured home space;
 - b. Owner maintenance and management charges for the space;
 - and
 - c. Utility allowance for tenant paid utilities.
- 3. The participant pays the rent to owner less the HAP.
- 4. HAP equals the lesser of:
 - a. The payment standard minus the total tenant payment; or
 - b. The rent paid for rental of the real property on which the manufactured home owned by the family is located.

F. Rent for Families under the Noncitizen Rule

7.

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

1. The family was receiving assistance on June 19, 1995;
2. The family was granted continuation of assistance before November 29, 1996;
3. The family's head or spouse has eligible immigration status; and
4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

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

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

11.6 RENT INCREASES ABOVE ANNUAL ADJUSTMENT FACTOR (AAF)

To increase rent beyond the AAF, a new contract and lease must be executed, and the unit must meet rent reasonableness.

1. Owner must provide tenant with a written sixty (60) day notice of the offer of a new lease at the increased rate. Copy of the lease must be sent to the Housing Authority.
2. HA must complete rent reasonableness certification.
3. A recertification must be completed to ensure the twelve (12) month requirement is met for reexamining family income. Family must sign a new certificate. An inspection must be performed to ensure the twelve (12) month requirement is met for conducting inspections within a twelve (12) month period. The recent month must be changed on CCS unit and tenant screens; also, rolodex, file tab, etc.
4. Tenant and Owner must sign request for lease approval and new lease.

A new enrollment interview must be completed to ensure that the recert is conducted every twelve (12) months, and recert month must be changed on unit and tenant screen, rolodex, file tab, etc.

11.7 UTILITY ALLOWANCE

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

7.

The Housing Authority reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. Consumption data provided by HUD is multiplied times local rates to determine if a material difference exists. The Housing Authority maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. A copy of revised utility rates is submitted to HUD.

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

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

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

7.

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

11.8 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT

The Housing Authority pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made when due, the owner may charge the Housing Authority a late payment, agreed to in the Contract. The Housing Assistance Payment by the Housing Authority is deemed received by the Owner upon mailing by the Housing Authority.

11.9 CHANGE OF OWNERSHIP

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

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

- A. Deed of Trust, Settlement Statement, or other legal document showing the transfer of title; and
- B. Tax Identification Number or Social Security Number.

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

12.0 INSPECTION POLICIES & HOUSING QUALITY STANDARDS (HQS)

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

The Housing Authority must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family can not be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable the Housing Authority to enter the unit and have access to heating, electrical and plumbing facilities in order to complete the inspection.

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

12.1 TYPES OF INSPECTIONS

There are seven types of inspections the Housing Authority will perform:

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

12.2 OWNER AND FAMILY RESPONSIBILITY

- A. Owner Responsibility for HQS
 - 1. The owner must maintain the unit in accordance with HQS.
 - 2. If the owner fails to maintain the dwelling unit in accordance with HQS, the Housing Authority will take prompt and vigorous action to enforce the owner obligations. The Housing Authority's remedies for such breach of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.
 - 3. The Housing Authority will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period

specified by the Housing Authority and the Housing Authority verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than 30 calendar days (or any Housing Authority approved extension).

4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, the Housing Authority may terminate assistance to a family because of the HQS breach caused by the family.

B. Family Responsibility for HQS

1. The family is responsible for a breach of the HQS that is caused by any of the following:
 - a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;
 - b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
 - c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).
2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any Housing Authority approved extension).
3. If the family has caused a breach of the HQS, the Housing Authority will take prompt and vigorous action to enforce the family obligations. The Housing Authority may terminate assistance for the family in accordance with 24 CFR 982.552.

12.3 HOUSING QUALITY STANDARDS (HQS) 24 CFR 982.401

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

A. Sanitary Facilities

1. Performance Requirements

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

2. Acceptability Criteria

- a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.
- b. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.

- c. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.
- d. Bathrooms, including ½ baths, must have an openable window or working exhaust system vented to the outside, attic or crawl space.
- e. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

B. Food Preparation and Refuse Disposal

1. Performance Requirements

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

2. Acceptability Criteria

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

C. Space and security

1. Performance Requirement

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

2. Acceptability Criteria

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

D. Thermal Environment

1. Performance Requirement

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

I. 2. Acceptability Criteria

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

E. Illumination and Electricity

1. Performance Requirement

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

I. 2. Acceptability Criteria

- a. There must be at least one window in the living room and in each sleeping room.
- b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition.
- c. Every habitable space, except the bathroom, must have at least two separate and remote electrical outlets in proper operating condition.

F. Structure and Materials

1. Performance Requirement

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

2. Acceptability Criteria

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

G. Interior Air Quality

1. Performance Requirement

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

I. 2. Acceptability Criteria

- a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
- b. There must be adequate air circulation in the dwelling unit.
- c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation.
- d. Any room used for sleeping must have at least one window. If the window is designed to be opened, the window must work.

H. Water Supply

1. Performance Requirements

The water supply must be free from contamination.

2. Acceptability Criteria

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

I. Lead-based Paint

1. Definitions

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

2. Performance Requirements

- a. The purpose of this paragraph of this Section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards of lead-based paint poisoning for units assisted under this part. This paragraph is issued under 24 CFR 35.24(b)(4) and supersedes, for all housing to which it applies, the requirements of subpart C of 24 CFR part 35.
- b. The requirements of this paragraph of this Section do not apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under part 982.
- c. If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part), must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with paragraph k of this Section.
- d. The Housing Authority may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-

based paint, as defined in paragraph 1(f) of this Section. For purposes of this Section, a qualified lead-based paint inspector is a State or local health or housing agency, a lead-based paint inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.

- e. Treatment of defective paint surfaces required under this Section must be completed within 30 calendar days of Housing Authority notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces within the 30-day period, treatment as required by paragraph k of this Section may be delayed for a reasonable time.
- f. The requirements in this paragraph apply to:
 - i. All painted interior surfaces within the unit (including ceilings but excluding furniture);
 - ii. The entrance and hallway providing access to a unit in a multi-unit building; and
 - iii. Exterior surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).
- g. In addition to the requirements of paragraph c of this Section, for a dwelling unit constructed before 1978 that is occupied by a family with a child under the age of six years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.
- h. Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph k of this Section is required, and treatment shall be completed within the time limits in paragraph c of this Section.
- i. The requirements in paragraph g of this Section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age:
 - i. Within the unit;
 - ii. The entrance and hallway providing access to a unit in a multi-unit building; and
 - iii. Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).
- j. In lieu of the procedures set forth in paragraph g of this Section, the housing authority may, at its discretion, waive the testing requirement and require the

owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in paragraph k of this Section.

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

- m. Prior to execution of the HAP contract, the owner must inform the Housing Authority and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.
- n. The Housing Authority must attempt to obtain annually from local health agencies the names and addresses of children with identified EBLs and must annually match this information with the names and addresses of participants under this part. If a match occurs, the Housing Authority must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, the Housing Authority must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this Section, the family must be issued a certificate or voucher to move.
- o. The Housing Authority must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, the Housing Authority must keep the test results indefinitely and, if applicable, the owner certification and treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces were tested or tested and treated in accordance with the standards prescribed in this Section, such chewable surfaces do not have to be tested or treated at any subsequent time.
- p. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

J. Access

1. Performance Requirements

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

Exit requirements must meet local or State requirements and be considered adequate by the appropriate local officials.

K. Site and Neighborhood

1. Performance Requirements

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

2. Acceptability Criteria

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

L. Sanitary Condition

1. Performance Requirements

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

2. Acceptability Criteria

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

M. Smoke Detectors

1. Performance Requirements

a. Except as provided in paragraph b below of this Section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

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

12.4 EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA

The Housing Authority will utilize the acceptability criteria as outlined above with applicable State and local codes. Additionally, the Housing Authority has received HUD approval to require the following additional criteria effective December 16, 1993:

A. Electrical Requirements:

1. There must be at least one (1) outlet in the bathroom, and it must be ground fault circuit interrupter (GFCI) protected.

2. Every habitable space, except the bathroom, shall contain at least two separate and remote receptacle outlets.

3. Outlets within six (6) feet of a water source must be GFCI-protected.

4. Floor receptacles must have weatherproof covers.

5. Exposed electrical connections/splices must be in approved junction boxes.

B. At least one window per room used for ventilation purposes shall be provided with a screen.

C. Windows shall be easily openable and capable of being held in position by window hardware.

- D. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.
- E. An overflow pipe must be present on the hot water heaters and boilers. Pipe must be same size diameter as valve outlet and directed downward 6" to 10" from the floor.
- F. Bathtub faucets must be above the flood level of the rim of the tub.
- G. Each building must have a number, at least three (3) inches high, and readable from the public street or road.
- H. Double-keyed deadbolts are not permitted.

12.5 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS

A. Correcting Initial HQS Fail Items

The Housing Authority will schedule an inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible within 15 business days upon receipt of a Request for Lease Approval. The owner and participant will be notified in writing of the results of the inspection. If the unit fails HQS again, the owner and the participant will be advised to notify the Housing Authority to reschedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to 30 days to correct the items noted as failed. No unit will be placed in the program until the unit meets the HQS requirements.

B. HQS Fail Items for Units under Contract

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

If the owner fails to correct the HQS failed items after proper notification has been given, the Housing Authority will abate payment and/or terminate the contract in accordance with Sections 12.7 and 18.0(B)(3).

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, the Housing Authority will terminate assistance for the family in accordance with Sections 12.2(B) and 18.0(B)(3).

C. Extensions

At the discretion of the Housing Authority, extensions beyond 30 days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within the extension period granted, the Housing Authority will abate the rent and/or cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks.

12.6 EMERGENCY FAIL ITEMS

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

- A. No hot or cold water
- B. No electricity
- C. Inability to maintain adequate heat
- D. Major plumbing leak
- E. Natural gas leak
- F. Electrical problem which could result in shock or fire.
- L. Other conditions which pose an immediate threat to health or safety

The Housing Authority may give a short extension whenever the responsible party cannot be notified or it is impossible to effect the repair within the 24-hour period.

12.7 ABATEMENT

A Notice of Abatement will be sent to the owner, and the abatement will be effective for the following month.

The Housing Authority will inspect abated units within three (3) business 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.

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 Housing Authority's portion of rent that is abated.

The Housing Authority may grant an extension in lieu of abatement in the following cases:

- The owner has a good history of HQS compliance;
- The failed items are minor in nature;
- There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services;
- The owner makes a good faith effort to make the repairs;
- The repairs are expensive (such as exterior painting or roof repair) and the owner needs to obtain the funds;
- The repairs must be delayed due to climate conditions.

12.8 TERMINATION OF CONTRACT

If the owner is responsible for repairs, and fails to correct all the deficiencies within the required time frame, the owner will be sent a HAP Contract Termination Notice.

If repairs are completed before the effective termination date, the termination may be rescinded by the Housing Authority if the tenant chooses to remain in the unit. Only one (1) Housing Quality Standards inspection will be conducted after the termination notice is issued.

13.0 OWNER CLAIMS FOR DAMAGES, UNPAID RENT, AND VACANCY LOSS

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

No damage claims will be processed unless the Housing Authority has performed a move-out inspection. These inspections are performed to assess the condition of the unit, not to evaluate the HQS. A damage claim will not be approved *unless* the move-out inspection is requested and completed prior to any work being completed.

Either the tenant or the owner can request the move-out inspection. Ultimately, it is the owner's responsibility to request the move-out inspection if he/she believes there may be a claim. Owners are advised to survey the unit prior to requesting the Housing Authority to conduct move-out inspection, and to call the Housing Inspector to review the list of damages and, if necessary, to schedule a move-out inspection. An owner must notify the Housing Authority of the move-out and request an inspection within five (5) business days of learning of the move-out in order to submit a claim.

In the termination letters to both the owner and family, the Housing Authority advises that both be present for the move-out inspection. The Housing Authority requests that they coordinate the date and time. If the owner informs the Housing Authority that the family has not been advised of the move-out date, the Housing Authority will attempt to contact the family by telephone. However, the Housing Authority will not postpone the inspection for failure to contact the family. The owner or representative must be present during the move-out inspection.

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.

Damage claims are limited in the following manner:

- A. In the Certificate Program, owners are allowed to claim up to two (2) months contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease. If the tenant moves in violation of the lease, and the unit remains vacant, an owner may file for eighty (80) percent of one additional month's rent.
- B. In the Voucher Program, owners are allowed to claim up to one (1) month contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease. There will be no payment for vacancy losses under the Voucher Program.
- C. No damage claims will be paid under either program for contracts effective on or after October 2, 1995.

13.1 OWNER CLAIMS FOR PRE-OCTOBER 2, 1995, UNITS

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

Maryland law requires owners to present by first class mail directed to the last know address of the tenant, within 30 days after the termination of tenancy, the reason for forfeiting any or all of a tenant's security deposit. This notice must contain a written list of damages, together with a statement of actual cost incurred. Owners must submit a copy of this billing with the claim. The only exception to this requirement is if the tenant has been evicted (through court process) or has abandoned the property.

Actual bills and receipts for repairs, materials, and labor must support claims for damages. Estimates are acceptable from licensed contractors. Bills from individuals providing labor must include their name, social security number, address and phone number. Reasonableness of costs will be based on Housing Authority Maintenance Department cost schedules. The owner may charge for owner-labor not to exceed \$10.00 an hour.

No claim will be paid for normal wear and tear, previous existing conditions, or routine turnover preparation (cleaning and cyclical interior painting).

Damages caused during tenancy that were repaired and billed, but remain unpaid at move-out, may be considered "other items due under the lease" and included in the claim. Other eligible items to be included on the damage claim must have been a tenant responsibility under the lease or State law, such as payment of utilities.

Owners can claim unpaid rent owed by the tenant up to the date of HAP termination. Documentation acceptable as proof of non-payment of tenant rent is: (1) a copy of statement of amount of unpaid rent for final month of occupancy or copy of landlord rent ledger showing unpaid rent; and/or (2) a copy of the rent suit filed through the court system.

In the Certificate Program, owners can claim for a vacancy loss as outlined in the HAP contract. In order to claim a vacancy loss, the owner must notify the Housing Authority immediately upon learning of the vacancy or suspected vacancy.

The owner must make a good faith effort to rent the unit as quickly as possible to another renter, including, but not limited to:

- (a) contacting applicants on the owner's waiting list, if any;
- (b) seeking eligible applicants by listing the unit with the Housing Authority;
- (c) advertising the availability of the unit; and
- (d) not rejecting potentially eligible applicants except for good cause.

In the event that a unit becomes vacant because of death, the Housing Authority will permit the owner to keep the HAP for the month in which the tenant died.

If the tenant moves *after* the date given on their notice of intent to vacate, the landlord may claim vacancy loss by providing acceptable documentation that there was a bona fide prospective tenant to whom the unit could have been rented.

All claims and supporting documentation under this Section must be submitted to the Housing Authority within forty-five (45) days of the move-out inspection. Any reimbursement shall be applied first towards any unpaid rent.

No reimbursement may be claimed for unpaid rent for the period after the family vacates. No claims will be paid for a unit that is vacant as the result of the landlord voluntarily moving a family to another unit owned by the same owner. Costs of filing eviction to remove the tenant or any other legal fees may not be reimbursed.

13.2 PROCESSING OWNER CLAIMS

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

Owner claims for damages, unpaid rent, and vacancy loss are reviewed for accuracy and completeness. Claims are then compared to the move-in and move-out inspections to determine if an actual claim is warranted. The Housing Authority determines the amount payable to the owner and the tenant is informed that a claim is pending (notice sent to last known address).

The tenant is notified that they have ten (10) days to discuss the claim with the Housing Inspector. The Inspector will take into consideration any evidence presented by the tenant to dispute the claim, and will discuss such evidence with the owner. The Inspector will then make the final approval of the claim and notify the family and owner.

If the Housing Authority does not hear from the family within the prescribed time frame, the owner will be paid for the claim on the next check run and the tenant will be notified that an owner claim has been paid.

If a claim has been paid to an owner, the participant is responsible for repaying the amount to the Housing Authority. This shall be done by either paying the full amount due within 30 calendar days upon the Housing Authority requesting it or through a Repayment Agreement that is approved by the Housing Authority.

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

14.0 DEBTS OWED TO HOUSING AUTHORITY

14.1 DEBTS OWED BY APPLICANTS

If an applicant indicates on the housing application that they live or have lived in other public housing or Section 8 subsidized housing, verification is made to determine if a debt is owed. If the Housing Authority becomes aware of a debt owed through another source, verification will be sent to that Housing Agency.

Applicants owing debts shall be notified in writing at the time of housing application of the amount owed, and will be given thirty (30) days to enter into a repayment agreement with that agency. If the applicant fails to enter into and provide a copy of the repayment agreement within thirty (30) days, the housing application is withdrawn from the waiting list.

If, at the time the applicant's name reaches the top of the waiting list, the debt is not paid in full, the applicant is given thirty (30) additional days to pay the debt in full. Failure to do so will result in the applicant's name being removed from the waiting list.

14.2 REPAYMENT AGREEMENT POLICY

14.2.1 RETROACTIVE RENTS

The Director of Housing must approve Repayment Agreements, regardless of the amount, for retroactive rents of any Section 8 participant who misrepresents the facts upon which assistance is based or who fails to report an increase in income at the annual reexamination.

- 4) Notice of the retroactive adjustment will be mailed to the participant advising the tenant that the retroactive rent charge must be paid in full within thirty (30) days.
- 5) In the first case of non reporting of an increase in income or of a misrepresentation of income, a repayment plan may be considered if the failure to report or misrepresentation was for a reason beyond the resident's control, such as a disability, illness or other extenuating circumstances. The fact that the resident cannot pay the retroactive rent charge within thirty (30) days is not considered an extenuating circumstance. The extenuating circumstance must relate to the reason for the non-reporting or the misrepresentation. If a repayment agreement is not approved, the Director of Housing may consider an extension of time to pay. An extension of time may be approved in thirty (30) day increments. Not more than two (2) thirty (30) day extensions may be approved.
- 6) If there is a second case of non-reporting of an increase in income or of a misrepresentation of income, no repayment plan will be permitted. The retroactive rent must be paid in full within thirty (30) calendar days. Only the Director of Housing may consider an extension of time to pay. This extension of time, if approved, may be for no more than an additional thirty (30) days
- 7) If there is a third case of non-reporting of an increase in income or of a misrepresentation of income, a Notice to Terminate assistance will be issued and the HAP Contract terminated.

The minimum monthly payment is \$25.00 for all repayment agreements.

I. 14.2.2 DUE DATES/DEFAULT

All repayments will be due as stated on the Repayment Agreement. If a payment is not received on the due date, a late letter will be sent by the 20th day of the month. If payment is not received based on late notice, a Default Notice will be issued. If payment in full is not made based on Default Notice, a Termination Notice will be issued.

All repayment agreements in effect prior to October 2, 1995 must be kept current or assistance will be terminated in accordance with the repayment agreement. After October 2, 1995, all debts to the Housing Authority must be paid in full within 30 calendar days.

14.2.3 Moving

If the family requests a move to another unit and has a repayment agreement in place, no move will be approved until the debt is paid in full unless the move is the result of the following causes, and the Repayment Agreement is current:

1. Family size exceeds the HQS maximum occupancy standards;
2. The HAP contract is terminated due to owner non-compliance or opt-out; or
3. A natural disaster.

14.2.4 Reduction in Payments

Monthly payments may be decreased in cases of hardship with the prior notice of the family, verification of the hardship, and the approval of the Director.

14.2.5 Debts Owed from Previous Public Housing Tenants

In order to protect participating landlords, Section 8 applicants from Public Housing who incur debts (from HHA Public Housing) must repay debts in full or may enter into a repayment agreement. The debt must be paid in full prior to the first recertification after the initial HAP contract is signed. Any violation of this section will result in termination from the Section 8 Program.

14.3 DEBTS OWED FOR OWNER CLAIMS [24 CFR 792.103, 982.552 (B)(6-8)]

If a family owes money to the Housing Authority for claims paid to an owner:

- The Housing Authority requires that the family repay the amount in full within 30 calendar days of notification from Housing Authority that the debt is owed.
- In cases where the unit is damaged due to the families inability to care for unit due to disability, if elderly, hospitalization or illness, the Housing Authority may allow the family to enter into a repayment agreement. However, a family may only be permitted to enter into a repayment agreement one time.

14.4 DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION [24 CFR 982.163]

Housing Authority follows HUD's definition of program fraud and abuse which 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.

14.4.1 Program Fraud

Families who owe money to the Housing Authority due to program fraud will be required to repay the amount in full within 30 calendar days, and assistance may be terminated.

14.5 FAMILY ERROR/LATE REPORTING

If the family fails to report the increase in income within the required 14-day time period, the family will be required to repay for overpaid assistance back to the time that the change should have been reported.

If the Housing Authority determines that the family's failure to report an increase was not intentional due to family illness, disability, or some other unforeseen cause, the Housing Authority may permit the family to enter into a repayment agreement.

14.6 OWNER DEBTS TO THE HOUSING AUTHORITY

If the Housing Authority determines that the owner has retained Housing Assistance or Claim Payments the owner is not entitled to, the Housing Authority may reclaim the amounts from future Housing Assistance or Claim Payments owed the owner for any units under contract. If future Housing Assistance or Claim Payments are insufficient to reclaim the amounts owed, the Housing Authority will:

1. Require the owner to pay the amount in full within 30 calendar days;
2. Pursue collections through the local court system; and
3. Restrict the owner from future participation.

15.0 RECERTIFICATION

15.1 ANNUAL REEXAMINATION

The Housing Authority will conduct a reexamination of family income and circumstances 90 to 120 days prior to the Lease/HAP anniversary date. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

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

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

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

15.1.1 Additional Certification Information

In addition to HUD required certification information, participants must at the initial and at each subsequent recertification;

- Supply a copy of the most recent year's Federal Income Tax Return with W-2's attached. Applicants/participants who did not file a tax return may certify they did not file by signing a *Certification of Non-Filing of Income Tax*.
- Supply information necessary to obtain school attendance verification for minors.
- Sign the *Housing Authority Policy for Obligations of Family and Grounds for Termination of Section 8 Participation*.
- Provide a receipt showing rent is paid up-to-date. Family will be provided a fourteen (14) day extension to provide receipt if unable to provide at recertification appointment. Failure to comply will result in termination of family's participation effective the last day of the current recertification period.

Wage and benefit checks will be conducted through the Department of Labor, Licensing & Regulation on all adult participants prior to the recertification interview.

15.1.2 Effective Date of Rent Changes for Annual Reexaminations

7. The new family share will generally be effective upon the anniversary date with prior written notice to all parties.
7. 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 notice. 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.
7. 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.
- 8.

15.1.3 Missed Appointments

7. 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 taking action to terminate the families assistance.

8.

15.2 INTERIM REEXAMINATIONS

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

Increases in Income

The family must report any increase in income in writing within fourteen (14) calendar days from the effective date of the increase. For increases of \$25.00 or more per week in gross income, an interim adjustment in rent will be effective the 1st day of the third month following the effective date of the increase in income. Where a new family member with income is added to an existing household, the rent will increase, following a 30-day notice, on the 1st day of the month. The income of Live-In Aides will not be counted for purposes of calculating rent.

Decreases in Income

The family may report a decrease in income. If reporting a decrease, the family must report the decrease in writing by the last day of the month for an interim adjustment to be effective on the 1st of the following month.

Policy for Addition of an Adult 18 years or older

In order to add a household member, (including live-in aides), the family must request that the new member be added to the household. Before adding the new member to the household, the individual must complete a Housing Application stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one, proof of identity, and verify their citizenship/eligible immigrant status. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they

are found to be eligible and do pass the screening criteria, their name will be added to the lease with written landlord approval.

Policy for Addition to Household due to birth, adoption, or through the Foster Care Program

The family must report any additions to the household as a result of adoption, child custody or birth within fourteen (14) calendar days.

Policy for Move-Out of Family Member

The family must report if any family member no longer resides in the household within fourteen (14) calendar days. Staff may request written verification of the new address of the person(s) moving out of the household.

7.

A. Family break-up

In circumstances of a family break-up, the Housing Authority will make a determination of which family member will retain the certificate or voucher, taking into consideration the following factors:

1. The interest of minor children or of ill, elderly, or disabled family members. The assistance remains with the adult member who retains custody and resides with the minor children. If the children of the household are divided between the adults, the assistance will be provided to both.
2. Whether the assistance should remain with the family members remaining in the unit.
3. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household. Abuse to verified by CASA, medical professional, or government agency, or some other appropriate source at the discretion of the Housing Authority.

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

Because of the number of possible different circumstances in which a determination will have to be made, the Housing Authority will make determinations on a case by case basis.

The Housing Authority will issue a determination in writing to the family. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 17.3.

7.

8. Changes in Family Expenses

9. The family may report any increase in medical, handicap, or childcare expense. The HA will make an interim adjustment, if requested by the family, due to an expense that results in a decrease of the Total Tenant Payment. The resulting decrease in rent will be made the 1st of the month following the month in which the expense was reported.

10.

11. Zero Income Families/Individuals

12. A family reporting zero income must report for an interim reexamination interview every ninety (90) days. All adults 18 and older must attend and complete certification forms. The reexamination staff is responsible to conduct a wage and benefit check on all zero-income clients under their caseload quarterly at the Department of Licensing and Labor.

13.

14. Special Requirements for Temporary Cash Assistance (TCA) Recipients

15. Rents for recipients of TCA (welfare) benefits may not be lowered for families who are sanctioned by the Department of Social Services for not meeting the certification requirements. Such requirements include fraud, failure to participate in an economic self-sufficiency program, or failure to comply with a work activity requirement. Families are eligible for reduced rent if the reduction is the result of the expiration of a lifetime time limit on receiving benefits or the family has complied with welfare requirements, but cannot obtain employment. The Housing Authority will obtain written verification from the local welfare agency.

16.

17. Procedure for Reporting Changes

18. The family must complete the *Interim Change Form* to report any change as described in the Interim Change Policy. The *Interim Change Form* may be completed at the front counter or may be mailed to the resident.

19.

20. Policy for Failure to Comply with Interim Policy

21. If the family misrepresents the facts upon which rent is based or fails to report an increase in income within the required 14-day time period, any increase in rent will be computed retroactively. At the discretion of the Authority, based on the seriousness of the misrepresentation, the family may be subject to termination of housing. Any retroactive rent will be payable as determined by the Authority. If the Authority determines that the family's failure to report an increase was not intentional due to family illness, disability, or some other unforeseen cause, the Housing Authority may permit the family to enter into a Repayment Agreement.

15.2.1 Treatment of Income Resulting from Welfare Program Requirements

Families rent contribution may not be reduced for failure to comply with welfare program requirements. Such requirements include fraud, failure to comply with a work activity requirement. Families are eligible for reduced rent if the reduction is the result of the expiration of a lifetime time limit on receiving benefits or the family has complied with welfare requirements, but cannot obtain employment. The Housing Authority will obtain written verification from the local welfare agency.

15.2.2 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 third month following the effective date of the increase in income. 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).

7. 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.

7. 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.

15.2.3 Policy for Failure to Comply with Interim Policy

If the family misrepresents the facts upon which assistance is based or fails to report an increase in income within the required 14-day time period, any increase in rent will be computed retroactively. At the discretion of the Authority, based on the seriousness of the misrepresentation, the family may be subject to termination of housing. Any retroactive rent will be payable as determined by the Authority. If the Authority determines that the family's failure to report an increase was not intentional due to family illness, disability, or some other unforeseen cause, the Housing Authority may permit the family to enter into a Repayment Agreement.

16.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE HOUSING AUTHORITY

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

- A. If the family violates any family obligations under the program.
- B. If a family member fails to sign and submit consent forms.
- C. If a family fails to comply with Housing Authority interim policy and recertification requirements.
- D. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the Housing Authority 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 Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.
- E. If any member of the family commits drug-related criminal activity, or violent criminal activity.
- F. If any member of the family has been convicted of manufacturing or producing methamphetamine (speed) (Denied for life);
- G. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.
- H. If the family currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.
- I. If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

- J. If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority. (The Housing Authority, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. The Housing Authority may prescribe the terms of the agreement.)
 - K. If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.
 - L. If any household member is subject to a lifetime registration requirement under a State sex offender registration program (Denied for life).
 - M. If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the Housing Authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. This is in accordance with the Housing Authority's *One Strike Policy*.
 - N. If the family commits a serious or repeated lease violation. The following are considered serious or repeated violation of the lease and are cause for termination of Housing Assistance:
 - 1) Court-ordered eviction for non-payment of rent.
 - 2) Utilities shut off for non-payment and not restored within Housing Authority required time limit.
 - 3) Police reports or other third party verification acceptable to the Housing Authority regarding excessive noise, disrupting neighbors, and destruction of property.
 - 4) Any other serious and repeated lease violation as deemed so by the Housing Authority and as verified by third-party verification.
 - 5) Failure to comply with the requirement that the family not move during the initial year of assisted occupancy.
 - 6) Failure to provide proper written Notice of Intent to Vacate to the Landlord and the Housing Authority.
 - 7) Failure to use the dwelling unit solely as the principle place of residence by the family; not assign, sublease, transfer, own, or hold any interest in the dwelling.
 - O. If the family fails to maintain Housing Quality Standards (HQS). The unit must be maintained in a decent, safe, and sanitary manner in accordance with lease and with HUD HQS. Violations of HQS are:
 - 1) Not providing and maintaining appliances that are the tenant's responsibility.
 - 2) Damages to the unit caused by any household member or guest beyond ordinary wear and tear.
 - 3) Not correcting any life-threatening defect with 24 hours, and any other defects within 30 days of Housing Authority notification.
 - 4) Not reporting any life-threatening defect with 24 hours, and any other defects within 30 days.
7. Tenants who are terminated from the HHA Section 8 Program for a violation of the Family Obligations will be denied assistance for a period of one (1) year from the date the HAP Contract termination date.

16.1 ABSENCE FROM UNIT

Section 8 participants must notify the Housing Authority in writing of any absence from the rental unit by all family members for 30 consecutive days or more with the following exception:

Health/Medical Exception

An authorized absence may not exceed 90 days. The Housing Authority has the discretion to extend an absence beyond 90 days but no longer than a maximum of 180 days for verified health/medical reasons. Any family absent for more than 30 days without authorization will be terminated from the program.

For an extended hospital or nursing home stay participant may be absent from the unit up to ninety (90) days. Housing Authority notice of termination will be sent after ninety (90) days unless an extension has been granted by the Housing Authority. Housing Authority will obtain third party verification of reason for absence and anticipated time to be away.

17.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS

17.1 COMPLAINTS

The Housing Authority will investigate to complaints by participant families, owners, and the general public. Anonymous complaints are investigated whenever possible.

17.2 INFORMAL REVIEW FOR THE APPLICANT

A. Informal Review for the Applicant

The Housing Authority will give an applicant prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the Housing Authority decision. The notice will state that the applicant may request an informal review within 10 days of the denial and will describe how to obtain the informal review.

B. When an Informal Review is not Required

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

1. A determination of the family unit size under the Housing Authority subsidy standards.
2. A Housing Authority determination not to approve an extension or suspension of a voucher term.

3. A Housing Authority determination not to grant approval to lease a unit under the program or to approve a proposed lease.
4. A Housing Authority determination that a unit selected by the applicant is not in compliance with HQS.
5. A Housing Authority determination that the unit is not in accordance with HQS because of family size or composition.
6. General policy issues or class grievances.
7. Discretionary administrative determinations by the Housing Authority.

C. Informal Review Process

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

1. A request for an Informal Review must be received orally or in writing by the close of the business day, no later than ten (10) days from the date of the Housing Authority's notification of denial of assistance. The review will be scheduled within ten (10) days from the date the request is received.
2. The review will be conducted by any person or persons designated by the Housing Authority other than the person who made or approved the decision under review or a subordinate of this person.
3. The applicant will be given an opportunity to present written or oral objections to the Housing Authority decision.
4. The Housing Authority will notify the applicant of the Housing Authority decision after the informal review within five (5) business days. The notification will include a brief statement of the reasons for the final decision.

D. Considering Circumstances

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

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

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

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

E. **Mitigating Circumstances for Applicants with Disabilities**

When applicants are denied placement on the waiting list, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review process.

[Examples of mitigating circumstances are: a) A person may not understand the need to make regular repayments on a promissory note, c) Minor criminal records for public drunkenness may be due to medication; prior incarcerations for being disorderly may be emotional disorder.]

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

The applicant family may request that the Housing Authority provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The applicant family must make this request 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 applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision to request the review.

17.3 INFORMAL HEARINGS FOR PARTICIPANTS

A. **When a Hearing is Required**

1. The Housing Authority will give a participant family an opportunity for an informal hearing to consider whether the following Housing Authority decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and Housing Authority policies:

- a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
 - b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the Housing Authority utility allowance schedule.
 - c. A determination of the family unit size under the Housing Authority subsidy standards.
 - d. A determination that a Certificate Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the Housing Authority subsidy standards, or the Housing Authority determination to deny the family's request for an exception from the standards.
 - e. A determination to terminate assistance for a participant family because of the family's action or failure to act.
 - f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the Housing Authority policy and HUD rules.
 - g. A determination to terminate a family's FSS Contract, withhold supportive services, or propose forfeiture of the family's escrow account.
2. In cases described in paragraphs 17.3(A)(1)(d), (e), and (f), of this Section, the Housing Authority will give the opportunity for an informal hearing before the Housing Authority terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not Required

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

1. Discretionary administrative determinations by the Housing Authority.
2. General policy issues or class grievances.
3. Establishment of the Housing Authority schedule of utility allowances for families in the program.
4. A Housing Authority determination not to approve an extension or suspension of a certificate or voucher term.
5. A Housing Authority determination not to approve a unit or lease.
6. A Housing Authority determination that an assisted unit is not in compliance with HQS. (However, the Housing Authority will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)
7. A Housing Authority determination that the unit is not in accordance with HQS because of the family size.
8. A determination by the Housing Authority to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family

1. In the cases described in paragraphs 17.3(A)(1)(a), (b), and (c), of this Section, the Housing Authority will notify the family that the family may ask for an explanation of the basis of the Housing Authority's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.
2. In the cases described in paragraphs 17.3(A)(1)(d), (e), (f), and (g), of this Section, the Housing Authority will give the family prompt written notice that the family may request a hearing within 10 days of the notification. The notice will:
 - a. Contain a brief statement of the reasons for the decision; and
 - c. State this if the family does not agree with the decision, the family may request an informal hearing on the decision within 10 business days of the notification.

D. Procedure for Obtaining Hearing

The complainant may request a meeting with the Director of Housing, orally or in writing, no later than ten (10) days from the date of notice. If complainant is not satisfied with the results of the meeting they may then request a hearing, orally or in writing, no later than ten (10) days from the date of the meeting to: Informal Hearing Officer, 35 West Baltimore Street, Hagerstown, MD 21740.

The Hearing Officer shall promptly notify the complainant in writing of the date, place, and time of the hearing so that the hearing takes place within ten (10) days after request for hearing is made. If request is for invalid reason, complainant will be so notified.

If a complainant does not request a hearing in accordance with these procedures, then termination becomes final as of the date stated in the Notice of Termination of Participation. If complainant fails to appear for the hearing without prior notification to the Authority, all rights are waived to another hearing. Any request for rescheduling the hearing shall be considered on a case-by-case basis by the Hearing Officer.

D. Hearing Procedures

The Housing Authority and participants will adhere to the following procedures:

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

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

2. Representation of the Family

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

3. Hearing Officer

a. The hearing will be conducted by any person or persons designated by the Housing Authority, other than a person who made or approved the decision under review or a subordinate of this person.

b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with the Housing Authority hearing procedures.

4. Evidence

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

5. Issuance of Decision

The person who conducts the hearing must issue a written decision within five (5) business days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

6. Effect of the Decision

The Housing Authority is not bound by a hearing decision:

a. Concerning a matter for which the Housing Authority is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing under the Housing Authority hearing procedures.

b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.

c. If the Housing Authority determines that it is not bound by a hearing decision, the Housing Authority will notify the family within five (5) business days of the determination, and of the reasons for the determination.

E. Considering Circumstances

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

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or

failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

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

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

F. Mitigating Circumstances for Participants with Disabilities

When the Housing Authority is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review process.

[Examples of mitigating circumstances are: a) A person with a cognitive disorder may not have understood the requirement to report increases in income, b) A person may not understand the need to make regular repayments on a promissory note, c) Minor criminal records for public drunkenness may be due to medication; prior incarcerations for being disorderly may be emotional disorder.]

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

The participant family may request that the Housing Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 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.

17.4 SECTION 504 GRIEVANCE PROCEDURE

The following Grievance procedure is established to meet the requirements of Section 504 of the Rehabilitation Act of 1973. It should be used by any individual who wishes to file a complaint alleging

discrimination on the basis of handicap in participation in any of the programs and services of The Housing Authority of the City of Hagerstown.

1. The grievance should be in written form and contain as much information as possible about the alleged discrimination (name, address, phone number, location and description of problem, etc.) Other arrangements for submission of a grievance such as a personal interview or tape recording will be made available for the visually impaired or those with motor impairments. It should be submitted by the grievant and/or his or her designee within thirty (30) calendar days of the alleged violation to: Section 504 Compliance Officer, The Housing Authority of the City of Hagerstown, 35 W. Baltimore St., Hagerstown, MD 21740. Phone number: (301) 733-6911. Office Hours: 8:00 a.m. to 4:30 p.m..
2. Within fifteen (15) working days of receipt of the complaint, the Section 504 Compliance Officer will respond in writing (or a method understood by the complainant) to the complainant and/or his or her designee. The response will offer a resolution or explain the position of the Housing Authority of the City of Hagerstown, with respect to the complaint.

If the response by the Section 504 Compliance Officer does not satisfactorily resolve the issue, the complainant and/or his or her designee may request a hearing to be held within 15 working days of receipt of the response before the Section 8 Hearing Officer, The Housing Authority of the City of Hagerstown, 35 W. Baltimore St., Hagerstown, MD 21740. Phone Number: (301) 733-6911. Office Hours: 8:00 a.m. to 4:30 p.m. for resolution.

3. Within thirty (30) days of the hearing, the complainant and/or his designee will receive the final resolution in writing (or a method understood by the complainant) as proposed by the Housing Authority of the City of Hagerstown.
4. All complaints and responses will be kept for a period of three years.
5. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the responsible Federal department or agency. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.

These rules shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards, and to assure that The Housing Authority of the City of Hagerstown complies with Section 504 and implementing regulations.

Participants sign to certify receipt of a copy of the *Informal Hearing Procedure and the Section 504 Grievance Procedure*.

18.0 TERMINATION OF THE LEASE AND CONTRACT

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

- A. Termination of the lease
 1. By the family

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

2. By the owner.

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

- i. Serious or repeated violations of the terms or conditions of the lease;
- ii. Violation of Federal, State, or local law that impose obligations on the tenant in connection with the occupancy or use of the unit and its premises;
- iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;
- iv. Any drug-related criminal activity on or near the premises;
- v. Other good cause. Other good cause may include, but is not limited to:
 - (1) Failure by the family to accept the offer of a new lease;
 - (2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
 - (3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;
 - (4) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.

c. The owner may only evict the tenant by instituting court action. The owner must give the Housing Authority a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.

d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

3. Termination of the Lease by mutual agreement

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

B. Termination of the Contract

1. Automatic termination of the Contract

- a. If the Housing Authority terminates assistance to the family, the contract terminates automatically.
- b. If the family moves out of the unit, the contract terminates automatically.
- c. The contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

2. Termination of the contract by the owner

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

3. Termination of the HAP contract by the Housing Authority

The Housing Authority may terminate the HAP contract because:

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

4. Final HAP payment to owner

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

19.0 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE

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

The Housing Authority Board of Commissioners authorizes the Executive Director to expend without prior Board approval in accordance with the Housing Authority Procurement Policy.

The Director of Housing is responsible to monitor the Operating Reserve to ascertain that ongoing administrative fees are sufficient to cover expenses. Expenditures shall be in accordance with the Authority's Procurement Policy.

20.0 HOUSING AUTHORITY OWNED HOUSING

When applicable, units owned by the Housing Authority and not receiving subsidy under any other program are eligible housing units for Housing Choice Voucher holders. In order to comply with federal regulation, the Housing Authority will do the following:

- A. The Housing Authority will make available through the briefing process both orally and in writing the availability of Housing Authority owned units (notification will also include other properties owned/managed by the private sector available to Housing Choice Voucher holders).
- B. The Housing Authority will obtain the services of an independent entity to perform the following Housing Authority functions:
 - 1. Determine rent reasonableness for the unit. The independent entity will communicate the rent reasonableness determination to the family and the Housing Authority.
 - 2. To assist the family in negotiating the rent.
 - 3. To inspect the unit for compliance with HQS.
- C. The Housing Authority will gain HUD approval for the independent agency/agencies utilized to perform the above functions
- D. The Housing Authority will compensate the independent agency/agencies from our ongoing administrative fee income.
- E. The Housing Authority, or the independent agency/agencies will not charge the family any fee or charge for the services provided by the independent agency.

21.0 QUALITY CONTROL OF SECTION 8 PROGRAM

In order to maintain the appropriate quality standards for the Section 8 program, the Housing Authority will annually review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished by a supervisor or another qualified person other than

the one originally responsible for the work or someone subordinate to that person. The number of files and/or records checked shall be at least equal to the number specified in the Section 8 Management Assessment Program for our size housing authority.

22.0 TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM

A. New HAP Contracts

On and after October 1, 1999, the Housing Authority will only enter into a HAP contract for a tenancy under the voucher program, and will not enter into a new HAP contract for a tenancy under the certificate program.

B. Over-FMR Tenancy (Portable In)

If the Housing Authority had entered into any HAP contract for an over-FMR tenancy under the certificate program prior to the merger date of October 1, 1999, on and after October 1, 1999 such tenancy shall be considered and treated as a tenancy under the voucher program, and will be subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b)(2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999.

C. Voucher Tenancy

If the Housing Authority had entered into any HAP contract for a voucher tenancy prior to the merger date of October 1, 1999, on and after October 1, 1999 such tenancy will continue to be considered and treated as a tenancy under the voucher program, and will be subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b) (2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999.

D. Regular Certificate Tenancy

The Housing Authority will terminate program assistance under any outstanding HAP contract for a regular tenancy under the certificate program entered into prior to the merger date of October 1, 1999 at the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999. Upon such termination of assistance, the HAP contract for such tenancy terminates automatically. The Housing Authority will give at least 120 days written notice of such termination to the family and the owner, and the Housing Authority will offer the family the opportunity for continued tenant-based assistance under the voucher program. The Housing Authority may deny the family the opportunity for continued assistance in accordance with 24 CFR 982.552 and 24 CFR 982.553.

GLOSSARY

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

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

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

Administrative fee: Fee paid by HUD to the housing authority for the administration of the program.

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

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

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

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

Amortization Payment: In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home. If furniture was included in the purchase price, the debt service must be reduced by 15% to exclude the cost of the furniture. The amortization cost is the initial financing, not refinancing. Set-up charges may be included in the monthly amortization payment.

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.

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

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

Applicant (applicant family): A person or family of statutory legal age, 18 or older, that has applied for admission to a program but is not yet a participant in the program. Emancipated Minors are not considered eligible applicants for housing assistance.

Assets: see net family assets.

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

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

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

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

Child: A member of the family other than the family head or spouse who is under 18 years of age.

Child care expenses: Amounts anticipated to be paid by the family for the care of children under 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 childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Citizen: A citizen or national of the United States.

Co-Habitants: See family definition.

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

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

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

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

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

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

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

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

Department: The Department of Housing and Urban Development.

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

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.

Disabled family: A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled person: See "person with disabilities."

Displaced 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.

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

Drug related criminal activity: Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

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

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

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

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

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

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by 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.).

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

Family means two (2) or more persons related by blood, marriage or adoption or operation of the law who will live together in the dwelling unit, or two (2) or more persons (co-habitants) who, at the time of issuance of assistance, are living together as a family. With respect to single persons, this definition will consist of an elderly family as defined above, a displaced family as defined above, or the remaining member of a tenant family, or pregnant women or any person in the process of acquiring legal custody of a child under age 18.

Family includes but is not limited to:

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

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

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

Family share: The portion of rent and utilities paid by the family or the gross rent minus the amount of the housing assistance payment.

Family unit size: The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

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

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

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.

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

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

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

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

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

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

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

Housing voucher holder: A family that has an unexpired housing voucher.

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

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

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

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

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

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

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

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

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

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

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

Low-income families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families. *[1937Act]*

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.

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

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

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

Moderate rehabilitation: Rehabilitation involving a minimum expenditure of \$1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

- a. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance; or
- b. repair or replace major building systems or components in danger of failure.

Monthly adjusted income: One twelfth of adjusted income.

Monthly income: One twelfth of annual income.

Mutual housing is included in the definition of "cooperative".

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

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

Net family assets:

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

Noncitizen: A person who is neither a citizen nor national of the United States.

Notice Of Funding Availability (NOFA): For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance, and the criteria for awarding the funding.

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

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

Participant (participant family): A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

Payment standard: In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

Person with disabilities: A person who:

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

"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 of the Developmental Disabilities Assistance and Bill of Rights Act.

"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.

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

Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.

Private space: In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

Preservation: This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

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

Public Housing Agency: A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Qualified Training Program: A local self-sufficiency, job training, job search, or work experience program, designed to prepare the applicant for the job market and has one or more of the following components: provides employment training and supportive services; is authorized by a Federal, State or local law; funded by Federal, State, or local government; operated or administered by a public agency; and has as its objective to assist participants in acquiring employment skills.

Reasonable rent: A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

Receiving Housing Authority: In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a certificate or voucher, and provides program assistance to the family.

Re-certification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Remaining member of a tenant family: A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

Rent to owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Set-up charges: In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

Shared housing: A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

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

Single person: Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Single room occupancy housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Special admission: Admission of an applicant that is not on the housing authority waiting list, or without considering the applicant's waiting list position.

Special housing types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

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

Statement of family responsibility: An agreement in the form prescribed by HUD, between the housing authority and a Family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

Subsidy standards: Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family's certificate or voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Tenant rent: The amount payable monthly by the family as rent to the owner minus any utility allowance.

Third-party (verification): Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling: see suspension.

Total tenant payment (TTP):

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

30% of the family's monthly adjusted income;

10% of the family's monthly income;

Minimum rent; or

if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

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

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

Utility hook-up charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Utility reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit.

Verification:

- a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).
- b. The three types of verification are:
 - (1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.)
 - (2) Documentation, such as a copy of a birth certificate or bank statement
 - (3) Family certification or declaration (only used when third-party or documentation verification is not available)

Very low-income families: 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. *[1937 Act]*

Veteran: Head or Co-Head who has received an honorable discharge for serving in the United States military services and is *residing in the household*, or the Widow/Widower of such a person, or a person who is currently on active military duty.

Violent criminal activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher (rental voucher): A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

Voucher holder: A family holding a voucher with unexpired search time.

Waiting list admission: An admission from the housing authority waiting list. *[24 CFR 982.4]*

Welfare assistance. Welfare or other payments to families or individuals, based on need, that are made under programs funded 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
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS (U.S.)	Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PBC	Project-Based Certificate (program)
QHWRA	Quality Housing and Work Responsibility Act of 1998
PHA	Public Housing Agency
TTP	Total Tenant Payment

Housing Authority of the City of Hagerstown, Maryland

PUBLIC HOUSING DWELLING LEASE

A. Identification of Parties and Dwelling Lease

The parties to this Lease are The Housing Authority of the City of Hagerstown, Maryland, the Landlord, hereinafter referred to as “Landlord,” and the occupying family, the Tenant, hereinafter referred to as “Tenant.” In consideration of the statements made by Tenant in Tenant’s application for public housing, Landlord leases to Tenant under the terms and conditions set forth in this Lease and any Exhibits attached to the Lease. The housing project listed below is herein called “Community” and the housing unit located at the address listed below is hereinafter called “Premises.” The Office of Landlord located at 35 West Baltimore Street, Hagerstown, MD, shall be known as the “Central Office,” and the telephone number is 301-733-6911.

1. Identification of Parties

The Premises will be occupied solely by the Tenant and the following members residing in the Tenant’s household, beginning with the Head of Household and Co-Head of Household (if applicable):

Name	Relationship	Sex	DOB	Age	Social Sec No.
Sam Jones	Head of Household	M	10/5/70	29	234-56-9857
Mary Jones	Co-Head of Household				

2. Description of Premises

Address:

Project:

Unit No.:

No. of Bedrooms:

3. Lease Term and Renewal Provisions

The Lease term shall be for a twelve (12) month term starting on the “Beginning Date of Lease Term” listed below and shall renew automatically for the same period for all purposes, except for noncompliance by an adult member with the community service requirements. The Landlord will not renew the lease if the family has violated the requirement for resident performance of community service or participation in an economic self-sufficiency program. The Landlord may terminate the tenancy if the family fails to accept the Landlord’s offer of a revision to an existing lease. Such revision must be on a form adopted by the Landlord, and the Landlord must give the Tenant written notice of the offer of the revision at least sixty (60) calendar days before it is scheduled to take effect. The offer will specify a reasonable time limit for the tenant to accept the new lease terms.

Tenant is required to give a minimum thirty (30) day written notice of the intent to vacate. In accordance with the Annotated Code of Maryland, Real Property Article, Section 8-208, Tenant acknowledges the automatic renewal of this Lease as witnessed by Tenant's initials here: _____

Date of Initial Public Housing Occupancy:
Beginning Date of Lease Term:

B. Rent Payments Due Under the Lease

- Gross Rent:
- Utility Allowance:
- Contract Rent:
- First (1st) Mo. Pro-Rata Rent Amount (if applicable):

C. Rent Options (check one)

- The initial rent is based on the Flat Rent for this unit.
- The initial rent is based on the income and other information reported by the Tenant.

Notwithstanding that this Lease is for a twelve (12) month term, the rent is subject to change during the term of the lease. Tenant will receive written notice of any change in the amount of the monthly rent. Monthly rent as specified above in this Lease will remain in effect unless adjusted as a result of a reexamination, an interim adjustment or other reason permitted under the terms of this Lease or the Admissions and Continued Occupancy Policy (ACOP).

D. Amounts due under the Lease and Procedures for Payment

1. Time and Place

Rent is due and payable in advance on the first (1st) day of each month. Rent statements are mailed to Tenants before the last day of the month for rent due the following month, and must accompany rent payment. Rent may be paid at any branch of the Bank designated by the Housing Authority in the form of cash, personal check, cashier's check or money order. Rent may also be mailed to the Central Office: *Hagerstown Housing Authority, 35 West Baltimore Street, Hagerstown, Maryland 21740*, in the form of personal check, cashier's check or money order. Rent statements must be paid in full, unless adjusted by Landlord. The designated bank will only accept payment in full of the charges as they appear on the Rent Statement. Payments mailed to the Central Office that are less than the full amount of the current Rent Statement will be returned to Tenant. Payment may not be paid in person at the Central Office, except at move-in, or to pay the balance of rent and other charges in cases where an Agency has paid all or part of the rent to prevent an eviction, or when agreed to in writing as part of a legal proceeding.

In addition to payment as described above, Tenants of Potomac Towers and Walnut Towers may place the rent payment in the Rent Collection Boxes located at each site until the fifth (5th) day of each month. After the fifth (5th) day of the month, Tenants must pay rent at bank or mail payment to Central Office.

2. Grace Period, Late Rent Penalty, and Foreclosure of Right of Redemption

After the fifth (5th) day of the month, rent is considered late, and a late penalty in the amount of five percent (5%) of the contract rent is assessed. If Tenant fails to make rent payment before the sixth (6th) day of the month, a Notice to Vacate is mailed to the Tenant which advises the Tenant that their lease will be terminated 14 days from the date of the Notice to Vacate. During this fourteen (14) day period, the Housing Authority will file, in the District Court, a Summary Ejectment proceeding [a legal action requesting the prompt eviction of the Tenant for non payment of rent] and seeking a Judgment for Possession. During any twelve (12) month period, if the Tenant has more than three (3) Judgments of Possessions entered against the Tenant, the Housing Authority, as part of the fourth (4th) Summary Ejectment proceeding filed during that same twelve (12) month period, will request the Foreclosure of the Right of Redemption. If granted, the Tenant will be evicted regardless of whether the Tenant pays the rent prior to the scheduled setout.

3. Other Payments Due under the Lease

Returned Check Fee. Any personal checks returned for Non Sufficient funds or other reason will be assessed a \$25.00 fee. If more than two (2) personal checks have been returned at any time during the tenancy, no further personal checks will be accepted. Rent statements will be stamped "Cash Only" as formal notification to the bank not to accept any future personal checks. The bank will accept money orders or cashier's checks in addition to cash.

Duplicate or Adjusted Rent Statement Fee. A \$5.00 fee will be assessed to adjust a rent statement as a result of a Tenant not paying rent when due under the Lease. Tenants who have lost the rent statement, will be assessed the \$5.00 fee for a duplicate statement. To request a duplicate or adjusted statement, Tenants must complete a *Request for a Duplicate Statement* form, which may be picked up at the Central Office. The Tenant may also request that a *Request for Duplicate Statement* be mailed to them. Upon receipt of the *Request for Duplicate Statement*, Landlord will prepare the adjusted or duplicate rent statement for pick up by Tenant on the next business day. Tenants will not be assessed the \$5.00 fee if statement requires adjustment due to no fault of Tenant or if Tenant is appealing rent or other charges due under the Lease.

Attorney's Fees and Costs. In the event Landlord obtains the services of any attorney, and court action is instituted in connection with any breach of lease by the Tenant, the Tenant agrees to pay reasonable attorney's fees and other costs, including court costs if the court enters a judgment in favor of the Landlord.

Cost for Maintenance and Repair.

Costs for maintenance or repair, beyond normal wear and tear, will be charged to the Tenant as specified in the *Schedule of Tenant Charges*. Tenants shall receive a copy of the *Schedule of Tenant Charges*, which is an exhibit to the ACOP, at initial lease-up. Payment for such charges are due and collectible no sooner than two (2) weeks after, the charges are incurred. The charges will appear on the Tenant's Rent Statement. The *Schedule of Tenant Charges* is subject to change during the term of this lease following the proper posting.

Pet Fee

A non-refundable Pet Fee of \$10.00 per month shall be charged to each unit where a registered dog or cat is housed. The Pet Fee is intended to cover reasonable operating costs of the Housing Authority related to cats and dogs and will not be applied to damage caused by a specifically identified pet. The charge will appear on the Tenant's Rent Statement.

Charges as Additional Rent

All aforementioned charges for late fees, attorney's fees as ordered by the court, and court costs shall be charged as additional rent. Failure by Tenant to pay such charges shall be deemed by Landlord to be a material breach of this lease.

E. Utilities and Equipment furnished by Landlord and Tenant and Charges for Excess Electric

The Landlord shall pay for the heat, hot water, water, sewer, and trash collection, and the Tenant shall pay the basic electric directly to the provider in the following communities: Parkside Homes, Westview Homes, Frederick Manor, and Douglas Court. The Tenant shall receive a Utility Allowance from the Landlord in accordance with *Utility Allowance Schedule*, which is an exhibit to the ACOP, and given to the Tenant at initial lease-up.

The Landlord shall pay for the direct cost of all utilities in Potomac Towers North, Potomac Towers South, and Walnut Towers. In these communities, where no individual meters exist, a charge shall be assessed for excess electric consumption due to the operation of Tenant-supplied major appliances or Tenant supplied equipment as checked below in accordance with the *Utility Allowance Schedule*.

Televisions Air Conditioners (for four months - June-September)
 Extra freezers or refrigerators

The Landlord shall pay the direct cost of all utilities, including water and sewer and trash collection at Noland Village and the Scattered Sites. In these communities, where individual meters exist, Tenants shall pay to Landlord any excess cost over and above the utility allowance provided by Landlord. Any charge for excess utilities shall appear on the Tenant's Rent Statement. Tenant shall receive a copy of the *Utility Allowance Schedule*, which is an exhibit to the ACOP, at initial lease-up. The *Utility Allowance Schedule* is subject to change following proper posting. Tenant shall receive at least sixty (60) days written notice of any revised Utility Allowance along with any resultant changes in Tenant Rent.

Landlord shall not be held responsible for failure to furnish utilities by reason of any cause beyond its control. Any failure by Tenant to pay individual utility bills shall be deemed by Landlord to be a material breach of this lease.

Appliances. Landlord shall furnish the Range and Refrigerator.

F. Receipt for Security Deposit: Receipt is hereby acknowledged of the sum of \$_____ as a Security Deposit to protect Landlord from loss by reason of unpaid rent, damages due to breach of this Lease and/or damages to the Premises and/or common areas caused by Tenant, Tenant's family, agents, employees, or social guests in excess of ordinary wear and tear. With respect to said Security Deposit, Tenant is advised that the Security Deposit does not exceed the maximum allowed by Maryland law, which is \$50.00 or two (2) month's rent, whichever is greater. The Security Deposit may not be used to pay rent or other charges while Tenant occupies the Premises. Security Deposit amounts are as follows:

Amount. The Security Deposit for Tenants shall be \$50.00 or one (1) month's rent, whichever is greater. The Security Deposit is due the day the Lease is executed. If the total of the security deposit exceeds \$300.00, the Tenant may pay the security deposit in two (2) payments, with one half (1/2) of the security deposit due the day the Lease is signed and the balance due the first (1st) of the following month. The balance due for the security deposit will appear on the rent statement. The failure to pay the security deposit when due shall be deemed a serious violation of the terms of the lease.

Bank Account. Within thirty (30) days after receipt, Landlord shall deposit the Security Deposit in an interest-bearing account or shall hold the security deposits in an insured certificate

of deposit, in a federally insured Maryland bank or savings institution and that account shall be used solely for security deposits.

List of Existing Damages. Tenant has the right to have the Premises inspected by Landlord, in the presence of Tenant, for the purpose of making a written list of damages that exist at the commencement of the tenancy if the Tenant so requests by certified mail within fifteen (15) days of the date of occupancy.

Return of Deposit. Within forty-five (45) days, after the end of tenancy, Landlord shall return to Tenant the security deposit minus any amount which Landlord shall rightfully withhold. Simple interest of four percent (4%) per year will be paid on security deposits of \$50.00 or more and will accrue at six (6) month intervals from the day the security deposit was given.

Withholding of Deposit. Upon the termination of the lease, Landlord may withhold security deposit to offset unpaid rent and damage due to breach of lease or damage to the property in excess of ordinary wear and tear. Tenant is required to give a minimum thirty (30) day written notice of the intent to vacate at the end of the initial twelve (12) month lease term. At move-out, if the Tenant notifies Landlord by certified mail of the Tenant's new address and date of moving, Tenant will have the right to be present when Landlord inspects the Premises. The notice must be mailed at least fifteen (15) days prior to date of moving. Landlord will then notify Tenant by certified mail of the time and date of the inspection. The inspection will be conducted within five (5) days before or five (5) days after Tenant moves.

Notice to Tenant for Withholding Deposit. If Landlord withholds any part of the security deposit, within forty five (45) days after termination of the tenancy, Landlord shall send by first class mail to Tenant's last known address, a written list of the damages claimed and costs actually incurred.

Tenant Ejected or Evicted or Abandoning. Where Tenant has been evicted or ejected for breach of Lease, or has abandoned the premises prior to termination of the Lease, the procedures for return of the security deposit are as follows: a) within forty-five (45) days after leaving premises, Tenant shall send to Landlord, by first class mail a request for return of security deposit, and inform Landlord of Tenant's new address; b) within thirty (30) days of receipt of such notice, Landlord shall send to Tenant by first class mail a written list of the damages actually incurred. Within forty-five (45) days of receipt of Tenant's notice, Landlord returns Security Deposit with simple interest of four percent (4%) per year on security deposits of \$50.00 or more, accruing at six (6) month intervals from the day the security deposit was given, less any damages rightfully withheld.

G. REDETERMINATION OF RENT AND FAMILY COMPOSITION

1. Frequency of Regular Reexaminations. Once a year, or as otherwise determined by Landlord, Tenant agrees to attend a reexamination interview and to furnish a signed certification containing accurate information regarding family income, employment, family composition, and other relevant information required by Landlord in determining rent, dwelling size and continued eligibility for assisted housing. Tenant agrees to provide any written documentation requested by Landlord relating to family composition, income, expenses, or any other information necessary for Landlord to determine Tenant's continued eligibility.
2. Choice of Rent Based on Income or Flat Rent. Tenants will be offered the choice of the flat rent or a rent based on income at the enrollment interview and the annual reexamination. The flat rent is subject to change when Landlord notifies Tenant, based on a new analysis of the market value and after at least a thirty (30) day posting. Tenant may, at any time, request to be switched to a rent based on income.

3. MINIMUM RENT POLICY. THE HOUSING AUTHORITY HAS ELECTED NOT TO CHARGE A MINIMUM RENT. THIS IS SUBJECT TO CHANGE DURING THE TERM OF THIS LEASE.

4. INTERIM REEXAMINATIONS.

INCREASES IN INCOME. THE FAMILY MUST REPORT ANY INCREASE IN INCOME OR CHANGE IN FAMILY COMPOSITION IN WRITING WITHIN FOURTEEN (14) CALENDAR DAYS. FOR INCREASES OF \$25.00 OR MORE PER WEEK IN GROSS INCOME, AN INTERIM ADJUSTMENT IN RENT WILL BE EFFECTIVE THE FIRST (1ST) DAY OF THE THIRD (3RD) MONTH FOLLOWING THE *EFFECTIVE* DATE OF THE INCREASE IN INCOME. WHERE A NEW FAMILY MEMBER WITH INCOME IS ADDED TO AN EXISTING HOUSEHOLD, THE RENT WILL INCREASE THE FIRST (1ST) DAY OF THE MONTH FOLLOWING A 30-DAY NOTICE. THE INCOME OF LIVE-IN AIDES WILL NOT BE COUNTED FOR PURPOSES OF CALCULATING RENT.

Policy for Addition of an Adult 18 years or older. In order to add a household member, (including live-in aides), 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 a Housing Application stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one, proof of identity, and verify their citizenship/eligible immigrant status. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. Live-in aides need not disclose their income and assets.

Policy for Addition to Household due to birth, adoption, child custody, or through the Foster Care Program. The family must report any additions to the household due to birth, adoption, child placement or custody, or through the Foster Care Program within fourteen (14) calendar days. Tenant must provide written verification such as a birth certificate, court order, letter from social services or government agency or other written documentation acceptable to Landlord

5. Notification to Tenant of Change in Tenant Rent. When the Authority increases the rent, the Authority shall give at least a thirty (30) day advance written notice to Tenant. If Tenant does not agree with the determination, they have the right to request a hearing as provided by the Grievance Procedures.

6. SIZE OF DWELLING. TENANT UNDERSTANDS THAT LANDLORD ASSIGNS DWELLING UNITS ACCORDING TO THE

OCCUPANCY STANDARDS PUBLISHED IN THE ACOP. IF THE TENANT IS OR BECOMES ELIGIBLE FOR A DIFFERENT TYPE OR SIZE DWELLING UNIT AND AN APPROPRIATE DWELLING UNIT BECOMES AVAILABLE THE TENANT SHALL BE GIVEN A REASONABLE PERIOD OF TIME TO MOVE.

7. Transfer Policy. Tenant may request to transfer or Landlord may require a transfer in accordance with the Transfer Policy contained in the ACOP. Refusal of an offer of transfer will result in removal from the transfer list for voluntary transfers, with the opportunity to reapply after a six (6) month period from date of refusal. The Tenant will not be entitled to grievance rights when removed from the transfer list for refusing to move if Tenant has voluntarily requested the transfer. Refusal of transfer at request of Landlord may result in termination of the Lease. The Tenant will be entitled to grievance rights. Over-housed Tenants (as defined in the Transfer Policy) must transfer to a unit with the proper number of bedrooms when notified by the Housing Authority that a unit of the proper size is available. Under-housed Tenants (as defined in the Transfer Policy) must transfer to a unit with the proper number of bedrooms when notified by the Housing Authority that a unit of the proper size is available. Tenants shall bear their own moving costs associated with transfers, regardless of whether the transfers are at the request of Tenant or at the request of Landlord. An exception may be made for the cost of displacement of Tenants due to demolition, sale or acquisition, or rehabilitation of a unit.
8. Community Service and Family Self Sufficiency. Each adult member of the household, 18 years or older and who does not work, agrees as a condition of continued occupancy, to contribute eight (8) hours per month of community service or participate in an economic self-sufficiency program unless exempt from this requirement. Specific exemptions and eligibility criteria are outlined in the Community Service and Family Self Sufficiency Requirements contained in the ACOP.
9. Welfare Program Requirements. Tenants may not have their rent reduced for failure to comply with welfare program requirements. Such requirements include fraud, failure to participate in an economic self-sufficiency program, or failure to comply with a work activity requirement. Tenants are eligible for reduced rent if the reduction is the result of the expiration of a lifetime time limit on receiving benefits or the family has complied with welfare requirements, but cannot obtain employment. The Housing Authority will obtain written verification from the local welfare agency.
10. Disallowance of Earned Income. (24 CFR 5.612) Tenants will not receive a rent increase for at least twelve (12) months beginning on the date in which employment commenced, if the Tenant: a) was previously unemployed for twelve (12) or more consecutive months; and worked no more than ten (10) hours per week for the previous 50 weeks at the minimum wage; cb was participating in a family self sufficiency program or other job training, during which time the employment income increased; or d) was assisted under Title IV of the Social Security Act, during which time the employment income increased. Following the twelve (12) month period the Tenant's rent will increase by fifty percent (50%) of the calculated rental increase for the next twelve (12) month period. Following that twelve (12) month period, the Tenant's rent will increase in full.

H. TENANT'S RIGHT TO USE AND OCCUPANCY

1. Right to Exclusive Use by Members on the Lease. The Tenant shall have the right to exclusive use and occupancy of the leased unit by the members of the household authorized to reside in the unit in accordance with the lease, including reasonable accommodation of their guests. For purposes of this part, the term "guest" means any person in the leased unit with the consent of the household member. The Tenant shall not use the unit for any purpose other than a residence without the consent of Landlord.
2. Legal Profit Making Activities. The Tenant or members of Tenant's Household may engage in legal profit making activities at the Premises only with the written consent of Landlord. Any legal profit making activities must be incidental to the primary use of the Premises as a residence. If Tenant receives written approval from Landlord to conduct the business, the business conducted at the Premises may not infringe on the rights of other Tenants. Additionally, all such business-related uses of the Premises must meet all zoning

requirements and the Tenant must have proper business licenses. The sale of firearms on Housing Authority property as a profit-making activity is prohibited. Such activity shall be deemed to be a substantial violation of the conditions of the Lease and will result in termination.

3. Policy for Live-in Aides. With the consent of the Housing Authority, a live-in aide may reside in the unit after passing initial eligibility screening. Live-in-aides must abide by all provisions of the lease. A live-in aide means a person who resides with an elderly, near elderly, disabled, or handicapped person and who: a) is determined to be essential to the care and well-being of the person; b) is not obligated for the support of the person; and c) would not be living in the unit except to provide the necessary supportive services.
4. Abandonment of Unit. Upon the abandonment of the Premises, the Tenant appoints Landlord and/or Landlord's employees, as Tenant's agent, to remove all personal property of whatever nature, including furniture and equipment left in or about the Premises. Landlord shall inventory the property of the abandoned Premises prior to removal and shall have the making of the inventory witnessed. The Tenant hereby further appoints Landlord and/or Landlord's employees, as Tenant's agent(s), to hold the said property for a period of thirty (30) calendar days, and, if not claimed by the Tenant within such time, after the Tenant has abandoned the Premises, then Landlord is hereby authorized to donate said property to a charitable institution or otherwise dispose of said property.
5. Automobile Rules. Parking areas are to be used for licensed motor vehicles only. Due to limited space, other vehicles such as boats, trailers, and unlicensed vehicles are subject to towing at owner's risk and expense. Parking or driving are not permitted on the grass or common areas. No automobile washing, greasing, changing oil, or other major repairs to automobiles on streets or in parking areas are permitted. Do not place vehicle on a jack or jack stand except to change a flat tire. Do not leave vehicles unattended while on a jack. Do not place vehicle on ramps at any time. Tenants in Communities with designated parking lots must obtain a vehicle permit for each vehicle from the Central Office. Vehicles without permits are subject to being towed at owner's risk and expense. Visitors must park in designated visitor spaces and not use Tenant's parking spaces.

I. HOUSING AUTHORITY OBLIGATIONS-Landlord shall be obligated:

1. To maintain the dwelling unit and the community in a decent, safe and sanitary condition.
2. To comply with the requirement of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
3. To make necessary repairs to the dwelling unit.
4. To keep community building, facilities and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition.
5. To maintain in good and safe working order and condition, electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by Landlord.
6. To provide and maintain appropriate receptacles, facilities, and services (except containers for the exclusive use of an individual Tenant family) for the deposit of ashes, garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease, and to provide disposal service for garbage, rubbish and other solid waste.

7. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times according to local custom and usage; except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within exclusive control of Tenant and supplied by a direct utility connection.
8. To notify Tenant of the specific grounds for any proposed adverse action by Landlord. (Such adverse actions includes, but is not limited to a proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When Landlord is required to afford Tenant the opportunity for a hearing under Landlord's grievance procedure for a grievance concerning the proposed adverse action, the Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, the notice of lease termination shall constitute adequate notice of proposed adverse action. In the case of a proposed adverse action, other than a proposed lease termination, Landlord shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired and (if hearing was timely requested by the Tenant) the grievance process has been completed.
9. To provide reasonable accommodation in lease and other policy requirements when requested by a qualified Tenant with disabilities. The concept of reasonable accommodation involves helping a Tenant meet essential lease requirements; it does not require the lowering or waiving of essential requirements. Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and administrative burdens on the Landlord.

J. TENANT OBLIGATIONS - Tenant shall be obligated:

1. Not to assign the Lease, nor sublease the dwelling unit.
2. Not to give accommodation to boarders or lodgers.
3. Not to give accommodations to long term guests in excess of fourteen (14) consecutive days in a twelve (12) month period without the advance written consent of landlord.
4. To comply with the Absence from Unit Policy outlined in the ACOP. Tenants must notify Landlord if Tenant plans to be absent from dwelling unit for more than 30 days. During the absence, the rent and utilities must be paid when due and the unit maintained. Extensions may be made as set forth in the ACOP.
- ~~5.~~—To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household members and not to use or permit its use for any other purpose, unless approved by Landlord as a Legal Profit Making Activity.

6. To abide by necessary and reasonable regulations and policies promulgated by Landlord for the benefit and well-being of the housing community and Tenants. These policies and regulations or rules shall be posted in a conspicuous manner in the Central Office and Community Buildings and incorporated by reference in this Lease. These policies and regulations or rules are contained in the ACOP. Violation of such policies and regulations constitutes a violation of this Lease.
7. To act, and cause household members or guests to act in a manner that will not disturb other Tenants' peaceful enjoyment of their accommodations, including but not limited to loud music, shouting, banging on ceilings and walls, excessive noise and harassment; and to behave in a manner conducive to maintaining the community in a decent, safe, and sanitary condition.
8. To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
 - a) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of Landlord's public housing premises by other Tenants or employees of Landlord; or
 - b) Any drug-related criminal activity on or off the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For purposes of this Lease, the term drug-related criminal activity means the illegal possession, 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))).
9. To assure that Tenant, any member of the household, a guest, or another person does not abuse alcohol in a way that interferes with the health, safety or right of peaceful enjoyment of the premises by other Tenants.
10. To act in a cooperative manner with neighbors and Landlord's staff or employees. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and Authority staff or employees.
11. Not to illegally discharge any type of firearm and not to possess any illegal and/or unregistered firearm in or near the Premises. Possession and use of firearms must be in accordance with federal and state law. Firearms legally possessed by the Tenant shall be stored in a manner that is inaccessible to minors. Both guns and ammunition must be stored and locked separately. This includes, but is not limited to, BB guns and air-powered rifles.
12. To take reasonable precautions to prevent fires and not to keep flammable materials on the Premises.
13. Not to maintain, manufacture, or distribute fireworks or other explosive materials or to discharge fireworks on or near the Premises.

14. To comply with the Pet Ownership Policy contained in the ACOP to insure that no member of Tenant's household keeps, maintains, harbors, or allows visitation by any dog, cat, livestock, or pet of any nature in the dwelling unit or on the grounds of any Authority development except in accordance with the Pet Ownership Policy. However, the policy does not apply to animals that are used to assist persons with disabilities, except for reasonable health and safety rules. In order to qualify as an animal that is used to assist a person with a disability, that animal must have been trained to assist the person with that specific disability and actually be used to assist the person.
15. To not commit any fraud in connection with any Federal housing assistance program, and not to receive assistance for occupancy of any other unit assisted under any Federal housing Assistance program during the term of the Lease.
16. To pay promptly any utility bills for utilities supplied by Tenant by a direct connection to the utility company and to avoid disconnection of utility service for such utilities.
17. To pay for all reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, or to the project (including damages to project buildings, facilities, or common areas and grounds) caused by Tenant, household members or guests.
18. To comply with Community Service Requirements associated with Quality Housing and Work Responsibility Act of 1998 in accordance with the ACOP. Failure to comply is grounds for non-renewal of the lease and termination of tenancy at the end of the twelve (12) month lease term.
19. To comply with the Physical Property Standards contained in detail in the ACOP, the highlights of which follow. Tenant agrees:
 - a) To maintain the unit in a decent, safe, clean, and sanitary manner in accordance with the *Housekeeping Standards* contained in the ACOP;
 - b) to refrain from storing, except in closets, cupboards, pantries, and those areas designed for storage; no exterior storage except in storage sheds; storage must be in accordance with *Storage Standards* contained in the ACOP;
 - c) to not obstruct sidewalks, areaways, galleries, passages, elevators, stairs, and allow ingress and egress from the dwelling unit;
 - d) to comply with all obligations imposed upon Tenants by applicable building or housing codes materially affecting health and safety;
 - e) to dispose of garbage, rubbish, trash, junk and other wastes in a manner prescribed by the City and by the Housing Authority policies contained in ACOP; to discard of large bulk trash items only at times listed in the newsletter;
 - f) to keep unit entrance walkways free from vegetation and trash; and to remove snow and ice within 24 hours;
 - g) to conserve energy by turning off exhaust fans and keeping doors and windows closed in cold weather; never tamper with the thermostats;
 - h) to not use ranges and ovens as space heaters; electric, kerosene, and gasoline space heaters are prohibited
 - i) to refrain from, and cause household guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or project;
 - j) to not tamper with or damage smoke detector(s) or other mechanical and electrical equipment;
 - k) to refrain from placing any foreign objects down commode and drains, including feminine hygiene products;
 - l) to use only in a reasonable manner and for their intended purpose all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other such systems, including elevators;

- m) to make no alterations or redecoration to the interior of the dwelling unit, without Landlord's written approval, or to the equipment; to not install wallpaper, decals, or change the paint color; to make no alterations or repairs to the exterior of the dwelling unit or common areas;
- n) to not install additional equipment or major appliances, such as clothes dryers, freezers, dishwashers, ceiling fans, additional telephone lines, wall fixtures, chandeliers, utility buildings, radio or television aerials, or satellite dishes, without written consent of the Authority and in accordance with the Authority's policies and procedures contained in the ACOP;
- o) to make no changes to hardware, locks or install additional locks on doors or windows without the Authority's written approval;
- p) to use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit except and under the conditions prescribed in the ACOP;
- q) to refrain from placing signs or fences of any type in or about the dwelling;
- r) to maintain balconies in neat and orderly fashion; to not place rugs, carpets or mats, or grills of any type on balconies in high-rise buildings, and not to hang objects over or attach objects to railing in accordance with standards listed in ACOP;
- s) to comply with *Pest Control Program* requirements contained in ACOP;
- t) to install window shades, blinds or draperies in all windows of unit with approved hardware and white backing preferred; to remove all hardware at move-out;
- u) to maintain the yard in accordance with the *Clean Yard Policy* contained in the ACOP, including removal of leaves, trash, debris, toys, junk, or unsightly objects in the yard; no portable basketball nets permitted.
- v) to mow yards except in communities where the Authority is responsible to mow, to remove lawn furniture, and other objects in preparation for Authority mowing as specified in the ACOP and in notices from the Housing Authority;
- w) to not have swimming or wading pools in the interior or exterior of unit.
- x) to not use hoses, except at scattered sites;
- y) to install play equipment only as specified in the ACOP.
- z) to promptly report any damage or vandalism by Tenant, other members of Tenant's household, guests, or persons under Tenant's control, or the need for any repairs to the dwelling unit or premises, including but not limited to water leaks, running toilets, malfunctioning smoke detectors, and/or any missing or broken components; to promptly report graffiti damage or damage from forced entry to police and the Maintenance Department.

K. DEFECTS HAZARDOUS TO LIFE, HEALTH AND SAFETY

1. Emergency Defined. If the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health or safety of the occupants:
 - a) the Tenant shall immediately notify Landlord of the damage.
 - b) Landlord shall be responsible for repair of the unit within a reasonable time: provided, that if the damage was caused by the Tenant, Tenant's household or guests, the reasonable cost of the repairs shall be charged to the Tenant, including any insurance deductible assessed to Landlord;
 - c) Landlord shall offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time; and
 - d) Rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with this section or alternative accommodations are not provided in accordance with this section. Notwithstanding the foregoing, no abatement of rent shall occur if the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant, Tenant's household or guests. If Landlord determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of Tenant and alternative accommodations are refused by Tenant, the Lease shall be terminated, and any rent paid, minus any appropriate charges, will be refunded to Tenant.

- e) Landlord is not responsible for damage to the property/furnishings of Tenant resulting from the unforeseeable failure of building systems, acts of God, weather, etc. Examples include water damage from broken pipes, roof leaks, flooding, or fire.
- f) Landlord recommends that Tenant purchase renter's insurance to protect personal property if damaged or stolen and claims of personal injury.

L. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS

Landlord and the Tenant or a representative of the Tenant shall inspect the premises or dwelling unit prior to commencement of occupancy by Tenant. Landlord will furnish the Tenant with a written statement of the condition of the dwelling unit and the equipment provided with the unit. The statement shall be signed by the Landlord and the Tenant and the statement shall be retained by the Landlord in the Tenant file. The Landlord shall inspect the dwelling unit when the Tenant vacates the unit and will furnish the tenant with a statement of any charges due within the time period required by Maryland law. Tenant shall be provided the opportunity to participate in the termination inspection unless the tenant has vacated the premises without notice to Landlord.

M. ENTRY OF DWELLING UNIT DURING TENANCY

M

1. Advance Reasonable Notice. Landlord shall, upon written notification delivered to the Premises in advance at least two (2) days, be permitted to enter the Premises during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the Premises for re-leasing.

N

2. Entry Without Advance Notice. Landlord may enter the Premises, in Tenant's absence without advance notification when Tenant requests repairs, maintenance, or services or when there is reason to believe an emergency exists.
3. No Adult Home at Time of Entry. In the event Tenant and all adult members of the household are absent from the Premises at the time of entry, Landlord shall leave a notice specifying the date, time and purpose of entry prior to leaving the Premises.

N. NOTICE PROCEDURES

1. Notice to Tenant in Writing. Notice to a particular Tenant shall be in writing and such notice shall be delivered to the Tenant or to an adult member of the Tenant's household residing in the dwelling or sent by pre-paid first class mail properly addressed to the Tenant.
2. Notice To Housing Authority. Notice to Landlord shall be in writing, delivered to the Central Office or sent by pre-paid first class mail properly addressed.
3. Visually Impaired Tenant. If requested by Tenant who is visually impaired, notices will be provided in a format understandable by Tenant.
4. Notice to Vacate from Tenant. Tenant is required to give Landlord a thirty (30) day written notice of the intent to move out after the initial lease term of twelve (12) months. Landlord requires that Tenant complete an Intent to Vacate Notice at the Central Office. Landlord requests that Tenant participate in an exit interview. If Tenant does not give the required thirty (30) day written notice, Tenant shall be charged for the thirty (30) days rent. However, if the unit is re-rented in less than the thirty (30) days, Tenant is only charged for that portion of the thirty (30) days of which the unit was actually vacant. Move out cleaning and repair charges will be deducted from the Tenant's Security Deposit, in accordance with Maryland State Law.
5. Schedules of special charges for services, repairs and utilities and rules and regulations which are required to be incorporated in the Lease by reference shall be publicly posted in a conspicuous manner in the Central Office

and shall be furnished to applicants and Tenants on request. Such schedules, rules and regulations may be modified from time to time by the Landlord provided Landlord gives at least a 30-day written notice to each affected Tenant setting forth the proposed modification, the reasons therefor, and providing the Tenant an opportunity to present written comments which shall be taken into consideration by Landlord prior to the proposed modification becoming effective. A copy of each notice shall be: a) delivered directly or mailed to each Tenant; (b) or posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place in the Central Office.

O. TERMINATION OF TENANCY AND EVICTION

1. Landlord shall not terminate or refuse to renew this lease other than for a serious violation of this lease or for repeated violations of material terms of this lease, such as failure to make payments due under the lease or to fulfill tenant obligations, or for other good cause (including failure to accept the Landlord's offer of a lease revision). Examples of a serious violation for which only one violation would result in a lease termination include, but are not limited to, failure to pay rent and other charges when due, and violation of the firearms, criminal activity, or drug-related criminal activity provisions. Repeated violations of material terms of this lease means repeated violations of the same lease provision or a combination of violations of different lease provisions. Grounds for termination are as follows:

- m) Violation of any Tenant Obligation as outlined in the Public Housing Dwelling Lease.
- n) Criminal activity by the Tenant, any member of the household, a guest, or another person under the Tenant's control. Either of the following types of criminal activity shall be cause for termination of tenancy: 1) any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the public housing premises by other Tenants or employees of Landlord; and/or 2) any drug-related criminal activity on or off the premises.
- o) Violation of any HUD regulations and or Housing Authority Policies contained in this lease or the ACOP by reference, as determined by Landlord based on the seriousness of the offense or offenses.
- p) Failure to pay rent and other charges when due.
- q) Repeated late payment of rent resulting in the issuance of the Notice to Vacate.
- r) During any twelve (12) month period, if the Tenant has more than three (3) Judgments of Possessions entered against the Tenant, the Housing Authority, as part of the fourth (4th) Summary Ejectment proceeding filed during that same twelve (12) month period, will request the Foreclosure of the Right of Redemption. If this fourth (4th) Judgment of Possession is granted, the Tenant will be evicted regardless of whether the Tenant pays the rent prior to the scheduled set-out.
- s) Repeated late payment of a Repayment Agreement, which is defined as failure to make payment prior to the issuance of *the Notice of Late Payment of Repayment Agreement*.
- t) Misrepresentation to Landlord of family income, assets, or composition and failure to report increases in income within fourteen (14) calendar days as required by Interim Policy set forth in ACOP.

- u) Failure to supply, when required by Landlord, any certification, release of information, or documentation on family income or composition needed to process annual reexaminations or interim determinations.
- v) Possession of illegal firearms, weapons (as defined by Maryland State Law) or illegal drugs seized in an Authority unit by a law enforcement officer.
- w) Any fire on Authority premises caused by Tenant's negligence, household members or guests' actions or neglect.
- x) Repeated failure to attend scheduled appointments for reexaminations, special certifications, appointments for lease violations, or any other appointment required by Landlord to determine continued eligibility in accordance with ACOP.
- y) Repeated incidents of denying access for any type of inspection or failing to prepare for extermination. Repeated incidents means more than two (2) times per 12 consecutive months. Denying access and failing to prepare for extermination include but are not limited to cluttered rooms, poor housekeeping, unruly pets and latched doors.

2. Landlord shall give written notice of lease termination of:

- a) Fourteen (14) calendar days in the case of failure to pay rent;
- b) A reasonable time considering the seriousness of the situation (but not more than 30 calendar days) when the health or safety of other Tenants or Landlord's employees is threatened;
- c) One month or 30 days, whichever is longer, in any other case.

3. Contents of Notice of Lease Termination. Notice shall state specific grounds for termination, and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish. The notice shall also inform the Tenant of their right to examine Landlord documents directly relevant to the termination or eviction. When Landlord is required to afford the Tenant the opportunity for a grievance hearing, the notice shall also inform the Tenant of the Tenant's right to request a hearing in accordance with Landlord's Grievance Procedure. The Grievance Procedures are posted at the Central Office and at each Community Building and are contained in detail in the ACOP. The Tenant shall be provided a copy of any such document at the Tenant's expense. The Notice of Lease Termination required by State/local law may be combined with federal requirements or run concurrently with other lease termination notice(s).

4. Grievance Procedure Information. When Landlord is required to afford the Tenant the opportunity for a hearing under Landlord's Grievance Procedure for a grievance concerning the lease termination, the tenancy shall not terminate until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed. Any informal grievance shall be presented either in writing or orally to the Authority's Central Office at 35 West Baltimore Street, Hagerstown, Maryland, within ten (10) days after the date of occurrence. Maintenance grievances may be requested either orally or in writing to the Maintenance Department within ten (10) days. A written summary of the results of the informal grievance conference shall be provided to the complainant. If the complainant is not

satisfied with the results of the informal conference, the complainant shall submit a written request for a formal grievance hearing no later than ten (10) days from the date set forth on the summary of the results of the informal conference. The Hearing Officer shall prepare a written decision, within ten (10) days after the hearing.

When Landlord is not required to afford the Tenant the opportunity for a hearing under Landlord's Grievance Procedure, the notice of lease termination under this lease shall:

- a) State that the Tenant is not entitled to a grievance hearing on the termination.
 - b) Specify the judicial eviction procedure to be used by Landlord for eviction of the Tenant, and state that the U. S. Department of Housing and Urban Development has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in U. S. Department of Housing and Urban Development regulations.
 - c) State whether the eviction is for a criminal activity or for a drug-related criminal activity.
5. How Tenant is Evicted. Landlord may evict the Tenant from the unit only by bringing court action and complying with the State of Maryland statutory eviction requirements. If a Tenant, during the term of this Lease, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease, and cannot make arrangements for someone to aid him/her in complying with the Lease, and Landlord cannot make any reasonable accommodation that would enable Tenant to comply with the Lease, then Landlord will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and Landlord will terminate Tenant's lease.
6. Eviction for Criminal Activity. Landlord has the discretion to consider circumstances. In deciding to evict for any activity that threatens the health, safety or right to peaceful enjoyment of Landlord public housing Premises by other Tenants or employees of the Housing Authority, Landlord shall have discretion to consider all the circumstances, including the seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on family members not involved. In appropriate cases, Landlord may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the activity will not reside on the Premises. Landlord may require a family member who has engaged in the illegal use of drugs or alcohol to present evidence of successful completion of a treatment program as a condition to being allowed to reside on the premises.
7. Notice to Post Office. When Landlord evicts an individual or family from the Premises for engaging in criminal activity, including drug-related criminal activity, Landlord shall notify the local post office serving the Premises that such individual or family is no longer residing on the Premises.
8. Eviction-Right to Examine Housing Authority Documents. Landlord shall provide Tenant a reasonable opportunity to examine, at the Tenant's request, before a grievance hearing or court trial concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of the Housing Authority, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be allowed to copy any such document at the Tenant's expense. A notice of lease termination shall inform the Tenant of the Tenant's right to examine documents concerning the termination of tenancy or eviction, and if Landlord does not make such documents available for examination or review, then Landlord may not proceed with the eviction until the documents are made available.

P. PROVISION FOR MODIFICATIONS

The Lease must be executed by the Landlord and Tenant, except for automatic renewals of the lease. The lease may be modified at any time by written agreement of the Tenant and the Landlord.

Q. ACCOMMODATION OF PERSONS WITH DISABILITIES

For all aspects of this Lease and grievance procedures, a handicapped person shall be provided reasonable accommodation to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person. Landlord hereby provides notice to each Tenant that the Tenant may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the Tenant can meet the lease requirements or other requirements of tenancy.

R. MISCELLANEOUS

1. Headings. Paragraph headings appearing in this Lease have been inserted for the purpose of convenience and ready reference only. They do not purport to and are not to be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain or to be inapplicable to other paragraphs in the lease.
2. Waiver. No delay or failure by Landlord in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

EXECUTION: By the signatures below, Tenant and adult household occupants (Co-Tenants) agree to the terms and conditions of this Lease and all additional documents made a part of the Lease by reference or attached as Exhibits. In the event of default by any one (1) signatory each and every remaining signatory shall be responsible for timely payment of rent and for complying with all other provisions of this Lease. By the signatures(s) below I/we also acknowledge that the Provisions of this Lease Agreement and the Exhibits have been received and thoroughly explained to me/us. I/we further acknowledge that I/we understand my/our rights and responsibilities under the terms of this Lease Agreement and that all of my/our questions have been answered. I/we further acknowledge that I/we have been made aware of the location of the Public Housing Admissions and Continued Occupancy Policy (ACOP) and that I/we agree to comply with all of the policies set forth in that document that pertain to Tenant responsibilities.

Tenant: _____ (SEAL) Date _____

Co-Tenant _____ (SEAL)
Date _____

Co-Tenant _____ (SEAL) Date _____

Landlord _____ (SEAL) Date _____

_____ Hagerstown Housing Authority
Witness _____ (SEAL)
Date _____

- EXHIBITS:** (content subject to change)
- A. Policy for Safety and Security in Public Housing
 - B. Schedule of Charges
 - C. Utility Allowance Schedule
 - D. Grievance Procedures
 - E. Pet Policy
 - F. Physical Property Standards

Capital Grant Program

ANNUAL STATEMENT
(Budget)

FY 2000

PHA PLAN

FFY of Grant Approval: 2000

Capital Fund Program (CFP) Annual Statement

PART I – SUMMARY

[] Original Annual Statement

Line No.	Summary By Development Account	Total Estimated Cost
1	Total Non-CGP Funds	
2	1406 Operations	\$ 10,000
3	1408 Management Improvements	514,000
4	1410 Administration	169,000
5	1411 Audit	-0-
6	1415 Liquidated Damages	-0-
7	1430 Fees and Costs	54,000
8	1440 Site Acquisition	-0-
9	1450 Site Improvement	223,000
10	1460 Dwelling Structures	383,000
11	1465 Dwelling Equipment-Nonexpendable	84,000
12	1470 Non-dwelling Structures	17,000
13	1475 Non-dwelling Equipment	-0-
14	1485 Demolition	-0-
15	1490 Replacement Reserve	-0-
16	1492 Moving to Work Demonstration	-0-
17	1495.1 Relocation Costs	-0-
18	1498 Mod Used for Development	-0-
19	1502 Contingency	10,676
20	Amount of Annual Grant (Sum of lines 2-19)	1,464,676
21	Amount of Line 20 Related to LBP Activities	-0-
22	Amount of Line 20 Related to Section 504 Compliance	-0-
23	Amount of Line 20 Related to Security	300,000
24	Amount of line 20 Related to Energy Conservation Measures	-0-

**Annual Statement
Capital Fund Program
Part II – Implementation Schedule**

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account #	Total Est. Cost
MD6-01 Parkside Homes	Site Improvements	1450	\$12,000
	PHAS Ext. Improvements **	1450	3,000
	Tree Topping	1450	2,000
	PHAS Int. Improvements *	1460	5,000
	Appliance Replacements	1465	3,000
	Comm. Bldg. Ceiling Tile, etc.	1470	5,000
	Comm. Bldg. Windows	1470	5,000
	Subtotal		35,000
MD6-02 Westview Homes	Site Improvements	1450	5,000
	PHAS Ext. Improvements	1450	3,000
	PHAS Int. Improvements	1460	5,000
	Furnace Replacement (partial)	1460	15,000
	Appliance Replacement (partial)	1465	17,000
	Subtotal		45,000
MD6-04 Frederick Manor	Site Improvements	1450	20,000
	PHAS Ext. Improvements	1450	10,000
	Tree Topping	1450	3,000
	PHAS Int. Improvements	1460	40,000
	Appliance Replacement	1465	10,000
	Gym Heat Controls	1470	3,000
	Gym Fire Alarm/Detectors	1470	4,000
	Subtotal		90,000

Note: PHAS (Public Housing Assessment System) Improvements include Force Account (Mod Squad), correction of PHAS inspection deficiencies and completion of Extraordinary/Non-Routine maintenance work items.

*Interior: Cracked kitchen/bathroom vanity tops, plaster cracks, interior door refurbishment, non-routine painting, etc., and material costs.

**Exterior: Roof shingle/siding replacements, masonry crack filing, non-routine painting, etc., and material costs.

**Annual Statement
Capital Fund Program
Part II – Implementation Schedule**

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account #	Total Est. Cost
MD6-05 Douglass Court	Site Improvements	1450	\$5,000
	PHAS Ext. Improvements	1450	3,000
	Tree Topping	1450	2,000
	PHAS Int. Improvements	1460	3,000
	Appliance Replacements	1465	3,000
	Subtotal		16,000
MD6-06 Walnut Towers	Underground Tank Replacement	1450	80,000
	Site Improvements	1450	2,000
	PHAS Ext. Improvements	1450	5,000
	Tree Topping	1450	2,000
	Piping Upgrades	1460	80,000
	PHAS Int. Improvements	1460	25,000
	Switch Gear	1460	45,000
	Appliance Replacements	1465	8,000
Subtotal		247,000	
MD6-07 Noland Village	Tree Topping	1450	3,000
	Site Improvements	1450	5,000
	PHAS Ext. Improvements	1450	15,000
	PHAS Int. Improvements	1460	75,000
	Major Painting	1460	25,000
	Appliance Replacements	1465	15,000
Subtotal		138,000	
MD6-08 Potomac Towers - North	Site Improvements	1450	5,000
	PHAS Ext. Improvements	1450	5,000
	Tree Topping	1450	1,000
	PHAS Int. Improvements	1460	10,000
	Vinyl Floor Tile	1460	15,000
	Appliance Replacements	1465	12,000
Subtotal		48,000	

**Annual Statement
Capital Fund Program
Part II – Implementation Schedule**

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account #	Total Est. Cost
MD6-09 Scattered Sites	Site Improvements	1450	\$11,000
	PHAS Ext. Improvements	1450	3,000
	Tree Topping	1450	2,000
	PHAS Int. Improvements	1460	3,000
	Storm Doors	1460	9,000
	Appliance Replacements	1465	3,000
	Subtotal		
MD6-10 Scattered Sites	Site Improvements	1450	2,000
	PHAS Ext. Improvements	1450	2,000
	Tree Topping	1450	2,000
	PHAS Int. Improvements	1460	2,000
	Storm Doors	1460	6,000
	Appliance Replacements	1465	1,000
	Subtotal		
MD6-11 Potomac Towers - South	Site Improvements	1450	5,000
	PHAS Ext. Improvements	1450	3,000
	Tree Topping	1450	2,000
	PHAS Int. Improvements	1460	10,000
	Apt. Intercom Upgrade	1460	10,000
	Emergency Generator Control	1465	5,000
	Appliance Replacements	1465	7,000
Subtotal			42,000
PHA-Wide	Operations	1406	10,000
	Prorated Staff Salaries (Mod/PHAS/QHAWRA) and/or Unexpected Work Items		
	Subtotal		10,000
Management Improvements	Security Services	1408	300,000
	Community Policing	1408	25,000
	D.A.R.E. Officer	1408	25,000
	Easter Seals	1408	12,000
	PHAS Improvements	1408	1,000
	Computer Systems Upgrade	1408	43,000
	Consulting Fees (Westview Homes)	1408	76,000
	Executive Dept. Training	1408	6,000
	Housing Dept. Training	1408	7,000
	Accounting Dept. Training	1408	3,000
	Properties Dept. Training	1408	3,000
	Resident Services Dept. Training	1408	5,000
Information Services Dept. Training	1408	8,000	

	Subtotal		514,000
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**Annual Statement
Capital Fund Program
Part II – Implementation Schedule**

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account #	Total Est. Cost
MOD Administration	Staff Architect (75%)	1410	\$79,000
	Grants Secretary (50%)	1410	30,000
	Grants Coordinator	1410	60,000
	Subtotal		169,000
A & E	Westview Manor	1430	30,000
	Outside Engineering (piping 6-6)	1430	12,000
	A & E Sundry	1430	5,000
	A & E Travel	1430	7,000
	Subtotal		54,000
Contingency	1) Unknown cost increases	1502	10,676
	Subtotal		10,676

**Capital Fund Program
Part III – Supporting Table**

Development Number/Name HA-Wide Activities	All Funds Obligated Quarter Ending Date	All Funds Expended Quarter Ending Date
MD6-01 Parkside Homes	12/31/2001	12/31/2002
MD6-02 Westview Homes	12/31/2001	12/31/2002
MD6-04 Frederick Manor Homes	12/31/2001	12/31/2002
MD6-05 Douglass Court	12/31/2001	12/31/2002
MD6-06 Walnut Towers	12/31/2001	12/31/2002
MD6-07 Noland Village	12/31/2001	12/31/2002
MD6-08 Potomac Towers North	12/31/2001	12/31/2002
MD6-09 Scattered Sites	12/31/2001	12/31/2002
MD6-10 Scattered Sites	12/31/2001	12/31/2002
MD6-11 Potomac Towers South	12/31/2001	12/31/2002
PHA Wide	12/31/2001	12/31/2002

Capital Grant Program

FIVE-YEAR ACTION PLAN
(Budget)

FY 2001-2004

(See Annual Plan for Year 2000 Listing)

Five-Year Action Plan for Capital Fund

Dev. No.	Dev. Name	# of Vacant Units	% of Vacancies	Description of Needed Physical Improvements / Mgmt Improvements	Estimated Cost	Planned Start Date
MD6-01	Parkside Homes	1	2.5%	Management Improvements		
				Physical Improvements		
				Site Improvements	\$20,000	2001-2004
				PHAS Int. Improvements	20,000	2001-2004
				PHAS Ext. Improvements	12,000	2001-2004
				Appliance Replacements	12,000	2001-2004
				Comm. Bldg. Windows	5,000	2001
				Site Lighting	3,000	2001
				Apt. Air Conditioning	70,000	2002
				Interior Lighting	20,000	2002
				Shutter Replacement (partial)	9,000	2002
				Replace Crawlspace Pipes	20,000	2003
				Playground Equipment	6,000	2003
				Fence Replacement (perimeter)	10,000	2004
Subtotal	207,000					

**Five-Year Action Plan for
Capital Fund**

Dev. No.	Dev. Name	# of Vacant Units	% of Vacancies	Description of Needed Physical Improvements / Mgmt Improvements	Estimated Cost	Planned Start Date
MD6-02	Westview Homes *	2	1%	Management Improvements Physical Improvements Site Improvements PHAS Int. Improvements PHAS Ext. Improvements Appliance Replacements Furnaces Subtotal	 114,000	* 2001-2002 2001-2002 2001-2002 2001-2002 2001-2002
	* This community is targeted for HOPE VI Demolition/Revitalization					

**Five-Year Action Plan for
Capital Fund**

Dev. No.	Dev. Name	# of Vacant Units	% of Vacancies	Description of Needed Physical Improvements / Mgmt Improvements	Estimated Cost	Planned Start Date
MD6-04	Frederick Manor	3	2.4%	Management Improvements		
				Physical Improvements		
				Site Improvements	\$40,000	2001-2004
				PHAS Int. Improvements	116,000	2001-2004
				PHAS Ext. Improvements	40,000	2001-2004
				Appliance Replacements	44,000	2001-2004
				TV Cable Box Replacement	2,500	2001
				Floor Tile (Gym)	18,000	2001
				Entry Door Dead Bolts	27,000	2002
				Thermostat Replacements	10,000	2003
				Mailboxes	7,000	2004
				Comm. Bldg. Roof/Fascia	2,000	2004
				Apt. Air Conditioning	350,000	2004
				Comm. Bldg. Furnace	5,000	2004
Subtotal	661,500					

Five-Year Action Plan for Capital Fund

Dev. No.	Dev. Name	# of Vacant Units	% of Vacancies	Description of Needed Physical Improvements / Mgmt Improvements	Estimated Cost	Planned Start Date
MD6-05	Douglass Court	0	0%	Management Improvements Physical Improvements Site Improvements PHAS Int. Improvements PHAS Ext. Improvements Appliance Replacements Playground Equipment TV Cable Box Replacements Porch Posts & Rails Fence Replacement (Perimeter) Subtotal	 \$18,000 12,000 12,000 11,000 6,000 1,000 15,000 15,000 90,000	 2001-2004 2001-2004 2001-2004 2001-2004 2001 2001 2003 2004

**Five-Year Action Plan for
Capital Fund**

Dev. No.	Dev. Name	# of Vacant Units	% of Vacancies	Description of Needed Physical Improvements / Mgmt Improvements	Estimated Cost	Planned Start Date
MD6-05	Walnut Towers	0	0%	Management Improvements		
				Physical Improvements		
				Site Improvements	\$8,000	2001-2004
				PHAS Int. Improvements	100,000	2001-2004
				PHAS Ext. Improvements	20,000	2001-2004
				Appliance Replacements	33,000	2001-2004
				Water Heater #2	7,000	2001
				EPDM Roofing	50,000	2002
				Entry Canopy @ B Bldg.	15,000	2002
				AC Puzzle Room @ Comm. Room	5,000	2002
				Storage Improvements @ Comm. Room	4,000	2002
				Hedge/Fence North side of Bldg.	3,000	2002
				Outdoor Pavilion	25,000	2002
				Fire Alarm Upgrade	25,000	2003
Exterior Doors	3,000	2004				
Subtotal	298,000					

**Five-Year Action Plan for
Capital Fund**

Dev. No.	Dev. Name	# of Vacant Units	% of Vacancies	Description of Needed Physical Improvements / Mgmt Improvements	Estimated Cost	Planned Start Date
MD6-07	Noland Village	2	1%	Management Improvements		
				Physical Improvements		
				Site Improvements	\$20,000	2001-2004
				PHAS Int. Improvements	300,000	2001-2004
				PHAS Ext. Improvements	60,000	2001-2004
				Appliance Replacement	85,000	2001-2004
				Comm. Bldg. Windows	5,000	2001
				Gas Flexlines/Regulators	50,000	2002
				Dryer Hookups	150,000	2003
				Rear Shutters	27,000	2003
				Replace Rear Screen Walls	35,000	2003
				Postal Boxes	40,000	2003
				Clothesline Post Removal	5,000	2004
				Comm. Bldg. Ceiling Tile	5,000	2004
				Door Exterior Hardware	2,000	2004
				Playground Equipment	50,000	2004
				Subtotal	834,000	

**Five-Year Action Plan for
Capital Fund**

Dev. No.	Dev. Name	# of Vacant Units	% of Vacancies	Description of Needed Physical Improvements / Mgmt Improvements	Estimated Cost	Planned Start Date
MD6-08	Potomac Towers North	1	0.50%	Management Improvements Physical Improvements Site Improvements PHAS Int. Improvements PHAS Ext. Improvements Appliance Replacements Floor Tile Replacement Caulking (exterior sealant) Piping Replacement Pipe Insulation Balcony Bolt Replacement Asphalt Paving Trash Compactor Subtotal	 \$20,000 40,000 20,000 43,000 40,000 10,000 30,000 8,000 16,000 10,000 20,000 257,000	 2001-2004 2001-2004 2001-2004 2001-2004 2001-2004 2001 2003 2003 2003 2003 2004

**Five-Year Action Plan for
Capital Fund**

Dev. No.	Dev. Name	# of Vacant Units	% of Vacancies	Description of Needed Physical Improvements / Mgmt Improvements	Estimated Cost	Planned Start Date
MD6-09	Scattered Sites	0	0%	<p>Management Improvements</p> <p>Physical Improvements</p> Site Improvements PHAS Int. Replacements PHAS Ext. Improvements Appliance Replacements Lighting (Interior & Porch) Apt. Air Conditioning Door Weatherstripping Fence Replacement (perimeter) Water Hose Bibs	 \$20,000 12,000 12,000 11,000 8,000 180,000 3,000 10,000 12,000 268,000	 2001-2004 2001-2004 2001-2004 2001-2004 2001 2003 2003 2004 2004

**Five-Year Action Plan for
Capital Fund**

Dev. No.	Dev. Name	# of Vacant Units	% of Vacancies	Description of Needed Physical Improvements / Mgmt Improvements	Estimated Cost	Planned Start Date
MD6-10	Scattered Sites	1	5%	Management Improvements		
				Physical Improvements		
				Site Improvements	\$8,000	2001-2004
				PHAS Int. Improvements	8,000	2001-2004
				PHAS Ext. Improvements	8,000	2001-2004
				Appliance Replacements	5,000	2001-2004
				Floor Surface (2 nd Fl.)	30,000	2001
				Lighting (Interior & Porch)	5,000	2001
				Apt. Air Conditioning	30,000	2003
				Apt. Thermostats	2,000	2003
				Water Hose Bibs	2,000	2003
				Door Weatherstripping	2,000	2003
				Fence Replacement (perimeter)	8,000	2004
				Subtotal	108,000	

**Five-Year Action Plan for
Capital Fund**

Dev. No.	Dev. Name	# of Vacant Units	% of Vacancies	Description of Needed Physical Improvements / Mgmt Improvements	Estimated Cost	Planned Start Date
MD6-11	Potomac Towers South	0	0%	Management Improvements		
				Physical Improvements		
				Site Improvements	\$20,000	2001-2004
				PHAS Int. Improvements	40,000	2001-2004
				PHAS Ext. Improvements	12,000	2001-2004
				Appliance Replacements	25,000	2001-2004
				Water Heater Replacement	44,000	2001
				Caulking (exterior sealant)	10,000	2001
				Roofing Replacement	65,000	2002
				Elevator Lobby Glass	16,000	2003
				Door Signage	3,000	2004
				Vinyl Floor Tile	5,000	2004
				Window Shutters	8,000	2004
				Exterior Benches	2,000	2004
				Laundry	3,000	2004
				Interior Lighting	25,000	2004
				Lounge Improvements	18,000	2004
				Fire Alarm Upgrade	20,000	2004
				Subtotal	316,000	

**Five-Year Action Plan for
Capital Fund**

Dev. No.	Dev. Name	# of Vacant Units	% of Vacancies	Description of Needed Physical Improvements / Mgmt Improvements	Estimated Cost	Planned Start Date
MD6-AII	HA Wide			Operations Additional Operating Expenses	\$80,000	2001-2004
				MOD Administration Staff Architect (75%)	336,000	2001-2004
				Grant Secretary (50%)	148,000	2001-2004
				Grant Coordinator (100%)	252,000	2001-2004
				A & E Outside engineering & sundry costs	54,000	2001-2004
				Demolition (Mills Property) Demolition Cost	30,000	2001
				Contingency Unknown cost increases	80,000	2001-2004
	Total Optns/Mod/A&E/Contingency	980,000				

**Five-Year Action Plan for
Capital Fund**

Dev. No.	Dev. Name	# of Vacant Units	% of Vacancies	Description of Needed Physical Improvements / Mgmt Improvements	Estimated Cost	Planned Start Date
MD6-AII	HA Wide			Management Improvements Security Services Community Policing DARE Officer Easter Seals Training Executive Department Housing Department Accounting Department Properties Department Resident Services Department Informational Services Department PHAS Improvements Computer Upgrade Security Vehicle Rplcmnt-5 Olds Truck Replacement-1 Subaru Truck Replacement-1 Subaru Truck Replacement-MC Truck Replacement-92 Chev P/U Truck Replacement-92 Chev P/U Truck Replacement-92 Subaru Van 1 Replacement-93 Chev Van 2 Replacement-93 Chev Truck Replacement-94 Dump Toral Five-Year Management Improvement	1,050,000 100,000 100,000 48,000 24,000 28,000 12,000 12,000 20,000 30,000 5,000 120,000 20,000 13,000 13,000 19,000 17,000 17,000 13,000 15,000 15,000 24,000 1,715,000	2001-2004 2001-2004 2001-2004 2001-2004 2001-2004 2001-2004 2001-2004 2001-2004 2001-2004 2001-2004 2001-2004 2001-2004 2001 2001 2001 2002 2002 2002 2003 2003 2004

Public Housing Drug Elimination Program Plan

Note: THIS PHDEP Plan template (HUD 50075-PHDEP Plan) is to be completed in accordance with Instructions located in applicable PIH Notices.

Annual PHDEP Plan Table of Contents:

1. General Information/History
2. PHDEP Plan Goals/Budget
3. Milestones
4. Certifications

Section 1: General Information/History

A. Amount of PHDEP Grant \$259,530.00

B. Eligibility type (Indicate with an "x") N1 _____ N2 _____ R_ "x" _____

C. FFY in which funding is requested 2000 _____

D. Executive Summary of Annual PHDEP Plan

In the space below, provide a brief overview of the PHDEP Plan, including highlights of major initiatives or activities undertaken. It may include a description of the expected outcomes. The summary must not be more than five (5) sentences long

The activities in this grant will help the Authority provide opportunities to the youth and adults. The partnership established with the Boys & Girls Clubs can be continued and activities provided can be increased. This is an important part of the continued battle against crime and drugs. The collaboration between the Security Officer and the Police Officer will help in maintaining a safe environment and push out unwanted persons and activities.

E. Target Areas

Complete the following table by indicating each PHDEP Target Area (development or site where activities will be conducted), the total number of units in each PHDEP Target Area, and the total number of individuals expected to participate in PHDEP sponsored activities in each Target Area.

PHDEP Target Areas (Name of development(s) or site)	Total # of Units within the PHDEP Target Area(s)	Total Population to be Served within the PHDEP Target Area(s)
Parkside Homes	39	97
Westview Homes	210	512
Frederick Manor	125	332
Douglass Court	30	79
Walnut Towers	150	160
Noland Village	250	847
Potomac Towers North	200	213
Scattered Sites	30	92
Scattered Sites	20	54
Potomac Towers South	126	143

F. Duration of Program

Indicate the duration (number of months funds will be required) of the PHDEP Program proposed under this Plan (place an "x" to indicate the length of program by # of months. For "Other", identify the # of months).

6 Months _____ **12 Months** _____ **18 Months** _____ **24 Months** **"x"** _____ **Other** _____

G. PHDEP Program History

Indicate each FY that funding has been received under the PHDEP Program (place an "x" by each applicable Year) and provide amount of funding received. If previously funded programs have not been closed out at the time of this submission, indicate the fund balance and anticipated completion date. For grant extensions received, place "GE" in column or "W" for waivers.

Fiscal Year of Funding	PHDEP Funding Received	Grant #	Fund Balance as of Date of this Submission	Grant Extensions or Waivers	Anticipated Completion Date
FY 1995					
FY 1996 "x"	174,318	MD06DEP0060196	-0-		
FY 1997					
FY1998 "x"	354,000	MD06DEP0060198	159,412 (1/1/00)		12/13/00
FY 1999 "x"	254,530		259,530 (3/1/00)		12/09/01

Section 2: PHDEP Plan Goals and Budget

A. PHDEP Plan Summary

In the space below, summarize the PHDEP strategy to address the needs of the target population/target area(s). Your summary should briefly identify: the broad goals and objectives, the role of plan partners, and your system or process for monitoring and evaluating PHDEP-funded activities. This summary should not exceed 5-10 sentences.

In partnership with the Community College the adults of the communities will be provided continued assistance for preparation in job readiness and placement opportunities in the work world. Through continued support of the Boys & Girls Club, we will promote activities and educational enhancement programs with drug prevention programs that will provide basic needs for the youth of the communities and assist them in establishing goals and objectives they can reach as adults. Incentive programs, like the youth camp, will reward them for their achievements. A security officer who patrols the communities and investigates lease violations and criminal activities will work with over-time Hagerstown Police Officers to provide a safer environment. These activities in a combined effort will not only improve the lives of the people served, but through their achievements and a safer community will upgrade the neighborhood and the surrounding area within the City of Hagerstown. Activities will be monitored through reporting systems, tracking participation and accomplishments.

B. PHDEP Budget Summary

Enter the total amount of PHDEP funding allocated to each line item.

FY _2000___ PHDEP Budget Summary	
Budget Line Item	Total Funding
9110 – Reimbursement of Law Enforcement	20,000
9120 – Security Personnel	30,000
9130 – Employment of Investigators	
9140 – Voluntary Tenant Patrol	
9150 – Physical Improvements	
9160 - Drug Prevention	197,530
9170 - Drug Intervention	
9180 - Drug Treatment	
9190 - Other Program Costs	12,000
TOTAL PHDEP FUNDING	259,530

C. PHDEP Plan Goals and Activities

In the tables below, provide information on the PHDEP strategy summarized above by budget line item. Each goal and objective should be numbered sequentially for each budget line item (where applicable). Use as many rows as necessary to list proposed activities (additional rows may be inserted in the tables). PHAs are not required to provide information in shaded boxes. Information provided must be concise—not to exceed two sentences in any column. Tables for line items in which the PHA has no planned goals or activities may be deleted.

9110 – Reimbursement of Law Enforcement						Total PHDEP Funding: \$ 20,000	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount/Source)	Performance Indicators
1. Reimbursement of overtime police officers			1/2001	12/2001	\$20,000	0	Reports submitted by officers identifying activities and problem areas will be tracked. Meetings will be held with police department to recommend means of correcting problem areas.
2.							
3.							

9120 – Security Personnel						Total PHDEP Funding: \$ 30,000	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount/Source)	Performance Indicators
1. Security Officer			1/2001	12/2001	\$30,000	0	Reports logged on lease violators and reported to Director of Security. Logs will be kept on cases what measure have been taken to resolve problems and the final results.
2.							
3.							

9130 – Employment of Investigators					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Person s Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9140 – Voluntary Tenant Patrol					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Person s Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9150 – Physical Improvements					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Person s Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9160 – Drug Prevention					Total PHDEP Funding: \$ 197,530		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.Boys and Girls Club outreach programs at Noland Village and Westview Homes	130/mo	6-16 year olds	1/2001	12/2001	60,000		Testing of the youth at the beginning of each program and evaluate their test scores at the end of program. Number of youth served will be documented through sign in sheets, and tracking of repeated participants.
2. CHARACTER COUNTS! Which is a countywide program that provides a unified approach for community leaders to model ethical behavior for youth, adults, businesses, and governments through a six-pillar program.	130/mo	5 + year olds	1/2001	12/2001	5,000		Track the number of youth participating in the program through sign in sheets. HHA staff to report on sub-committee participation.
3. Youth Camps that will be an incentive builder and provide the youth of our communities the opportunity to attend camps that build self-esteem and character.	50	6-16 year olds	1/2001	12/2002	35,000		The youth will perform a self-evaluation of what was gained through their experience. Peer groups will be established working with the Boys and Girls Club who will establish a method of measurement to evaluate the camp will share experiences as mentors.
4. Welfare to Work Initiatives	200	18 + year olds	1/2001	12/2002	40,530		Programs will be measured through pre and post testing by means of computer software. Successful participants will be considered as employed.

5. Homework Coordinator	110/mo	5-18 year olds	1/2002	12/2002	15,000		Monthly progress reports including number of youth served, and grade improvement through report cards tracking.
6. Program Coordinator	200/mo	5-18 year olds	1/2002	12/2002	42,000		Monthly reports on the activities of the youth programs in each community and the number of youth served. Outreach of new or enhancement of present activities. Success and/or achievements or each program.

9170 - Drug Intervention						Total PHDEP Funding: \$	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9180 - Drug Treatment						Total PHDEP Funding: \$	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9190 - Other Program Costs						Total PHDEP Funds: \$12,000	
Goal(s)							
Objectives							

Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1. PHDEP Survey			11/2001	12/2001	12,000		Results from Survey
2.							
3.							

Section 3: Expenditure/Obligation Milestones

Indicate by Budget Line Item and the Proposed Activity (based on the information contained in Section 2 PHDEP Plan Budget and Goals), the % of funds that will be expended (at least 25% of the total grant award) and obligated (at least 50% of the total grant award) within 12 months of grant execution.

Budget Line Item #	25% Expenditure of Total Grant Funds By Activity #	Total PHDEP Funding Expended (sum of the activities)	50% Obligation of Total Grant Funds by Activity #	Total PHDEP Funding Obligated (sum of the activities)
<i>e.g Budget Line Item # 9120</i>	<i>Activities 1, 3</i>		<i>Activity 2</i>	
9110	Activity 1	20,000	Activity 1	20,000
9120	Activity 1	30,000	Activity 1	30,000
9130				
9140				
9150				
9160	Activities 1,2,3,4,5,6,	114,780	Activities 1,2,3,4,5,6	197,530
9170				
9180				
9190	Activity 1	12,000	Activity 1	12,000
TOTAL		\$176,780		\$259,530

Section 4: Certifications

A comprehensive certification of compliance with respect to the PHDEP Plan submission is included in the “PHA Certifications of Compliance with the PHA Plan and Related Regulations.”

COMMUNITY SERVICE AND FAMILY SELF-SUFFICIENCY REQUIREMENTS FOR PUBLIC HOUSING

Effective: Upon publication of final HUD regulations

Community service offers public housing residents an opportunity to contribute to the communities that support them.

(24 CFR 960.603-960.611)(Section 512 of the 1998 Act Amending Section 12 of the 1937 Act)

1. GENERAL:

In order to be eligible for continued occupancy, each adult (an adult is a person 18 years or older) family member must either

- (1) contribute eight (8) 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.

2. EXEMPTIONS:

The following adult members of tenant 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 activities
- 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 and who are in compliance with that program

3. NOTIFICATION OF THE REQUIREMENT

- A. All adult family members who are not exempt from the community service requirement shall be identified by the Hagerstown Housing Authority.

B. All such family members shall be notified 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 Hagerstown Housing Authority shall verify such claims.

C. The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after October 1, 1999. For family's paying a flat rent (or ceiling 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. Families who are over income when they initially occupy a public housing unit are not automatically exempt.

4. VOLUNTEER OPPORTUNITIES

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

B. 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).

C. The Hagerstown Housing Authority will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

5. THE PROCESS

At the first annual reexamination on or after October 1, 1999, and each annual reexamination thereafter, the Hagerstown Housing Authority 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.

6. NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

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

- A. The family member(s) has been determined to be in noncompliance;
- 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;

7. OPPURTUNITY FOR CURE

The Hagerstown Housing Authority 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 twelve-(12) month period. The cure shall occur over the twelve-(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.

END POLICY

Public/Community Service Requirements/11/18/99Final
Board Resolution 00-13