

PHA Plans

Streamlined 5-Year/Annual Version

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

OMB No. 2577-0226
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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937 that introduced 5-year and annual PHA Plans. The full PHA plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form allows eligible PHAs to make a streamlined annual Plan submission to HUD consistent with HUD's efforts to provide regulatory relief to certain PHAs. Public reporting burden for this information collection is estimated to average 11.7 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Information in PHA plans is publicly available.

Streamlined 5-Year Plan for Fiscal Years 2005 - 2010

Streamlined Annual Plan for Fiscal Year 2007

NOTE: This PHA Plan template (HUD-50075-SA) is to be completed in accordance with instructions contained in previous Notices PIH 99-33 (HA), 99-51 (HA), 2000-22 (HA), 2000-36 (HA), 2000-43 (HA), 2001-4 (HA), 2001-26 (HA), 2003-7 (HA), and any related notices HUD may subsequently issue. Full reporting for each component listed in the streamlined Annual Plan submitted with the 5-year plan is required.

Streamlined Five-Year PHA Plan Agency Identification

PHA Name: Housing Authority of the County of Riverside

PHA Number: CA027

PHA Fiscal Year Beginning: (mm/yyyy) 07/2007

PHA Programs Administered:

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

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

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

Public Access to Information

Information regarding any activities outlined in this plan can be obtained by contacting:
 (select all that apply)

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

Display Locations For PHA Plans and Supporting Documents

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

- Main administrative office of the PHA
- PHA development management offices
- PHA local offices
- Main administrative office of the local government
- Main administrative office of the County government
- Main administrative office of the State government
- Public library
- PHA website
- Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

- Main business office of the PHA
- PHA development management offices
- Other (list below)

East County Office: 44-199 Monroe Street, Suite B, Indio, CA 92201

Streamlined Five-Year PHA Plan PHA FISCAL YEARS 2005 - 2010

[24 CFR Part 903.12]

A. Mission

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

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

B. Goals

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

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

- PHA Goal: Expand the supply of assisted housing
Objectives:
 - Apply for additional rental vouchers: *Compete for U.S. Department of Housing and Urban Development (HUD) affordable housing funding available to Public Housing Authorities.*
 - Reduce public housing vacancies: *Increase outreach efforts to potential applicants, and strive to accomplish and maintain 95% occupancy.*
 - Leverage private or other public funds to create additional housing opportunities: *Seek opportunities to collaborate/partner with other public agencies, non-profit groups and private sector businesses to increase affordable housing, homeownership opportunities and self-sufficiency activities.*
 - Acquire or build units or developments: *Acquire land, build single family homes and sell them as opportunities for first time homebuyers at affordable prices.*
 - Other (list below)

- PHA Goal: Improve the quality of assisted housing
- Objectives:
- Improve public housing management: (PHAS score) *Maintain score of high performer, and improve customer satisfaction survey score in the areas of communication, safety and neighborhood appearance.*
 - Improve voucher management: (SEMAP score) *Maintain score of high performer.*
 - Increase customer satisfaction: *Continue using customer surveys to monitor and make improvements in the overall level of 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: *As identified in the Capital Fund Program Annual Statement and Five-Year Action Plan, replace obsolete light fixtures, cabinetry and flooring, add safety lighting and fencing, renovate or add community activity equipment, and continue to convert eastern county units from evaporative coolers to air conditioning systems due to extreme temperatures.*
 - Demolish or dispose of obsolete public housing: *Dispose of 8 scattered units of Public Housing in Riverside County and units located in a high crime and high poverty area of Moreno Valley.*
 - Provide replacement public housing:
 - Provide replacement vouchers: *Provide vouchers for those tenants displaced by the disposition of the Public Housing units, if approved.*
 - Other: (list below)
- PHA Goal: Increase assisted housing choices
- Objectives:
- Provide voucher mobility counseling: *Provide briefing sessions for families who are relocating, counseling them on how to successfully seek new housing opportunities.*
 - Conduct outreach efforts to potential voucher landlords: *Coordinate monthly landlord briefings, monthly Rental Fairs bringing together potential landlords and voucher holders, participate annually in the Apartment Association of the Greater Inland Empire Trade Show, and hold the California Certified Residential Manager training in-house, which area managers and property owners attend.*
 - Increase voucher payment standards: *Implement new payment standards based on the 50th percentile of Fair Market Rents as approved by HUD*
 - Implement voucher homeownership program: *Work with the Economic Development Agency's homeownership programs already existing in Riverside County to assist voucher holders with either down payment assistance or closing costs.*
 - Implement public housing or other homeownership programs:
 - Implement public housing site-based waiting lists:
 - Convert public housing to vouchers:
 - Other: *Implement and expand special programs to reach special-needs*

populations.

HOPWA program: This is an ongoing program. The City of Riverside is the Grantee of the HOPWA formula funding for both Riverside and San Bernardino County. The Housing Authority as the Project Sponsor administers the HOPWA grant throughout Riverside County. The goal of the HOPWA program is to prevent homelessness to individuals and/or families that have AIDS/HIV+, by providing long term rental assistance through the Housing Options Program and Short Term Rental, Mortgage and Utility Assistance through subcontractors in the community that serve this population (ie: Catholic Charities, Desert AIDS Project, Inland AIDS project, etc).

Shelter Plus Care Program: Expand the county-wide program by implementing a new grant to serve an additional 30+ mentally ill, homeless families or individuals by providing housing. Applicants are referred to the HA by the Department of Mental Health, who provides assistance to the clients in locating suitable housing and by providing supportive services.

Court-referral program: This is an on-going program. Families that have been identified as ones who would benefit from housing and would likely be successful in completing court programs and self-sufficiency programs are referred for Special Admission Vouchers to the HA from Riverside Court Services. All families participate in our FSS program in order to enable them to become self-sufficient and free of government assistance.

Emancipated Foster-care Youth Program: Implement a new program to target ten recently emancipated foster care youth, 18-20 years old for special admission vouchers. Youth will receive housing assistance, supportive services and will be enrolled in the family self sufficiency program, to give them the tools and opportunities to successfully transition from foster-care to independent, self-sufficient living.

Family Unification Program: This is an on-going program. Families that have been identified as requiring housing in order to unite parents with children are referred to the HA by the Department of Public Social Services to receive Special Admission Vouchers.

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

PHA Goal: Provide an improved living environment

Objectives:

- Implement measures to de-concentrate 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: *Improve lighting and fencing at Public Housing sites identified through crime prevention strategies.*
- Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
- Other: (list below) At Public Housing sites to:
Provide multi-family crime free prevention training/certification for any resident

manager hired during the year. Update each development's multi-family crime free certification on an annual basis.

Provide training to resident managers to enable them to receive their California Certification in Residential Management.

Continue to hold Community Day activities at public housing sites.

Partner with other entities to provide vocational and other useful resident courses at Public Housing locations with community facilities through the ROSS program.

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: *promote the participation of Section 8 families in the Family Self Sufficiency (FSS) program and the Resident Opportunities and Self Sufficiency (ROSS) program for Public Housing families.*
 - Provide or attract supportive services to improve assistance recipients' employability: *Through the FSS program, families are referred to the Workforce Development Center where they receive career exploration advice, job assessment, training and placement assistance.*
 - Provide or attract supportive services to increase independence for the elderly or families with disabilities: *partner and collaborate with the Community Access Center and the Department on Aging to assist the elderly and disabled with referrals to appropriate services.*
 - 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:

Other PHA Goals and Objectives: (list below)

- PHA Goal: Implement the requirements of Violence Against Women Act (VAWA) Objectives:
 - To protect certain victims of criminal domestic violence, dating violence, sexual assault, or stalking (as well as members of victims' immediate families) from losing their HUD assisted housing as a consequence of the abuse of which they were the victim.
 - Undertake affirmative measures to make tenants participating in the Section 8 Voucher and Public Housing Programs aware of the requirements of VAWA.
 - Undertake affirmative measures to make Owners participating in the Section 8 Voucher Program and Public Housing Program Managers aware of the requirements of VAWA.
 - Other: Participate with Alternatives to Domestic Violence (ADV)

The HA: provides victims with as many resources and options as possible, utilizes ADV as a resource and referral for such victims; is available to ADV for planning and coordination of available resources; invites ADV to attend Public Housing Community Days to provide resources to our tenants; and participates in appropriate cross training related to services available to victims of domestic violence and their families.

ADV: provides 24-hour crisis intervention, emergency shelter, advocacy, outreach support services, counseling and prevention education; conducts specialized training for appropriate personnel; provides referrals and services for victims of domestic violence and their families; and works in consultation with the HA to discuss strategies and implementation of mandated services.

Streamlined Annual PHA Plan
PHA Fiscal Year 2007
[24 CFR Part 903.12(b)]

Table of Contents

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

A. ANNUAL STREAMLINED PHA PLAN COMPONENTS

- 1. Housing Needs
- 2. Financial Resources
- 3. Policies on Eligibility, Selection and Admissions
- 4. Rent Determination Policies
- 5. Capital Improvements Needs
- 6. Demolition and Disposition
- 7. Homeownership
- 8. Civil Rights Certifications (included with PHA Certifications of Compliance)
- 9. Additional Information
 - a. PHA Progress on Meeting 5-Year Mission and Goals
 - b. Criteria for Substantial Deviations and Significant Amendments
 - c. Other Information Requested by HUD
 - i. Resident Advisory Board Membership and Consultation Process
 - ii. Resident Membership on the PHA Governing Board
 - iii. PHA Statement of Consistency with Consolidated Plan
 - iv. (Reserved)
- 10. Project-Based Voucher Program
- 11. Supporting Documents Available for Review
- 12. FY 2007 Capital Fund Program and Capital Fund Program Replacement Housing Factor, Annual Statement/Performance and Evaluation Report
- 13. Capital Fund Program 5-Year Action Plan
- 14. Other (List below, providing name for each item)

B. SEPARATE HARD COPY SUBMISSIONS TO LOCAL HUD FIELD OFFICE

Form HUD-50077, PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans;
Certification by State or Local Official of PHA Plan Consistency with Consolidated Plan.
For PHAs APPLYING FOR CAPITAL FUND PROGRAM (CFP) GRANTS:
Form HUD-50070, Certification for a Drug-Free Workplace;
Form HUD-50071, Certification of Payments to Influence Federal Transactions;
Form SF-LLL & SF-LLLa, Disclosure of Lobbying Activities.

Executive Summary (optional)

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

The Streamlined 5-Year and Annual PHA Plan contains the following components:

1. A statement of housing needs
2. A statement of financial resources
3. A statement of policies on eligibility, selection and admissions
4. A statement of rent determination policies
5. A statement of capital improvements needs
6. A statement of any disposition of property
7. A statement of homeownership programs administered and proposed
8. Civil Rights Certifications (included with PHA Certifications of Compliance)
9. Additional information regarding the PHA progress on meeting 5-Year mission and goals; criteria for substantial deviations and significant amendments; resident advisory board membership and consultation process; resident membership on the PHA governing board; and a PHA statement of consistency with Consolidated Plan.
10. Project-Based Voucher Program
11. Supporting Documents Available for Review
12. FY2007 Capital Fund Program Annual Statement/Performance and Evaluation Report.
13. Capital Fund Program 5-Year Action Plan

In the development of the streamlined 5-Year and Annual PHA Plan, the Housing Authority solicited input from its program participants and the Resident Advisory Board. A meeting was held on August 30, 2006. The HA consulted with the Fair Housing Council of Riverside County to obtain comments and suggestions. As part of the planning process, the Housing Authority examined existing operations and needs and designed strategies to address those needs.

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

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

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

Housing Needs of Families on the PHA's Waiting Lists			
Waiting list type: (select one)			
<input checked="" type="checkbox"/> Section 8 tenant-based assistance			
<input type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	29,703		9681
Extremely low income <=30% AMI	21,380	71.9	
Very low income (>30% but <=50% AMI)	7,417	24.9	
Low income (>50% but <80% AMI)	844	2.8	
Families with children	19,975	67.2	
Elderly families	1,538	5.2	
Families with Disabilities	4,613	15.5	
Race/ethnicity (1)	19,525	65.7	
Race/ethnicity (2)	8,291	27.9	
Race/ethnicity (3)	369	1.2	
Race/ethnicity (4)	525	1.7	
Race/ethnicity (5)	184	.6	
Race not given	809	2.7	
Characteristics by Bedroom Size (Public Housing Only)			
1BR			
2 BR			
3 BR			
4 BR			
5 BR			
5+ BR			
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes:			
How long has it been closed (# of months)?			
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed?			
<input type="checkbox"/> No <input type="checkbox"/> Yes			

Housing Needs of Families on the PHA's Waiting Lists			
Waiting list type: (select one)			
<input type="checkbox"/> Section 8 tenant-based assistance			
<input checked="" type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	39,001		5867
Extremely low income <=30% AMI	29,626	75.9	
Very low income (>30% but <=50% AMI)	7,501	19.2	
Low income (>50% but <80% AMI)	1,660	4.3	
Families with children	22,001	56.4	
Elderly families	3,894	10.0	
Families with Disabilities	10,839	27.8	
Race/ethnicity (1) White	25,749	66.0	
Race/ethnicity (2) African American	10,766	27.6	
Race/ethnicity (3) American Indian	521	1.3	
Race/ethnicity (4) Asian	714	1.8	
Race/ethnicity (5) Pacific Islander	241	.6	
Race Not Given	1,010	2.6	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	12,014	30.8	
2 BR	17,683	45.3	
3 BR	8,661	22.2	
4 BR	586	1.5	
5 BR	12	.03	
5+ BR	1	.02	
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes:			
How long has it been closed (# of months)?			
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed?			
<input type="checkbox"/> No <input type="checkbox"/> Yes			

B. Strategy for Addressing Needs

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

(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) HA has developed a homeownership program to provide low income families with affordable single family housing. Future goal is to provide additional multi-family housing for low income families.

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)
- Established preference to assist the elderly

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

Select all that apply

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

Other: (list below)

Established preference to assist the disabled

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

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

Select if applicable

Affirmatively market to races/ethnicities shown to have disproportionate housing needs

Other: (list below)

Strategy 2: Conduct activities to affirmatively further fair housing

Select all that apply

Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units

Market the section 8 program to owners outside of areas of poverty /minority concentrations

Other: (list below)

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

(2) Reasons for Selecting Strategies

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

Funding constraints

Staffing constraints

Limited availability of sites for assisted housing

Extent to which particular housing needs are met by other organizations in the community

Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA

Influence of the housing market on PHA programs

Community priorities regarding housing assistance

Results of consultation with local or state government

Results of consultation with residents and the Resident Advisory Board

Results of consultation with advocacy groups

Other: (list below)

2. Statement of Financial Resources

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

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

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2006 grants)		
a) Public Housing Operating Fund	1,222,984	
b) Public Housing Capital Fund	750,000	
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	52,037,147	
f) Resident Opportunity and Self-Sufficiency Grants		
g) Community Development Block Grant	140,000	
h) HOME		
Other Federal Grants (list below)		
i) HOPWA	996,423	Housing assistance for persons with AIDS to prevent homelessness
j) U.S. Department of Agriculture		Ripley Farm Worker Center operations, rehabilitation
2. Prior Year Federal Grants (unobligated funds only) (list below)		
Public Housing Capital Fund	1,117,773	Public housing capital maintenance and modernization
HOPWA	684,292	Housing assistance for persons with AIDS to prevent homelessness
Shelter Plus Care East 124,860 West \$219,060	343,920	Rental assistance in conjunction with Mental Health department to assist the homeless mentally ill
3. Public Housing Dwelling Rental Income		
Tenant Rental Income	1,584,031	Public housing operations
Other Tenant Charges	221,468	Public housing operations
4. Other income (list below)		

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
Investment income	402,935	General Housing Authority operations
4. Non-federal sources (list below)		
Farmworker Housing Grant		Ripley Farm Worker Center operations, rehabilitation
HA Authority Development (tenant rental income and other tenant charges)	117,194	Affordable housing operations owned by the HA in the City of Palm Springs
Total resources	59,620,167.00	

3. PHA Policies Governing Eligibility, Selection, and Admissions

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

A. Public Housing

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

(1) Eligibility

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

- When families are within a certain number of being offered a unit: (state number)
- When families are within a certain time of being offered a unit: 30 days
- 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: Credit History

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

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

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

(2)Waiting List Organization

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

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

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

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

East County Office (44-199 Monroe Street, Suite B, Indio, CA 92201); by mail; by facsimile; or by telephone

c. Site-Based Waiting Lists-Previous Year

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

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

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

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

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

d. Site-Based Waiting Lists – Coming Year

If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection **(3) Assignment**

1. How many site-based waiting lists will the PHA operate in the coming year?
2. Yes No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?
If yes, how many lists?
3. Yes No: May families be on more than one list simultaneously
If yes, how many lists?
4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?
 - PHA main administrative office
 - All PHA development management offices
 - Management offices at developments with site-based waiting lists
 - At the development to which they would like to apply
 - Other (list below)

(3) Assignment

- a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)
 - One
 - Two
 - Three or More
- b. Yes No: Is this policy consistent across all waiting list types?
- c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

(4) Admissions Preferences

- a. Income targeting:
 - Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?
- b. Transfer policies:
In what circumstances will transfers take precedence over new admissions? (list below)
 - Emergencies
 - Over-housed
 - Under-housed

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

c. Preferences

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

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

Former Federal preferences:

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

Other preferences: (select below)

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

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

3 Date and Time

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)

- Victims of domestic violence
- Substandard housing
- 2 Homelessness
- 2 High rent burden

Other preferences (select all that apply)

- 2 Working families and those unable to work because of age or disability
- 1 Veterans and veterans' families
- 2 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
- 3 Other preference(s) (list below)
Elderly and disabled families and families with children

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 (Statement of Policies)
- PHA briefing seminars or written materials
- Other source: Tenant Rules and Responsibilities
Agency Website

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:

(6) Deconcentration and Income Mixing

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

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

Deconcentration Policy for Covered Developments			
Development Name	Number of Units	Explanation (if any) [see step 4 at §903.2(c)(1)(iv)]	Deconcentration policy (if no explanation) [see step 5 at §903.2(c)(1)(v)]
Thermal	52	See explanation below	
Aladdin	19	See explanation below	
Banning	14	See explanation below	
Broadway	27	See explanation below	
San Jacinto	14	See explanation below	
Cathedral City	12	See explanation below	

Deconcentration Report

The average income of all families residing in each covered public housing development is \$16,609.

Our statistical report indicates that four (4) Riverside County sites fall below 85% of the County’s Public Housing average household income. The Riverside County Housing Authority has attributed the lower incomes to the following:

For the communities in the City of Banning (CA027008), and San Jacinto (CA027015):

- These complexes are very small, having 14 units each, and even one household with little or no income reduces the average income dramatically.
- The cities are located approximately 45 minutes to one hour’s drive from the City of Riverside, which is the largest population center of the County. The cities have relatively few resources. There is a lack of adequate public transportation and employment opportunities.
- The areas are identified by census track data to be areas comprised of high poverty households; therefore the household income reflects the existing population.

For the community of Cathedral City (CA02710):

- This property is very small, having 14 two bedroom units. As such, even one household with little or no income reduces the average income dramatically.
- According the U.S. Census data, the level of education for this community is over 10 percentage points lower than the national average, resulting in lower-paying jobs and lower incomes.
- This community is identified by census track data to be an area comprised of high poverty households; therefore the household income reflects the existing population.

For the community of Broadway (CA027011 and CA027014):

- This property is also located in an area identified by census track data to be comprised of high poverty households; therefore the household income reflects the existing populations.
- The property is located in an outlying area without effective public transportation to commute to jobs.

To target higher income households would likely deprive local families of needed affordable housing. There are very few higher income families in any of these communities.

Our statistical report identifies two (2) properties that fall above 115% of the county's average household income. The properties are listed below:

Thermal (CA027009, CA027017 and CA027031)

- Thermal II is comprised of three, four and five bedroom units. Larger bedroom size units have higher household incomes.
- Thermal has no private rental communities. Those families who may enter the program at lower incomes remain as incomes increase due to lack of housing options in the area. The property is the only multi-family location available in the area.

Aladdin (CA027041)

- This twenty (20) unit property is located in central Indio. It is comprised of two (2), three (3) and four (4) bedroom units. As our supplemental report shows, the larger units reflect larger household incomes, thereby increasing the averages.
- Indio is a major hub in the east county region. There are very good resources in the area including educational and employment opportunities as well as transportation. The site is located in the downtown area and services are readily accessible.

We note that while the average household income on these properties is over Riverside County's Public Housing average, they are still well below 40% of the area median income for Riverside County.

The current admission policy for Affordable Public Housing offers applicants a choice of all available units of appropriate size in the region of the county they have requested (East County is defined as the cities east of Beaumont). The incomes at these communities derive directly as a result of economic forces in the geographic areas.

B. Section 8

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

(1) Eligibility

- a. What is the extent of screening conducted by the PHA? (select all that apply)
- Criminal or drug-related activity only to the extent required by law or regulation
 - Criminal and drug-related activity, more extensively than required by law or regulation
 - More general screening than criminal and drug-related activity (list factors):
 - Other (list below)
- b. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
- c. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
- d. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)
- e. Indicate what kinds of information you share with prospective landlords? (select all that apply)
- Criminal or drug-related activity
 - Other (describe below)
- The names and addresses of current and former landlords when known, and tenant addresses.

(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)
- East County Office (44-199 Monroe Street, Suite B, Indio, CA 92201); by mail; by facsimile; or by telephone

(3) Search Time

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

If yes, state circumstances below:

As a special accommodation for families with a person with disabilities.

(4) Admissions Preferences

- a. Income targeting

- Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

- b. Preferences

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

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

Former Federal preferences

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

Other preferences (select all that apply)

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

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second

priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use “1” more than once, “2” more than once, etc.

3 Date and Time

Former Federal preferences:

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

Other preferences (select all that apply)

- 2 Working families and those unable to work because of age or disability
- 1 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
- 2 Other preference(s) (list below)

Elderly families, disabled families and families with minor children.

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)

Agency website

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

- Through published notices
 Other (list below)

4. PHA Rent Determination Policies

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

A. Public Housing

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

(1) Income Based Rent Policies

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

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

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

b. Minimum Rent

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

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

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

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

The PHA has established a Minimum Rent of \$50 monthly. Families will be required to pay minimum rent unless they request an exemption because of financial hardship. Financial hardship includes these situations:

(i) When the family has lost eligibility for or is awaiting an eligibility determination for a federal, State, or local assistance program, including a family that includes a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;

(ii) When the family would be evicted because it is unable to pay the minimum rent;

(iii) When the income of the family has decreased because of changed circumstances, including loss of employment;

(iv) When a death has occurred in the family; and

(v) Other circumstances determined by the PHA or HUD.

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

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

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

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

For the earned income of a previously unemployed household member

For increases in earned income

Fixed amount (other than general rent-setting policy)

If yes, state amount/s and circumstances below:

Fixed percentage (other than general rent-setting policy)

If yes, state percentage/s and circumstances below:

For household heads

For other family members

For transportation expenses

For the non-reimbursed medical expenses of non-disabled or non-elderly families

Other (describe below)

e. Ceiling rents

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

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

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

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

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

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

f. Rent re-determinations:

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

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

Anytime a family experiences any change in income or family composition

g. Yes No: Does the PHA plan to implement individual savings accounts for residents

(ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in

of rent increases in the next year?

(2) Flat Rents

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

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

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 - HUD approved 50% FMR
Above 100% but at or below 110% of FMR
- Above 110% of FMR (if HUD approved; describe circumstances below)

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

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

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

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

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

- Annually
 Other (list below)

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

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

(2) Minimum Rent

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

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

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

A family is exempt from minimum rent if the family is unable to pay the minimum rent because of financial hardship. Financial hardship includes these situations:

(i) When the family has lost eligibility for or is awaiting an eligibility determination for a federal, State, or local assistance program, including a family that includes a member who is a noncitizen

lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;

(ii) When the family would be evicted because it is unable to pay the minimum rent;

(iii) When the income of the family has decreased because of changed circumstances, including loss of employment;

(iv) When a death has occurred in the family; and

(v) Other circumstances determined by the HA or HUD.

5. Capital Improvement Needs

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

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

A. Capital Fund Activities

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

(1) Capital Fund Program

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

- b. Yes No: Does the PHA propose to use any portion of its CFP funds to repay debt incurred to finance capital improvements? If so, the PHA must identify in its annual and 5-year capital plans the development(s) where such improvements will be made and show both how the proceeds of the financing will be used and the amount of the annual payments required to service the debt. (Note that separate HUD approval is required for such financing activities.).

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

Applicability of sub-component 5B: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

(1) Hope VI Revitalization

- a. Yes No: Has the PHA received a HOPE VI revitalization grant? (if no, skip to next component; if yes, provide responses to questions on chart below for each grant, copying and completing as many times as necessary)

- b. Status of HOPE VI revitalization grant (complete one set of questions for each grant)
Development name:
Development (project) number:
Status of grant: (select the statement that best describes the current status)
 - Revitalization Plan under development
 - Revitalization Plan submitted, pending approval
 - Revitalization Plan approved
 - Activities pursuant to an approved Revitalization Plan underway

- c. Yes No: Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year? If yes, list development name/s below:

- d. Yes No: Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year? If yes, list developments or activities below:
- e. Yes No: Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement? If yes, list developments or activities below:

6. Demolition and Disposition

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

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

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

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

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

[24 CFR Part 903.12(b), 903.7(k)(1)(i)]

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

(2) Program Description

a. Size of Program

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

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

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:

The head of household, spouse or other adult member(s) of the household that will hold title to the home must have a combined annual gross income of not less than the very-low income limits adjusted for the family size (30% of the Median Family Income) and must not exceed (80% if the median Family Income) as determined by HUD.

FSS participants may use FSS escrows towards the down payment requirement. Families with an Individual Development Account (IDA) may also count these funds towards the minimum down payment.

The minimum down payment requirement may be waived for families with a disabled family member, if they qualify for special loan products by the lender as a reasonable accommodation for a disability.

The family must have completed an initial HCV lease term and completed the family's first annual recertification in the HCV Program. The family must terminate a current lease agreement in compliance with the lease when transitioning into homeownership.

Family members may not owe any debt to the HACR or other housing authority.

The family must maintain a good tenant standing with its landlord and the HACR. This includes:

Adhering to the requirements of the lease agreement
No outstanding debts to the landlord or to any utility company
Passing the most recent Housing Quality Standards (HQS) inspection with no significant tenant-caused failure items

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

1. Market the program to eligible families.
2. Identify families eligible to participate in the program.
3. Coordinate orientation sessions with program partners.

4. Refer families to program partners for eligibility determination.

(3) Capacity of the PHA to Administer a Section 8 Homeownership Program

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

- a. Establishing a minimum homeowner downpayment requirement of at least 3 percent of purchase price and requiring that at least 1 percent of the purchase price comes from the family's resources.
- b. Requiring that financing for purchase of a home under its Section 8 homeownership will be provided, insured or guaranteed by the state or Federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards.
- c. Partnering with a qualified agency or agencies to administer the program (list name(s) and years of experience below).
The Economic Development Agency (EDA). The EDA's First Time Homebuyers Program (FTHP) has been operating since 1995.
- d. Demonstrating that it has other relevant experience (list experience below).

8. Civil Rights Certifications

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

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

9. Additional Information

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

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

(Provide a statement of the PHA's progress against the goals and objectives established in the previous

5-Year Plan for the period FY 2001 -2005.

The PHA continues to make progress in meeting the mission and goals described in the 5- year Plan. Toward this end, the PHA continued to make a concerted effort to increase the availability of decent, safe, and affordable housing by: expanding the supply of assisted housing; improving the quality of assisted housing; and increasing assisted housing choices. The PHA improved community quality of life and economic vitality by providing an improved living environment. In addition, the PHA continued to promote self-sufficiency and the development of assets of families and individuals. To ensure equal opportunity in housing for all Americans, the PHA affirmatively furthers fair housing objectives.

B. Criteria for Substantial Deviations and Significant Amendments

(1) Amendment and Deviation Definitions

24 CFR Part 903.7(r)

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

a. Substantial Deviation from the 5-Year Plan

Criteria that would constitute a Substantial Deviation from its 5-Year Plan:

1. Changes to rent or admissions policies or organization of the waiting list;
2. Additions of non-emergency work items (items not included in the current Annual Statement or Five-year Action Plan) or change in the use of replacement reserve funds under the Capital Fund; and
3. Any change with regard to demolition or disposition, designation, homeownership programs or conversion activities.

b. Significant Amendment or Modification to the Annual Plan

Requirements for Significant Amendment or Modification to the Annual Plan.

1. The PHA must consult with the Resident Advisory Board (as defined in 24 CFR 903.13);
2. The PHA must ensure consistency with the Consolidated Plan of the jurisdiction(s) (as defined in 24 CFR 903.15); and
3. The PHA must provide for a review of the amendments/modifications by the public during a 45-day public review period (as defined in 24 CFR 903.17)
4. The PHA may not adopt the amendment or modification until the PHA has duly called a meeting of its Board of Commissioners. This meeting, at which the amendment or modification is adopted, must be open to the public. The PHA may not implement the amendment or modification until notification of the amendment or modification is provided to HUD and approved by HUD in accordance with HUD's plan review procedures (as defined at 24 CFR 903.23).

C. Other Information

[24 CFR Part 903.13, 903.15]

(1) Resident Advisory Board Recommendations

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

If yes, provide the comments below:

PHA AGENCY PLAN

No written comments were received.

SECTION 8 ADMINISTRATIVE PLAN

Several members commented that they were unaware of the Violence Against Women Act and how that affected this program.

STATEMENT OF POLICIES

No written comments were received.

HOMEOWNERSHIP PROGRAM

No comments were made

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

Considered comments, but determined that no changes to the PHA Plan were

necessary.

The PHA changed portions of the PHA Plan in response to comments
List changes below:

Other: (list below)

(2) Resident Membership on PHA Governing Board

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

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

Yes No:

If yes, complete the following:

Name of Resident Member of the PHA Governing Board: Gerald Davis, Sr.

In addition, we are in the process of soliciting a resident senior member, 62 years of age or older.

Method of Selection:

Appointment

The term of appointment is (include the date term expires): 2 years

(expires June 30, 2008)

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

Description of Resident Election Process

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

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

Eligible candidates: (select one)

- Any recipient of PHA assistance (general member)
 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) Any recipient of PHA assistance who is at least 62 years of age (senior member)

Eligible voters: (select all that apply)

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

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

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

Date of next term expiration of a governing board member: JUNE 6, 2008

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

(3) PHA Statement of Consistency with the Consolidated Plan

[24 CFR Part 903.15]

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

Consolidated Plan jurisdiction: County of Riverside

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

- The PHA has based its statement of needs of families on its waiting list on the needs expressed in the Consolidated Plan/s.
- The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
- The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)
The Housing Authority of the County of Riverside (HACR) will apply for vouchers to serve the needs of as many extremely low and very low income families throughout the county as possible. Our preferences for those who live or work in the county, elderly or disables, or families with children, those rent-burdened or homeless, and those at or below 30% of the median income are shown to be of greatest need and are consistent with the county-wide needs.
- Other: (list below)

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

The PHA plan is consistent with the objectives of the county in the production and preservation of affordable housing and services to persons of extremely low, very low, low, and moderate income. The preferences serve those with the greatest need.

Consolidated Plan jurisdiction: City of Riverside

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

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

with the initiatives contained in the Consolidated Plan. (list below)
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Other: (list below)

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

The PHA plan is consistent with the objectives of the county in the production and preservation of affordable housing and services to persons of extremely low, very low, low, and moderate income. The preferences serve those with the greatest need.

Consolidated Plan jurisdiction: City of Corona

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

The PHA has based its statement of needs of families on its waiting list on the needs expressed in the Consolidated Plan/s.

The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.

The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.

Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)
The Housing Authority of the County of Riverside (HACR) will apply for vouchers to serve the needs of as many extremely low and very low income families throughout the county as possible. Our preferences for those who live or work in the county, elderly or disables, or families with children, those rent-burdened or homeless, and those at or below 30% of the median income are shown to be of greatest need and are consistent with the county-wide needs.

Other: (list below)

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

The PHA plan is consistent with the objectives of the county in the production and preservation of affordable housing and services to persons of extremely low, very low, low, and moderate income. The preferences

serve those with the greatest need.

Consolidated Plan jurisdiction: City of Hemet

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

- The PHA has based its statement of needs of families on its waiting list on the needs expressed in the Consolidated Plan/s.
- The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
- The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)
The Housing Authority of the County of Riverside (HACR) will apply for vouchers to serve the needs of as many extremely low and very low income families throughout the county as possible. Our preferences for those who live or work in the county, elderly or disables, or families with children, those rent-burdened or homeless, and those at or below 30% of the median income are shown to be of greatest need and are consistent with the county-wide needs.
- Other: (list below)

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

The PHA plan is consistent with the objectives of the county in the production and preservation of affordable housing and services to persons of extremely low, very low, low, and moderate income. The preferences serve those with the greatest need.

Consolidated Plan jurisdiction: City of Moreno Valley

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

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

with the initiatives contained in the Consolidated Plan. (list below)
The Housing Authority of the County of Riverside (HACR) will apply for vouchers to serve the needs of as many extremely low and very low income families throughout the county as possible. Our preferences for those who live or work in the county, elderly or disables, or families with children, those rent-burdened or homeless, and those at or below 30% of the median income are shown to be of greatest need and are consistent with the county-wide needs.

Other: (list below)

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

The PHA plan is consistent with the objectives of the county in the production and preservation of affordable housing and services to persons of extremely low, very low, low, and moderate income. The preferences serve those with the greatest need.

Consolidated Plan jurisdiction: City of Palm Springs

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

The PHA has based its statement of needs of families on its waiting list on the needs expressed in the Consolidated Plan/s.

The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.

The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.

Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)
The Housing Authority of the County of Riverside (HACR) will apply for vouchers to serve the needs of as many extremely low and very low income families throughout the county as possible. Our preferences for those who live or work in the county, elderly or disables, or families with children, those rent-burdened or homeless, and those at or below 30% of the median income are shown to be of greatest need and are consistent with the county-wide needs.

Other: (list below)

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

The PHA plan is consistent with the objectives of the county in the production and preservation of affordable housing and services to persons of extremely low, very low, low, and moderate income. The preferences

serve those with the greatest need.

Consolidated Plan jurisdiction: City of Palm Desert

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

- The PHA has based its statement of needs of families on its waiting list on the needs expressed in the Consolidated Plan/s.
- The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
- The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)
The Housing Authority of the County of Riverside (HACR) will apply for vouchers to serve the needs of as many extremely low and very low income families throughout the county as possible. Our preferences for those who live or work in the county, elderly or disables, or families with children, those rent-burdened or homeless, and those at or below 30% of the median income are shown to be of greatest need and are consistent with the county-wide needs.
- Other: (list below)

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

The PHA plan is consistent with the objectives of the county in the production and preservation of affordable housing and services to persons of extremely low, very low, low, and moderate income. The preferences serve those with the greatest need.

(4) (Reserved)

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

10. Project-Based Voucher Program

- a. Yes No: Does the PHA plan to “project-base” any tenant-based Section 8 vouchers in the coming year? If yes, answer the following questions.
- b. Yes No: Are there circumstances indicating that the project basing of the units, rather than tenant-basing of the same amount of assistance is an appropriate option?

If yes, check which circumstances apply:

- Low utilization rate for vouchers due to lack of suitable rental units
- Access to neighborhoods outside of high poverty areas
- Other (describe below:)

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

Number of units: The PHA projects that it may project-base up to 20% of its
 Section 8 vouchers.
 General location: The project-based vouchers will be used to bring economic
 development to Riverside County. The project-
 based assistance will be used to assist renewal
 communities, Enterprise Zones, and Redevelopment areas.
 Consistency with plan: The use of the
 project-based vouchers is consistent with the goals of
 deconcentrating poverty (the percent of families living below
 poverty level is 19.0%) and it also expands housing and economic
 opportunities to families residing in the area and creates housing
 opportunities in renewal communities, Enterprise Zones and
 Redevelopment areas.

11. List of Supporting Documents Available for Review for Streamlined Five-Year/ Annual PHA Plans

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

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
X	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans.</i>	Standard 5 Year and Annual Plans; streamlined 5 Year Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan.	5 Year Plans
X	Fair Housing Documentation Supporting Fair Housing Certifications: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans
X	Housing Needs Statement of the Consolidated Plan for the jurisdiction(s) in which the PHA is located and any additional backup data to support statement of housing needs for families on the PHA’s public housing and Section 8 tenant-based waiting lists.	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP] and the Site-Based Waiting List Procedure.	Annual Plan: Eligibility, Selection, and Admissions Policies

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
X	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. <input checked="" type="checkbox"/> Check here if included in the public housing A&O Policy.	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the method for setting public housing flat rents. <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
X	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
X	Section 8 rent determination (payment standard) policies (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment standard policies. <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation).	Annual Plan: Operations and Maintenance
X	Results of latest Public Housing Assessment System (PHAS) Assessment (or other applicable assessment).	Annual Plan: Management and Operations
X	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-Sufficiency
X	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
X	Any policies governing any Section 8 special housing types <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
	Consortium agreement(s).	
X	Public housing grievance procedures <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures. <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
X	The Capital Fund/Comprehensive Grant Program Annual Statement /Performance and Evaluation Report for any active grant year.	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants.	
	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.	
X	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. See PIH Notice 99-52 (HA).	Annual Plan: Capital Needs
X	Approved or submitted applications for demolition and/or disposition of public housing.	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans).	
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937.	
	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	
X	Approved or submitted public housing homeownership programs/plans.	Annual Plan:

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
		Homeownership
X	Policies governing any Section 8 Homeownership program (Addition to the Section 8 Administrative Plan)	Annual Plan: Homeownership
X	Public Housing Community Service Policy/Programs <input checked="" type="checkbox"/> Check here if included in Public Housing A & O Policy	Annual Plan: Community Service & Self-Sufficiency
X	Cooperative agreement between the PHA and the TANF agency and between the PHA and local employment and training service agencies.	Annual Plan: Community Service & Self-Sufficiency
X	FSS Action Plan(s) for public housing and/or Section 8.	Annual Plan: Community Service & Self-Sufficiency
X	Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing.	Annual Plan: Community Service & Self-Sufficiency
X	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports for public housing.	Annual Plan: Community Service & Self-Sufficiency
X	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Pet Policy
X	The results of the most recent fiscal year audit of the PHA conducted under the Single Audit Act as implemented by OMB Circular A-133, the results of that audit and the PHA's response to any findings.	Annual Plan: Annual Audit
	Consortium agreement(s), if a consortium administers PHA programs.	
	Consortia Joint PHA Plans ONLY: Certification that consortium agreement is in compliance with 24 CFR Part 943 pursuant to an opinion of counsel on file and available for inspection	
	Other supporting documents (optional). List individually.	(Specify as needed)



**ADMINISTRATIVE PLAN
FOR THE HOUSING CHOICE
VOUCHER PROGRAM**

**Housing Authority of the
County of Riverside**

April 2007

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Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Section 8 Program was enacted as part of the Housing and Community Development Act of 1974, which re-codified the U.S. Housing Act of 1937. The Act has been amended from time to time, and its requirements are described in, and implemented through this Administrative Plan.

Administration of the Section 8 Program and the functions and responsibilities of the Housing Authority of the County of Riverside (HA) staff shall be in compliance with the United States Department of Housing and Urban Development's (HUD) Section 8 Regulations as well as federal, state and local fair housing laws and regulations.

The HA is committed to the goals and policies contained in the Housing Element of the General Plan for the County of Riverside and the County of Riverside Consolidated Plan.

A. PURPOSE OF THE PLAN

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

The HA is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence.

B. SERVICE POLICY/ACCOMMODATIONS

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

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

The HA's policies and practices are designed to provide assurances that all persons with disabilities will be provided reasonable accommodations so that they may have equal access to the housing programs and related services. Persons requiring special accommodations due to a disability must notify the HA of their needs.

In matters where the HA has discretion, waivers to existing policy shall be determined by the Assistant Director or designee.

C. TRANSLATION OF DOCUMENTS

The Housing Authority will translate documents into other languages when feasible.

D. FAMILY OUTREACH

It is the goal of the HA to assure that participating families in the program are representative of the County's targeted population groups, as identified in the Consolidated Plan of its area of operation. The HA will publicize and disseminate information to make known the availability of housing assistance and related services for low income families on an as needed basis. The HA will publicize the availability and nature of housing assistance for low income families in a newspaper of general circulation, minority media, and by other suitable means (such as distributing information to non-profit agencies within the county).

E. PRIVACY RIGHTS AND PROVIDING INFORMATION TO OWNERS

The HA's policy regarding release of information is in accordance with state and local laws which restricts the release of family information.

The HA's practices and procedures are designed to safeguard the privacy of applicants, program participants, and participating owners or property managers. All applicant and participant files will be stored in a secure location that is only accessible by authorized staff. Owner records will be filed with the participant's file but will be removed from the file prior to the participant reviewing it.

In accordance with HUD requirements, the HA will furnish prospective owners with the names and addresses of current and prior landlords of applicants and participants for tenant screening purposes.

F. EQUAL OPPORTUNITY

The HA practices equal opportunity in hiring, promotion and conditions of employment. The HA will comply with the equal opportunity housing requirements in regard to non-discrimination in housing.

G. SPECIAL HOUSING TYPES

The HA routinely provides Manufactured home space rental assistance and will provide Shared Housing, Single Room Occupancy (SRO), Congregate housing, group home and/or cooperative housing assistance as a reasonable accommodation to applicants and participants who request it in order to make the program more accessible. Except where specifically regulated, all HA policies in this Administrative Plan also apply to the special housing types.

H. RULES AND REGULATIONS

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

I. JURISDICTION

The HA's area of operation is all of the incorporated and unincorporated cities and areas in Riverside County.

J. MONITORING PROGRAM PERFORMANCE

The HA will monitor program performance in compliance with the Annual Contributions Contract and other applicable laws, regulations and guidelines. It is the agency's objective to receive the highest rating from HUD using the Section 8 Management Assessment Program (SEMAP).

The HA will monitor Housing Quality Standards (HQS) in accordance with the Code of Federal Regulations 24 CFR Part 982, by conducting quality control inspections in an amount necessary to meet HUD requirements.

K. INTERNAL PROGRAM REVIEW OPERATIONS

The Housing Authority of the County of Riverside administers an Internal Program Review Operations (IPRO) program. The purpose of the program is to ensure that public funds are paid only on behalf of qualified and eligible participants, and to landlords and owners who comply with all contract provisions in accordance with federal regulations.

IPRO staff investigates any suspected program abuse or misconduct. In addition to conducting investigations into suspected program abuse, conferences are conducted with participants, owners, and employees suspected of violating program requirements. Conferences reinforce the obligation to comply with program regulations. IPRO staff conducts independent inspections and random audits of housing assistance files. Confirmation and verification of participant information and housing quality are obtained by visual inspection and file examination.

IPRO also staffs a toll-free fraud hotline. Through this hotline, the public can anonymously report any suspected participant/owner/employee fraud. The fraud hotline number is available through the internet web site, reply envelopes, and Housing Authority newsletters.

The HA actively pursues collection through court procedures from both landlords and participants who have violated program rules. The HA collaborates with the Office of Inspector General and local law enforcement agencies to pursue criminal convictions for program fraud.

L. REQUESTS FOR INFORMATION FROM FILES

The HA will make records available to individuals and organizations with legitimate purposes. In order not to cause a financial burden on the HA, charges for this information will be 25 cents per page for photocopies, and \$20 per hour for staff time in locating and gathering information. If the file is stored in archives, an additional \$35 fee will be charged to request it from storage.

M. USE OF ADMINISTRATIVE FEE RESERVE

The HA Board of Commissioners must authorize any withdrawal from administrative fee reserves proposed through the annual budget approval process. The Board of Commissioners must authorize any amount in excess of \$75,000 per occurrence that is used during the fiscal year in addition to the previously approved amount.

N. CODE OF CONDUCT

All employees are expected to abide by the Code of Conduct for the Housing Authority, which is included as Appendix B of this document.

Chapter 2

ELIGIBILITY FOR ADMISSION

INTRODUCTION

This chapter defines the HUD and HA criteria for admission and denial of admission to the program. The policy of the HA is to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply. The HA staff will review all information provided by the family carefully and without regard to factors other than those defined in this chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the HA pertaining to their eligibility.

To be eligible for participation, an applicant must meet HUD criteria, as well as any permissible additional criteria established by the HA, i.e., Amended Policy on Zero Tolerance of Criminal Activity (see Appendix C), and established local preferences (see Chapter 4).

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

A. QUALIFICATION AS A FAMILY

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

A group of persons may be:

Two or more persons sharing residency whose combined income and resources are available to meet the household needs, or who have evidence of a stable family relationship.

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

A minor who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the child's temporary absence from the home, and is not intended to enlarge the space available for other family members.

A minor whose custody has been awarded by the court to the family or whose legal guardianship has been awarded by the court to the family, is considered a member of the family.

A single person may be:

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

Head of Household

The head of household is the adult member of the household who is designated by the family, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under state/local law. Emancipated minors who qualify under state law may be recognized as the head of household.

Live-In Aide

A family that consists of one or more elderly or disabled persons may request that the HA approve a live-in aide to reside in the unit and provide necessary supportive services for a family member who is a person with disabilities. The HA must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR Part 8 to make the program accessible to and usable by the family member with a disability. A statement from a medical professional supporting the need for a Live-In Aide will be required. This medical statement must be renewed every year at the annual recertification.

Live-in aide means a person who resides with one or more elderly persons, or persons with disabilities, and who:

1. Is determined by the HA to be essential to the care and well being of an elderly person or a person with disabilities,
2. Is not obligated for the support of the person(s),
3. Would not be living in the unit except to provide the necessary supportive services.

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

1. Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.
2. Live-in aides will not be considered as a remaining household member of the tenant family or be entitled to any housing assistance independent of the participant and will sign a certification to that effect.

At any time, the HA may refuse to approve a particular person as a live-in aide, or may withdraw such approval, if:

1. The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
2. The person violates the Amended Policy on Zero Tolerance of Criminal Activity; or
3. The person currently owes rent or other amounts to the HA or to another HA in connection with Section 8 or Public Housing Assistance under the 1937 Act;
4. If the live in aide requires a live in aid or care provider for themselves;
5. If the HOH requires a live in aide, the HOH may not be a live in aide/caretaker for someone else.

Multiple Families in the Same Household - Joint Custody of Children

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

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

When both parents are trying to claim the child, the HA will consider court records as the authority for custody. In the absence of court records, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent and as a member of that household.

B. INCOME LIMITS

24 CFR 982.201 (b) (1)

HUD determines income limits for admission to the Section 8 Program. To be eligible, the applicant must be a family in any of the following categories:

- A very low-income family;
- A low-income family that is continuously assisted under the 1937 Housing Act. Any applicant is considered “continuously assisted” if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher program. This definition would also include the Voucher period, up to a maximum of 120 days, between assisted units. Programs include Public Housing and all Section 8 programs.
- A low-income family physically displaced by rental rehabilitation activity under 24 CFR Part 511.
- A low-income non-purchasing family residing in a HOPE 1 or HOPE 2 project.
- A low-income non-purchasing family residing in a project subject to a homeownership program under 24 CFR Part 248.
- A low-income family displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR Part 248.
- A low-income family residing in a HUD-owned multifamily rental housing project when the project is sold, foreclosed or demolished by HUD.

C. DISCLOSURE OF SOCIAL SECURITY NUMBERS

Families are required to provide verification of social security numbers for all family members, aged six and older prior to admission, if they have been issued a number by the Social Security Administration. This requirement also applies to persons joining the family after admission to the program. Failure to furnish verification of social security numbers is grounds for denial or termination of assistance.

CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS (24 CFR Part 5)

Mixed Families

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

No eligible members

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

Non-citizen students.

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

Appeals

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

E. SUITABILITY OF FAMILY

It is the responsibility of the owner to screen the applicants as to their suitability for tenancy.

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

Changes that occur after the issuance of a Voucher, but before the execution of a lease and contract must be processed. For example, if a household goes over the income limit prior to lease up, the applicant will not continue to be eligible for the program. They will be notified in writing of their ineligible status and their right to an informal review.

Changes that are reported will not affect the preference eligibility of the household once the preference criterion has been verified.

G. INELIGIBLE FAMILIES

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to non-citizen status.

Chapter 3

APPLYING FOR ADMISSION

INTRODUCTION

The policy of the HA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. This chapter describes the policies and procedures for completing the waiting list registration, placement on the waiting list, and completion of the Section 8 Application, including verifications and other required documents. Registrants will be placed on the waiting list in accordance with this Plan.

A. WAITING LIST REGISTRATION

The HA waiting list is open at this time. Outreach is conducted on a continual basis by distribution of waiting list registration forms to libraries, non-profit organizations and other public agencies. Advertisement of the housing programs is done on an as needed basis in the local paper of record, minority newspapers and other media.

Outreach and advertisement notices include:

1. A brief description of the housing programs
2. Basic information on eligibility requirements
3. The HA's address and telephone number

Any family asking to be placed on the waiting list for Section 8 rental assistance must complete a registration form. Registrations will be taken by phone, by mail, by fax or by personal delivery to the HA offices. Upon request, reasonable accommodations will be made for persons with disabilities.

When the waiting list registration form is received by the HA, the applicant will receive a letter that confirms placement on the waiting list. The person whose name is listed on the registration will be considered the Head of Household and will be the person entitled to the placement on our waiting list. The letter will include instructions to verify information and report changes as they occur.

The purpose of the registration form is to permit the HA to determine placement on the waiting list based on the information provided by the applicant. Registrants are required to inform the HA of changes in family composition, income, and address, as well as any changes in their preference status (See Chapter 4). Registrants are also required to respond to requests from the HA to update information on their registration, or to determine their continued interest in assistance. Failure to provide information or to respond to mailings will result in the registrant being removed from the waiting list.

B. SECTION 8 APPLICATION

When funding is available, families will be sent a Section 8 Application according to their preference-determined sequence and by the date and time the registration was received by the HA. This process is followed regardless of family size.

The Section 8 Application and related verifications determines the family's ability to claim a preference and requires a signature. The qualification for preference must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list because the preference is based on current status. If the family does not meet the current preferences, they are withdrawn from the Waiting List.

If the family meets the preferences, they are sent an Eligibility Questionnaire, which includes the HUD Form 9886, Release of Information, and the declarations and consents related to citizenship/immigration status. All adult members must complete and sign these documents. The Eligibility Questionnaire is used to determine final eligibility for Voucher issuance and requires full verification.

Applicants will be required to sign specific verification forms requesting information that is not covered by the HUD Form 9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by the HA.

If the HA utilizes an interview at the time of the full application, it is the applicant's responsibility to reschedule the interview if she/he misses the appointment. Appointments are rescheduled only if missing the appointment is justifiable and the request is made no later than 10 calendar days from the original appointment date. Requests for rescheduled appointments must be submitted in writing with verification (doctor's note, etc.) as to the reason for the reschedule. If the applicant does not reschedule a missed meeting, the HA will deny the application.

If the HA determines at or after the interview that additional information or document(s) are needed, the HA will request the document(s) or information in writing. The family will be given 10 calendar days to supply the information. If the information is not supplied in this time period, the HA will provide the family a notification of denial for assistance.

If an applicant is denied assistance, the applicant will be offered an opportunity to request an informal review.

Upon request, reasonable accommodations will be made for persons with a disability.

After the verification process is completed, the HA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the HA, and the current eligibility criteria in effect. If the applicant is determined eligible, a briefing will be scheduled to issue a Voucher and explain the family's obligations and the program requirements.

During the initial eligibility determination process and any subsequent eligibility reexaminations, all contact such as correspondence, telephone calls, interviews, or inspections will be documented by the Housing Specialist.

Chapter 4

SELECTION OF FAMILIES FROM WAITING LIST

INTRODUCTION

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

This chapter defines the eligibility criteria for the HA, and it explains the waiting list order which the HA has adopted to meet local housing needs.

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

A. WAITING LIST PREFERENCES

The HA has implemented the following preferences for drawing names from the waiting list. In accordance with California State Law (HSC 34322.2), at each level of preference, veterans and servicepersons and their families will have priority. In accordance with Federal Regulations (24CFR 982.201 (b) (2)), at each level below, from the families that meet all three of the preferences, the Housing Authority will release families to result in a lease up of: 75% of the families will be at or below 30% of the median income (extremely low income), and 25% of the families will be between 30% and 50% of the median income (very low income). If the first level releases do not satisfy the regulations regarding extremely low income families, releases will be done at the second level of preferences until the 75% extremely low income requirement is met. At the discretion of the Housing Authority, the waiting list may be opened for disaster relief.

FIRST LEVEL

- 1) County of Riverside Residency Preference, and
- 2) Families who are rent burdened or homeless, and
- 3) Working Families with children or Elderly families or Disabled families

OR

- 1) County of Riverside Residency, and
- 2) Elderly or disabled who are not rent burdened or homeless

SECOND LEVEL

- 1) County of Riverside Residency Preference, and
- 2) Working Families with children who are not rent burdened or homeless

THIRD LEVEL

- 1) County of Riverside Residency Preference, and
- 2) Families who are rent burdened or homeless, and
- 3) Non-Working Families with children

FOURTH LEVEL

- 1) County of Riverside Residency Preference, and
- 2) Families who are rent burdened or homeless, and
- 3) Families without children

The Housing Authority will exhaust all families at each preference level before releasing from the next lower level except as noted above. Date and time of registration for registrants with equal preferences will determine order of release.

Up to 10% of annual admissions will be targeted for special admission (i.e. Witness Protection, those referred by the court system, registrants displaced by government action or emergency as certified by a city, county or state agency official, etc.) One or more of the Waiting List Preferences may be waived for special admissions. The approval of the Assistant Director or his designee is necessary for special admissions.

Change in Circumstances

Changes in a registrant's circumstances while on the waiting list may affect the family's entitlement to a preference. Registrants are required to notify the HA when circumstances change.

When a registrant claims an additional preference, she/he will maintain the original date of registration and will be placed on the waiting list in the appropriate order determined by the newly claimed preference. Preference eligibility is verified at the time of completion of the Section 8 Application.

B. EXCEPTIONS FOR SPECIAL ADMISSIONS

If HUD awards an HA program funding that is targeted for a specific group, the HA will admit these families under a special admission procedure. The families will be selected in accordance with the Notice of Funding Availability and the HA's application for funding.

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

C. TARGETED FUNDING

When HUD awards special funding for certain family types, families who qualify are placed on the regular waiting list. When a specific type of funding becomes available, the waiting list is searched for the first family meeting the targeted funding criteria, based on time and date of registration.

Examples of targeted programs are:

- Disabilities/Mainstream
- Family Unification/Court Referrals
- Moderate Rehabilitation

D. ORDER OF SELECTION

Families are selected from the waiting list and sent a Section 8 Application based on the preferences listed above. The waiting list will be organized by date and time among registrants with equal preference status regardless of family size. Preference information will be verified when families complete a Section 8 Application.

E. PREFERENCE DENIAL

If the HA denies a preference, the HA will deny the family and withdraw the family from the waiting list. The HA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity to request an informal review in writing within 10 days. Applicants may exercise other rights if they believe they have been discriminated against. If the applicant falsifies documents or makes false statements in order to qualify for any preference they will be denied assistance.

F. REMOVAL FROM WAITING LIST AND PURGING

If a registrant fails to respond within 30 calendar days to a mailing from the HA, the registrant will be removed from the waiting list. If a letter is returned by the Post Office without a forwarding address, the registrant will be removed without further notice, and a record will be maintained on the computer. Reasonable accommodations will be made for persons with disabilities.

The waiting list will be purged periodically by a mailing to registrants to ensure that the waiting list is current and accurate.

Chapter 5

SUBSIDY STANDARDS

INTRODUCTION

HUD guidelines require that HA's establish subsidy standards for the determination of the Voucher bedroom size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards used for the Voucher size also must be within the minimum unit size requirements of HUD's Housing Quality Standards. This chapter explains the subsidy standards which will be used to determine the Voucher size for various sized families when they are selected from the waiting list, as well as the HA's procedures when a family's size changes, or a family selects a unit size that is different from the Voucher.

A. DETERMINING VOUCHER SIZE

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

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

The unit size on the Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented. The unit size on the Voucher (subsidy) may only change at the first full recertification after the change in family unit size. (24CFR 982.505 (c) (5))

One bedroom will be assigned to the head of the household and spouse or partner, and one bedroom will be assigned for each additional two persons. An unborn child (with verification of pregnancy) will be counted as a family member in determining bedroom size.

A larger bedroom size will not be issued if a member of the nucleus family moves out and returns as an adult, unless it is to offer a reasonable accommodation for a disabled family member. If a member returns as an adult and brings additional non-nucleus members with them, the voucher size does not increase. Adding additional non-nucleus members to the household will not be approved if it causes the family to be under-housed.

Exceptions will be made in the documented cases of a live-in aide or as a reasonable accommodation to make the program accessible to and usable by the nucleus family member with a disability. The family unit size for any family consisting of a single person must be either a zero or a one-bedroom unit.

Any foster members who are in the home at the time of initial voucher issuance, at the time of relocation or at an annual re-examination, and are determined to be long-term placement, will be considered as family members in the determination of subsidy size. For the purpose of determining subsidy size, long-term placement is defined as 12 or more months.

B. CHANGES IN VOUCHER SIZE

Changes for Applicants and Participants:

The Voucher size is determined at the time of Voucher issuance by comparing the family composition to the HA subsidy standards. If an applicant or participant requires a change in the Voucher size, the following guidelines will apply:

Requests for Exception to Subsidy Standard

A family with a disabled family member may request that the HA grant an exception to the subsidy standard. The HA will approve the exception as a reasonable accommodation if the family demonstrates a nexus to the disability is present to make the program accessible to and usable by the family member with a disability. Verification of the need must be provided annually on a Housing Authority approved form.

The HA will not issue a larger Voucher due to additions of family members other than by birth, adoption, marriage, or court-awarded custody.

Under-housed (unit too small for size of family)

If a unit does not meet HQS space standards due to an increase in family size by birth, adoption, court awarded custody or marriage, the HA will issue a new Voucher.

Over-housed (unit too large for size of family)

If a participant has a decrease in the family size, the family has the option to be issued a new Voucher or remain in the unit they are currently renting. If the family chooses to remain in the unit, the subsidy standard will be lowered at the next annual re-examination. If the family chooses to move, the Voucher will be issued with the correct subsidy standard. The amount the family pays for rent must be affordable and the tenant portion of rent and the current utility allowance cannot exceed 40% of their adjusted income at the time of lease up. The approved rent will be based on the payment standard for the number of bedrooms the family is eligible for, or the actual number of bedrooms in the unit, whichever is less. In cases where the gross rent is less than the payment standard, it will be used as the payment standard.

C. UNIT SIZE SELECTED

The family may select a different size unit than that listed on the Voucher using the HUD criteria for Payment Standards. The amount of assistance is based on the authorized or actual bedroom size, whichever is less.

Chapter 6

ELIGIBILITY FACTORS

INTRODUCTION

The accurate calculation of annual income and adjusted income will ensure that families are not paying more or less money for rent than their obligation under the regulations. This chapter defines the allowable deductions from annual income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5 and further instructions set forth in HUD Notices, Memoranda and Addenda. The formula for the calculation of TTP is specific and not subject to interpretation. The HA's policies in this chapter address those areas which allow the HA discretion to define terms and to develop standards in order to ensure consistent application of the various factors that relate to the determination of TTP.

A. HOUSEHOLD COMPOSITION

The HA must compute all applicable income of every family member, including those who are temporarily absent. In addition, the HA must count the income of the spouse or the head of the household if that person is temporarily absent, even if that person is not on the lease. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay that HUD may define) is counted as income.

Income of persons permanently absent will not be counted.

It is the responsibility of the head of household to report (in writing) changes in income and family composition within 10 calendar days.

The HA will evaluate absences from the unit using this policy.

Absence of Entire Family

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

- Families are required to notify the HA before they move out of a unit.
- Families must notify the HA if they are going to be absent from the unit for more than three weeks.
- If it is determined that the family is absent from the unit, the HA will not continue assistance payments. "Absent" means that no family member is residing in the unit. In order to determine if the family is absent from the unit, the HA may, but is not limited to:
 - Write letters to the family at the unit
 - Telephone the family at the unit
 - Interview neighbors

- Verify if utilities are in service
- Contact the landlord
- Conduct special inspections

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

Absence of Any Member

Any member of the household will be considered permanently absent if she/he is away from the unit for 183 days in a 12 month period, except as otherwise provided in this chapter.

Absence due to Medical Reasons

Housing Assistance Payments may continue up to six months when the subsidized unit is vacant due to hospitalization. However, hospitalization more than one month requires written medical verification that there is a reasonable expectation the person will be able to return to independent living within the six-month period. The participant's share of the rent must be paid during the hospitalization period. If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the HA's "Absence of Entire family" policy.

Foster care and Absences of Children

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

Any foster children or foster adults who are in the home at the time of initial voucher issuance, at the time of relocation or, at an annual re-examination, and are determined to be long term placement, will be considered as family members in the determination of subsidy size. For the purpose of determining subsidy size, long-term placement is defined as 12 or more months.

Temporary Caretaker for Children

If neither parent remains in the household, and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the HA will treat that adult as a visitor for the first 180 days.

If the appropriate agency cannot confirm the guardianship status of the caretaker, the HA will review the status at six month intervals. If custody or legal guardianship has not been awarded by the court, but the action is in process, the HA will secure verification from social services staff or the attorney as to the status.

After 180 days the HA will approve a person to reside in the unit as caretaker for the child/children, and the income will be counted pending a final disposition. The HA will transfer the Voucher to the caretaker for as long as his/her services are required. The HA will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

When court-awarded custody or legal guardianship has been awarded to the caretaker, the Voucher will be transferred to the caretaker until the child/children become able to care for themselves. In no case will the caretaker be eligible to become the remaining member.

Absent Adult

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

The family will be required to notify the HA in writing within 10 calendar days when an adult family member moves out. The notice must contain a certification by the family as to whether the adult is temporarily or permanently absent.

If an adult child goes into the military and leaves the household, or moves out of the household to attend and live elsewhere for college, they will be considered permanently absent.

Visitors

Any person not included on the HUD 50058 who has been in the unit more than 14 consecutive days, or a total of 30 days in a 12-month period (unless the lease is more restrictive), will be considered to be living in the unit as an unauthorized household member.

Minors and college student family members who live away from the home and who visit up to 182 days per year will be considered eligible visitors (subject to the lease agreement), not family members, and will not be counted in determining the subsidy standard for the family. Eligible visitors must be reported to and approved by the HA prior to visiting the home.

Reporting Changes in Household Composition to Owner and HA

Reporting changes in household composition to the HA is both a HUD and a HA requirement. The family must submit a written request prior to adding household members. Any person who moves into the assisted unit without written approval from the Housing Authority will be considered an unauthorized household member. Additions to the household by birth, adoption or court-awarded custody must be reported in writing to the HA within 10 calendar days. In addition, the family must obtain prior written approval from the owner when there are members added to the household.

If a family member leaves the household, the family must report this change to the HA, in writing, within 10 calendar days of the change and certify as to whether the member is temporarily absent or permanently absent. The HA will conduct an interim evaluation for changes in accordance with the interim policy. The HA may require verification of the family member's new address.

B. INCOME, ALLOWANCES AND MINIMUM FAMILY CONTRIBUTION

HUD regulations define incomes and allowances. The HA will include and exclude income in accordance with 24 CFR Part 5.

There is no minimum rent in the housing programs. The rent is based on the household income in accordance with HUD regulations.

Averaging Income

The HA may average income when the income cannot be anticipated using verified sources for a full 12 months.

Income changes from Welfare

The HA will not decrease the family's share of the rent when there is a reduction in welfare benefits that is due to fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement.

This prohibition on reduction of assistance is applicable only if the welfare reduction is neither the result of the expiration of a lifetime time limit on receiving benefits, nor a situation where the family has complied with welfare program requirements but cannot obtain employment (e.g., the family has complied, but loses welfare because of a durational time limit such as a cap on welfare benefits for a period of no more than two years in a five year period).

Minimum Income

There is no minimum income requirement.

Pro-ration of Assistance for "Mixed" Families

Pro-ration of assistance must be offered to any "mixed" applicant or participant family, provided other eligibility criteria are met. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

Utility Allowance and Utility Reimbursement Payments

The Utility Allowance is not a payment issued to the family (except as noted below). It is intended to help defray the cost of utilities not included in the rent and is included in the calculation of the family's rent to the landlord. A Utility Reimbursement payment is made to the participant family in the amount by which the HAP payment exceeds the rent to owner. When there is a Utility Reimbursement, the HA pays the full amount of rent to the owner and sends the participant family, or a utility company, a utility reimbursement payment. This occurs only rarely, usually when a participant family has no income.

Chapter 7

VERIFICATION PROCEDURES

INTRODUCTION

HUD regulations (24 CFR 982.516(a)) require that the factors of eligibility and Total Tenant Payment (TTP) be verified by the HA. Applicants and program participants must furnish proof of their eligibility whenever required by the HA, and the information they provide must be true and complete. The HA's verification requirements are designed to maintain program integrity. This chapter explains the HA's procedures and standards for verification of preferences, income, combined assets exceeding one thousand dollars (\$1000.00), allowable deductions, family status, and changes in family members. The HA will ensure that proper authorization from the family is always obtained before making verification inquiries.

A. RELEASE OF INFORMATION

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

A copy of the release of information will be provided to a family member upon request.

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

B. METHODS OF VERIFICATION

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

1. Enterprise income verification (EIV)
2. Third-Party written verification
3. Third-party oral verification
4. Review of documents
5. Certification/self-declaration

Enterprise Income Verification (EIV)

The HA will utilize Enterprise Income Verification tools and the Work Number whenever possible.

Use of Third-Party Verification to Supplement EIV

EIV replaces, to the maximum extent possible, the more time-consuming and less accurate third-party verification process of contacting individual employers identified by families or reviewing outdated income verification documents. However, third-party verification may continue to be necessary for additional verification. EIV should not be considered an automatic substitute for other third-party verification. Rather, it may supplement other verification documentation, such as tenant-provided current, original documents.

Third-Party Written Verification

Third-party written verification is used to verify information directly with the source. The family will be required to sign an authorization allowing the information source to release the specified information. Verifications received electronically directly from the source are considered third-party written verifications.

Third-party verification forms, including computerized printouts, will not be hand-carried by the family under any circumstances. The HA will send requests for third-party written verifications to the source at all times regardless of whether the family provides a computerized printout.

If third-party written verification is not used, the HA will document the reasons in the file.

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

Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or impossible. When third-party oral verification is used, staff will be required to document to whom they spoke, the date of the conversation, and the facts provided. If oral third-party verification is provided by telephone, the HA must originate the call. If third-party verification is not available, the HA will compare the specified information to any documents provided by the family.

Review of Documents

In the event that third-party written or oral verification or EIV is unavailable, or when information has not been verified by a third party, the HA will annotate the file accordingly and utilize original documents provided by the family as long as the documents contain complete information.

All such documents will be photocopied and retained in the family file. When documents cannot be photocopied, staff viewing the documents will annotate the file accordingly.

The HA will accept the following original (no photocopies accepted) documents from families: printed wage stubs, computer printouts from employers, signed letters and other documents as approved by the HA.

If third-party verification is received after documents have been accepted as provisional verification and there is a discrepancy, the HA will contact the third-party source and the family to resolve differences.

The HA will allow up to ten days for families to provide documents when third-party verification is impossible to obtain.

Self-Certification/Self-Declaration

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

The HA will allow up to ten days for a family to provide a self-certification or self-declaration if other forms of verification are impossible to obtain.

C. COMPUTER MATCHING

In addition to EIV, the HA utilizes computer matching with the Department of Social Services (DPSS), the INS SAVE system. Other computer matching agreements with federal, state, and local government agencies will be utilized if available and cost-effective.

D. ITEMS TO BE VERIFIED

All eligibility factors will be verified, such as waiting list preference, income, deductions and exclusions, combined assets exceeding one thousand dollars (\$1000.00), and household composition.

E. VERIFYING NON-FINANCIAL FACTORS

Verification of Legal Identity

In order to prevent program abuse, the HA will require applicants to furnish verification of legal identity for all family members.

Family Relationships

The HA will require familial relationship verification as appropriate and necessary.

Verification of Permanent Absence of Adult Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, the HA will require verification of the new address.

Verification of Change in Family Composition

The HA may verify changes in family composition (either reported or unreported). Third party verification procedures will be used.

Verification of Disability

Third party verification procedures will be used to document permanent disability status.

Verification of Citizenship/Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare his or her status. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the HA hearing is pending.

If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If any family member fails to provide and sign as required, the family may be denied or terminated from assistance.

If the HA determines that a family member has knowingly permitted an individual who is not eligible for assistance to reside in the family's unit, the family's assistance will be terminated, unless the ineligible individual has already been considered in prorating the family's assistance.

Verification of Social Security Numbers

Social security numbers must be provided as a condition of eligibility for all family members age six and over if they have been issued a number.

Verification of Reasonable Accommodation

Reasonable Accommodation requests for families will be considered when a family includes a person with disabilities. The person with a disability, or guardian or responsible party of the person with a disability, must submit a written Reasonable Accommodation request. In cases where a separate bedroom or live-in aide is requested because of reasonable accommodation, the Housing Authority will verify the need through third party verification from the patient's designated medical professional.

Verification of Request for Exception to the Zero Tolerance Policy

Victims of domestic violence, date violence, sexual assault, or stalking requesting an exception to the Zero Tolerance Policy will be required to complete HUD Form 50066 "Certification of Domestic Violence, Date Violence, Stalking" and return it to the HA within 14 days of request.

Chapter 8

VOUCHER ISSUANCE AND BRIEFINGS

INTRODUCTION

The HA's objectives are to provide families selected to participate with the tools to help them be successful in obtaining an acceptable housing unit, and to give them sufficient knowledge to derive maximum benefit from the program and to comply with program requirements. When families have been determined to be eligible, the HA will conduct a mandatory briefing to ensure that families understand how the program works. The briefing will provide a broad description of owner and family responsibilities, HA procedures, and how to lease a unit. The family will also receive a briefing packet that provides more detailed information about the program. This chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

A. ISSUANCE OF VOUCHERS

When funding is available, the HA will issue Vouchers to applicants who have been determined eligible. The issuance of Vouchers must be within the dollar limitations set by the Annual Contributions Contract (ACC) budget.

B. BRIEFING TYPES AND REQUIRED ATTENDANCE

Initial Applicant Briefing

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance.

Briefing Packet

The documents and information provided in the briefing packets for the Voucher programs will comply with all HUD requirements.

The briefing packet includes owner identification documents containing private information, that once submitted to the HA, will not be considered part of the participant file.

The HA may conduct other types of briefings such as relocation and portability briefings for families, and owner briefings.

Other Information to be Provided at the Briefing

Family and owner responsibilities are explained to the new applicant. In addition to literature and our WEB site, applicants and owners may request specific clarification about program issues from the assigned Housing Specialist or Supervisor.

Guidance and materials are offered to assist the family in selecting a unit. Issues to be considered include: Proximity to employment, public transportation, schools, shopping and the accessibility of services. Applicants are encouraged to evaluate the prospective unit, such as the condition, whether the rent is reasonable, average utility expense, energy efficiency and security.

The family will have access to a list of landlords willing to lease to assisted families and non-profit organizations willing to assist in the housing search. In providing this courtesy list, the HA does not endorse any particular unit or landlord. There is no guarantee that the rents listed are reasonable or approvable, nor any guarantee that the units will pass Housing Quality Standards.

The HA will provide information on the advantages to moving to areas of low poverty. The family will be encouraged to choose a unit carefully and after due consideration.

The family will receive information about the Family Self-Sufficiency program and its advantages.

Families with three or more minors and families with disabled family members will receive additional assistance in locating units suitable for their housing needs.

Owners and participants will be instructed that side payments or any payment not approved by the HA will not be allowed. Acceptance of side payments or additional rent will be grounds for termination from program.

C. ENCOURAGING PARTICIPATION IN LOW POVERTY AREAS

During its tenant briefings the Housing Authority encourages families to move to low poverty areas by explaining the advantages of moving to an area that may offer high-quality housing, education and employment opportunities. To increase the available housing stock to its clients, and to facilitate the opportunity for owners and tenants to gather for the purpose of leasing a unit, the HA convenes monthly Rental Fairs at its main office. This gives current participants who are in the relocation process, as well as families newly released from the waiting list, the opportunity to become acquainted with property owners with available units. In addition, landlords are invited to list their available property in the HA's Rental Listing which is made available to all voucher holders. Finally, the HA offers Landlord Workshops in order to expand its network of property owners and/or managers. The purpose of these workshops is to make special efforts to provide outreach and education to landlords who may not be familiar with the Section 8 program.

D. ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION

The HA provides the family with the HUD Discrimination Complaint form and offers to assist in the completion of the form as well as directing the family to report suspected discrimination to the Fair Housing Council.

E. ASSISTANCE TO FAMILIES WITH DISABILITIES.

The HA assists families with disabilities in locating accessible units by:

1. Maintaining a rental listing (which includes handicapped accessible units) of owners willing to rent to Section 8 participants, and
2. Providing a Housing Registry developed by the Community Access Center, and
3. Providing a listing of service agencies to help the disabled, and
4. Providing reasonable accommodation by extending the term of the voucher.

F. SECURITY DEPOSIT REQUIREMENTS

Security deposits charged by owners may not exceed those charged to unassisted tenants or the maximum prescribed by state or local law.

G. TERM OF VOUCHER

During the briefing session, each household will be issued a Housing Choice Voucher which represents an agreement between the HA and the family specifying the rights and responsibilities of each party. It does not constitute admission to the program, which occurs when the lease and contract become effective.

Expirations

For participants who are relocating, Vouchers are valid for a period of 120 calendar days from the last date that assistance was paid. For those families that have an initial Voucher, the term of the Voucher is 60 calendar days.

If the family needs and requests an extension of the Voucher term as a reasonable accommodation to make the program accessible to and usable by a family member with disabilities, the HA must extend the Voucher term up to the term reasonably required for that purpose. An extension of up to 60 days may be granted. An extension of the term is granted by HA notice to the family.

If the family requests an extension for the Voucher due to other good cause such as illness of a household member, death of a family member, natural disaster or other unforeseeable circumstances, the request will be reviewed along with the documentation provided by the family regarding the circumstances requiring the extension. An extension of the term is granted by HA notice to the family.

The family will not be entitled to a review or a hearing if the Voucher has expired. If the family is currently assisted, they may remain as a Section 8 participant in their unit if there is an assisted contract in effect.

Suspensions

Suspensions are allowed for reasonable accommodation of persons with disabilities. The HA may grant a suspension for any part of the period after the family has submitted a Request for Tenancy Approval up to the time when the HA approves or denies the request.

H. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS

In those instances when a family assisted under the Section 8 program becomes divided into two otherwise eligible families, and the families cannot agree as to which family unit is to receive the assistance, and there is no determination by a court, the HA shall consider the following factors to determine which family member will continue to be assisted:

1. Which family member has custody of dependent children.
2. Which family member was the head of household when the Voucher was initially issued (listed on the initial application).
3. Which family contains elderly or disabled members.

4. Whether domestic violence was involved in the breakup. (*VAWA protects the victim, if a woman, from losing their HUD assisted housing*).
5. Which family members will remain in the unit.
6. Recommendations of social service professionals.

Documentation of these factors will be the responsibility of the requesting parties. If documentation is not provided, the HA will terminate assistance on the basis of failure to provide necessary information.

I. REMAINING MEMBER OF TENANT FAMILY-RETENTION OF VOUCHER

To be considered the remaining member of the tenant family, the person must have been previously approved as part of the nucleus family by the HA and be currently living in the unit.

A live-in aide, by definition, is not a member of the family and will not be considered a remaining member of the family.

In order for a minor child to continue to receive assistance as a remaining member:

1. The court has to have awarded emancipated minor status to the minor, or
2. The HA has to have verified that the Department of Social Services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child/children for an indefinite period.

A reduction in family size may require a reduction in the Voucher bedroom authorization.

Retention of a voucher by the remaining member currently living in the unit will only be approved as a result of the death of the Head of Household, or removal of the Head of Household to an assisted living environment, or government facility. To be considered the remaining member of the tenant family, the person must have been previously approved as part of the nucleus family by the HA. In such a situation the remaining family member will retain the voucher. A Co-head that was not part of the nucleus family would not be eligible to retain the voucher.

Chapter 9

REQUEST FOR TENANCY APPROVAL (RTA) AND CONTRACT EXECUTION

INTRODUCTION

After a family is issued a Voucher, they may search for a unit anywhere within the jurisdiction of the HA, or outside of the HA's jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments Contract with the HA. This chapter defines the types of eligible housing, the HA's policies which pertain to initial inspections, lease requirements, owner disapproval, and the processing of RTA's.

A. REQUEST FOR TENANCY APPROVAL (RTA)

The RTA and a copy of the proposed lease must be submitted by the family prior to the expiration of the Voucher.

Both the owner and Voucher holder must sign the RTA. The HA will not permit the family to submit more than one RTA at a time.

HUD regulations prohibit the HA from approving a unit if the owner is the parent, child, grandparent, grandchild, sister, brother of any member of the tenant family, unless the HA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

Review of the RTA

HA staff will review the rent amount to ensure the rent is reasonable and that it is affordable as determined by HUD regulations for the family. Affordable for the family means that the family's share of the rent plus the current utility allowance cannot exceed 40 percent of the household's adjusted monthly income. If the unit does not meet the affordability criteria, the HA will attempt to negotiate the rent with the owner. If the owner does not agree on the contract rent after the HA has tried and failed to negotiate a revised rent, the HA will inform the family and owner that the RTA is disapproved.

Owners must submit their own lease with the HUD lease addendum attached and a property management agreement (if applicable). The HA may review the lease to ensure compliance with HUD regulations, state and local laws. Responsibility for utilities, appliances and optional services must correspond to those provided on the RTA.

If the HA determines that the RTA cannot be approved for any reason, the landlord and the family will be notified in writing.

If the HA determines that the RTA is approvable, staff will schedule the unit for initial inspection within seven (7) working days of receipt of the RTA, if the unit is currently ready for inspection, or at the earliest possible time when the unit is not currently ready for inspection. Any variance from this time frame will be documented in the family's file.

Residence Limitations

Interest in Unit: The owner may not reside in the assisted unit. The owner may reside in a unit in which a voucher family is participating in a “shared housing” type of assistance. However, the owner may not be a resident owner if the Section 8 voucher participant is related to the owner.

Relative Owner: The HA must not approve a unit if the owner is the parent, child, grandparent, grandchild, sister, brother, uncle, aunt or in-law of any member of the family, unless the HA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

D. INFORMATION TO OWNERS

The HA is required to provide prospective owners with the address of the applicant and the names and addresses of the current and previous landlords if known. The HA will make an exception to this requirement if the family’s whereabouts must be protected due to domestic abuse or witness protection.

The HA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. They will be encouraged to screen applicants for rent payment history, eviction history, damage to units, and other factors related to the family’s suitability as a tenant.

E. OWNER DISAPPROVAL

For purposes of this section, “owner” includes a principal or other interested party. The HA will disapprove the owner for the reasons stated in Chapter 16 of this Plan.

F. CONTRACT EXECUTION PROCESS

The HA prepares the Housing Assistance Payment Contract for execution. The family and the owner will execute the lease agreement, and the owner and the HA will execute the HAP Contract with the owner. Copies of the documents will be furnished to the parties who signed the respective documents.

G. CHANGE IN OWNERSHIP

The HA requires written documentation of any change in ownership. Copies of the recorded grant deed and/or escrow closing statement are examples of acceptable documentation. In addition, the new owner must sign an agreement to abide by the terms of the original HA Contract with previous owner.

Chapter 10

HOUSING QUALITY STANDARDS AND INSPECTIONS

INTRODUCTION

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS inspections are required both at initial occupancy and annually during the term of the lease. HQS inspections apply to the building and premises, as well as the unit.

These minimum standards may be enhanced by the HA, provided that by doing so the HA does not overly restrict the number of units available for lease under the program. The use of the term “HQS” in this Administrative Plan refers to the combination of both HUD and HA requirements. This chapter describes the HA’s procedures for performing HQS and other types of inspections, and standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners.

A. TYPES OF INSPECTIONS

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards. All utilities and appliances must be in service before the unit will pass HQS.

There are five types of inspections the HA will perform:

1. Initial/Move-in: Conducted within seven (7) working days of receipt of Request for Tenancy Approval or as soon as possible from the date the unit will be ready for inspection.
2. Annual: Must be conducted within 12 months of the last inspection date.
3. Special/Complaint: At the request of an owner, family, agency or third-party.
4. Move-Out/Vacate: At the landlord’s request, if damage is a result of the tenant not meeting their obligations and such damage would cause tenant to lose their assistance.
5. Quality Control: Quality control inspections are conducted in an amount necessary to meet HUD requirements.

B. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS

The HA adheres to the acceptability criteria in the program regulations and HUD Inspection Manual.

Additions to HQS:

- Modifications or adaptations to a unit must meet applicable HQS and building codes.
- All emergency systems must be operable (i.e., pull cords for elderly/disabled complexes).
- Security bars/window bars must have a quick release mechanism.
- Earthquake straps are required for all hot water heaters.
- A functional cooling system must be in all units located east of, and including Palm Springs.
- One good screen is required on one window in each room.
- All exterior doors must have working deadbolts (inside cannot be keyed – must be keyless).

C. INSPECTIONS

The HA conducts an inspection in accordance with Housing Quality Standards at least annually, but no sooner than 120 days prior to the anniversary month of the contract. Special or Quality Control inspections may be scheduled between anniversary dates.

The landlord must correct HQS deficiencies that cause a unit to fail unless the fail item is one for which the tenant is responsible. HAP payments will not be made on units that do not meet HQS. The family is responsible for breaches of HQS that are caused by any of the following:

- The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid for by the tenant;
- 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
- Any member of the household or guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).
- The family fails to allow the HA to inspect the unit at reasonable times with reasonable notice.
- If the family does not contact the HA to reschedule the inspection (with good cause), or if the family misses one inspection appointment, the HA will consider the family to have violated a family obligation, and their assistance may be terminated in accordance with the termination procedure in this Plan.

Time Standards for Repairs

1. Emergency items that endanger the family's health or safety must be corrected within 24 hours of notification.
2. For non-emergency items, all repairs must be completed as specified by the HA, not to exceed 30 days.
3. For major repairs, the Housing Specialist may approve an extension beyond 30 days.

In accordance with the Notice to Repair, the contract will be terminated if the unit is not in compliance with HQS. If the tenant is the responsible party, an Intent to Terminate Assistance letter will be sent. No payments will be made to the owner after the contract has been terminated.

D. EMERGENCY REPAIR ITEMS

The following items are considered of an emergency nature and must be corrected by the owner or tenant (whoever is responsible) within 24 hours of notice by the Housing Specialist.

- Lack of security for the unit
- Waterlogged ceiling in imminent danger of falling
- Major plumbing leaks or flooding
- Natural gas leak or fumes
- Electrical problem which could result in shock or fire
- Utilities not in service
- No running hot water
- Broken glass where someone could be injured

- Obstacle which prevents tenant's entrance or exit
- Lack of at least one functioning toilet
- Any other item deemed an immediate health or safety hazard

In those cases where there is leaking gas or a potential of fire or other threat to public safety, and the responsible party cannot be contacted, the proper authorities will be notified by the HA.

E. INITIAL HQS INSPECTION

An Initial Inspection will be conducted to:

- Determine if the unit and property meet the HQS as defined by HUD regulations and this Plan.
- Determine if the Rent to Owner is reasonable and document the information to be used in that determination.

F. SPECIAL/COMPLAINT INSPECTIONS

If at any time a family, owner, agency, or third party notifies the HA that the unit does not meet Housing Quality Standards, the HA will conduct an inspection.

F. QUALITY CONTROL INSPECTIONS

The Housing Supervisor or designee will perform Quality Control inspections, in an amount necessary to meet HUD requirements. The purpose of Quality Control inspections is to ascertain that Housing Specialists/Program Assistants are conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in the application of HQS.

Chapter 11

OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

INTRODUCTION

The HA is responsible to ensure that the rents charged by owners are reasonable based upon objective comparables in the rental market. When the HA has determined that the unit meets the minimum HQS, that the lease is approvable, and that the rent is reasonable, it will enter into a Housing Assistance Payment Contract with the owner. This chapter explains the HA's procedures for determination of rent-reasonableness, payments to owners, adjustments to the payment standards, and rent adjustments.

A. OWNER PAYMENT IN THE VOUCHER PROGRAM

The Housing Choice Voucher formula for determining maximum subsidy is the lower of the Payment Standard or the Gross rent (contract rent plus current utility allowance) for the unit minus the family's Total Tenant Payment.

- The maximum subsidy for each family is determined by the payment standard for the Voucher size issued to the family (or the gross rent as stated above), less 30 percent of the family's monthly adjusted income. The actual subsidy level could be less if the family is required to pay the minimum total tenant payment (10 percent of the family's monthly income).
- The Voucher size issued to the family is based on the HA's subsidy standards. The payment standard for the family is based on the lesser of the payment standard for the Voucher size issued or the payment standard for the number of bedrooms of the selected unit.
- The housing assistance payment to the owner is the lesser of the subsidy described above or the rent charged by the owner.

B. LATE PAYMENTS TO OWNERS

The HA must pay the housing assistance payment promptly when due to the owner in accordance with the HAP contract. Late payments to owners shall be the lesser of 1) the late payment as stated in the lease between the owner and the tenant, or 2) \$50.00. However, the HA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the HA is due to factors beyond the HA's control. The HA has determined that the HAP payment by the HA is deemed received by the owner upon mailing by the HA. Direct deposit is available to landlords to assist in the prompt receipt of HAP payments.

The HA may only use the following sources to pay a late payment penalty from program receipts under the consolidated ACC: administrative fee income for the program or the administrative fee reserve for the program. The HA may not use other program receipts for this purpose.

C. MAKING PAYMENTS TO OWNERS

Once ownership is verified and the HAP Contract is executed, the HA begins processing monthly payments to the landlord. The Housing Assistance Payment checks to owners will be processed by the Housing Authority Accounting Department.

D. EXCEPTION PAYMENT STANDARD

The HUD field office may approve an exception payment standard up to 120% of the FMR for all units of a given size leased by families in an exception area.

An area exception payment standard may not exceed 120% of the FMR. An area exception payment standard will not be approved unless HUD determines that an exception rent is needed either:

6. To help families find housing outside areas of high poverty; or
7. Because Voucher holders have trouble finding housing for lease under the program within the term of the Voucher

The HA may approve an exception payment standard up to 110% of the FMR when it has determined that it is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

E. RENT REASONABLENESS DETERMINATIONS

Rent reasonableness determinations are made when units are placed under HAP Contract for the first time, before any increase in rent to the owner, if there is a 5% decrease in the published FMR, and if directed by HUD.

The HA determines rent reasonableness by maintaining a database of assisted and unassisted rental units in all bedroom sizes throughout the county. Staff is required to add units to this database monthly, and the list is purged quarterly. Newspapers, rental magazines, calls to property owners and managers and the Internet are some of the sources used to maintain the database.

The HA will consider the location, quality, size, unit type, age of the unit, amenities, services, maintenance and utilities provided by the owner in determining rent reasonableness.

A printout showing the rental amount of comparable units in the area is put into the family's file, signed and dated by the Housing Specialist, documenting the data used to determine rent reasonableness.

F. PAYMENT STANDARDS AND ADJUSTMENTS

The subsidy amount is based on a payment standard set by the HA. The HA will review the Payment Standard annually to determine whether an adjustment should be made for some or all unit sizes. The Payment Standard will be reviewed according to HUD's requirements and this Plan, and if an increase is warranted, the Payment Standard will be adjusted within 90 percent to 110 percent of the current HUD-published Fair Market Rent.

The HA may approve an exception payment standard up to 110% of the FMR when it has determined that it is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability. The HA may apply to HUD Headquarters to approve a payment standard up to 120% of the FMR if it determines that the increase is needed as a

reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with 24 CFR part 8.

The HA may use some or all of the measures below in making a determination whether an adjustment should be made to the Payment Standards.

- **Lowering of the Payment Standard**

Statistical analysis may reveal the Payment Standard should be lowered, in which case the Payment Standard should not be less than 90 percent of the current FMR. If the FMR is lowered, the Payment Standard will be decreased in accordance with HUD regulations.

- **Financial Feasibility**

Before increasing the Payment Standard, the HA may review the budget and the project reserve to determine the impact projected subsidy increases would have on available funding for the program and number of families served.

For this purpose, the HA will compare the number of families who could be served under higher Payment Standards with the number assisted under current Payment Standards.

G. RENT INCREASES

Owners may not request rent increases to be effective prior to the expiration of the initial term of the lease. An owner request for a rent increase must be in accordance with the lease, state law, the contract and HUD regulations. The requested rent increase must be reasonable for market conditions. If the HA disapproves the owner's request for a rent increase because the rent is not reasonable, the HA may issue the family a Voucher to enable them to relocate.

Chapter 12

REEXAMINATIONS

INTRODUCTION

HUD requires the HA to re-certify the income and household composition of all families at least annually. In addition, the HA is required to inspect the assisted unit at least annually, and to process requests for rent adjustments. These activities must be coordinated to ensure that they are completed in accordance with the regulations. It is a HUD requirement that families report all changes in household composition and income at the annual reexamination. The HA decides what other changes must be reported, and the procedures for reporting all income. This chapter defines the HA's policy for conducting annual reexaminations and coordinating the annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

A. ANNUAL RECERTIFICATION/REEXAMINATION

Requirement to Attend

All household members may be required to attend scheduled interviews. The HA will randomly select approximately 10% of reexaminations to be completed by appointment. Failure to appear for a scheduled interview is cause to terminate assistance for failure to comply with the family obligation of providing information to the HA.

Documents Required from the Family

Failure to provide documents required by the HA is a violation of a family obligation and grounds for termination of assistance. The family will be given 10 calendar days to provide requested information and/or documents.

The HA may make exceptions to these policies if the family is able to document an emergency situation that prevented them from attending a scheduled appointment or providing requested information.

Tenant Rent Increases

If the tenant rent increases, a notice of at least 30 days is mailed to the family prior to the effective date of the change whenever possible. If the owner has served the tenant with a Rent Increase Notice, that notice shall serve as the notice to the tenant of the increase in their rent.

If there has been a misrepresentation or a material omission by the family, the family may be terminated and/or required to repay any overpaid HAP to the HA.

Tenant Rent Decreases

If tenant rent decreases, it will be effective on the first day of the month after the written notification of the change. If the family causes a delay in the processing of the reexamination, the rent change will be effective on the first day of the month following completion of the reexamination.

B. REPORTING INTERIM CHANGES

The HA requires program participants to report all changes in household composition in writing within 10 days of the change to the HA. This includes additions due to birth, adoption and court-awarded custody. The family must obtain HA approval prior to all other additions to the household.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular reexamination after moving into the unit.

Interim Reexamination Policy

Participants must report all changes in income, assets, and family household composition in writing. Changes will be processed if they are anticipated to continue for sixty (60) or more days.

Decreases in Income

The HA will process the change if the decrease in income is \$50 monthly or more and anticipated to continue.

Increases in Income

The HA will conduct interim reexaminations for participants who have an increase in income of more than \$100 and anticipated to continue.

HA Errors

When the HA finds that we have made an error, an interim reexamination will be conducted to correct the error. A minimum of thirty (30) days notice will be given to Tenant and Owner if the correction changes the HAP payment.

Changes in family size/subsidy standards

A larger bedroom size will not be issued if a member of the nucleus family moves out and returns as an adult. In these cases, the HA will not approve the addition of household members that would result in overcrowding according to HQS maximum occupancy standards.

For additions to the family in the following cases, the HA will issue the family a relocation Voucher when the change causes overcrowding according to HQS maximum occupancy standards:

- Additions by marriage
- Addition of a minor who is a member of the nucleus family who had been living elsewhere
- Addition of a HA-approved live-in aide
- Addition due to birth, adoption or court-awarded custody
- Addition of long term placement foster care children or adults

Family Member moves out

Families are required to notify the HA if any family member leaves the assisted household. When the family notifies the HA, they must furnish the following information:

- The date the family member moved out
- The new address, if known, of the family member
- A statement as to whether the family member is temporarily or permanently absent

C. TIMELY REPORTING OF CHANGES IN INCOME AND ASSETS

Families who do not report required changes within time frames established by the HA are considered in violation of a family obligation, and are subject to termination of assistance.

D. NOTIFICATION OF RESULTS OF REEXAMINATIONS

The HUD form 50058 will be completed and transmitted as required by HUD.

Chapter 13

MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

INTRODUCTION

HUD regulations permit families to move with continued assistance to another unit within the HA's jurisdiction, or to a unit outside of the HA's jurisdiction under portability procedures. The regulations also allow the HA the discretion to develop policies which define any limitations on moves. This chapter defines the procedures for moves, both within and outside of the HA's jurisdiction, and the policies and limitations on moves.

A. ALLOWABLE MOVES

A family may move to a new unit if:

1. The assisted lease for the old unit has terminated because the HA has terminated the HAP contract for owner breach.
2. The HA has terminated the HAP contract because the family is no longer eligible for the current number of bedrooms.
3. To determine whether the family is eligible for continued assistance, a full reexamination will be done prior to approval of any relocation, unless the Eligibility Questionnaire and verifications in the file are dated within the last 60 days.
4. The owner has given the family a notice to vacate and the family is eligible for continued assistance.
5. The family has given proper notice of lease termination and is eligible for continued assistance.
6. The family has an income change that will result in a Zero HAP at the new assisted unit. In these cases, the contract with the owner will be for a six-month period only.
7. A mutual agreement has been signed by both the Owner and Tenant.

B. RESTRICTIONS ON MOVES

Families will not be permitted to move during the initial term of the lease. Families will not be permitted to move more than once in a 12-month period unless a 6 month lease is in place according 24 CFR 982.309 (a). The HA will deny permission to move if:

- The family owes the HA money
- The family has violated a Family Obligation
- The family is in violation of their lease

The HA may make exceptions to these restrictions if there is an emergency or safety reason for the move or as a reasonable accommodation for a disabled family member.

C. PORTABILITY

Portability applies to families moving out of or into the HA's jurisdiction within the United States and its territories. Under portability, families are eligible to receive assistance to lease a unit outside of the initial HA's jurisdiction.

D. OUTGOING PORTABILITY

When a family requests to move outside of the HA's jurisdiction, the request must specify the area to which the family wants to move. Portability outside of HACR's jurisdiction will be approved

after the initial term of the lease and if the family is eligible for continued assistance.

The Violence Against Women Act of 2005 provides that the family may receive a voucher and move in violation of the lease under the portability procedures if the family has complied with all other obligations of the voucher program and has moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit.

Restrictions on Portability

Families will not be permitted to exercise portability during the initial 12 month period after admission to the program, except as reasonable accommodation for a disabled family member, or under extenuating circumstances subject to verification and approval by the HA.

E. INCOMING PORTABILITY

Absorption or Administration

The HA will accept a family with a valid Voucher from another jurisdiction and either administer or absorb the Voucher. When administering assistance for the family, a Portability Voucher will be issued with the same start date as the initial HA. The HA may grant extensions in accordance with this Administrative Plan and Federal Regulations.

The HA will issue a subsidy based on the family composition listed in the initial PHA's 50058. Any changes must be approved by the initial PHA. The subsidy issued will be based on the HA's current subsidy standards.

Chapter 14

CONTRACT TERMINATIONS

INTRODUCTION

The Housing Assistance Payments (HAP) Contract is the contract between the owner and the HA which defines the responsibilities of both parties. This chapter describes the circumstances under which the contract can be terminated by the HA and the owner, and the policies and procedures for such terminations.

A. CONTRACT TERMINATION

The term of the HAP Contract is the same as the term of the lease. The Contract between the owner and the HA may be terminated by the HA, or by the owner terminating the lease.

No future subsidy payments on behalf of the family will be made by the HA to the owner after the month in which the Contract is terminated. The owner must reimburse the HA for any subsidies paid by the HA for any period after the contract termination date.

If the family continues to occupy the unit after the Section 8 contract is terminated, the family is responsible for the total amount of rent due to the owner.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit may begin during the month in which the family moved from the old unit.

B. TERMINATION OF LEASE BY OWNER

Upon proper notice, the lease may provide for termination without cause after the initial term of the lease.

The owner must provide the tenant a written notice specifying the grounds for termination of tenancy. If the tenant does not vacate based on the owner's notice, the owner must follow state/local laws to evict the tenant.

The HA will continue to make housing assistance payments until the participant vacates the unit or the eviction is concluded, whichever occurs first. In no instance will a housing assistance payment be made for any period beyond the contract termination date, or for the month following the month the tenant vacates the unit.

If the eviction is not due to a serious or repeated violation of the lease, and if the HA has no other grounds for termination of assistance (Federal regulations (982.552(c)(ii) state "if any member of the family has been evicted from federally assisted housing in the last five years"), the HA may issue a new Voucher so that the family can move with continued assistance.

C. TERMINATION OF THE CONTRACT BY HA

The term of the HAP contract terminates when the lease terminates, when the family vacates the unit, or when the owner has breached the HAP contract.

The HA may also terminate the contract if:

- The HA terminates assistance to the family
- The family is required to move from a unit which is under-occupied or is overcrowded
- Funding is no longer available under the ACC
- The participant has requested their assistance be terminated

The contract will terminate automatically if 180 days have passed since the last housing assistance payment to the owner.

D. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS

The HA will follow HUD rules for terminations due to ineligible immigration status

Chapter 15

DENIAL OR TERMINATION OF ASSISTANCE

INTRODUCTION

The HA may deny assistance for an applicant or terminate assistance for a participant because of the family's action or failure to act. The HA will provide families with a written description of the family obligations under the program, the grounds under which the HA can deny or terminate assistance, and the HA's informal hearing procedures. This chapter describes when the HA is required to deny or terminate assistance, and the HA's policies for the denial of assistance and the grounds for termination of assistance under an outstanding HAP contract.

A. GROUNDS FOR DENIAL OF ASSISTANCE

Form of Denial of Assistance

Denial of assistance for an applicant may include any or all of the following:

1. Denial for placement on the HA waiting list
2. Denying or withdrawing a Voucher
3. Refusing to enter into a HAP contract or approve a lease
4. Refusing to process or provide assistance under portability procedures

Mandatory Denial of Assistance

The HA must deny assistance to applicants for the following reasons:

1. If any member of the family fails to sign and submit HUD or HA required consent forms for obtaining information.
2. If any family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher learning as specified in 24 CFR 5.612.
3. If the family is under contract and 180 days have elapsed since the HA's last housing assistance payment was made.
4. If an applicant or any household member has been evicted from federally assisted housing for drug-related criminal activity within three years unless the PHA determines:
 - a. That the evicted household member who engaged in the drug-related criminal activity has successfully completed a supervised drug rehabilitation program; or,
 - b. That the circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).
5. If the HA determines that any household member is currently engaging in illegal use of a drug
6. If the HA determines that it has reasonable cause to believe that a household member's illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents
7. Any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
8. If any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. (In this screening of applicants, the HA must perform criminal history background checks necessary to determine whether any household member is subject to a lifetime sex offender registration requirement in the State where the housing is

located and in other States where the household members are known to have resided.)

Permissive Grounds for Denial of Assistance

The HA may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the reasons listed below.

1. If the family violates any family obligation under the program.
2. If any member of the family has been evicted from federally assisted housing in the last five years.
3. If a PHA has ever terminated assistance under the program for any member of the family.
4. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program
6. If the family currently owes rent or other amounts to the HA or to another PHA in connection with Section 8 or Public Housing Assistance under the 1937 Act
7. If the family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease
8. If the family breaches an agreement with the HA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA
9. If the family has engaged in or threatened abusive or violent behavior toward HA personnel
“Abusive or violent behavior towards HA personnel” include verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial. “Threatening” refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence. Actual physical abuse or violence will always be cause for termination.
10. If the family has been engaged in criminal activity or alcohol abuse as described in 982.553
11. If the HA determines that any household member is currently engaged in, or has engaged in during a reasonable time before the admission: i) Drug-related criminal activity; ii) Violent criminal activity; iii) other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or iv) other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the HA (including a HA employee or HA contractor, subcontractor, or agent). For purposes of this prohibition, a household member is “currently engaged in” criminal activity if that person has engaged in the behavior recently enough to justify a reasonable belief that the behavior is current.
12. If the HA determines that it has reasonable cause to believe that a household member’s abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents

B. GROUNDS FOR TERMINATION OF ASSISTANCE

Form of Termination of Assistance

Termination of assistance for a participant may include any or all of the following:

1. Refusing to enter into a HAP contract or approve a lease

2. Terminating housing assistance payments under an outstanding HAP contract
3. Refusing to process or provide assistance under portability procedures

Mandatory Termination of Assistance

The HA must terminate program assistance for the following reasons:

1. If a family is evicted from housing assisted under the program for serious violation of the lease.
2. If any member of the family fails to sign and submit HUD or HA required consent forms for obtaining information.
3. If any family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher learning as specified in 24 CFR 5.612.
4. If the HA determines that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing

Permissive Grounds for Termination of Assistance

The HA may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the reasons listed below.

1. If the family violates any family obligation under the program.
2. If any member of the family has been evicted from federally assisted housing in the last five years.
3. If a PHA has ever terminated assistance under the program for any member of the family.
4. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program
6. If the family currently owes rent or other amounts to the HA or to another PHA in connection with Section 8 or Public Housing Assistance under the 1937 Act
7. If the family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease
8. If the family breaches an agreement with the HA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA
9. If the family has engaged in or threatened abusive or violent behavior toward HA personnel “Abusive or violent behavior towards HA personnel” include verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial. “Threatening” refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence. Actual physical abuse or violence will always be cause for termination.
10. If any household member is currently engaged in any illegal use of a drug; or if a pattern of illegal use of a drug by any household member interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents
11. If the HA determines that any family member has violated the family’s obligation under 24 CFR 982.551 not to engage in any drug-related criminal activity.
12. If an applicant or family violates the Amended Policy on Zero Tolerance Policy of Criminal Activity

C. Violation Against Women Act (VAWA) of 2005

Denial of assistance to an applicant or termination of assistance of a participant for criminal activity are subject to the provisions of the Violence Against Women Act of 2005 as described below:

1. Being a victim of domestic violence, dating violence, or stalking (see glossary for legal definitions) is not a basis for denial of assistance or admission to public or assisted housing if the applicant otherwise qualifies for assistance or admission
2. Incidents or threats of abuse will not be construed as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of a victim of abuse
3. Criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim of that abuse
4. Notwithstanding the restrictions that VAWA places, the HA may “bifurcate” a lease without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant, and such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by federal, state, and local law for the termination of leases or assistance under the relevant program of HUD-assisted housing. Neither the authority nor the procedures under any other law is necessary to bifurcate or otherwise remove an individual from the lease. Furthermore, this federal statutory authority to bifurcate a lease or otherwise remove an individual takes precedence over any federal, state, or local law to the contrary.
5. The HA has authority to terminate voucher assistance for certain family members while permitting other members of a participant family to continue receiving assistance (providing the culpable family member will no longer reside in the unit). The HA’s right to exercise this administrative discretion is not dependent on a bifurcated lease or other eviction action by the owner against an individual family member.
6. Certification of Abuse: The HA will request that the victim abuse complete the HUD form 50066 -- Certification of Domestic Violence, Dating Violence or Stalking. This form must be provided within 14 business days from the date the HA requests it. Without the certification, the HA may terminate assistance.

Family Self Sufficiency (FSS)

The HA will not terminate assistance for FSS families who fail to comply with the FSS Contract of Participation unless participation in FSS is a requirement or condition of the program under which the family was admitted.

D. FAMILY OBLIGATIONS

1. The family must supply any information that the HA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR). “Information” includes any requested

- certification, release or other documentation.
2. The family must supply any information requested by the HA 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 in accordance with HUD regulations.
 4. Any information supplied by the family must be true and complete.
 5. The family is responsible for an HQS breach caused by the family or their invitees.
 6. The family must allow the HA to inspect the unit at reasonable times and after reasonable notice.
 7. The family may not commit any serious or repeated violation of the lease.
 8. The family must notify the HA and the owner before the family moves out of the unit or terminates the lease on notice to the owner.
 9. The family must promptly give the HA a copy of any owner eviction notice.
 10. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
 11. The composition of the assisted family residing in the unit must be approved by the HA. The family must promptly inform the HA of the marriage (or the addition of a co-head), birth, adoption or court-awarded custody of a child. The family must request HA approval to add any family member as an occupant of the unit. No other person may reside in the unit (except for a foster child or live-in aide).
 12. The family must promptly notify the HA if any family member no longer resides in the unit.
 13. If the HA has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approval or HA approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.
 14. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family.
 15. The family must not sublease or let the unit.
 16. The family must not assign the lease or transfer the unit.
 17. The family must supply any information or certification requested by the HA to verify that the family is living in the unit, or relating to family absence from the unit, including any HA-requested information or certification on the purposes of family absences. The family must cooperate with the HA for this purpose. The family must promptly notify the HA of absence from the unit.
 18. The family must not own or have any interest in the unit.
 19. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs.
 20. The members of the family may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
 21. 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.

22. The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

Explanations and Terms

The term “promptly” when used with the family obligations always means “within 10 calendar days.”

Housing Authority Discretion

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the HA may consider all relevant circumstances such as the seriousness of the case, the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, the length of time since the violation occurred and more recent record of compliance, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure to act. All denials or terminations of assistance will be consistent with fair housing and equal opportunity provisions.

The HA may impose, as a condition of continued assistance for other family members, a requirement that other family members who participated in or were culpable for the action or failure will not reside in the unit.

In determining whether to deny admission or terminate assistance for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the HA may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully. For this purpose, the HA may require the applicant or participant to submit evidence of the household member’s current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

If the family includes a person with disabilities, the HA will determine if such action is subject to consideration of reasonable accommodation.

Lease Violations

In determining whether a serious or repeated violation of the lease will cause a termination of assistance, the HA will consider all circumstances including whether the owner terminates tenancy through court action for serious or repeated violation of the lease, the tenant’s statements and documents, verifications provided by either the owner or the tenant, and any reports of lease violations, neighborhood complaints or other third party information.

HQS Breach

The HA will determine if an HQS breach as identified in HUD Regulations is the responsibility of the family. Families may be given extensions to cure HQS breaches by the HA in accordance with HUD regulations.

Denial of Additions to the Household.

Proposed additions to the family may be denied to:

- Persons who have been evicted from public housing.
- Persons who engage in or have engaged in, drug-related criminal activity or violent criminal activity.
- Persons who do not meet the HA's definition of family.
- Persons who commit or have committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- Persons who currently owe rent or other amounts to the HA or to another HA in connection with Section 8 or Public Housing Assistance under the 1937 Act.
- Persons who have engaged in or threatened abusive or violent behavior toward HA personnel.

E. PROCEDURES FOR NON-CITIZENS

Termination due to Ineligible Immigrant Status

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending. Participant families in which all members are neither U.S. citizens nor eligible immigrants must have their assistance terminated; however, they will be given an opportunity for a hearing.

False or Incomplete Information

When the HA has clear, concrete, or substantial documentation (such as permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted and the individual given an opportunity to present relevant information.

If the individual is unable to verify their citizenship, the HA may give him/her an opportunity to provide a new declaration as an eligible immigrant or to elect not to contend their status. The HA will then verify eligible status, deny, terminate, or prorate as applicable. The HA will deny or terminate assistance based on the submission of false information or misrepresentations.

F. ZERO HOUSING ASSISTANCE PAYMENT FOR TENANTS

The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner. If within the 180 day time frame, the Total Tenant Payment causes the family to be eligible for a housing assistance payment, the HA will resume assistance payments for the family.

G. MISSED APPOINTMENTS AND DEADLINES

It is a family obligation to supply information, documentation, and certification as needed for the HA to fulfill its responsibilities. The HA schedules appointments and sets deadlines in order to obtain required information. The obligations also require that the family allow the HA to inspect the unit and appointments are made for this purpose.

If an applicant or participant does not keep an appointment, does not supply information required by

a deadline or does not allow the HA to inspect the unit, the HA may deny or terminate assistance. The family will be given information about the requirement to keep appointments as specified in this Plan.

Appointments may be scheduled and time requirements will be imposed for the following events and circumstances:

- Eligibility for Admissions
- Verification Procedures
- Voucher Issuance and Briefing
- Housing Quality Standards and Inspections
- Re-certifications
- Appeals

Procedure when Family Obligations are not met

When the participant family fails to fulfill their obligations within the time frames established by the HA, a “Conditional Termination of Assistance” appointment will be scheduled for the family. The appointment notice shall inform the family of the obligation not met and the necessary remedy. If the obligation is still not met, a Notice of Intent to Terminate Assistance will be issued. If the family corrects the breach within the time frame allowed for requesting a hearing, the notice may be rescinded. The HA will consider whether the family has a history of non-compliance in making determinations to terminate assistance.

At the same time that the family is notified of a breach in their obligations, a “Conditional Termination of Contract” notice will be sent to the owner. This notice will inform the owner that should the family fail to comply with their obligations, the contract will end. The notice will state the last day payment will be made on behalf of the family.

Chapter 16

OWNER DISAPPROVAL AND RESTRICTIONS

INTRODUCTION

It is the policy of the HA to recruit owners to participate in the program, and to provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of the HA. The regulations define when the HA must disallow an owner participation in the program, and they provide the HA discretion to disapprove or otherwise restrict the participation of owners in certain categories. This chapter describes the criteria for owner disapproval and the various penalties for owner violations.

A. DISAPPROVAL OF OWNER

The owner does not have a right to participate in the program. For purposes of this section, “owner” includes a principal or other interested party.

The HA will disapprove the owner for the following reasons:

- HUD has informed the HA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.
- HUD has informed the HA that the Federal Government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.
- HUD has informed the HA that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements
- The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
- The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.
- The owner has engaged in any drug-related criminal activity or any violent criminal activity.
- The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.
- The owner has a history or practice of renting units that fail to meet state or local housing codes.
- The owner has not paid state or local real estate taxes, fines or assessments.
- HA has received evidence that owner is requesting and accepting side payments for rent.
- The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
 - Threatens the health or safety of, or the right to peaceful enjoyment of the premises by other residents
 - Threatens the health or safety of other residents, or employees of the HA, or of owner employees or other persons engaged in management of the housing
 - Threatens the health or safety of, or the right to peaceful enjoyment of their

residences, by persons residing in the immediate vicinity of the premises
-Engages in drug-related criminal activity or violent criminal activity

- HUD regulations prohibit the HA from approving a unit if the owner is the parent, child, grandparent, grandchild, sister, brother, uncle, aunt, or in-law of any member of the tenant family, unless the HA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

B. OWNER RESTRICTIONS AND PENALTIES

If an owner commits fraud or abuse or is guilty of frequent or serious contract violations, the HA will restrict the owner from future participation in the program. The HA may also terminate some or all contracts with the owner.

Before imposing a penalty against an owner, the HA 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.

C. OTHER REMEDIES FOR OWNER VIOLATIONS

Overpayments

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

The HA 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 from future payments in order to repay the HA or the tenant, as applicable. The HA will take court action to recover overpayments when other means fail to result in such collection.

Chapter 17

OWNER OR FAMILY DEBTS TO THE HA

INTRODUCTION

This chapter describes the HA's policies for the recovery of monies which have been overpaid for families and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the HA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family or other interested parties.

The HA will make every effort to collect monies owed to the HA. The HA will use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments
- Civil suits
- Repayment agreements
- Abatements
- Collection agencies
- Credit bureaus
- Income tax set-off programs

A. REPAYMENT AGREEMENT FOR FAMILIES

A Repayment Agreement as used in this Plan is a document entered into between the HA and a person who owes a debt to the HA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of repayment, any special provisions of the agreement, and the remedies available to the HA upon default of the agreement.

The maximum length of time the HA will enter into a repayment agreement with a family is 12 months. Signing a Repayment Agreement does not guarantee continued assistance.

Late Payments

A payment will be considered to be in arrears if the payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the family's repayment agreement is in arrears, the HA may require the family to pay in full. If the family requests a move to another unit and has a repayment agreement in place, the family will be required to pay the balance in full prior to the issuance of a Voucher.

B. DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION

HUD's definition of program fraud and abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead.

Program Fraud

Families who owe money to the HA due to program fraud will be required to repay in accordance with the guidelines in the Repayment Section of this chapter and may be terminated from the housing assistance program.

If a family owes \$5,000 or more as a result of program fraud, the case may be referred to the HUD Inspector General. Where appropriate, the HA may refer the case for criminal prosecution.

C. OWNER DEBTS TO THE HA

If the HA determines that the owner has retained Housing Assistance Payments the owner is not entitled to, the HA may reclaim the amounts from future Housing Assistance Payments owed the owner for any units under contract.

If future Housing Assistance Payments are insufficient to reclaim the amounts owed, the HA may:

- Require the owner to pay the amount in full within a maximum of 12 months
- Pursue collections through the court system
- Restrict the owner from future participation

Chapter 18

COMPLAINTS AND APPEALS

INTRODUCTION

The informal hearing requirements defined in HUD regulations are applicable to participating families who disagree with an action, decision, or inaction of the HA. This chapter describes the policies, procedures and standards to be used when families disagree with a HA decision. The procedures and requirements are explained for preference denial meetings, informal reviews and hearings. It is the policy of the HA to ensure that all families have the benefit of all protections due to them under the law.

A. COMPLAINTS TO THE HA

The HA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. The HA prefers that all complaints be put in writing, however, they may be reported by telephone. Complaints that cannot be substantiated will be so noted.

Categories of Complaints

Complaints from families, owners, or the general public will be referred to the Housing Specialist first. Unresolved complaints or those involving a staff member will be referred to a Housing Supervisor or Internal Program Review Operation (IPRO).

Any complaints of racial, ethnic or sexual harassment involving staff will be handled according to County personnel policies. Any complaints regarding racial, ethnic or sexual harassment not involving staff will be documented, referred to Fair Housing and/or Legal Aid, and will be reviewed by supervisory staff.

B. PREFERENCE DENIALS (CFR 982.554)

When the HA denies a preference to an applicant, the family will be notified in writing of the specific reason for the denial and offered the opportunity for an informal review with an HA staff person to discuss the reasons for the denial and to dispute the HA's decision. If the decision to deny is upheld, the applicant's name will be withdrawn from the waiting list, and an opportunity for an informal review will be given.

C. INFORMAL REVIEW

The HA must give an applicant an opportunity for an informal review of the HA decision denying assistance to the applicant. After review, the applicant will be furnished with a written final decision including a statement of the reasons for the final decision.

The HA is not required to provide the applicant an opportunity for an informal review for any of the following:

1. Discretionary administrative determinations by the HA.
2. General policy issues or class grievances.

3. A determination of the family unit size under the HA subsidy standards.
4. An HA determination not to approve an extension or suspension of a voucher term.
5. An HA determination not to grant approval to lease a unit under the program or to approve a proposed lease.
6. HA determination that a unit selected by the applicant is not in compliance with HQS.
7. An HA determination that the unit is not in accordance with HQS because of the family size or composition.

Reviews are provided for applicants who are denied assistance before the effective date of the HAP Contract. The exception is that when an applicant is denied assistance for citizenship or eligible immigration status, the applicant is entitled to an informal hearing.

D. INFORMAL HEARING

The HA must provide participants with the opportunity for an informal hearing for decisions related to any of the following:

1. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
2. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the HA utility allowance schedule.
3. A determination of the family unit size under HA subsidy standards.
4. A determination to terminate assistance for a participant family because of the family's action or failure to act.
5. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under HA policy and HUD rules.

The HA will give the family prompt notice of such determinations which will include:

- The proposed action or decision of the HA.
- The date the proposed action or decision will take place.
- The family's right to an explanation of the basis for the HA's decision.
- The procedures for requesting a hearing if the family disputes the action or decision.
- The time limit for requesting the hearing.
- To whom the hearing request should be addressed.

The HA is not required to provide a participant family an opportunity for an informal hearing for any of the following:

8. Discretionary administrative determinations by the HA.
9. General policy issues or class grievances.
10. Establishment of the HA schedule of utility allowances for families in the program.
11. An HA determination not to approve an extension or suspension of a Voucher term.
12. An HA determination not to approve a unit or lease.
13. An HA determination that an assisted unit is not in compliance with HQS. However, the HA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family as described in 24 CFR 982.551.

14. An HA determination that the unit is not in accordance with HQS because of the family size.
15. A determination by the HA to exercise or not to exercise any right or remedy against the owner under a HAP contract.

E. INFORMAL REVIEW/HEARING PROCEDURES

It is the HA's objective to resolve disputes at the lowest level possible. Informal reviews are granted to applicants and informal hearings are granted to participants. The HA will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

Notification of Review/Hearing

When the HA determines that an applicant is denied assistance, and for participants, other specified actions, the family must be notified in writing. The notice must contain:

- The reason(s) the action is being taken,
- The procedure for requesting an informal review/hearing if the applicant/participant does not agree with the decision, and
- The time limit for requesting a review/hearing.

A request for an informal review/hearing must be received in writing by the close of the business day, no later than 10 calendar days from the date of the HA's notification of denial of assistance or intent to terminate assistance. For informal hearings, the information packet must be submitted to the hearing officer by the HA within 5 business days of receipt of the request for hearing. An appointment will be scheduled and a letter will be sent by the hearing officer within 5 business days from the date the information packet is received and the informal hearing will be conducted no more than 14 calendar days from the date the appointment letter is sent. For informal reviews, the review must be performed within 14 calendar days from the date the review is requested and the results sent to the applicant by mail within 10 business days after the review. The review will be performed in person unless the applicant requests either a review by phone or letter. The informal review/hearing shall be conducted by the review/hearing officer appointed by the HA who is neither the person who made nor approved the decision, nor a subordinate of that person. The HA appoints a review/hearing officer who is a staff person at the Housing Specialist II level or above, or an individual from outside the HA.

The review/hearing shall concern only the issues for which the family has received the opportunity for a review/hearing. Evidence presented at the review/hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The applicant/participant will be given the opportunity to present oral or written objections to the decision. Both the HA and the family may present evidence and witnesses. Both the HA and the family may use an attorney or other representative to assist them at their own expense.

A representative with written authorization to act on behalf of the applicant/participant may conduct an informal review/hearing in the absence of the applicant/participant, unless the representative has an interest in the rental assistance, i.e., the owner of the assisted unit.

When the hearing officer receives an information packet for an informal hearing, an informal hearing date will be scheduled and the notification will contain:

1. The date and time of the hearing.
2. The location where the hearing will be held.
3. The family's right to bring evidence, witnesses, legal or other representation at the family's expense.
4. The right to view any documents or evidence in the possession of the HA upon which the HA based the proposed action, and to obtain a copy of such documents prior to the review/hearing. Such documents or evidence must be sent to the family no later than 7 days before the review/hearing date.
5. A notice to the family that the HA will request a copy of any documents or evidence the family will use at the review/hearing. Such documents or evidence must be received by the HA no later than 7 days before the review/hearing date.

After a review/hearing date is scheduled, the family may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

Family rights:

- Examine the documents in the file which are the basis for the HA's action, and all documents submitted to the Hearing Officer.
- The family must be allowed to copy any such document at the family's expense.

If the HA does not make the document available for examination on request of the family, the HA may not rely on the document at the hearing.

HA rights:

- Examine at HA offices before the HA hearing any family documents that are directly relevant to the hearing.
- The HA must be allowed to copy any such document at the HA's expense.

If the family does not make the document available for examination on request of the HA, the family may not rely on the document at the hearing.

The review/hearing officer will determine whether the action, inaction or decision of the HA is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the review/hearing.

A notice of the review/hearing findings shall be provided in writing to the HA and the family within 10 business days and shall include a clear summary of the decision, reasons for the decision, and the amount of any money owed, if applicable.

When the HA is not bound by review/hearing decisions:

- Concerning matters in which the HA is not required to provide an opportunity for a hearing.
- Which conflict with or contradict HUD regulations or requirements.
- Which conflict with or contradict federal, state or local laws.
- Which exceed the authority of the person conducting the review/hearing.

The HA shall send a letter to the applicant/participant if it determines the HA is not bound by the review/hearing officer's determination within 21 calendar days. The letter shall include the HA's reasons for the decision with a copy to the review/hearing officer.

All requests for a review/hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

F. HEARING AND APPEAL PROVISIONS FOR RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision of the INS appeal.

Assistance to a family may not be terminated or denied while the informal hearing is pending but assistance to an applicant may be delayed pending the informal hearing.

INS Determination of Ineligibility

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the HA notifies the applicant or participant within 10 calendar days of their right to appeal to the INS within 30 calendar days or to request an informal hearing with the HA either in lieu of or subsequent to the INS appeal.

If the family appeals to INS, they must give the HA a copy of the appeal and proof of mailing or the HA may proceed to deny or terminate. The time period to request an appeal may be extended by the HA for good cause.

The request for an HA hearing must be made within 10 calendar days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within 10 calendar days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in this plan for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members, the HA will deny the applicant family. If there are eligible members in the family, the HA will offer to prorate assistance or give the family the option to remove the ineligible members.

If any family member fails to provide documentation or certification of eligible citizenship/immigration as required by the regulation, that member is treated as ineligible. If all family members fail to provide documentation or certification, the family will be denied or

terminated.

Participants whose assistance is prorated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of tenant rent and total tenant payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

APPENDIX A: GLOSSARY

ABSORPTION: The point at which a receiving HA stops billing the initial HA for assistance on behalf of a portability family. The receiving HA uses funds available under the receiving HA consolidated ACC.

ACC RESERVE ACCOUNT (formerly Project Reserve): Account established by HUD from amounts by which the maximum payment to the HA under the consolidated ACC (during an HA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

ADJUSTED INCOME: Annual income, less allowable HUD deductions.

ADMINISTRATIVE FEE: Fee paid by HUD to the HA for administration of the program.

ADMINISTRATIVE FEE RESERVE (formerly Operating Reserve): Account established by HA from excess administrative fee income. The administrative fee reserve must be used for housing purposes.

ADMISSION: The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.

ALCOHOL ABUSE: HACR has determined that a pattern of alcohol abuse exists when there are two or more criminal charges involving alcohol during a three year period.

ANNUAL CONTRIBUTIONS CONTRACT (ACC): A written contract between HUD and an HA. Under the contract HUD agrees to provide funding for operation of the program, and the HA agrees to comply with HUD requirements for the program.

ANNUAL INCOME: The anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

APPLICANT (or applicant family): A family that has applied for admission to a program, but is not yet a participant in the program.

ASSETS: (See Net Family Assets.)

ASSISTED TENANT: A tenant who pays less than the market rent as defined in the regulations. Includes tenants receiving rent supplement, Rental Assistance Payments, or Section 8 assistance and all other 236 and 221 (d)(3) BMIR tenants, except those paying the 236 market rent or 120 percent of the BMIR rent, respectively.

BUDGET AUTHORITY: An amount authorized and appropriated by the Congress for payment to the HA under the program. For each funding increment in an HA program, budget authority is the maximum amount that may be paid by HUD to the HA over the ACC term of the funding increment.

CHILD: A member of the family other than the head or spouse who is under 18 years of age.

CHILD CARE EXPENSES: Reasonable amounts (based on average county wide costs determined by a yearly survey of child care providers and not exceeding the earned income) paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed or for a household member to further his/her education.

CITIZEN: A citizen or national of the United States.

CO-HEAD: One additional adult in the household who is equally responsible for the lease with the Head of Household. A Co-head does not qualify the family as a disabled household and consequently does not receive a \$400 annual allowance.

CONTINUOUSLY ASSISTED: If the family is already receiving assistance under any 1937 Housing Act program when admitted to the Voucher program than the applicant is considered continuously assisted under the 1937 Housing Act.

CONTRACT: (See Housing Assistance Payments Contract.)

CONTRACT AUTHORITY: The maximum annual payment by HUD to an HA for a funding increment.

CONTRACT RENT: Contract Rent is the total rent paid to the owner, including the tenant payment and the HAP payment from the HA.

COVERED PERSON: A tenant, any member of the tenant's household, a guest or another person under the tenant's control.

DATING VIOLENCE: Violence committed by a person (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) The length of the relationship; (ii) the type of the relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

DEPENDENT: A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a disabled person or handicapped person, or is a full-time student 18 years of age or over.

DISABLED PERSON: A person who is any of the following:

1. A person who has a disability as defined in Section 223 of the Social Security Act. (42 U.S.C. 423).
2. A person who has a physical, mental, or emotional impairment that:
 - a. Is expected to be of long-continued and indefinite duration;
 - b. Substantially impedes his or her ability to live independently; and
 - c. Is of such a nature that ability to live independently could be improved by more suitable housing conditions.
3. A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

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 under federal disaster relief laws.

DOMICILE: The legal residence of the household head or spouse as determined in accordance with state and local law.

DOMESTIC VIOLENCE: Felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

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

DRUG-RELATED CRIMINAL ACTIVITY: The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

ELDERLY/DISABLED FAMILY: A family whose head or spouse or whose sole member is an elderly person, a disabled person, or a handicapped person as defined in this section; or may be two or more elderly, disabled or handicapped persons living together; or one or more such persons living with another person who is determined to be essential to his/her care and well being.

ELDERLY PERSON: A person who is at least 62 years old.

EVIDENCE OF CITIZENSHIP: Evidence of citizenship or eligible immigration status means the documents that must be submitted to verify citizenship or eligible immigration status.

EXCESS MEDICAL EXPENSES: Any medical expenses incurred by elderly or disabled families only, in excess of 3 percent of annual income that are not reimbursable from any other source.

EXTREMELY LOW INCOME: A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

FAIR MARKET RENT (FMR): The rent including the cost of utilities (except telephone) that would be required to be paid in the housing market area to obtain privately owned existing decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Fair market rents for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published annually in the *Federal Register* in accordance with HUD regulations.

FAMILY: The applicant must qualify as a family as defined in Chapter 2 of this Administrative Plan. Family is used interchangeably with “Applicant” or “Participant” and can refer to a group of persons or a single person family.

FAMILY OF VETERAN OR SERVICE PERSON: A family is a family of a veteran or service person when:

1. The veteran or service person (a) is either the head of household or related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.
2. The veteran or service person, unless deceased, is living with the family or is only temporarily absent unless she/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support she/he is legally responsible and the spouse has not remarried; or (b) not the head of the household, but is permanently hospitalized; provided, that she/he was a family member at the time of hospitalization and at least one related person remains in the family.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM): The program established by an HA to promote self-sufficiency of assisted families, including the provision of supportive services.

FOSTER CHILD: Child whose care, comfort, education, and upbringing has been left to persons other than his natural parents. All foster care income of is excluded.

FOSTER CHILD CARE PAYMENT: Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

FULL-TIME STUDENT: A person who is 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.

FUNDING INCREMENT: Each commitment of budget authority by HUD to an HA under the consolidated annual contributions contract for the HA program.

GAINFUL EMPLOYMENT: Employed and working an average of 32 hours per week.

GROSS RENT: The sum of the Contract Rent plus the current utility allowance. If there is no utility allowance, Contract Rent equals Gross Rent. The Gross Rent will be used as the payment standard when it is less than the authorized payment standard.

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

HA: A Housing Authority - either a Public Housing Agency or an Indian Housing Authority or both. The Housing Authority of the County of Riverside is referred to as “HA” or “Housing Authority” throughout this document.

HANDICAP ASSISTANCE: Anticipated costs for care aides and auxiliary apparatus for handicapped or disabled family members that enable a family member (including the handicapped family member) to work.

HANDICAPPED PERSON: [Referred to as a Person with a Disability]. A person having a physical or mental impairment which:

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 nature that such ability could be improved by more suitable housing conditions.

HAP CONTRACT: (See Housing Assistance Payments Contract.)

HARD TO HOUSE: Families with three or more minor children are considered a hard to house family. Families that have a disabled person are considered as a hard to house family. Special assistance will be given to these families in finding a rental unit other than their pre-program unit.

HEAD OF HOUSEHOLD: The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

HOMELESS: Any person or family that: 1) lacks a fixed, regular and adequate nighttime residence; and 2) has a primary nighttime residence that is: (a) a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing); (b) an institution that provides a temporary residence for persons intended to be institutionalized; or (c) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

HOUSEHOLD: All persons living in the assisted home who have been authorized by the HA. Any person living in the household without permission of the HA is considered an unauthorized household member.

HOUSING AGENCY: A state, county, municipality or other governmental entity or public body authorized to administer the program. The term “HA” includes an Indian housing authority (IHA). (HA and PHA mean the same thing.)

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974: Act in which the U.S. Housing Act of 1937 (sometimes referred to as the Act) was recodified, and which added the Section 8 Programs.

HOUSING ASSISTANCE PAYMENT: The monthly assistance payment by an HA. The total assistance payment consists of:

1. A payment to the owner for rent to owner under the family’s lease
2. An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a utility reimbursement payment.

HOUSING ASSISTANCE PAYMENTS CONTRACT: (HAP Contract). A written contract between the HA and an owner in the form prescribed by HUD, in which the HA agrees to make housing assistance payments to the owner on behalf of an eligible family.

HOUSING ASSISTANCE PLAN: (1) A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. (2) A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

HOUSING QUALITY STANDARDS (HQS): The HUD minimum quality standards for housing assisted under the tenant-based programs.

HUD: The U.S. Department of Housing and Urban Development.

HUD REQUIREMENTS: HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters as regulations, Federal Register notices or other binding program directives.

IMPUTED ASSET: Asset disposed of for less than Fair Market Value during the two years preceding examination or reexamination and valued at more than \$5,000.

IMPUTED ASSET INCOME: HUD passbook rate times total cash value of assets. Imputed asset income is used when assets exceed \$5,000.

IMPUTED WELFARE INCOME: The difference between the actual welfare grant received by the family and the amount that would be received by the family if a family member was not sanctioned for fraud, or failure to participate in an economic self sufficiency program, or comply with a work activities requirement.

INCOME: Income from all sources of each member of the household as determined in accordance with HUD regulations for included and excluded income.

INCOME FOR ELIGIBILITY: Annual Gross Income.

INDIAN: Any person recognized as an Indian or Alaska Native by an Indian Tribe, the Federal Government, or any State.

INDIAN HOUSING AUTHORITY (IHA): A housing agency established either:

1. By exercise of the power of self-government of an Indian Tribe, independent of state law, or
2. By operation of state law providing specifically for housing authorities for Indians

INTEREST REDUCTION SUBSIDIES: The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

INS: The U.S. Immigration and Naturalization Service

LANDLORD: This term means either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner. “Landlord” and “Owner” are used interchangeably. See definition of Owner.

LEASE: A written agreement between an owner and an eligible family for the leasing of a housing unit. The Section 8 Voucher program has an Addendum to the Lease that has mandatory language that must be incorporated into any lease the HA uses.

LIVE-IN AIDE: A person who resides with an elderly person or disabled person and who:

1. Is determined to be essential to the care and well being of the person
2. Is not obligated for the support of the person
3. Would not be living in the unit except to provide necessary supportive services
4. Is recommended by a medical professional

LOCAL PREFERENCE: A preference used by the HA to select among applicant families.

LOW-INCOME FAMILY: A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. For admission to the Section 8 program, HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

MARKET RENT: The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in a FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for Section 8. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

MEDICAL EXPENSE: Those total medical expenses, including medical insurance premiums that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance.

MINOR: A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

MIXED FAMILY: A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

MONTHLY ADJUSTED INCOME: 1/12 of the annual income after allowances or adjusted income.

MONTHLY INCOME: 1/12 of the annual gross income.

NATIONAL: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

NET FAMILY ASSETS: Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

NON-CITIZEN: A person who is neither a citizen nor national of the United States.

NUCLEUS FAMILY: All family members at the time of initial voucher issuance (Intake) plus any members added by marriage, birth, adoption, or court awarded custody.

OCCUPANCY STANDARDS: [Now referred to as Subsidy Standards] Standards established by an HA to determine the appropriate number of bedrooms for households. The subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.

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

OWNER: Any persons or entity having the legal right to lease or sublease housing.

PARTICIPANT: A family that has been admitted to the HA's Section 8 program. The family becomes a participant on the effective date of the first HAP contract executed by the HA for the family (First day of initial lease term).

PAYMENT STANDARD: The amount used to calculate the housing assistance a family will receive in the HA's Housing Voucher Program.

PREFERENCE: See Local Preference.

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

PUBLIC ASSISTANCE: Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, State or Local Governments.

PUBLIC HOUSING AGENCY (PHA): A state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term PHA includes an Indian Housing Authority (IHA). (HA and PHA mean the same thing.) In this rule, a PHA is referred to as a housing agency (HA).

RANKING PREFERENCE: A preference used by the HA to select among applicant families that qualify for a preference.

REASONABLE ACCOMMODATION: In order to grant equal access and/or an equal opportunity to participate in the HCVP, the PHA will consider requests for reasonable accommodation (reasonable adjustments to the rules, policies, practices, procedures which do not reduce or waive the essential requirements of the program) by persons with disabilities. Accommodations are not reasonable if they require fundamental alterations in the nature of the program, or impose undue financial burdens on the PHA. Requests for reasonable accommodation will be considered on a case-by-case basis.

REMAINING MEMBER OF TENANT FAMILY: The remaining family member is a member of the family who remains in the assisted unit after the death of the Head of Household, or removal of the Head of Household to an assisted living environment, or government facility. To be considered the remaining member of the tenant family, the person must have been previously approved as part of the nucleus family by the HA and be currently living in the unit.

RENT BURDENED: Paying more than 50% of family income for rent and utilities. In order to be given the preference of rent burdened, a family must provide evidence that the family pay rent in a form that is verifiable such as cancelled checks or money order receipts for the last three months. In addition, verification of utility payments for the last year will be required for the current place in which the family resides (if the family has been in the current residence for less than a year,

verification of utility payments for the time the family has been in their current residence will be required).

RENT TO OWNER: The total amount of rent payable to the owner by the family and the HA per month for an assisted unit. Side payments are prohibited.

RESIDENCY PREFERENCE: Given to those applicants who, at the time of release from the waiting list, either: a) reside in the County of Riverside or b) work (head/spouse or sole member of the household is employed) or have been notified that they are hired to work in the County of Riverside. This residency preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.

RESPONSIBLE ENTITY: The person or entity responsible for administering the restrictions on providing assistance to non-citizens with ineligible immigration status (the HA).

SECRETARY: The Secretary of Housing and Urban Development

SECURITY DEPOSIT: A dollar amount that can be applied to unpaid rent, damages or other amounts to the owner under the lease.

SECTION 214: Section 214 restricts HUD from making financial assistance available for non-citizens unless they meet one of the categories of eligible immigration status specified in Section 214.

SERVICE PERSON: A person in the active military or naval service (including the active reserve) of the United States.

SINGLE PERSON: A person living alone or intending to live alone.

SPORADIC INCOME: Income that is not regularly received by the household but is received no more than six times in a year.

SPOUSE: The husband or wife of the head of the household. Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It does not cover boyfriends, girlfriends, significant others, or “co-heads” “Co-heads” is a term recognized by some HUD programs, but not by public and Indian housing programs.

STALKING: Stalking means (A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; or (ii) to place undersurveillance with the intent to kill, injure, harass, or intimidate another person; and (B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person; (ii) a member of the immediate family of the person; or (iii) the spouse or intimate partner of that person. As used above, immediately family is defined to mean “with respect to a person (A) a

spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in loco parentis; or (B) any other person living in the household of that person and related to that person by blood or marriage.”

SUBSIDIZED PROJECT: A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) that receives the benefit of subsidy in the form of:

1. Below-market interest is pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or
2. Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or
3. Direct loans pursuant to Section 202 of the Housing Act of 1959; or
4. Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;
5. Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development act unless the project is owned by a Public Housing Agency;
6. A Public Housing Project.

SUBSIDY STANDARDS: Standards established by an HA to determine the appropriate number of bedrooms for households. The subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.

TENANT: Tenant is used to refer to participants in terms of their relation to landlords as lessee.

TENANT RENT (Also called Net Family Contribution): The amount payable monthly by the family as rent to the owner (including a HA in other programs). Where all utilities (except telephone) and other essential housing services are supplied by the owner, tenant rent equals total tenant payment. Where some of all utilities (except telephone) and other essential housing services are not supplied by the owner and the cost thereof is not included in the amount paid as rent to the owner, tenant rent equals total tenant payment less the utility allowance in the Certificate program. In the Voucher program, tenant rent is rent to owner less HAP.

TOTAL TENANT PAYMENT (TTP): The amount the HUD rent formula requires the tenant to pay toward rent and utilities.

TRANSITIONAL HOUSING: A housing unit located in a building that contains sleeping accommodations, kitchen, and bathroom facilities. Used exclusively to facilitate the transition of homeless individuals to independent living within twenty-four (24) months and where a governmental body or qualified nonprofit organization provides those individuals with temporary housing and supportive services to assist them in finding and keeping permanent housing.

UNIT: Residential space for the private use of a family.

UTILITIES: Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage service. Telephone and cable service are not included as utilities.

UTILITY ALLOWANCE: If the cost of utilities (except telephone) including range and refrigerator, and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a HA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy living environment.

UTILITY REIMBURSEMENT PAYMENT: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

VERY LOW INCOME FAMILY: A lower-income family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the Voucher program.

VETERAN: A person who meets the definition of a veteran according to California Military and Veterans Code Section 980
<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=mvc&group=00001-01000&file=980-980.5>

VIOLENT CRIMINAL ACTIVITY: Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

VOUCHER HOLDER: A family holding a Voucher with unexpired search time.

WAITING LIST: A list of families organized according to HUD regulations and HA policy who are waiting for subsidy to become available.

WELFARE ASSISTANCE: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State, or local Governments.

WORKING FAMILIES: A family in which the head, spouse or sole member is employed and is working at least 32 hours per week at California minimum wage or higher for the last 60 days, or receiving State Disability or Workman's Compensation in lieu of earnings provided that the person was employed and working at least 32 hours per week at California minimum wage for 60 days prior to receiving State Disability or Workman's Compensation.

APPENDIX B: CODE OF CONDUCT

The Housing Authority of the County of Riverside strives to conduct business in accordance with core values and ethical standards. Professional conduct, ethical practices and adherence to all laws, regulations, and government codes are expected by all employees at all times. To ensure compliance with these standards, the following policies have been established:

PROHIBITED ACTIVITIES:

1. Employees shall not engage in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her duties, functions, or responsibilities in a position with the Housing Authority. Employees shall not perform any work, service or counsel for compensation outside of the agency where any part of his/her efforts will be subject to approval by any other officer, employee, board, or commission of this Housing Authority.
2. Prohibited activities shall include but not be limited to:
 - a. Acceptance of money or other consideration from anyone other than the Housing Authority for the performance of duties required or expected of him/her in the regular course of Housing Authority employment.
 - b. Performance of an act in other than his/her capacity as an officer or employee which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other officer or employee of the Housing Authority.
 - c. Any act wherein time demands would render performance of his or her duties as an officer or employee less efficient and productive.
 - d. Embezzlement and falsification of accounts as defined in the California Penal Code.

CONFLICT OF INTEREST POLICY

1. To avoid potential conflicts of interest, or the appearance of such, it is the policy of this Housing Authority that:
 - A. No employee shall enter into any agreement, written or unwritten, without prior approval from the Assistant Executive Director or his designee, that involves any direct payment or other form of compensation as a result of any program administered by this Housing Authority, either directly or indirectly, through agreements with other parties.
 - B. No employee, officer, or agent of the Housing Authority shall participate directly or indirectly in the selection, award or administration of any contract if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other

interest in the execution of a contract or in Housing Authority program participation is held by:

- (1) An employee, officer, or agent involved in making the award;
- (2) The relative of such a person (including, but not limited to, father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, father-in-law, mother in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister);
- (3) The partner of such a person; or,
- (4) An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

THE CONSEQUENCES OF RULE VIOLATIONS:

Any violation of prohibited activities shall be handled as for the acts set out under Section 2.I. (3) of the Agency's personnel policies on Discipline, Dismissal, and Review.

APPENDIX C: ZERO TOLERANCE POLICY

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE AMENDED POLICY ON ZERO TOLERANCE OF CRIMINAL ACTIVITY

April 3, 2007

PURPOSE

To establish a Housing Authority (HA) policy for zero tolerance of violent and drug-related criminal activity or any criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or others in the immediate vicinity in any housing program administered by the Housing Authority. Criminal activity as listed above will hereinafter be called “prohibited criminal activity.” “Minor traffic offenses” may include offenses such as parking violations, registration violations or failure to provide proof of insurance. Traffic offenses that include illegal use of controlled substances or alcohol related violations of traffic laws are not considered minor. Persons convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing will be permanently denied admission to any federally assisted housing program. Persons convicted of sex offenses that require a lifetime registration as a sex offender are prohibited from participation in any housing assistance programs administered by the Housing Authority in accordance with Federal Regulations. Exceptions in this policy do not apply to registered sex offenders or any person who was convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing. The Violence Against Women Act (VAWA) prohibits the eviction of, and removal of assistance from, victims living in public or Section 8 assisted housing if the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault, or stalking.

BACKGROUND

The primary mission of the Housing Authority is to assist low and moderate income families, including elderly and disabled persons, by operating programs which provide them decent, safe and sanitary housing at affordable costs. The programs currently administered by the Housing Authority include the Section 8 Housing Choice Voucher Housing Program and Affordable Public Housing Program.

POLICY

It is the policy of the Housing Authority of the County of Riverside that:

Prohibited criminal activity will not be tolerated. The Housing Authority will foster crime-free housing by implementing aggressive strategies which will reflect a zero tolerance of prohibited criminal activity by:

The Housing Authority may deny assistance to any household containing a member that has a history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety, or welfare of other tenants. {CFR 960.202a(2)iii & 203c}.

1. Denying or terminating rental assistance to all households containing a member that has engaged in prohibited criminal activity, unless that member can demonstrate the following:
 - a. Evidence of crime-free living within the last three years and no occurrence of criminal behavior (other than minor traffic offenses), **and**
 - b. Applicant/tenant must not have been in custody or doing jail time during the last three years; **and**
 - c. Satisfactory adherence to all court and probation/parole mandated conditions.

2. Denying or terminating tenancy, in any Housing Authority owned rental unit, to any household containing a member that has engaged in prohibited criminal activity, unless that member can demonstrate the following:
 - a. Evidence of crime-free living within the last three years and no occurrence of criminal behavior (other than minor traffic offenses), **and**
 - b. Applicant/tenant must not have been in custody or doing jail time during the last three years; **and**
 - c. Satisfactory adherence to all court and probation/parole mandated conditions.

3. Criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that domestic violence, dating violence, sexual assault, or stalking, provided that the victim member demonstrates the following:
 - a. The perpetrator of the domestic violence no longer resides in the assisted unit.
 - b. Applicant/tenant requesting exception based on 3 above shall complete HUD form 50066 within 14 business days after the HA has requested such certification in writing.
 - c. If the applicant/tenant does not provide the certification within 14 business days after the HA has requested such certification in writing, assistance may be terminated.

4. Alerting all rental assistance program participants and tenants residing in Housing Authority owned housing about their obligation to keep rental units free from prohibited criminal activity.

5. Incorporating the HUD required Tenancy Addendum which includes grounds for termination of tenancy due to criminal activity into all rental leases used by the Housing Authority and requiring the use of said Tenancy Addendum for all private rental property owners in the county.
6. Conducting workshops for rental property owners and managers to stress the importance of screening potential tenants, inspecting the premises of rental property, and taking action against tenants engaged in criminal activity, fraud, or side payments.
7. Seeking a collaborative relationship with all law enforcement agencies within the County of Riverside and the Office of Inspector General to assist in the enforcement of this Amended Policy on Zero Tolerance Policy of Criminal Activity.
8. Screening all housing program applicants and participants through the Consolidated Courts of the County of Riverside online system, Consolidated Courts of the County of San Bernardino online system, Consolidated Courts of the County of Los Angeles online system, any and all available Sex Offender registries, and any other available sources to disclose any criminal background information.
9. Providing the Riverside County Sheriff Department with requested incident reports from Public Housing properties, to be used by the Crime Analysis unit in identifying crime patterns, series, and other potential problems.

CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary					
PHA Name: Housing Authority of the County of Riverside		Grant Type and Number Capital Fund Program Grant No: CA16 P027-50104 Replacement Housing Factor Grant No:			Federal FY of Grant: 2004
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 3) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2006 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	\$165,000.00	\$160,094.00	\$160,094.00	0
3	1408 Management Improvements Soft/Hard Costs	\$50,000.00	\$50,000.00	\$20,000.00	\$18,713.95
4	1410 Administration	\$82,800.00	\$80,047.00	\$60,047.00	\$25,125.60
5	1411 Audit	\$1,000.00	\$1,000.00	0	0
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	\$10,000.00	0	0	0
10	1460 Dwelling Structures	\$453,200.00	\$509,329.00	\$509,329.00	\$441,978.77
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency	66,000.00	0	0	0
20	Amount of Annual Grant: (sum of lines 2 to19)	828,000.00	800,470.00	\$749,470.00	\$485,818.32

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

PHA Name: Housing Authority of the County of Riverside		Grant Type and Number Capital Fund Program Grant No: CA16 P027 - 50104 Replacement Housing Factor Grant No:				Federal FY of Grant: 2004			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	Revised	Funds Obligated	Funds Expended	
	Operations		1406		165,000.00	160,094.00	160,094.00		
Management Improvement	Management Improvement Items- computers, hardware & software, upgrade video conferencing, digital camera, Preventive Maintenance Program, Energy Audit, Employee Training, Resident Services		1408(a)		50,000.00	50,000.00	20,000.00	18,713.95	
Salaries	Staff, management including benefits		1410		82,800.00	80,047.00	60,047.00	25,125.60	
	Audit		1411		1,000.00	1,000.00			
009/017/31Thermal 1,2	Kitchen remodel-cabinets, counters, floors, and appliances		1460	Thermal 1 (28 units \$5000 each)	140,000.00	0			Work moved to FY05
010/Cat City	Air Conditioning- heat pump		1460	14 units (\$6000 each)	76,500.00	84,000.00	84,000.00	16,650.00	Actual cost \$120,000
016/020 Gloria, Moreno Valley	Roof replacement/ from FY05		1460	5 bldgs. Townhouse	57,000.00	42,478.00	42,478.00	42,477.77	Complete
018-2/DHS	Air conditioning – heat pump		1460	42 units	210,000.00	219,700.00	219,700.00	219,700.00	Complete
22/Highland, Rubidoux	Courtyard lighting for Highland		1450	2 –20 ft.polelights	10,000.00	0.00			Completed 50103
41/Aladdin	Air conditioning – heat pump		1460	20 units 10 duplexes	0	163,151.00	163,151.00	163,151	Actual cost \$219,600
41/Aladdin	Color coat and paint from 50107		1460	20 units 10 duplexes	0	0			\$ transferred to A/C
01/41/16,12/22/18.1/1 6, 20/22/21/15/14/11, 13	Mailbox replacements		1450		0	0			Work done in 50203
Contingency			1502		66,000.00	0			

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

PHA Name: Housing Authority of the County of Riverside		Grant Type and Number Capital Fund Program No: CA16 P027 - 50104 Replacement Housing Factor No:					Federal FY of Grant: 2004
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Operations	9/13/2006		09/30/2006	9/13/2008			
Management Improvements	9/13/2006			9/13/2008			
Administration	9/13/2006			9/13/2008			
Audit	9/13/2006			9/13/2008			
27-010 Cathedral City	9/13/2006		09/30/2006	9/13/2008			
27-016 Moreno Valley	9/13/2006		09/30/2006	9/13/2008		12/31/2006	
27-018-2 DHS	9/13/2006		12/31/2005	9/13/2008		04/30/2006	
41-Aladdin	9/13/2006		09/30/2006	9/13/2008		12/31/2006	
Contingency	9/13/2006			9/13/2008			

CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Housing Authority of the County of Riverside	Grant Type and Number Capital Fund Program Grant No: CA16 P027-50105 Replacement Housing Factor Grant No:	Federal FY of Grant: 2005
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Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement (revision no: 2)
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	160,000.00	154,701.00		
3	1408 Management Improvements Soft/Hard Costs	50,000.00	45,805.00		
4	1410 Administration	80,000.00	65,000.00		
5	1411 Audit	1,000.00	1,000.00		
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	142,000.00	142,000.00		
10	1460 Dwelling Structures	365,000.00	365,000.00		23,167.80
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency	2,000.00			
20	Amount of Annual Grant: (sum of lines 2 to 19)	800,000.00	773,506.00		23,167.80

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

PHA Name: Housing Authority of the County of Riverside		Grant Type and Number Capital Fund Program Grant No: CA16 P027 - 50105 Replacement Housing Factor Grant No:				Federal FY of Grant: 2005			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	Revised	Funds Obligated	Funds Expended	
	Operations		1406		160,000.00	154,701.00	154,701.00		
Management Improvement	Management Improvement Items- computers, hardware & software, upgrade video conferencing, digital camera, Preventive Maintenance Program, Energy Audit, Employee Training, Resident Services		1408(a)		50,000.00	45,805.00			
Salaries	Staff, management including benefits		1410		80,000.00	65,000.00			
	Audit		1411		1,000.00	1,000.00			
07-Jackson	Door replacements and sliding glass doors		1460	69	81,000.00	81,000.00 + 12,871.90 +20,00.00 223,871.90			
09/17- Thermal 1	Kitchen remodel- cabinets, counters, floors, appliances, sinks, and garbage disposal		1460	28 units	168,000.00	0			\$ to Jackson work to 50108
13-Fairview	Kitchen remodel – cabinets, counters, floors, and appliances		1460	16 units @ \$6000 ea.	96,000.00	96,000.00			
18.2-DHS	Water heater replacement		1460	42 units @ \$476.19 ea.	20,000.00	0			\$ to Jackson work to 50108
41/Aladdin	A/C		1460	10 duplexes	0	45,128.10	45,128.10	23,167.80	Wk fr 50104
010-Cathedral City	A/C		1460		0	33,000.00	33,000.00		Wk fr 50104
18.2 – DHS	Basketball court		1450	1 location	33,000.00	0			
18.2- DHS	Carport repair		1450	7 units	84,000.00	84,000.00			
21-Midway	Trash enclosures		1450	5 locations in front of alleyways @\$5k ea.	25,000.00	25,000.00			
Contingency	Contingency		1502		2,000.00	0			

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

PHA Name: Housing Authority of the County of Riverside		Grant Type and Number Capital Fund Program No: CA16 P027 - 50105 Replacement Housing Factor No:					Federal FY of Grant: 2005	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
	Original	Revised	Actual	Original	Revised	Actual		
Operations	8/17/2007		11/30/2006	8/17/2009				
Management Improvements	8/17/2007			8/17/2009				
Administration	8/17/2007			8/17/2009				
Audit	8/17/2007			8/17/2009				
07-Jackson/Riverside	8/17/2007			8/17/2009				
09/017/31 Thermal 1	8/17/2007			8/17/2009				
13-Fairview	8/17/2007			8/17/2009				
27-018-2 DHS	8/17/2007			8/17/2009				
21-Midway	8/17/2007			8/17/2009				
041-Aladdin	8/17/2007		11/30/2006	8/17/2009				
018.2- DHS	8/17/2007		11/30/2006	8/17/2009				

**Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary**

PHA Name: Housing Authority of the County of Riverside	Grant Type and Number Capital Fund Program Grant No: CA16 P027-50106 Replacement Housing Factor Grant No:	Federal FY of Grant: 2006
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no: 1)
 Performance and Evaluation Report for Period Ending: 12/31/2006 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	150,000.00	137,131.00	137,131.00	
3	1408 Management Improvements Soft/Hard Costs	18,750.00	50,000.00		
4	1410 Administration	18,750.00	68,405.00		
5	1411 Audit	1,000	1,000.00		
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	100,000.00	100,000.00		
10	1460 Dwelling Structures	441,500.00	329,121.00	22,430.00	2,640.00
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency	20,000.00	0	159,561.00	2,640.00
20	Amount of Annual Grant: (sum of lines 2 to19)	750,000.00	685,657.00		

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

PHA Name: Housing Authority of the County of Riverside		Grant Type and Number Capital Fund Program Grant No: CA16 P027 - 50106 Replacement Housing Factor Grant No:				Federal FY of Grant: 2006			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	Revised	Funds Obligated	Funds Expended	
	Operations		1406		150,000.00	137,131.00	137,131.00		
Management Improvement	Management Improvement Items-computers, hardware & software, upgrade video conferencing, digital camera, Preventive Maintenance Program, Energy Audit, Employee Training, Resident Services		1408(a)		18,750.00	50,000.00			
Salaries	Staff, management including benefits		1410		18,750.00	68,405.00			
	Audit		1411		1,000.00	1,000.00			
006/012 Rubidoux	A/C replacement, dual pack		1460	28 x \$6,000	168,000.00	0			Also in 50107
21-Midway	A/C replacement, dual pack		1460	40 x \$6,000	240,000.00	240,000.00			
022- Highland	Remove and replace seepage pit and septic tank		1460	1	10,000.00	0			
041-Aladdin	Remove fencing and landscape		1450	20 x \$5,000	100,000.00	100,000.00			
	A/C – heat pumps		1460		23,500.00	5,400.00	5,400.00	2,640.00	Also in 50104/50105
041- Aladdin	Color coat and paint		1460		0	66,691.00			
010- Cat City	A/C – heat pumps		1460		0	17,030.00	17,030.00		Also in 50104/50105
Contingency	Contingency		1502		20,000.00	0			

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

PHA Name: Housing Authority of the County of Riverside		Grant Type and Number Capital Fund Program No: CA16 P027 - 50106 Replacement Housing Factor No:				Federal FY of Grant: 2006	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Operations	8/17/2008		9/30/2006	8/17/2010			
Management Improvements	8/17/2008			8/17/2010			
Administration	8/17/2008			8/17/2010			
Audit	8/17/2007			8/17/2010			
021-Midway	8/17/2008			8/17/2010			
041- Aladdin	8/17/2008		11/30/2006	8/17/2010			
041- Aladdin	8/17/2008			8/17/2010			
041-Aladdin	8/17/2008			8/17/2010			
010-Cat City	8/17/2008		11/30/2006	8/17/2010			

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Housing Authority of the County of Riverside	Grant Type and Number Capital Fund Program Grant No: CA16 P027-50107 Replacement Housing Factor Grant No:	Federal FY of Grant: 2007
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	150,000.00			
3	1408 Management Improvements Soft/Hard Costs	50,000.00			
4	1410 Administration	75,000.00			
5	1411 Audit	1,000.00			
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	40,000.00			
10	1460 Dwelling Structures	367,000.00			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency	67,000.00			
20	Amount of Annual Grant: (sum of lines 2 to 19)	750,000.00			

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

PHA Name: Housing Authority of the County of Riverside		Grant Type and Number Capital Fund Program Grant No: CA16 P027 - 50107 Replacement Housing Factor Grant No:				Federal FY of Grant: 2007			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	Revised	Funds Obligated	Funds Expended	
	Operations		1406		150,000.00				
Management Improvement	Management Improvement Items-computers, hardware & software, upgrade video conferencing, digital camera, Preventive Maintenance Program, Energy Audit, Employee Training, Resident Services		1408(a)		50,000.00				
Salaries	Staff, management including benefits		1410		75,000.00				
	Audit		1411		1,000.00				
006/012 Rubidoux	A/C replacement, dual pack		1460	28 x \$9,000	252,000.00				
022- Highland	Remove and replace seepage pit and septic tank		1460	1	10,000.00				
018/DHS	Water heater replacements to on-demand units		1460	42 units @ \$2500 ea	105,000.00				
007- Jackson	Pool fence replacement		1450	1	40,000.00				
Contingency	Contingency		1502		67,000.00				

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

PHA Name: Housing Authority of the County of Riverside		Grant Type and Number Capital Fund Program No: CA16 P027 - 50107 Replacement Housing Factor No:					Federal FY of Grant: 2007	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
	Original	Revised	Actual	Original	Revised	Actual		
Operations	8/17/2009			8/17/2011				
Management Improvements	8/17/2009			8/17/2011				
Administration	8/17/2009			8/17/2011				
Audit	8/17/2009			8/17/2011				
006/012 Raubidoux	8/17/2009			8/17/2011				
007 – Jackson	8/17/2009			8/17/2011				
018- DHS	8/17/2009			8/17/2011				
022- Highland	8/17/2009			8/17/2011				
Contingency	8/17/2009			8/17/2011				

Capital Fund Program Five-Year Action Plan
Part I: Summary

PHA Name Housing Authority of the County of Riverside		<input type="checkbox"/> Original 5-Year Plan <input checked="" type="checkbox"/> Revision No: 3			
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: 2008 PHA FY:	Work Statement for Year 3 FFY Grant: 2009 PHA FY:	Work Statement for Year 4 FFY Grant: 2010 PHA FY:	Work Statement for Year 5 FFY Grant: 2011 PHA FY:
CA16-P027-001 Beaumont	Annual Statement	\$57,000	NO WORK	NO WORK	\$154,000
CA16-P027-006/12 Rubidoux		\$140,000	\$95,200	\$11,200	\$120,000
CA16-P027-007 Riverside		\$103,500	\$483,000	\$62,100	\$414,000
CA16-P027-008 Banning		\$70,000	\$33,600	\$98,000	\$75,000
CA16-P027-009/17/31 Thermal 1 AND 2		298,000	\$96,000	\$120,000	\$144 ,000
CA16-P027-010 Cathedral City		NO WORK	\$60,000	\$57,000	\$14,000
CA16-P027-011/0014 Brdwy, Lake Elsinore		NO WORK	\$14,000	\$140,000	\$168,000
CA16-P027-013 Fairview, L.E.		\$16,000	NO WORK	\$80,000	NO WORK
CA16-P027-015 San Jacinto		NO WORK	\$112,000	NO WORK	\$96,000
CA16-P027-016 CA16-P027-020 Gloria, Moreno Valley		\$40,000	\$204,000	\$414,000	\$70,000
CA16-P027-018-1 Dracaea, M. Valley		\$168,000	\$60,000	\$196,000	\$85,000
CA16-P027-018-2 Desert Hot Springs		NO WORK	NO WORK	NO WORK	\$294,000

CA16-P027-019-1 Ft. Dr. Rubidoux		\$68,500	NO WORK	\$30,000	\$54,000
CA16-P027-019-2 Sherman, M.V.		NO WORK	\$4,000	\$6,000	NO WORK
CA16-P027-19-3 Allies, M.V.		NO WORK	NO WORK	NO WORK	NO WORK
CA16-P027-21 Midway, Perris		\$270,000	NO WORK	\$35,000	\$40,000
CA16-P027-022 Highland		\$4,000	\$18,000	NO WORK	NO WORK
CA16-P027-022-2 Adrienne, M.V.		NO WORK	NO WORK	NO WORK	NO WORK
CA16-P027-027 Mecca		\$234,000	\$40,000	\$124,000	NO WORK
CA16-P027-041 Aladdin, Indio		NO WORK	NO WORK	\$150,000	\$30,000
Operations		\$150,000	\$165,000	\$165,000	\$165,000
Management Improvements		\$50,000	\$50,000	\$50,000	\$50,000
Administration		\$75,000	\$80,000	\$80,000	\$80,000
Total CFP Funds (Est.)		1, 744,000	1,908,800	1,851,300	2,169,000
Total Replacement Housing Factor Funds					

**Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages—Work Activities**

Activities for Year 1	Activities for Year : <u>2</u> FFY Grant:2008 PHA FY:			Activities for Year: <u>3</u> FFY Grant:2009 PHA FY:		
See		Quantity	Estimated Cost		Quantity	Estimated Cost
Annual Statement	CA16-P027-001			CA16-P027-001		
	BEAUMONT			BEAUMONT		
	Carpet	12 units	\$12,000			
	Playground	1	\$45,000	NO WORK		
	CA16-P027-006/12			CA16-P027-006/12		\$0
	RUBIDOUX			RUBIDOUX		
	Kitchen remodel-cabinets, counters,floors, & appliances	28units @ \$5000 ea.	\$140,000	Water heater replacement	28 units @ \$2400 ea.	\$67,200
				Carpet	28 units @ \$1,000 ea	28,000
	CA116-P027-007			CA16-P027-007		
	RIVERSIDE			RIVERSIDE		
				Carpet	69 units @ \$1000 ea	\$69,000
	Bedroom closet door modification to lower to 6 ft. 8 in. doorway / currently 8ft. in height	69 units-24 one bedroom & 44 two bedrooms	\$103,500	A/C replacement	69 units x \$6000 ea	\$414,000
	CA16-P027-008			CA16-P027-008		\$0
	BANNING			BANNING		
	Kitchen remodel-cabinets,counters.floors, and appliances	14units @ \$5000 ea.	\$70,000	Water heater replacement	14 units @ \$2400 ea.	\$33,600
	CA16-P027-009/17/31			CA16-P027-009/17/31		
	THERMAL 1 AND 2			THERMAL 1 AND 2		
	On demand Water heater replacements	52 @2500	130,000	New carports	8 @ \$12000 ea.	\$96,000
	Kitchen remodel-cabinets, counters,floors, & appliances	28 @ 6000	168,000			
	CA16-P027-010			CA16-P027-010		
	CATHEDRAL CITY			CATHEDRAL CITY		\$0
	NO WORK			Roof replacement	5 bldgs	\$60,000
	CA16-P027-011/0014			CA16-P027-011/0014		
	BROADWAY, LAKE ELSINORE			BROADWAY, LAKE ELSINORE		\$0

	NO WORK			Water main valve and pressure regulator replacement	28 units	\$14,000
	CA16-P027-013			CA16-P027-013		
	FAIRVIEW, LAKE ELSINORE			FAIRVIEW, LAKE ELSINORE		
	Carpet	16 units @ \$1000 ea	\$16,000	NO WORK		
	CA16-P027-015			CA16-P027-015		
	SAN JACINTO			SAN JACINTO		
				Carpet	16 units	\$16,000
	NO WORK			Kitchen remodel-cabinets, counters, floors, & appliances	16units @ \$6000 ea.	\$96,000
	CA16-P027-016/20			CA16-P027-016/20		
	GLORIA ST., MORENO VALLEY			GLORIA, MORENO VALLEY		
	Carport – maintenance yard 4 roll up doors (\$2,5k/piece)	2	\$40,000	Kitchen remodel-cabinet, counters, floors & appliances	34 units @ \$6000 ea.	\$204,000
	CA16-P027-018-1			CA16-P027-018-1		
	DRACAEA, MORENO VALLEY			DRACAEA, MORENO VALLEY		
	Air conditionig replacement-dual-pack	28 units on roof @ \$6000 ea.	\$168,000	Stucco, color-coat and paint trim	5 bldgs, 28 units	\$60,000
	CA16-P027-018-2			CA16-P027-018-2		\$0
	DHS			DHS		
	NO WORK			NO WORK		
	CA16-P027-019-1			CA16-P027-019/1		\$0
	FT. DRIVE, RUBIDOUX			FT. DR., RUBIDOUX		
	Carpet/vinyl floor	9 units	\$14,500			
	Kitchen remodel-cabinets, counters,floors and appliances	9 @ \$6000 ea.	\$54,000	NO WORK		
	CA16-P027-019-2			CA16-P027-019/2		\$0
	SHERMAN, MORENO VALLEY			SHERMAN, MORENO VALLEY		
	NO WORK			CARPET	4 units @ \$1000 ea	\$4,000
	CA16-P027-021			CA16-P027-021		\$0
	MIDWAY, PERRIS			MIDWAY, MORENO VALLEY		
	Kitchen remove and replace	40units @ \$6K ea.	240,000			
	Asphalt replacement in carport area	7600sq.ft. 1 1/2inch overlay	\$30,000			
	CA16-P027-022			CA16-P027-022-1		

	HIGHLAND			HIGHLAND		
	CARPET	4 units @ \$1000 ea	\$4,000	Kitchen replacement- cabinets, counters, floors,& appliances	3 units @ \$ 6000 ea.	\$18,000
	CA16-P027-027			CA16-P027-027		
	MECCA			MECCA		
	Kitchen remodel-cabinets, counters, floors & appliances	39 units @ \$6000 ea.	\$234,000	Window awnings	13 bldgs \$1,000-1,200 x unit	\$40,000
	CA16-P027-041			CA16-P027-041		
	ALADDIN, INDIO			ALADDIN, INDIO		

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages—Work Activities

Activities for Year 1	Activities for Year : <u>4</u> FFY Grant:2010 PHA FY:			Activities for Year: <u>5</u> FFY Grant:2011 PHA FY:		
See		Quantity	Estimated Cost		Quantity	Estimated Cost
Annual	CA16-P027-001			CA16-P027-001		
Statement	BEAUMONT		\$0	BEAUMONT		
	NO WORK			Structural Enhancements: Roof redesign, front porch additions/ remove and replace doors	7 bldgs./ 14 units	\$154,000
	CA16-P027-006/12			CA16-P027-006/12		
	RUBIDOUX			RUBIDOUX		
				Ornamental Fencing	1 unit	\$75,000
				Remove and replace irrigation		\$45,000
	CA16-P027-007			CA16-P027-007		
	RIVERSIDE	69 units x \$800	\$62,100	RIVERSIDE		
				Kitchen and Bath remodel	69 units x \$6000	\$414,000
	CA16-P027-008			CA16-P027-008		
	BANNING			BANNING		
	Carpet	14 units	\$14,000	Playground	1 unit	\$45,000
	Replace swamp coolers w/ A/C dual pack	14 units @ \$6000 ea	\$84,000	Front approach at gate replacement	1 unit	\$30,000
	CA16-P027-009/17/31			CA16-P027-009/17/31		
	THERMAL 1 AND 2			THERMAL 1 AND 2		
	Front porch enhancements on Thermal 1	28 units, 20k x 6 bldgs	\$120,000	Carports	4 for T1 x 12=48 8 for T2 x 12=96 Total: 144	\$144,000
	CA16-P027-010			CA16-P027-010		
	CATHEDRAL CITY			CATHEDRAL CITY		
	Playground w/cover	1 unit	\$57,000	Carpet	14 units	\$14,000
	CA16-P027-011/0014			CA16-P027-011/0014		
	BROADWAY, LAKE ELSINORE			BROADWAY, LAKE ELSINORE		
	Air Conditioning replacement-dual-pack	28units @ \$5000 ea.	\$140,000	Kitchen remodel	\$6k x 28 units	\$168,000
	CA16-P027-013			CA16-P027-013		

	FAIRVIEW, LAKE ELSINORE			FAIRVIEW, LAKE ELSINORE		
	Air Conditioning replacement- Heat pump	16 units @ \$5000 ea.	\$80,000	NO WORK		
	CA16-P027-015			CA16-P027-015		
	SAN JACINTO			SAN JACINTO		
	NO WORK			Cooler remove and replace with a/c	16 units@ \$6000 ea	\$96,000
	CA16-P027-016/20			CA16-P027-016/20		
	GLORIA, MORENO VALLEY			GLORIA, MORENO VALLEY		
	a/c remove and replace	69 units x \$6000	414,000	*Hot water heater & closet enclosures, older section	11 buildings –20 units	\$70,000
	CA16-P027-018-1			CA16-P027-018-1		
	DRACAEA, MORENO VALLEY			DRACAEA, MORENO VALLEY		
	Carpet	28 units @ \$1000 ea	\$28,000			
	Kitchen remodel- cabinets, countrs, floors, & appliances	28 units @ \$6000 ea.	\$168,000	Ornamental fencing/metal dumpster doors		\$85,000
	CA16-P027-018-2			CA16-P027-018-2		
	DHS			DHS		
				Carpet	42 units	\$42,000
	NO WORK			Kitchen remodel	42 units x \$6000	\$252,000
	CA16-P027-019/1			CA16-P027-019/1		
	FT. DR., RUBIDOUX			FT. DR., RUBIDOUX		
	Remove front wood siding and stucco and remove and replace windows	9 units, 4 bldgs.	\$30,000	Cooler remove and replace to a/c	9 units @ \$6000 ea	\$54,000
	CA16-P027-019/2			CA16-P027-019/2		
	SHERMAN, MORENO VALLEY			SHERMAN, MORENO VALLEY		
	Remove and replace garage doors	4 units x \$1,500	\$6,000	NO WORK		
	CA16-P027-019/3			CA16-P027-019/3		
	ALLIES, MORENO VALLEY			ALLIES, MORENO VALLEY		
	CA16-P027-021			CA16-P027-021		
	MIDWAY, MORENO VALLEY			MIDWAY, MORENO VALLEY		
	Color coat stucco damaged areas	10 bldgs	\$35,000	CARPET	40 units @ \$1000 ea	\$40,000
	CA16-P027-022-1			CA16-P027-022-1		
	HIGHGROVE			HIGHGROVE		

	NO WORK			NO WORK		
	CA16-P027-022-2			CA16-P027-022-2		
	ADRIENNE, MORENO VALLEY			ADRIENNE, MORENO VALLEY		
	NO WORK			NO WORK		
	CA16-P027-027			CA16-P027-027		
	MECCA			MECCA		
	CARPET	40 units @ 1000 ea	\$40,000	NO WORK		
	New carports	7 needed \$12,000 ea.	\$84,000			
	CA16-P027-041			CA16-P027-041		
	ALADDIN, INDIO			ALADDIN, INDIO		
	Backyard renovations xero landscape and replace dividing wood fence	20 yards x \$5k, and fencing costs of \$50k	\$150,000	Hot water heaters	20 @ \$2400	\$48,000
				CARPET	20 units @\$1000 ea	\$20,000



**ADMINISTRATIVE PLAN
FOR THE HOMEOWNERSHIP PROGRAM**

**Housing Authority of the
County of Riverside**

2007

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Chapter 1

GENERAL PROVISIONS

The Public Housing Reform Act of 1998 includes language that allows the United States Department of Housing and Urban Development (HUD) to assist Section 8 Housing Choice Voucher Program (HCVP) recipients to purchase a home. HUD published the Section 8 Homeownership Program Final Rule that implemented this option under Section 8(y) of the U.S. Housing Act of 1937 that authorized a public housing agency (PHA) to provide tenant-based assistance for an eligible family that purchases a home. The rule became effective on October 12, 2000. CFR 982.625(c) 1i enables the Housing Authority to provide monthly homeownership assistance payments to eligible families.

The Housing Choice Voucher (HCV) Homeownership Program (HOP) allows qualified participants the option to purchase a home and use the HCV Housing Assistance Payment (HAP) towards mortgage payments and other allowable housing costs.

The purpose of the Homeownership Program Administrative Plan is to establish policies for carrying out the program in a manner consistent with HUD requirements and local objectives. The Plan covers both admission and participation in the program. The HACR is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence.

The HACR's policies and practices are designed to provide assurances that all persons with disabilities will be provided reasonable accommodations so that they may fully access the housing program. Persons requiring special accommodations due to a disability must notify the HACR, in writing, of their needs. In matters where the HACR has discretion, waivers to existing policy shall be determined by the Executive Director or designee.

A. FAMILY ELIGIBILITY REQUIREMENTS

The HCV Homeownership Program (HP) of the Housing Authority of the County of Riverside (HACR) is available to qualified Section 8 participants. Participation in the Homeownership Program is voluntary. Applicants must meet the following criteria to be considered for the HACR HP.

1. First-Time Homeowner

An eligible Section 8 HCVP family must be considered a first-time home buyer. A first-time home buyer means that no member of the household has had any interest or ownership in any residence during the three years before applying for homeownership assistance or at the commencement of participation in the homeownership program. The purchaser must sign a sworn application attesting that they have not owned a home. In addition, the last three years tax returns will be reviewed to ascertain that no mortgage interest or real estate tax deductions have been claimed.

Single parents or displaced homemakers who owned a home while married or resided in a home owned by a spouse also qualify as first time homebuyers.

Families with a disabled family member may request approval for a waiver of the first time homebuyer requirement if required as a reasonable accommodation for a disability.

2. Minimum Income Requirements

Calculation of income-eligibility for the HCV Homeownership Program for the purpose of determining income-eligibility for admission to the program will be conducted under the guidelines for HCV rental assistance as noted in this Administrative Plan.

The head of household, spouse or other adult member(s) of the household that will hold title to the home must have a combined annual gross income of not less than the very-low income limit adjusted for the family size (30% of the Median Family Income) and must not exceed (80% of the Median Family Income) as determined by HUD.

A family that does not meet this requirement, but does meet all other HP requirements, may request a waiver provided the family can demonstrate that:

- a. Head of household, spouse or other adult member(s) of the household that will hold title to the home have a combined annual gross income of not less than the Federal minimum wage multiplied by 2,000.
- b. In the case of a disabled family, the monthly Federal Supplemental Security Income (SSI) benefit for an individual living alone, or paying his or her share of food and housing costs multiplied by twelve.

Welfare assistance may not be included in the minimum gross annual income above,

except for elderly or disabled families. Welfare assistance includes payments from Cal Works/TANF (Cash Aid for needy families), Supplementary Security Income (SSI) that is subject to an income eligibility test, food stamps, general assistance (GA); or other welfare assistance as specified by HUD.

3. Minimum Employment Requirements

One or more adult members of the household that will hold title to the home must be currently employed and working not less than an average of 30 hours per week and has been so continuously employed for one year prior to execution of the sales agreement.

Employment requirements do not apply to elderly or disabled families that otherwise qualify for HP.

A family with a member with disabilities may request an exemption from the work requirements if needed as a reasonable accommodation for the disabled family member.

The HACR's Executive Director and/or designees may also consider whether and to what extent an employment interruption is considered permissible in satisfying the employment requirement. The Executive Director may also consider successive employment during the one-year period and self-employment in a business.

4. Minimum Down Payment Requirements

- a. The family must demonstrate the ability to provide a minimum of three percent (3%) down payment on the home.
- b. At least one percent (1%) of the down payment must come from the family's personal resources.
- c. FSS participants may use FSS escrows towards this requirement. Families with an Individual Development Account (IDA) may also count these funds towards the minimum down payment.
- d. The minimum down payment requirement may be waived for families with a disabled family member, if they qualify for special loan products offered by the Lender as a reasonable accommodation for a disability.

5. Other Program Requirements

- a. The family must have completed an initial HCV lease term and completed the family's first annual recertification in the HCV Program. The family must terminate a current lease agreement in compliance with the lease when transitioning into homeownership.
- b. The family must verify that no family member has previously defaulted on a mortgage loan assisted under the HCV HP.
- c. The head of household and any adult member that will hold title to the home must successfully complete a HUD approved homeownership and housing counseling program approved in advance by the HACR.
- d. Family members may not owe any debt to the HACR or other housing authority.
- e. The family must maintain a good tenant standing with its landlord and the HACR.

This includes, but not limited to:

- In compliance with HUD Family Obligations under the HCV Program,
- Adhering to the requirements of the lease agreement;
- No outstanding debts to the landlord or to any utility company;
- Report all Household Income;
- Passing the most recent Housing Quality Standards (HQS) inspection with no significant tenant-caused failure items.

B. Eligible Units

HCV Homeownership assistance may be used to purchase units within the jurisdiction of the HACR that are under construction or already existing at the time the HACR issues a Homeownership Voucher to the eligible family. The family unit size will be determined as is for the Section 8 Rental Voucher Program.

1. Unit types

- a. One unit property (single family residence).
- b. A single dwelling unit in a cooperative, condominium or planned use development.
- c. A manufactured home with a permanent foundation, if the family has the right to occupy the same site for a period of at least forty (40) years.
- d. The unit must be seller occupied or vacant for at least ninety (90) days; an exception is where the tenants are purchasing the unit in which they have been residing.

The unit must be under construction or already exist at the time the family enters into the contract of sale.

2. HCV Housing Quality Standards

The unit must be inspected by the HACR and satisfy the Housing Quality Standards (HQS) for the HCV Program before HP assistance can begin. The HQS inspection will be completed prior to the independent inspection to prevent the family from the added expense of an inspection in the event the home has major damage or necessary repairs that the Seller will not agree to repair and/or the buyer, made aware of the repairs, no longer wishes to purchase the home.

3. Independent Inspection

The unit must be inspected by a licensed independent inspector designated and paid by the family, and pre-approved by the HACR. This inspection must cover, at a minimum, all major building systems and components including:

- Foundation and structure
- Housing interior and exterior
- Roofing

- Plumbing
- Electrical systems
- Heating systems

The HACR must receive and approve a copy of the inspection report before HP assistance will commence. The HACR may disapprove a unit for assistance under HP because of information obtained through the inspection report, even if the unit passes the HQS inspection.

4. Other Requirements for Eligible Units

The seller of the home may not be on the HUD list of debarred and suspended contractors, or subject to a limited denial of participation under 24 CFR Part 24.

C. Issuance of Voucher

Once approved for participation in the HCV HP, the family will be issued a HP Voucher subject to the following requirements:

- The family must execute a statement in which the family agrees to comply with all family obligations under the Homeownership Option.
- The HACR will issue the family a Homeownership Voucher for a period of 180 days.
- It is the family's responsibility to find a home that meets the criteria for voucher homeownership assistance.
- The HACR may require families unable to locate a suitable unit during the term of the Voucher to wait for a period of one year to re-apply for HP.
- The HACR may grant an extension due to extenuating circumstances. Extensions will be granted at the discretion of the HA.
- The family must report its progress towards locating and purchasing a unit if requested by the HACR.

If the family is unable to locate an acceptable unit for purchase during the term of the HP Voucher, the HACR may, at its discretion, issue the family a Voucher for rental assistance.

If the family submits a purchase contract to the HACR that is not approved due to reasons other than the family's lack of compliance, the HACR will add back the number of days to the Voucher that it took to review the contract.

D. Purchase Agreement

Prior to execution of the offer to purchase, or the Purchase Agreement, the financing terms must be provided by the family to the HACR for approval.

The Purchase Agreement must include the following:

- Specify the price and other terms of the sale by the seller to the purchaser.
- Provide that the purchaser will arrange for a pre-purchase inspection of the unit

- by an independent licensed inspector selected by the purchaser.
- State that the purchaser is not obligated to purchase the unit unless such inspections are satisfactory to both the HACR and purchaser.
 - Provide that the purchaser is not obligated to pay for any necessary repairs.
 - Provide that the purchaser is not obligated to purchase if the mortgage financing terms, or any other terms, are not approved by the HACR, and
 - Contain a seller certification from the HACR that the seller has not been debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.
 - The sale price of the home must be affordable to the family, as determined by the HACR and the Lender. The price shall be considered affordable if the monthly homeownership expenses payable by the family do not exceed (50%) of the family's total monthly gross income.

E. Financing of Purchase

The family must allow the HACR to review the terms of the mortgage secured to purchase the property before close of escrow. The HACR may disapprove proposed financing, refinancing or other debt if the HACR determines that the debt is unaffordable to the family or if the HACR determines that the lender or the loan terms do not meet HACR or HUD qualifications. The family must locate and qualify for a mortgage that meets the following requirements:

- a. The mortgage must be determined to be affordable by the HACR. The HACR may take into account expenses such as interest, taxes and insurance when determining affordability. The family's portion of the monthly homeownership expenses may not exceed (50%) of the family's total monthly gross income.
- b. Short-term mortgages with large final "balloon payment" will not be allowed.
- c. Interest only mortgages will not be allowed.
- d. Only fully amortized, fixed rate mortgages will be allowed.
- e. The family may not obtain private first mortgage financing from a family member or any other private source.
- f. The mortgage must be provided, insured, or guaranteed by the State or Federal government and comply with secondary mortgage market underwriting requirements.

F. Calculation of Homeownership Assistance Payment

Calculation of income –eligibility for the HCV Homeownership Program for the purpose of determining income eligibility for admission to the program, or for determining the family's total tenant payment, or for determining the amount of the Homeownership Assistance Payment (HAP) which will be conducted under the guidelines for HCV rental assistance as noted in this Administrative Plan, except as noted otherwise in this section.

1. Occupancy of Home

The HAP will only be paid while the family resides in the home. If the family moves out of the home, the HACR will discontinue payment of the HAP commencing with the month after the family moves out, unless there is a written agreement between the Lender and

HACR specifying a specific time period of notification prior to discontinuing the HAP.

- a. Amount of monthly homeownership assistance payment. While the family is residing in the home, the HACR shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of the payment standard minus the total tenant payment; or the family's monthly homeownership expenses minus the total tenant payment.
- b. Initial Payment Standard. The initial payment standard for a family is the lower of the payment standard for the family unit size (Voucher size); or the payment standard for the size of the home.
- c. Payment Standard for subsequent reexaminations. Reexaminations (interims and annual reexaminations) will use a Payment Standard that is the greater of the payment standard (as determined in accordance with the initial payment standard at the commencement of homeownership assistance; or the Payment Standard in effect at the time of the reexamination as determined using the requirements of Section F(1)(b) of this plan. At no time will the HACR use a Payment Standard less than the initial Payment Standard at the close of escrow.
- d. The HACR will use the same Payment Standard schedule, Payment Standard amounts, and Subsidy Standards for the HP as for the rental voucher program.
- e. Exception rent areas. If the home is located in an exception payment standard area, the HACR must use the appropriate payment standard for the exception payment standard area.
- f. Affordability of housing costs. Total monthly homeownership expenses payable by the family, as defined in (g) below, must be less than (50%) of the family's total gross income.
- g. Homeownership expenses. The HACR will use the following expenses to determine the total homeownership expense for calculation of the HAP:
 - Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home.
 - Real estate taxes and public assessments on the home.
 - Utility allowance for the home as determined by the HACR.
- h. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the HACR has determined that allowance of such costs as homeownership expenses is needed as a reasonable accommodation for the disabled family.

2. Cooperative and Condominiums

For cooperative members only (owners of condos) the following cooperative charges will also be used toward the homeownership expense:

- a. Charges included in the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;
- b. Cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.

3. HAP Payment to Lender

- a. The HACR will pay the HAP according to the terms established in the agreement the HACR and Lender have entered into. If the assistance payment exceeds the amount due to the lender, the excess will be paid directly to the family.
- b. The HACR will provide the lender with notice of the amount of the HAP and amount of the family's portion of the total homeownership expenses prior to close of escrow.
- c. Procedure for termination of homeownership assistance.
The family shall be entitled to the same termination notice and informal hearing procedures set forth in this Administrative Plan for participants in the HCV rental assistance program.
- d. Automatic termination of HAP.
Homeownership assistance for a family terminates automatically 180 calendar days after the last HAP paid on behalf of the family. The HACR has the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

G. Maximum Term of Homeownership Assistance

The time limits below apply to all family members having an ownership interest in the unit during the time that homeownership payments are made; and, the spouse of any member of the household who has an ownership interest in the unit during the time that homeownership payment are made. All families, including families that become elderly during the term of the homeownership assistance are subject to the following maximum terms:

- Initial mortgage term of twenty (20) years or longer. The maximum term of homeownership assistance will be fifteen (15) years.
- Initial mortgage term of less than twenty (20) years. The maximum term of homeownership assistance will be ten (10) years.

If, during the course of homeownership assistance, the family ceases to qualify as elderly or disabled, the maximum term as defined in Section G will become applicable from the date homeownership assistance commenced. The HACR will provide a family at least six (6) months of homeownership assistance after the maximum term becomes applicable provided the family is otherwise eligible to receive homeownership assistance.

The initial maximum term limit applies if the family receives assistance for more than one home purchase, even if received from another housing authority.

H. Portability

The HACR will permit portability of the homeownership assistance (the HACR's portion) to another jurisdiction, provided the receiving jurisdiction operates a similar homeownership

program for which the applicant qualifies and for which the receiving PHA is accepting new homeownership families.

1. Incoming Portable Families

- a. may purchase a unit within the jurisdiction of the HACR, provided the HACR is accepting new homeownership families at the time of the purchase.
- b. must be under rental assistance in Riverside County for 12 months prior to application for HCV Homeownership.
- c. must meet the education, counseling, and all other HP requirements of the HACR.
- d. must be certified by initiating Housing Authority that the family is in good standing with that HA and Landlord.

The HACR must promptly notify the initial HA if the Family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the HACR.

2. Outgoing Portable Families

- a. may purchase a unit within the receiving jurisdiction, provided they are accepting new homeownership families at the time of the purchase.
- b. must meet the education, counseling, and all other HP requirements of the receiving Housing Authority.
- c. must be certified by the initiating HACR that the family is in good standing with the Housing Authority and Landlord.
- d. the initiating HACR must promptly notify the HA, if the Family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the HA.

I. Move with Continued Tenant-Based Assistance

A family receiving HACR homeownership assistance may purchase and move to a new unit with continued voucher homeownership assistance as long as any family member owns any title or other interest in the prior home. A family receiving homeownership assistance may move to a new unit with continued voucher homeownership assistance no more than once every five (5) years.

1. Purchase of a new unit

A family receiving homeownership assistance may purchase and move to a new unit with continued assistance, provided that the family fulfills all requirements of the HP at the time of the purchase of the new unit. The following applies to a family purchasing a new unit under the HP:

- a. The family will not be eligible to move with continued assistance for a period of five (5) years after the initial purchase.
- b. The HACR may, at its discretion, require the family to complete a new housing counseling program or receive additional counseling prior to close of escrow.

- c. The requirement that the family must be a first time homebuyer is not applicable.
- d. The HACR may deny permission to move with continued assistance in the case of lack of funding or if the HACR has denied or terminated assistance to the family under section N below.

2. Sale of Original HP Unit and Return to Tenant-Based Rental Assistance

The HACR may, at its discretion, allow a family to return to tenant-based rental assistance. The following applies to a family returning to tenant-based rental assistance:

- a. The HACR may deny permission to move with continued assistance in the case of lack of funding or if the HACR has denied or terminated assistance to the family as defined under Section K of this plan.
- b. The HACR will not commence continued tenant-based assistance for occupancy of a rental unit so long as any family member owns any title or other interest in the home previously assisted through the HP. In addition, Eighteen (18) months must have passed since the family's receipt of homeownership assistance.

J. Denial or Termination of Assistance

The HACR shall deny or terminate homeownership assistance for the family in accordance with the requirements of this section. The HACR, at its discretion, may allow the family to return to tenant-based rental assistance under conditions in Section I (2).

- Failure to report all household income.
- Failure to comply with Housing Authority County of Riverside HCV Homeownership Program requirements.
- Failure to comply with any HUD Family Obligations.
- The family defaults on the mortgage(s).

K. Waiver or Modification of Homeownership Policies

The Executive Director of the HACR, and/or designees shall have the discretion to waive or modify any provision of the Homeownership Program or policies not governed by statute or regulation for good cause or to comply with changes in HUD regulations or directives.

L. Suggested Lenders

The Economic Development Agency published a Request for Qualifications (RFQ) for qualified Lenders in March 2006. The RFQ invitations were mailed to all Lenders on the previous First Time Home Buyer Down Payment Assistance Program Participating Lender List as well as any Lenders who requested to be on the mailing list. All Lenders were invited to submit materials detailing their qualifications for the program. All submittals that were received prior to the deadline were evaluated and ranked according to the criteria in the RFQ. This resulted in the selection of the Lenders provided on the attached list who demonstrated in their submittals that they met all of the program requirements.

**PARTICIPATING LENDERS FOR FIRST TIME HOME BUYER PROGRAM
Down Payment Assistance Program (DAP)**

July 1, 2006 – June 30, 2007 (Updated 8/8/06)

BRANCH OFFICES

Name of Lender	Address	City	State	Zip	Phone No.	Fax. No.	Contact Person
Affordable Housing Clearinghouse	23861 El Toro Rd., Ste. 401	Lake Forest	CA	92630	949-859-9255	949-859-8534	Trinh LeCong Bonnie Morris Janell Abarca
American Home Mortgage	3739 Adams Street, Suite 210	Riverside	CA	92504	951-710-8096	866-656-6320	Pete Serbantes
American Home Mortgage	3739 Adams Street, Suite 210	Riverside	CA	92504	951-710-8071	866-714-1790	Jerome Davis
American Home Mortgage	3739 Adams Street, Suite 210	Riverside	CA	92504	951-710-8083		Randy Hastings
American Home Mortgage	3400 Central Avenue #330	Riverside	CA	92506	800-648-6896	866-793-2747	Gionathan Almarez
American Home Mortgage	74-890 Highway 111, Ste. A	Indian Wells	CA	92210	760-341-7500	760-773-0716	Claudia Duffle Tony Cisneros Hector Hurtado Frances Garcia Adan Vazquez Javier Vazquez
American Home Mortgage	3191 Temple Avenue, Suite 220	Pomona	CA	91768	951-545-9997	909-468-1550	William 'Hutch' Hutchins
American Home Mortgage	27450 Ynez Road Ste, 203	Temecula	CA	925911	951-609-4625	866-344-1271	Tamara Levenson
American Home Mortgage	2390 E. Orangewood Ave. Ste. 105	Anaheim	CA	92806	866-331-0158	866-405-1242	Julie Webb Susan Klaren
American Home Mortgage	9227 Haven Avenue, Suite 200	Rancho Cucamonga	CA	91730	909-466-1290 Ext. 110	866-623-9576	Alvin Burkett
Arrowhead Credit Union	39112 Winchester, Suite 103	Murrieta	CA	92563	951-677-8363	951-677-1374	Karen Wikert
Bank of America	5295 Arlington Avenue	Riverside	CA	92504	951-343-2141	951-343-0569	Linda Wilson
Bank of America	5295 Arlington Avenue	Riverside	CA	92504	951-343-2390	951-343-0569	Lenore Emmet
Bank of America	5295 Arlington Avenue	Riverside	CA	92504	951-343-2394	951-343-0569	Blanca Alvarado
Bank of America	5295 Arlington Avenue	Riverside	CA	92504	951-343-2398	951-343-0569	Fara Washington
Bank of America	5295 Arlington Avenue	Riverside	CA	92504	951-343-2131	951-343-0569	Luisa Jones
Bank of America	5295 Arlington Avenue	Riverside	CA	92504	951-343-2055	951-343-0569	Martha Cardenas
Bank of America	5295 Arlington Avenue	Riverside	CA	92504	951-343-3148	951-343-0569	Moe Rahman
Bank of America	5295 Arlington Avenue	Riverside	CA	92504	951-343-3146	951-343-0569	Nate Habbas
Bank of America	5295 Arlington Avenue	Riverside	CA	92504	951-343-3146	951-343-0569	Martin Burmudez
Bank of America	5295 Arlington Avenue	Riverside	CA	92504	951-343-2676	951-343-0569	Fadia Mikhail
Bank of America	43385 Business Park Drive #210	Temecula	CA	92590	866-511-2632	951-506-7400	Craig Campbell Michael Salazar Dan Hightower Gloria Hightower Luis Hernandez
Bank of America	74785 Hwy 111, Suite 211	Indian Wells	CA	92210	866-613-5035	760-779-1874	Sharlene Gioieni Sue Loveland
Bank of America	1150 N. Mountain Ave., Suite 203	Upland	CA	91786	909-920-3563	909-920-3337	Sherry Garcia
Citibank/Citimortgage	14808 Pipeline Ave. #103	Chino Hills	CA	91709	909-393-8173	909-606-4643	Patricia Claproth

Citibank/Citimortgage	10590 Baseline Road	Rancho Cucamonga	CA	91701	909-941-9087	866-892-5745	Debra Lozano
Citibank/Citimortgage	12221 Brookhurst Street, 2 nd floor	Garden Grove	CA	92840	714-636-5369	866-820-8569	Alex Diaz
Countrywide Home Loans, Inc.	27546 Ynez Road #P2-A/B	Temecula	CA	92591	951-587-0419	951-506-4593	Sheri Shaw
Countrywide Home Loans, Inc.	41269 Margarita Road, Suite C-102	Temecula	CA	92591	951-587-3224	951-719-1099	Melodee Leavitt
Countrywide Home Loans, Inc.	41269 Margarita Road, Suite C-102	Temecula	CA	92591	866-873-2472 ext. 3215	951-719-1099	Jenna Blake
Countrywide Home Loans, Inc.	975 N. Haven Street, Suite #200	Ontario	CA	91764	909-941-6016	909-941-7089	Armando Martinez
Countrywide Home Loans, Inc.	975 N. Haven Street, Suite #200	Ontario	CA	91764	909-941-6008	909-941-7089	Dana Bin
Countrywide Home Loans, Inc.	6065 Magnolia Avenue	Riverside	CA	92506	951-788-8877	951-682-8108	Robbie Roberts Veronica Rodgers
DHI Mortgage	1881 California Avenue	Corona	CA	92336	925-240-2480	951-280-3948	Michael Encarnacion
DHI Mortgage	5780 Fleet Street, Suite 130	Carlsbad	CA	92008	760-603-3027	866-831-3213	Sheri Johnson
DHI Mortgage	5780 Fleet Street, Suite 130	Carlsbad	CA	92008	760-603-3020	866-644-0557	Cecily Gullett
DHI Mortgage	5780 Fleet Street, Suite 130	Carlsbad	CA	92008	760-603-3029	888-629-5772	Cynthia Brockway
First Mutual Mortgage	74-900 Hwy 111 #227	Indian Wells	CA	92210	760-341-2888	760-341-5780	Lillian Myerink Nora Jaloma Lya Stafford
Mortgage Tree Lending	9363 Magnolia Avenue	Riverside	CA	92503	951-588-0900	951-588-0962	Carri Clark Robbie Roberts Veronica Roberts Tamahara White
Patrion Mortgage	2847 Campus Parkway	Riverside	CA	92507	951-571-5286	951-571-5842	Elvia Franco
Patrion Mortgage	12125 Day Street, Suite E309	Moreno Valley	CA	92557	951-571-5775	951-571-7934	Christina Martinez
Patrion Mortgage	81096 Hwy 111 Suite B/C	Indio	CA	92210	760-690-3091	760-690-3092	Sonia Pistey-Zepeda
Provident Bank	6529 Riverside Ave #160	Riverside	CA	92506	951-781-1033	951-781-3626	Sande Wilson Cynthia Fraley
Provident Bank	3756 Central Avenue	Riverside	CA	92506	951-686-6060 Ext. 45051	951-300-4205	Linda Harper
Provident Bank	21700 E. Copley Drive Suite 280	Diamond Bar	CA	91765	909-396-7788	909-396-9933	Sophia Wong Beverly Solis Connie Winn
Sierra Pacific Home Loans, Inc.	3585 Main Street #205	Riverside	CA	92501	951-275-9500 Ext. 101	951-275-0161	Steve Campbell Susan Guarino
Wells Fargo Home Mortgage	25186 Hancock Avenue	Murrieta	CA	92562	760-310-3500		Anita Vice
Wells Fargo Home Mortgage	3790 Tyler Street	Riverside	CA	92503	951-343-2425	951-358-0996	Barbara Roberson
Wells Fargo Home Mortgage	3790 Tyler Street	Riverside	CA	92503	951-343-2407	951-358-0996	Drew Potts
Wells Fargo Home Mortgage	3790 Tyler Street	Riverside	CA	92503	951-343-2411	951-358-0996	Katherine Jordan
Wells Fargo Home Mortgage	3790 Tyler Street	Riverside	CA	92503	951-343-2412	951-358-0996	Irma Gonzalez
Wells Fargo Home Mortgage	3790 Tyler Street	Riverside	CA	92503	951-343-2419	951-358-0996	Valere Jones-Shaw
Wells Fargo Home Mortgage	3790 Tyler Street	Riverside	CA	92503	951-343-2417	951-358-0996	Estella Monico
Wells Fargo Home Mortgage	2140 Grand Avenue #235	Chino Hills	CA	91709	909-468-5323	909-902-1019	Dennis Leon

Wells Fargo Home Mortgage	2140 Grand Avenue #235	Chino Hills	CA	91709	909-468-5300	909-902-1019	Richard Craig
Wells Fargo Home Mortgage	1112 West 6 th St. Suite 105	Corona	CA	92882	951-817-2000 Ext. 2007	951-549-0126	Celio Rodriguez
Wells Fargo Home Mortgage	41619 Margarita Rd., 100	Temecula	CA	92591	951-491-0871		Diana Leon
Wells Fargo Home Mortgage	2140 Grand Avenue #235	Chino Hills	CA	91709	909-468-5323	909-902-1019	Dennis Leon
Wells Fargo Home Mortgage	23883 Sunnymead Blvd.	Moreno Valley	CA	92553	951-485-6115		Andy Hoeflin

**** Please note that families are responsible for selecting a lender and obtaining a mortgage loan. The above Lenders have experience in administering the First Time Home Buyers Program, a program designed to transition low income families into homeownership. The list above is provided as a courtesy listing and is not an endorsement by the HACR.**



STATEMENT OF POLICIES

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Continued Occupancy Policy
Procedures for
Low Income Public Housing**

APRIL 2007

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Notice

This statement of policy is intended to define the policies over which the Housing Authority of the County of Riverside has discretion. The Code of Federal Regulations (CFR) Title 24 outlines the program and its various mandatory requirements. This Statement of Policies does not change any of the requirements of 24 CFR and in the event of any apparent differences, the Code of Federal Regulations supersedes. It is the intent of the Housing Authority of the County of Riverside to comply with all program regulations and directives as published by the U. S. Department of Housing and Urban Development. In matters where the HA has discretion, waivers to existing policy shall be determined by the Executive Director or his designee.

SECTION I. DEFINITION OF TERMS

Adjusted Income (annual income less):

1. Family Income means Total Annual Income less deductions and exemptions specified below and anticipated during the twelve-month period for which Total Family Income is estimated. Such deductions are to be applied uniformly to all Families.

- a) A deduction of \$400 for elderly families (whose head, spouse, or sole member is a person who is at least 62 years of age), and for disabled families (whose head, spouse, or sole member is a person with disabilities).
- b) A deduction for extraordinary medical expenses, for elderly and disabled families as defined for this purpose to mean medical expenses in excess of 3% of total family income, where not compensated for or covered by insurance.
- c) A deduction for reasonable expenses in excess of 3% of total family income that are anticipated 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. The medical *and* disability assistance expense threshold is a combined total amount of 3% of total family income
- d) A deduction for *reasonable* childcare expenses for the care of children age 12 and younger provided the care is necessary to enable a family member to: work, look for work, or further his education; the expense is not reimbursed by an agency or individual outside the household; and the expenses incurred to enable a family member to work do not exceed the amount earned.
- e) A deduction of \$480 for each member of the family residing in the household (other than the head or spouse or foster child) who is: under eighteen years of age; a person with disabilities; or a full-time student. A head of household, spouse, foster child, or live-in aide may *never* be counted as a dependent. A full-time student is one carrying a full time subject load (as defined by the institution) at an institution with a degree or certificate program.

Alcohol Abuse:

The HACR has determined that a pattern of alcohol abuse exists when there are two or more criminal charges involving alcohol during a three (3) year period.

Annual Income (24 CFR Part 5 Subpart F):

- (a) Annual Income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family residing in the household who is at least eighteen years of age, including all net income derived from assets, for the 12 month period following the effective date of initial determination or re-examination of income, exclusive of income that is temporary, non-recurring or sporadic, as defined in paragraph (c) of this section, and exclusive of certain other types of income specified in paragraph (d) of this section.
- (b) Annual Income includes, but is not limited to:
- (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;
 - (2) The net income from operation of a business or profession (for this purpose, expenditures for business expansion or amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from a business);
 - (3) Interest, dividends, and other net income of any kind from real or personal property (for this purpose, expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property). Where the family has Net Family Assets in excess of \$5,000, Annual Income shall include 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;
 - (4) The full amount of periodic payments 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 payment for the delayed start of a periodic payment;
 - (5) Payments in lieu of earnings, such as unemployment and disability compensation, Worker's Compensation, severance pay, and welfare assistance payments (but see paragraph (c) (3) of this section).
 - (6) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;
 - (7) All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other person whose dependents are residing in the unit (but see paragraph (c) (5) of this section);
 - (8) Any earned income tax credit to the extent it exceeds income tax liability;
 - (9) Payments to the head of the household for support of a minor, or payments nominally to a minor for his support but controlled for his benefit by the head of the household or a resident family member other than the head, who is responsible for his/her support.
- (c) Annual Income does not include:
- (1) Income from employment of children (including foster children) under the age of 18 years;
 - (2) Payments received for the care of foster children or foster adults;
 - (3) 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 (but see paragraph (b) (5) of this section);

- (4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- (5) Income of a live-in-aide;
- (6) The full amount of student financial assistance paid directly to the student or to the educational institution;
- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- (8) The following:
 - a) Amounts received under training programs funded by HUD;
 - b) Amounts received by a person with disabilities 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);
 - c) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - d) A resident service stipend. This is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the development. This may include, but is not limited to fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time; or
 - e) 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.
- 9) Temporary, nonrecurring, or sporadic (including gifts). For example, amounts earned by temporary census employees whose terms of employment do not exceed 180 days (Notice PIH 2000-1).
- 10) Reparations 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;
- 11) Earnings in excess of \$480 for each full-time student 18 years or older (excluding the head of household or spouse);
- 12) Adoption assistance payments in excess of \$480 per adopted child;
- 13) Deferred periodic payments of supplemental security income and social security benefits that are received in a lump-sum payment or in prospective monthly payments;
- 14) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes [aid on the dwelling unit];

- 15) Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; and
 - 16) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that include assistance under the 1937 Act (See exclusions in the Guidebook for a listing).
- f) If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period.

Bifurcation of Lease:

Under the authority provided in Section 6(l)(6)(B) of the United States Housing Act of 1937, as amended (42 U.S.C. § 1437d(1)(6)(B)), the Housing Authority may split the lease in order to evict, remove, or terminate assistance to any individual who is a tenant or a lawful occupant under the lease and who engages in criminal acts of physical violence against family members or others. The Housing Authority may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the tenant or a lawful occupant under the lease.

Child Care Expenses:

Amounts anticipated to be paid by the family for the care of children age 12 and under during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education. The amount deducted shall reflect *reasonable* charges for childcare and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

Child Custody:

Children who are subject to a joint custody agreement, but live with one parent at least 51 percent of the time will be considered members of the household. "51 percent of the time" is defined as 183 days of the year, which do not have to run consecutively. When both parents claim the child, court documents will prevail. The parent whose address is listed in the school records will also be considered when determining who may claim the school-age child as a dependent.

Co-head:

One additional adult in the household who is equally responsible for the lease with the Head of Household. A Co-head does not qualify the family as a disabled household and consequently does not receive a \$400 annual allowance.

Community Service:

If required by HUD regulations, this agency will implement any required community service program. The provisions of community service require all non-exempt adult public housing residents to participate in eight hours of community service and/or economic self-sufficiency

activities per month. Exempt residents include those over 62, disabled individuals, working individuals, and those in compliance with the requirements of a state TANF (welfare) program.

Dating Violence:

Violence committed by a person:

- (1) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (2) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

Dependent:

A member of the family household (excluding foster children) other than the head of household or spouse, who is under 18 years of age or is a Disabled person or Handicapped person, an adopted child, or is a Full-time Student (an unborn child shall not count as a dependent). Head of household, spouse, foster child or adult, or live-in aide shall never be considered a dependent.

Disability Assistance Expense:

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 person

A person who is any of the following:

1. A person who has a disability as defined in Section 223 of the Social Security Act. (42U.S.C. 423).
2. A person who has a physical, mental or emotional impairment that:
 - a. Is expected to be of long-continued and indefinite duration;
 - b. Substantially impedes his or her ability to live independently; and
 - c. Is of such a nature that ability to live independently could be improved by more suitable housing conditions.
3. A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).
4. For eligibility purposes, a person is not considered disabled solely on the basis of any drug or alcohol dependence.

A Disabled Person for purposes of **approving a reasonable accommodation** request is defined according to the **Fair Housing Act** ammended in 1988: "Handicap is defined as a person with a physical and/or mental imparment which substantially limits one or more major life activities, a person having a record of such an impairment, or a person who is regarded as having such an impairment. This Act also includes persons affected with the HIV virus, but not persons addicted to a controlled substance."

Disallowance of Earned income from rent determinations:

Under the Quality Housing and Work Responsibility Act of 1998 (QHWRA), the rent for eligible

families may not be increased as a result of the increased income due to such employment during the 12-month period beginning on the first of the month following the date on which the employment begins.

A family eligible for the earned income exclusion is a family residing in a public housing project and:

- (1) whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment;
- (2) whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or
- (3) whose annual income increases as a result of new employment or increased earnings of a family member, during or within six months after receiving assistance, benefits, or services under any state program for temporary assistance for needy families (TANF).

Upon the expiration of the first 12-month period referred to above, the rent payable by an eligible family may be increased due to the continued employment of the family member described above, except that in the second 12-month period the amount of the increase may not be greater than 50 percent of the amount of the total rent increase that would be applicable except for this exclusion. The PHA chooses not to establish a system of individual savings accounts for families who qualify for the disallowance of earned income. *Maximum four year disallowance.* In the case of interrupted employment, the disallowance of increased income of an individual family member is limited to a lifetime 48 month period. Earned Income Disallowance does not apply at admission (in accordance with CFR 960.255)

Displaced:

A single person or family who has been displaced by governmental action as certified by a city, state or federal agency 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.

Domestic Violence:

Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who is cohabitated with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Employment:

For the purposes of determining Disallowance of Earned Income, a person who is working at least the equivalent of ten (10) hours per week for fifty (50) weeks per year at minimum wage (see Gainful Employment and Working Family for other definitions).

Family:

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

1. The term "family" means:
 - a. Two or more persons sharing residency whose combined income and resources are available to meet the household needs or have evidenced a stable family relationship; or
 - b. Two or more elderly or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides.
 - c. A single, pregnant woman (PHA's must verify pregnancy when it is the sole basis for determining eligibility. In cases where an immediate determination cannot be made, PHA's may require a physician's certificate); or
 - d. A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the child's temporary absence from the home, and is not intended to enlarge the space available.
 - e. A single elderly (62 years of age or older) or a single disabled person; or
 - f. A single displaced person; or
 - g. Any "other single" person
 - h. For Continued Occupancy purposes only, the remaining member of a tenant family

Flat Rent:

The rent paid by a family choosing flat rent instead of income-based rent. Flat rent is based on comparable market rents in the area and is determined 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.

Gainful Employment:

Employed and working an average of 32 hours per week.

Head of Household:

The "head of the household" is that family member who is held responsible and accountable for the family (and whose name will normally appear on the dwelling lease); however, *all* adults are responsible and accountable for following the terms of the lease.

Homeless:

An individual or family is considered homeless if he/she lacks a fixed, regular and adequate nighttime residence, or the primary residence is a supervised public or privately operated shelter, welfare hotel, or transitional housing facility.

Immediate Family Member:

A spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

Live in Aide:

A person who resides with person(s) who are elderly, near elderly, and/or have a disability, and:

- Is determined by the PHA to be essential to the care and well-being of the person(s), and
- Is not obligated for the support of the person(s), and
- Who would not be living in the unit except to provide necessary supportive services.

A live-in Aide is not a family member and is not eligible for continued assistance as a remaining member, nor is a Live in Aide required to sign the lease. A live-in Aide and Head of Household must sign a Live-In Aid Addendum to the Lease. At any time, the PHA may refuse to approve a particular person as a live-in aide, or may withdraw such approval, if the person:

- Commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program
- Commits drug-related criminal activity or violent criminal activity
- Is subject to lifetime registration as a sex offender
- Currently owes rent or other amounts to any PHA in connection with Section 8 or public housing assistance under the 1937 Act.

Low Income Family:

A family whose Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

Medical Expense:

Those medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed and that are not covered by insurance. Medical expenses are deducted for qualified disabled and elderly families only.

Military Services of the United States:

"Military Service of the United States" means only the Army, Navy, Air Force, Marine Corps and Coast Guard. Such service does not include Merchant Marine, Red Cross, UNRRA, or any other organization not actually part of the Military or Naval service of the United States.

Minimum Rent:

\$50 monthly rent.

Monthly Adjusted Income:

One-twelfth of adjusted annual income.

Monthly Income:

One-twelfth of annual income.

Net Family Assets:

Value of equity in real property, savings, stocks, bonds, and other forms of capital investment,

excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property, such as furniture and automobiles, shall be excluded. In cases where a Trust fund has been established and the Trust is not revocable by, or under 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 under paragraph U of this section. In determining Net Family Assets, the PHA shall include the value of any assets over \$2,000 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 re-examination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than Fair Market Value if the applicant or tenant receives important consideration not measurable in dollar terms.

Previously unemployed:

Includes a person who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Public Housing Agency (PHA):

Any State, County, Municipality or other governmental entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development or operation of housing for low income families.

Reasonable accommodation:

In order to grant equal access and/or an equal opportunity to participate in the Public Housing program, the PHA will consider requests for reasonable accommodation (reasonable adjustments to the rules, policies, practices, procedures, and physical premises which do not reduce or waive essential requirements of the program) by persons with disabilities. Accommodations are not reasonable if they require fundamental alterations to the unit or in the nature of the program, or impose undue financial burdens on the PHA. Requests for reasonable accommodation will be considered on a case-by case basis. The person with a disability, or guardian or responsible party of the person with a disability, must submit a written Reasonable Accommodation request. The Housing Authority will verify the need through third party verification from the patient's designated medical professional.

Remaining Member:

A family member listed on the lease who continues to live in the unit after all other family members have left. If the remaining member signed the lease, the person could continue in the program after signing a new lease. If the remaining member did not sign the lease, the PHA would determine if the person is eligible for the program, and suitable as a tenant (according to Admission procedures in place). The PHA reserves the right to consider a transfer to a unit of appropriate bedroom size upon determination of the remaining member's status. A Live-in Aide or foster child/adult is not considered a family member and is not eligible to be a remaining member.

Rent Burdened:

Paying more than 50 percent of family income for rent and utilities.

Residency Preference:

Given to those applicants who, at the time of release from the waiting list, either: a) reside in the County of Riverside; or b) work (head/spouse or sole member of the household is employed). This residency preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.

Service Person :

A person in the active military or naval service (including the active reserve) of the United States.

Spouse:

Spouse means the husband or wife of the head of the household.

Stalking:

To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person, (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

Temporary Financial Hardship:

Decrease of income lasting less than 60 days.

Tenant Rent:

Tenant rent is the Total Tenant Payment less the Utility Allowance, or Flat Rent, and is chosen by the family annually (at reexamination), or one time annually at time of hardship if at Flat Rent. That is the amount payable monthly by the family as rent to the PHA.

Total Tenant Payment:

The Total Tenant Payment (TTP) shall be the greatest of:

1. 30 percent of family monthly adjusted income;
2. 10 percent of family monthly income;

Utilities:

Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection and sewerage services. Telephone and television services are not included as utilities.

Utility Allowances:

An amount deducted from the Total Tenant Payment for utilities not provided by the PHA, an amount equal to the estimate established under Part 965 of the Code of Federal Regulations 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 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.

Very Low-Income Family:

A Lower Income family whose Annual Income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

Veteran:

A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released there from under conditions other than dishonorable.

Working Family:

A family in which at least one adult is working an average of at least 20 hours per week for the last 60 days, or receiving Unemployment Benefits, State Disability or Workman's Compensation in lieu of earnings.

SECTION II. ADMISSION POLICIES - CONDITIONS GOVERNING ELIGIBILITY**A. Eligibility for Admission**

For admission to HUD aided public housing units operated by this PHA, only those applicants who meet all of the following requirements shall be eligible:

1. Who qualify as a family, as defined in Section I. (A.) hereof.
2. Who are citizens or who are noncitizens with eligible immigration status as described in Title 24 of the Code of Federal Regulations, Part 5. A family that has some ineligible members but at least one member with eligible immigration status may be eligible for prorated assistance.
3. Whose Annual Income, as defined in Section I.(U) hereof, does not exceed the applicable income limits for admission (Low or Very Low Income, whichever is applicable) approved by the Department of Housing and Urban Development.
4. Whose credit report, previous housing record and rent paying habits are satisfactory.
5. Who would not be a detriment to the health, safety, or welfare of his neighbors or the community in which they live.
6. Whose expected behavior would not have an adverse influence upon sound family and community life.
7. Who would not be a source of danger to the peaceful occupancy by the other tenants or cause damage to the premises or property of the Authority.
8. Who conform to the Occupancy Standards for admission set forth in Section II. E hereof.
9. For the purpose of increasing security for the residents of public housing, the PHA may allow police officers to reside in public housing. Police Officer is defined as “a person who, during the time of residence in that public housing is employed on a full-time basis as a duly licensed, professional police officer by a Federal, State or local government or by any agency of these governments.” Police officers will be offered units based on the Flat Rent schedule for that project and will be exempted from qualifying under the Income Limits. An outreach to local police agencies may be made to encourage occupancy in public housing units.

In order to determine the applicant’s suitability as a tenant, the HA will run credit checks with the applicant’s written release. The applicant’s criminal history will be checked. The State listing of Registered Sex Offenders will also be checked and any applicant or family member found on that list will be denied.

B. Selection of Tenants**Governing Conditions**

- a. Our Public Housing and Bond Programs operate in compliance with State and Federal Fair Housing Guidelines. We do not discriminate on the basis of race, color, religion, sex, national origin, familial status, disability, age, marital status, ancestry, source of income, or sexual orientation. The following screening criteria applies to all applicants.
- b. In selecting tenants from among eligible applicant families of the size and composition appropriate to available dwelling units, the Authority will take into consideration the needs of individual families for public housing and the statutory purpose in developing and operating a socially and financially sound public housing project, which provides a decent home and a suitable living environment and fosters economic and social diversity in the tenant body as a whole. Selection will be in such a manner as:
 - (1) To avoid concentrations of the most economically and socially deprived families in one or all of the project(s) operated by the PHA.
 - (2) To preclude admission of applicants whose habits and practices may reasonably be expected to have a detrimental effect on the tenants or the project environment.
 - (3) To maintain a tenant body in each project composed of families with a broad range of incomes and rent-paying ability which is generally representative of the range of incomes of very low income families in the PHA's area of operation as defined by state law.

Documentation

In addition to our program application and necessary documentation, applicants need to provide the following items:

- Driver's License or State Identification Card, Passport, or other form of photo ID
- Social Security Cards for each family member (who has had a Social Security number (SSN) issued to them) who will be residing in the unit. If any family member has not been assigned a Social Security number, the Head of Household will be required to sign a certification stating the name of the individual and that the individual has not been assigned a SSN but if one is later received the SSN the number will be disclosed
- Verification of all sources of income

Public Housing applicants will also have to provide:

- Fully completed Eligibility Questionnaire
- Birth Certificates or other proof of birth for all family members who will be residing in the unit

All information provided must be true and complete. All application materials must be signed by all household members aged 18 years or older.

Criminal History

The Housing Authority has a Zero Tolerance Policy for criminal activity. Criminal checks are run for every family member aged 18 years or older. Applications will be denied for either drug-related criminal activity or violent criminal activity or any other criminal activity that could prove to be detrimental to the health and safety or right to peaceful enjoyment of the other residents. Persons convicted of offenses that require a lifetime registration as a sex offender are prohibited from participation in any housing assistance programs administered by the Housing Authority in accordance with Federal Regulations. Housing Authority policy and Code of Federal Regulations states that there does not need to be a conviction, just a preponderance of evidence.

- Persons evicted from public Housing, Indian Housing, Section 23 or any Section 8 program because of drug-related criminal activity are ineligible for admission for a five year period following the date of such eviction unless the person involved in the drug activity is no longer a member of the family, or has successfully completed a rehabilitation program approved by the PHA and meets the exception policy.
- Any person who was convicted of manufacturing or producing methamphetamine on the premises of an assisted housing project will be permanently denied admission to public Housing.
- Any person subject to a lifetime registration requirement under a State sex offenders' registration program will be denied.
- Criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that domestic violence, dating violence, sexual assault, or stalking.

Credit History

Credit checks are conducted to determine the applicant's history of meeting financial obligations and the monetary commitments that are outstanding which may affect eligibility or ability to pay under a rental agreement.

Applicants who owe the PHA money will be denied admission unless the debt is paid in full. The PHA may, at its discretion, enter into a repayment agreement with an applicant.

Applicants who have been evicted and/or have civil judgments for unpaid rent/damages will be denied.

Ideally, applicants will have no more than 30% of their accounts delinquent or other negative status (collection accounts, profit and loss write offs, etc.). For applicants who do not meet the 30% criteria, the following guidelines will be used: There may not be more than 5 negative accounts, and no more than one of those may be unpaid utility accounts.

Applicants with no credit history at all may be considered.

In evaluating credit, medical accounts and student loan accounts will not be included.

To allow for the establishment of positive credit, in cases where it is clear that the applicant has in the most recent two years established positive credit, and all negative accounts are older than two years, the most recent history will be given the greater weight.

In cases of joint credit, where proof can be shown that the debt was assigned by the court to the other party, it will not be considered negative.

Rental History

Applicants must, to the best of their ability, supply a complete rental history for the past 5 years. Gaps in rental history must be explained. Landlord references will be checked for the full 5 years whenever possible. Listed addresses and landlord information may be cross-checked by other means.

Applicants will be denied for negative rental history such as: evictions, damage to property, lease violations including disturbances, failure to pay on time, unauthorized occupants, subletting the unit, etc.

Fraud

Applicants that have committed fraud, intentionally deceiving any housing authority or other federally assisted housing program, will be prohibited from participating in the program.

Denials

Any applicant denied will be notified in writing of the reasons for the determination. All applicants who are denied for any of the reasons stated above have the right to request an Informal Review to dispute the reasons for denial. Requests for Informal Reviews must be in writing, and must be received by the Housing Authority within 10 days of the date on the denial letter. Applicants will be given the opportunity to submit documentation to be considered.

The PHA shall promptly notify an applicant determined to be ineligible for admission of the basis therefore and to provide the applicant, upon request, within a reasonable time after the determination is made, with an opportunity for an Informal Review on such determination; and to promptly notify an applicant determined to be eligible of the approximate date he can be housed, insofar as that date can be reasonably determined.

Preferences

The HA has implemented the following preferences for selecting names from the waiting list. In accordance with California State Law, at each level of preference, veterans and/or active duty servicemen and their spouse or widow/er will have priority. In accordance with Federal Regulations, in each category below, from the families that meet all preferences, the Housing Authority will release families to result in a successful occupancy.

County of Riverside Residency Preference and meet both of the following items:

1. Working families with children, elderly families, disabled families, and
2. Families who are rent burdened or homeless

County of Riverside Residency Preference and meet the following item:

1. Working families with children, elderly families, disabled families

County of Riverside Residency Preference and meet both of the following items:

1. Non-Working families with children, and
2. Families who are rent burdened or homeless

County of Riverside Residency Preference and meet the following item:

1. Non-Working families with children

County of Riverside Residency Preference and meet the following item:

1. Families without children, other single families

Out of County and meet both of the following items:

1. Working families with children, elderly families, disabled families, and
2. Families who are rent burdened or homeless

Out of County and meet the following item:

1. Working families with children, elderly families, disabled families

Out of County and meet both of the following items:

1. Non-Working families with children, and
2. Families who are rent burdened or homeless

Out of County and meet the following item:

1. Non-Working families with children

Out of County and meet the following item:

1. Families without children, other single families

Within the preference groups set forth above, when two or more applicants each needing the same size and type of unit and each having the same selection preferences or preferences of equal weight and the income range desired to maintain a broad cross-section being the same, date and time of application, and date of deposit submitted, will be the determinant.

C. Income Limits

The Income Limits for admission to the public housing project(s) are those published by the Department of Housing and Urban Development in the Code of Federal Regulations (see Exhibit A).

D. Family Choice in Rents

Authority for Family to Select

Each family residing in a public housing unit will elect annually whether the rent paid by such family shall be determined by the flat rent rate or income-based rent. This choice will be offered at initial lease up and annually at the time of the annual reexamination or annual flat rent update. The PHA has established a minimum rent of \$50.

Flat Rents

The PHA has established, for each dwelling unit in public housing, a flat rental amount for the dwelling unit, which:

1. Is based on the rental value of the unit, as determined by the PHA; and
2. Is designed so that the rent structures do not create a disincentive for continued residency in public housing by families who are attempting to become economically self-sufficient through employment or who have attained a level of self-sufficiency through their own efforts.

The PHA shall review the income of families paying flat rent not less than once every 3 years.

Income-Based Rents

The monthly Total Tenant Payment amount for a family with no ineligible non-citizens shall be an amount, as verified by the HA, that does not exceed the greatest of the following amounts:

- 30 percent of the family's monthly adjusted income or
- 10 percent of the family's monthly income

There is a minimum rent of \$50 for public housing participants. The amount of rent is determined by the family's income according to the regulations or if the family has so selected, based on the flat rent. Switching Rent Determination Methods Because Of Hardship Circumstances

In the case of a family that has elected to pay the PHA's flat rent, the PHA shall immediately provide for the family to pay rent in the amount determined under income-based rent, during (1) situations in which the income of the family has decreased because of changed circumstances, loss of or reduction of employment, death in the family, and reduction in or loss of income of other assistance; (2) an increase in the family's expenses for medical costs, child care, transportation, education, or similar items; and such other situations as may be determined by the PHA. The rental policy developed by the PHA encourages and rewards employment and self-sufficiency. The family may not switch more than once during the year. Once a family has requested, and been granted, a change in the form of rent (flat rent or income-based rent), that family will not be allowed to change the form of rent again until their next regularly scheduled re-examination.

Flat rents are structured like market rents. The family may only select flat rent at initial lease up or once annually at their regularly scheduled re-examination. The following rents are the base rent without regard to utility allowances. To get the gross rent the appropriate bedroom size utility allowance would be added to the flat rent figures.

Minimum Rent:

The PHA has established a Minimum Rent of \$50 monthly. Families will be required to pay minimum rent unless they request an exemption because of financial hardship. Financial hardship includes these situations:

- (i) When the family has lost eligibility for or is awaiting an eligibility determination for a federal, State, or local assistance program, including a family that includes a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
- (ii) When the family would be evicted because it is unable to pay the minimum rent;
- (iii) When the income of the family has decreased because of changed circumstances, including loss of employment;
- (iv) When a death has occurred in the family; and
- (v) Other circumstances determined by the PHA or HUD.

What happens if family requests a hardship exemption?

- (A) If a family requests a financial hardship exemption, the PHA must suspend the minimum rent requirement beginning the month following the family's request for a hardship exemption and continuing until the PHA determines whether there is a qualifying financial hardship, and whether such hardship is temporary or long term.
- (B) The PHA must promptly determine whether a qualifying hardship exists and whether it is temporary or long term.
- (C) The PHA may not evict the family for nonpayment of minimum rent during the 90-day period beginning the month following the family's request for a hardship exemption.
- (D) If the PHA determines that a qualifying financial hardship is temporary, the PHA must reinstate the minimum rent from the beginning of the suspension of the minimum rent. The PHA must offer the family a reasonable repayment agreement, on terms and conditions established by the PHA, for the amount of back minimum rent owed by the family.

If the PHA determines there is no qualifying financial hardship exemption, the PHA must reinstate the minimum rent, including back rent owed from the beginning of the suspension. The family must pay the back rent on terms and conditions established by the PHA.

If the PHA determines a qualifying financial hardship is long term, the PHA must exempt the family from the minimum rent requirements so long as such hardship continues. Such exemption shall apply from the beginning of the month following the family's request for a hardship exemption until the end of the qualifying financial hardship.

The financial hardship exemption only applies to payment of the minimum rent (as determined pursuant to Sec. 5.628(a)(4) and Sec. 5.630), and not to the other elements used to calculate the total tenant payment (as determined pursuant to Sec. 5.628(a)(1), (a)(2) and (a)(3)).

West County Flat Rents

Project 006	34th Street	2 bedroom	\$800
Project 007	Jackson Street	1 bedroom	\$775
		2 bedroom	\$925
Project 011/014	Machado Street	2 bedroom	\$850
Project 013	Fairview Street	2 bedroom	\$850
Project 015	Idyllwild Street	2 bedroom	\$725
Project 016/020	Gloria Street	1 bedroom	\$750
		2 bedroom	\$925
		3 bedroom	\$950
		4 bedroom	\$1050
Project 018	Dracaea Street	2 bedroom	\$925
Project 021	Midway Street	1 bedroom	\$625
		2 bedroom	\$775
		3 bedroom	\$850
Project 018/022 Scattered Sites	Adrienne	2 bedrooms	\$700
	Allies	2 bedrooms	\$700
		3 bedrooms	\$775
Project 018/022 Scattered Sites	Fort Drive	1 bedroom	\$675
		2 bedroom	\$750
		3 bedroom	\$825
	Highland	2 bedroom	\$675
	Sherman	3 bedroom	\$1100
4 bedroom		\$1200	

East County Flat Rents

Project 001	Beaumont	3 bedroom 4 bedroom	\$650 \$700
Project 008	Banning	2 bedroom	\$600
Project 028	Desert Hot Springs	2 bedroom 3 bedroom	\$650 \$700
Project 010	Cathedral City	2 bedrooms	\$775
Project 002	Indio	2 bedrooms 3 bedrooms 4 bedrooms	\$725 \$775 \$825
Project 009	Thermal I	2 bedrooms	\$625
Project 031	Thermal II	3 bedroom 4 bedroom 5 bedroom	\$700 \$775 \$850
Project 027	Mecca	3 bedroom 4 bedroom 5 bedroom	\$650 \$725 \$800

E. Occupancy Standards

To avoid overcrowding and prevent waste of space, dwellings are to be leased in accordance with the occupancy standards set forth below. In the event, however, should there be dwellings which cannot be filled with families of appropriate size, after all possible efforts have been made to stimulate applications, eligible families of the most nearly appropriate size will be assigned them, with the understanding that the families will be transferred to units of the proper size should families of appropriate size require the unit. However, at no time will the *initial* assignment of a unit exceed 2 people per bedroom plus 1 for a living/sleeping area, nor less than one person per bedroom. Reasonable accommodation requests will be considered for persons with disabilities.

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
1	1	3
2	2	5
3	4	7
4	6	9
5	8	11

Every family member, regardless of age, is to be counted as a person. For the purpose of occupancy, an unborn child is counted as a person. Foster children/adults are not counted for purposes of determining bedroom size in public housing.

A family will not be granted an increase in bedroom size in order to accommodate adding additional people to the household, other than those added by marriage, birth, adoption or court-awarded custody. A minor may only be added to the household if an adult household member has legal custody or guardianship of the minor. Legal custody is determined by considering marriage, birth, adoption or court and government agency awarded custody. A nucleus family member moving back into the home as an adult will not increase the bedroom size. Requests to add additional household members will be approved or denied after taking into consideration whether the addition of such people will cause over-crowding of the unit, and in the case of an adult member, whether the person meets all applicant screening criteria.

For authorized increases in family size, at no time will the number of persons in the unit exceed two (2) persons per bedroom plus two (2) persons per living/sleeping area.

F. Transfers

When it is found that the size of the dwelling is no longer suitable for the family in accordance with these standards, the family will be required to move as soon as a dwelling of appropriate size becomes available. To the maximum extent possible, needed transfers will take precedence over new admissions. Transfers will not be limited to the project in which the family lives. A family who is required to transfer will be offered the next available unit that the PHA determines will meet the

needs of the request. If the family chooses not to lease that unit, the PHA obligation to transfer the family will be considered met and the family may be given a 30 day notice to vacate.

Transfers for reasons other than regulated by the PHA will be considered based on medical reasons only.

All transfers requests must be in writing and may require verifications deemed necessary by the PHA. A request for transfer may be denied based on tenant history including but not limited to poor paying habits, care of dwelling, care of property, violations of the Lease, etc. A waiting list will be established using the above priorities as the primary determining factor and the date of request as the secondary factor.

The tenant will be charged a deposit on the new unit that is appropriate. The standard security deposit is equal to the family's monthly rent or \$260, whichever is greater. The deposit on the vacated unit will be either refunded or accounted for according to California State law within 21 days of the family's vacating the unit.

Transfers of non-handicapped tenants living in a unit specifically designed for a handicapped person will be required when there is a handicapped family qualified to be placed and there is an available unit meeting the needs of the non-handicapped family. Tenants will be given a \$50 rent credit the month they move to assist with the costs of transferring units.

G. Rent, Utility Reimbursement

The amount of rent payable by the tenant to the PHA shall be the Tenant Rent, as defined in and calculated in accordance with Section I.(J) of these policies. Where applicable, the Utility Reimbursement (as defined in Section I.(M) of this document) will be paid to the tenant by the PHA.

If the utility company consents, a PHA may pay the Utility Reimbursement jointly to the family and the utility company or directly to the utility company.

H. Leasing of Dwelling Units

A Lease Agreement is to be entered into between this PHA and each of its tenant families. The Lease Agreement is to be kept current at all times and is to reflect the rent being charged at time of signing, the unit occupied, the effective date of the lease, and the conditions governing occupancy.

1. Execution of Lease Agreement

- a....The family member who is determined to be the actual head of the household of the Family, accepted as a tenant, is required to execute a Dwelling Lease, in duplicate, prior to actual admission. The copy is to be given to the Lessee and the original is to be filed in the permanent record folder established for the Family. The Lease shall contain the names of all members of the household who will reside in the unit. All family members 18 years of age and older (at the time of initial leasing or upon attaining that age) shall be required to sign the lease.
- b. If a tenant Family transfers to a different housing unit operated by this Authority, the existing Lease is to be canceled and a new Lease for the dwelling into which the

Family is to move must be executed by the head of the household and all other household members 18 years of age and older.

- c. If, through any cause, the signer of the Dwelling Lease ceases to be a member of the tenant family, the Lease is to be voided and a new Dwelling Lease may be executed and signed by a new qualified head of the household, provided the family is eligible for continued occupancy.
- d. If at any time during the life of the Lease Agreement any other change in the tenant's status results in the need to change or amend any provision of the Lease, or if this PHA desires to waive any provision with respect to the tenant:
 - (1) The existing Lease is to be canceled and a new Lease executed, or
 - (2) An appropriate Rider is to be prepared and executed and made a part of the existing Lease.

(Notification to tenants regarding proposed changes will be in accordance with Federal Regulations governing same.)

2. Residents will be given a Briefing Packet at the time of initial lease up. This packet will contain information on maintenance procedures, unit care and housekeeping, utility services and information pertinent to the particular site they will be living at. In addition, all new residents will be required to watch a short video on housekeeping standards and sign an agreement to maintain their unit according to those standards.
3. Cancellation of the Lease Agreement
Cancellation of a tenant's Lease is to be in accordance with the provisions of the tenant lease form.

SECTION III. CONTINUED OCCUPANCY POLICIES**A. Eligibility for Continued Occupancy**

To be eligible for Continued Occupancy in the HUD-aided Public Housing Projects operated by this PHA only those occupants:

1. Who qualify as a family (see Section I.(A.) except that an adult person or persons remaining as members of a family may be permitted to remain in occupancy (if a signatory to the lease); if the person or persons are named on the lease but did not sign it, then the PHA will determine if the person or persons are suitable as tenants having the ability to uphold a lease, if so, a new lease will be entered.
2. Who conform to the Occupancy Standards established in Section II. (E.), hereof;
3. Who are able abide by the terms of their lease. When there is no member of the family living in the apartment who can provide the needed care, a PHA representative will determine the state of competency. A conference may be held with the PHA representative, Department of Family and Children Services caseworker and a representative of the Health Department, or a doctor, to try to resolve the problem.

B. Re-examination of Eligibility and Adjustment of Rent

1. Annual Re-examination: To assure tenancy in the project is restricted to families meeting the eligibility requirements for Continued Occupancy set forth in Section III and that such families are charged appropriate rents, the eligibility status and the Income for all tenants is to be re-examined at least annually.

After the tenant's eligibility status and income have been determined, such action as may be necessary (see Paragraph 4.) is to be taken.

2. Interim Re-examinations: Any *decreases* in the family's income of at least \$50.00 monthly, or any changes in the family's composition that are reported that will decrease the family's rent, the PHA will make the change effective the first of the next month, providing verification of the change has been received. If any changes that are reported will *increase* the family's rent, the PHA will give at least a 30 day notice before the increase takes effect. Increases in income will be processed if there is an increase of at least \$50 per month in the family's income, or if the change is for families eligible for, or currently receiving, income disallowance. Participants must report all changes in income, assets, and family household composition in writing. Changes will be processed if they are anticipated to continue for 60 or more days.
3. Income changes from welfare program
Families will not have their rents reduced (to the extent that the decrease in income is a result of the benefit reduction) if welfare or public assistance is reduced due to:

- Fraud; or
- Any failure of any member of the family to comply with conditions under the assistance program requiring participation in an economic self-sufficiency program; or
- Any failure of any member of the family to comply with conditions under the assistance program imposing a work activities requirement.

This section is not applicable for reduction in benefits as a result of:

- The expiration of a lifetime time limit; or
 - Where the family has complied with welfare program requirements but is unable to obtain employment.
4. Action Required Following Re-examination: Immediately following each tenant's reexamination, he/she is to be informed in writing concerning:
- a. Any change to be made in the rent or size of dwelling occupied;
 - b. Increases in rent are to be made only after all facts have been verified and, in no case, without at least 30 days notification to the tenant.
 - c. Decreases in rent are to be made effective the first of the month following that in which the change in family circumstance is reported.
5. Misrepresentations: If the re-examination discloses that families, at the time of admission or at any other previous determination of income and rent, made misrepresentations which resulted in their being classified as eligible when, in fact, they were ineligible, they are to be required to vacate even though they may currently be eligible. Also, if at the time of re-examination it is found that the tenants' misrepresentations have resulted in their paying a lower rent than they should have paid, they are to be required to pay the difference between the rent paid and what should have been paid and in justifiable cases, the PHA may take such other action as it deems advisable.

SECTION IV. ADMISSION PROCEDURE

A. Determination of Eligibility for Admission, Establishing an Application Pool and Receipt of Applications

1. This section sets forth the basic steps which are to be taken in obtaining and verifying information from applicant families for the purpose of:
 - a. Determining whether they meet the conditions of eligibility for admission set forth in Section II. (A.);
 - b. Applying the preference requirements established in Section II. (B.);
 - c. Determining the rent to be charged in accordance with Section II. (D.);
 - d. Determining the size of the dwelling required in accordance with Section II. (E.)
2. Establishing the application pool, method of filing applications, and selection of tenants shall be as set forth in the PHA's adopted Tenant Selection and Assignment Plan, attached as Exhibit "B" of this document.
3. Tenants will be selected from among applicants eligible for dwellings of given sizes in such a manner as to avoid concentration of families according to income levels. In determining whether a family is eligible for admission or Continued Occupancy, the PHA shall consider information such as:
 - a. An applicant's past performance in meeting financial obligations, especially rent;
 - b. A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety or welfare of other tenants;
 - c. Criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety or welfare of other tenants;
 - d. Drug-related criminal activity, especially the manufacture, sales or distribution of controlled substances;
 - e. Other criminal activity, which may threaten the health or safety, or right to peaceful enjoyment of the premises by other residents or persons residing the immediate vicinity;
 - f. Other criminal activity, which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the PHA (including a PHA employee or a PHA contractor, subcontractor or agent).
 - g. A family involved in drug-related criminal activity or violent criminal activity or any criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or others in the immediate vicinity in any housing program administered by the Housing Authority will be denied or terminated from the program in accordance with the County of Riverside's Zero Tolerance Policy adopted on June 4, 1996 and Amendment adopted April 6, 2004.

- h. Persons convicted of sex offenses that require a lifetime registration as a sex offender are prohibited from participation in any housing assistance programs administered by the Housing Authority in accordance with Federal Regulations.

In the event unfavorable information is obtained relative to the family, consideration shall be given to the time, nature and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct or financial prospects such as:

- i. Evidence of rehabilitation.
 - ii. Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs and the availability of such programs.
 - iii. Evidence of applicant family's willingness to attempt to increase family income and the availability of training or employment programs in the locality.
4. The pre-application constitutes the basic record of each family applying for admission. Each family will be required to supply information as called for on the pre-application for admission and to sign the pre-application attesting to the accuracy of the data provided.

If during the application interview, or at any time in the future, it appears that the applicant is definitely not eligible, the applicant is to be informed of the basis for such determination and shall be provided an opportunity for an Informal Review. In such instances, sufficient information is to be entered on the pre-application form to record the reason for the ineligibility.

The family Head, and other such family members as the PHA shall designate, shall execute HUD approved release and consent form authorizing any depository or private source of income or any Federal, State, or local agency to furnish or release to the PHA and to HUD such information determined to be necessary.

If, after verification of application data, it is determined that the applicant is eligible, he shall be notified of the approximate date he may be housed, insofar as that date can be reasonably determined.

All entries, when possible, are to be made in ink, indelible pencil, or typed in. Corrections or changes are to be made by lining through the original entry and entering the correct data. Such changes are to be dated and initialed by the person recording the change and the reason and authority for such change noted in the record.

5. To assure that the data upon which determination of eligibility, preference status, citizenship or immigration status, rent to be paid, and size of dwelling required are to be based are full, true and complete, the information submitted by each applicant is to be verified. Third-party, written verifications will be obtained according to HUD hierarchy methods set forth in Section IV herein. Complete and accurate verification records are to be maintained.

6. Information relative to acceptance or rejection of an applicant shall be documented and placed in the applicant's file. Verification data is to be reviewed and evaluated as received for completeness, accuracy, and conclusiveness.

Where the information received is not adequate in all respects, follow-ups or new efforts to obtain such information are to be made and carried through to conclusion. If, during the verification process, it becomes evident that, for one or more reasons, an applicant is ineligible, the investigation is to be discontinued.

As verification of all necessary items for each application is completed, a summary of the verified information is prepared by entering all information in the PHA computer. The summary is to cover the following determinations:

- a. Eligibility of the applicant group as a family;
 - b. Eligibility of the family with respect to income limits for admission. Preference status, if any, of the family;
 - c. Size of unit to which the family is to be assigned;
 - d. Rent which the family is to pay; and
 - e. Proof that an applicant is, if claimed, elderly, disabled, or handicapped, as defined previously.
7. No applicant will be excluded from public housing solely because of the applicant's membership in a protected group.
 8. If the verified data used in determining an applicant's eligibility, preference rating, and rent to be charged is not more than 60 days old at the time an applicant is selected for admission and the applicant states that no change has occurred in his status, the data will be considered as reflecting the applicant's status at the time of admission. If data on file is over 60 days old, inquiries are to be made of the applicant, his replies recorded, and any reported changes which may affect his eligibility, preference rating, rent and the unit size are to be re-verified prior to leasing.

SECTION V. RE-EXAMINATION PROCEDURES

1. Determination of Re-examination Date:
The re-examination of all families is to be conducted at least annually from the time of admission.
2. Re-examination Procedures:
Data assembled at the time of re-examination is to be filed in the file set up for the family at the time of its admission.
 - a. Receipt of Eligibility Questionnaire:

Each tenant family is required, at the time of re-examination, to complete and sign the Eligibility Questionnaire and to provide the required information. All entries are to be made in ink, indelible pencil, or type written. Corrections or changes are to be made by lining through the original entry and entering the correct data. Such changes are to be dated and initialed by the person recording the changed data, and the reasons for such changes are to be noted in the record. All persons 18 years of age and older are required to review the Eligibility questionnaire in its entirety, and include all requested information, and initial and sign where required. All responses must be true and complete.

- b. Verification and Documentation of Re-examination Data: To assure that the data upon which the determination of eligibility for continued occupancy, rent to be paid, and size of dwelling required are to be based is full, true, and complete, the information submitted by each applicant is to be verified. Complete and accurate verification records, as set forth in Section VI, are to be maintained in the tenant's file.

- c. Summary of Verified Data: Verification data is to be reviewed and evaluated as it is received for completeness, adequacy, and conclusiveness. Where the information received is not completely adequate in all respects, follow-ups or new efforts to obtain such information are to be made and carried through to conclusion. As verifications of all necessary items for each application are completed, a summary of the verified information is to be prepared. The summary is to cover the following determinations and the basis for such determinations:
 - (1) Eligibility of the tenant group as a family or as the remaining member of a family.
 - (2) Size of dwelling required, and
 - (3) Rent which the family is to pay.

When the verified findings are at substantial variance from the data furnished by the tenant in his Eligibility Questionnaire, the tenant is to be interviewed and an opportunity is to be given to explain the discrepancies. This can be in the form of a Pre-eviction Appointment.

SECTION VI. VERIFICATION PROCEDURES

Introduction

HUD regulations (24 CFR 960.259 (c)) require that the factors of eligibility and Total Tenant Payment (TTP) be verified by the HA. Applicants and program participants must furnish proof of their eligibility whenever required by the HA, and the information they provide must be true and complete. The HA's verification requirements are designed to maintain program integrity. This chapter explains the HA's procedures and standards for verification of preferences, income, combined assets exceeding one thousand dollars (\$1000.00), allowable deductions, family status, and changes in family members. The HA will ensure that proper authorization from the family is always obtained before making verification inquiries.

A. Release of Information

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

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

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

B. Methods of Verification

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

1. Enterprise income verification (EIV)
2. Third-Party written verification
3. Third-party oral verification
4. Review of documents
5. Certification/self-declaration

Enterprise Income Verification (EIV)

The HA will utilize EIV tools, including TASS and the Work Number, whenever possible.

Use of Third-Party Verification to Supplement EIV

EIV replaces, to the maximum extent possible, the more time-consuming and less accurate third-party verification process of contacting individual employers identified by families or reviewing outdated income verification documents. However, third-party verification may continue to be necessary to complement EIV. EIV should not be considered an automatic substitute for other third-party verification. Rather, EIV may supplement other verification documentation, such as original, current tenant-provided documents.

Third-Party Written Verification

Third-party written verification is used to verify information directly with the source.

The family will be required to sign an authorization allowing the information source to release the specified information.

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

Third-party verification forms, including computerized printouts, will not be hand-carried by the family under any circumstances. The HA will send requests for third-party written verifications to the source at all times regardless of whether the family provides a computerized printout.

If third-party written verification is not used, the HA will document the reasons in the file.

For applicants, verifications may not be more than 60 days old at the time of leasing a unit. For participants, they are valid for 120 days from date of receipt.

Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or impossible. When third-party oral verification is used, staff will be required to document with whom they spoke, the date of the conversation, and the facts provided. If oral third-party verification is provided by telephone, the HA must originate the call. If third-party verification is not available, the HA will compare the specified information to any documents provided by the family.

Review of Documents

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

All such documents, excluding government checks, will be photocopied and retained in the family file. When documents cannot be photocopied, staff viewing the documents will annotate the file accordingly.

The HA will accept the following original (no photocopies accepted) documents from families, including: printed wage stubs; computer printouts from employers; and signed letters.

The HA will not accept photocopies as a form of third party verification .

If third-party verification is received after documents have been accepted as provisional verification and there is a discrepancy, the HA will contact the third-party source and the family to resolve differences.

The HA will allow up to ten days for families to provide documents when third-party verification is impossible to obtain.

Self-Certification/Self-Declaration

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

The HA will allow up to ten days for a family to provide a self-certification or self-declaration if other forms of verification are impossible to obtain.

C. Computer Matching

The HA will utilize EIV tools, including a centralized computer matching system. The HA will pursue other computer matching agreements with federal, state, and local government agencies.

D. Items to be verified

All eligibility factors will be verified, such as waiting list preference, income, combined assets exceeding one thousand dollars (\$1000.00), and household composition.

E. Verifying non-financial factors

Verification of Legal Identity

In order to prevent program abuse, the HA will require applicants to furnish verification of legal identity for all family members.

Family Relationships

The HA will require familial relationship verification as appropriate and necessary.

Verification of Permanent Absence of Adult Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, the PHA will require verification of the new address, and a notarized or certified statement signed by the individual who is permanently absent requesting to be removed from the household and lease and relinquishing any portion of his/her security deposit. If the individual is unavailable or refuses to sign the above documents, the Head of Household or remaining adult member must obtain a move out order from the court.

Verification of Change in Family Composition

The HA may verify changes in family composition (either reported or unreported). Third party verification procedures will be used.

Verification of Disability

Third party verification procedures will be used to document permanent disability status.

Verification of Citizenship/Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare his or her status. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the PHA hearing is pending.

If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If any family member fails to provide and sign as required, the family may be denied or terminated from assistance.

PHA determines that a family member has knowingly permitted an individual who is not eligible for assistance to reside in the family's unit, the family's assistance will be terminated, unless the ineligible individual has already been considered in prorating the family's assistance.

Verification of Social Security Numbers

Social security numbers must be provided as a condition of eligibility for all family members age six and over if they have been issued a number

SECTION VII. TERMINATION OF TENANCY AND EVICTION

The HA shall not terminate or refuse to renew the lease other than for serious or repeated violations of material terms of the lease such as the following:

- (a) Failure to make payments due under the lease shall be cause for termination of tenancy.
- (b) Other good cause or any violation of the Lease Addendum of Drug and Crime Free Housing shall be cause for termination of tenancy.
- (c) Discovery after admission of facts that made the tenant ineligible.
- (d) Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with re-examination of income.
- (e) The HA shall prohibit admission, and terminate tenancy to any individual who is subject to a lifetime registration under a State sex offender registration program.
- (f) Failure to accept an offer of a new lease or lease revision in a timely manner.
- (g) Failure of a family member to comply with the community service requirement.

Lease Termination Notice:

The HA shall give written notice of lease termination of:

- (a) 14 days in the case of failure to pay rent
- (b) a reasonable time considering the seriousness of the situation (but not to exceed 30 days):
 - (1) when the health or safety of other residents, HA employees or persons residing in the immediate vicinity of the premises is threatened or
 - (2) if any member of the household has engaged in any drug-related criminal activity or violent criminal activity or
 - (3) if any member of the household has been convicted of a felony
- (c) 30 days in any other case, except that if a State or local law allows a shorter notice period, such period shall apply.
- (d) The tenant shall give the HA 30 days advance written notice of his intention to terminate the lease and vacate the premises.

SECTION VIII. VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

The following provisions are applicable to situations involving incidents involving actual or threatened domestic violence, dating violence, or stalking, as those terms are defined in Section 6(u)(3) of the United States Housing Act of 1937, as amended, (42 U.S.C. § 1437d (u)(3)) and in the HA’s Violence Against Women Act (VAWA) Policy. To the extent any provision of this section shall vary from or contradict any other provision, the provisions of this section shall prevail.

A. Termination of tenancy

1. An incident of actual or threatened domestic violence, dating violence, or stalking shall not constitute a serious or repeated violation of the lease by the victim of such violence; and
2. Criminal activity directly relating to domestic violence, dating violence or stalking, engaged in by a member of the tenant’s household, a guest, or other person under the tenant’s control, shall not be cause for termination of tenancy or occupancy rights, if the tenant or any member of the tenant’s family is a victim of that domestic violence, dating violence, or stalking.

3. Notwithstanding anything to the contrary contained in paragraphs A.1. and A.2. above, the HA may terminate tenant's tenancy under the lease if it can demonstrate an actual an imminent threat to other tenants or to those employed at or providing service to the development in which the unit is located, if the tenant's tenancy is not terminated.
4. Further, nothing in this section shall prohibit the HA from terminating tenancy under the lease based on a violation of the lease not premised on an act or acts of domestic violence, dating violence, or stalking against the tenant or a member of the tenant's household for which protection against termination of tenancy is given in paragraphs A.1. and A.2. above. However, in taking any such action to terminate tenancy, the HA shall not apply a more demanding standard against the tenant or a lawful occupant than to other tenants.

B. Bifurcation of Lease.

Under the authority provided in Section 6(l) (6)(B) of the United States Housing Act of 1937, as amended (42 U.S.C. § 1437d(1)(6)(B)), the HA may bifurcate the lease in order to evict, remove, or terminate assistance to any individual who is a tenant or a lawful occupant under the lease and who engages in criminal acts of physical violence against family members or others. The HA may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the tenant or a lawful occupant under the lease.

C. Certification.

The HA will request that the victim abuse complete the HUD form 50066 -- Certification of Domestic Violence, Dating Violence or Stalking. This form must be provided within 14 business days from the date the HA requests it.

If the certification is not delivered to the HA within the 14-day period allowed, the provisions of this section will not apply and the HA may elect to terminate tenancy and evict without regard to the protections provided in this section.

D. Confidentiality.

The law requires that information provided to the HA concerning an incident or incidents of domestic violence, dating violence or stalking be retained in confidence, not placed in any shared data base nor provided to a related entity, except to the extent disclosure requested or consented to by the individual supplying such information, or required for use in an eviction proceeding, or otherwise required by applicable law.

SECTION IX. GRIEVANCE PROCEDURE FOR CONVENTIONAL PUBLIC HOUSING

A. Applicability

1. The Housing Authority grievance procedure shall be applicable to all individual grievances as defined in Section B of this procedure between the tenant and the Housing Authority. In those jurisdictions which require that prior to eviction, a tenant be given a hearing in court containing the elements of due process, the Housing Authority may exclude from its procedure any grievance concerning an eviction or termination of tenancy based upon a tenant's creation or maintenance of a threat to the health or safety of other tenants or Housing Authority employees.
2. The Housing Authority grievance procedure shall not be applicable to disputes between tenants not involving the Housing Authority or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes.

B. Definitions

For the purpose of this procedure, the following definitions are applicable:

1. "Grievance" shall mean any dispute excluding that outlined in Section A (1) above, which a tenant may have with respect to Housing Authority action or failure to act in accordance with the individual tenant's lease or Housing Authority regulations which adversely affect the individual tenant's right, duties, welfare or status, including a denial of a request for reasonable accommodation and the tenant's obligations.
2. "Complainant" shall mean any tenant whose grievance is presented to the Housing Authority office in accordance with Section C and D herein.
3. "Elements of due process" shall mean an eviction action or termination of tenancy in a state or local court in which the following procedural safeguards are required:
 - a. Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;
 - b. Opportunity for the tenant to examine all relevant documents, records and regulations of the Housing Authority prior to the trial for the purpose of preparing a defense;
 - c. Right of the tenant to be represented by counsel;
 - d. Opportunity for the tenant to refute the evidence presented by the Housing Authority including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;
 - e. A decision on the merits.
4. "Hearing officer" shall mean a person selected in accordance with Section D of this procedure to hear grievances and render a decision with respect thereto.

5. "Hearing panel" shall mean a panel selected in accordance with Section D of this procedure to hear grievances and render a decision with respect thereto.
6. "Tenant" shall mean any lessee or the remaining head of the household of any tenant family residing in housing accommodations covered by this procedure.

C. Informal Settlement of Grievance

Any grievance shall be personally presented, either orally or in writing, to the Housing Authority office so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within 10 days time and one copy shall be given to the tenant and one retained in the Housing Authority's tenant file. The summary shall specify the names of the participants, date of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing under Section D may be obtained if the complaint is not satisfied.

D. Procedure to Obtain a Hearing

1. Request for hearing - The complainant shall submit a written request for a hearing to the Housing Authority within 10 calendar days after receipt of the summary of discussion pursuant to Section C. The written request shall specify:
 - a. The reasons for the grievance; and
 - b. The action or relief sought, along with supporting documentation.
2. Selection of Hearing Officer or Hearing Panel - Grievances shall be presented before a hearing officer or hearing panel. A hearing officer or hearing panel shall be selected as follows:
 - a. The hearing officer or panel shall be an impartial, disinterested person(s) appointed by the Housing Authority.
 - b. The hearing officer may not be the person who approved the PHA action under review or a subordinate of such a person.
3. Failure to Request a Hearing - If the complainant does not request a hearing in accordance with this Section, then the Housing Authority's disposition of the grievance under Section C shall become final, provided that failure to request a hearing shall not constitute a waiver by the complainant of his right thereafter to contest the Housing Authority's action in disposing of the complaint in an appropriate judicial proceeding.
4. Hearing Prerequisite - All grievances shall be personally presented either orally or in writing as prescribed in Section C as a condition prior to a hearing under this section, provided that if the complainant shall show good cause why he failed to proceed in accordance with Section C to the hearing officer or hearing panel, the provisions of this procedure may be waived by the hearing officer or hearing panel.

5. Escrow Deposit - Before a hearing is scheduled in any grievance involving the amount of rent as defined in the tenant lease which the Housing Authority claims is due, the complainant shall pay to the Housing Authority an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the Housing Authority action or failure to act took place. The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer or hearing panel. These requirements may be waived by the Housing Authority in extenuating circumstances. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure, provided, that failure to make payment shall not constitute a waiver of any right the complainant may have to contest the Housing Authority's disposition of his grievance in any appropriate judicial proceeding

6. Scheduling of Hearing - Upon complainant's compliance with paragraphs 1, 4 and 5 of this section, a hearing shall be scheduled by the hearing officer or hearing panel within 30 calendar days. A written notification specifying the date, time and location of the hearing will be sent or delivered to the complainant. This notification will also contain: (1) the family's right to bring evidence, witnesses, legal or other representation at the family's expense; (2) the right to review any documents or evidence in the possession of the PHA on which the PHA based the action (to be provided no later than 7 days before the hearing); (3) notice that the family must provide copies to the PHA of any documents or evidence that the family will use at the hearing (to be provided no later than 7 days before the hearing).

After the hearing is scheduled, the family may request to reschedule only upon showing good cause, which is defined as an unavoidable conflict, which seriously affects the health, safety, or welfare of the family.

E. Procedures Governing the Hearing

1. The hearing shall be held before a hearing officer or hearing panel, as appropriate.
2. The complainant shall be afforded a fair hearing providing the basic safeguards of due process which shall include:
 - a. The opportunity to examine before the hearing and, at the expense of the complainant, to copy all documents, records and regulations of the Housing Authority that are relevant to the hearing. Any document not so made available after request therefore by the complainant may not be relied on by the Housing Authority at the hearing;
 - b. The right to be represented by counsel or other person chosen as his or her representative;
 - c. The right to a private hearing unless the complainant requests a public hearing;
 - d. The right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on by the Housing Authority or project management, and to confront and cross-examine all witnesses on whose testimony or information the Housing Authority or project management relies; and
 - e. A decision based solely and exclusively upon the facts presented at the hearing.

3. The hearing officer or hearing panel may render a decision without proceeding with the hearing if the hearing officer or hearing panel determines that the issue has been previously decided in another proceeding.
4. If the complainant or the Housing Authority fails to appear at a scheduled hearing, the hearing officer or hearing panel may make a determination to postpone the hearing for not to exceed five business days or may make a determination that the party has waived his right to a hearing. Both the complainant and the Housing Authority shall be notified of the determination by the hearing officer or hearing panel, provided, that a determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the complainant may have to contest the Housing Authority's disposition of the grievance in an appropriate judicial proceeding.
5. At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the Housing Authority must sustain the burden of justifying the Housing Authority action or failure to act against which the complaint is directed.
6. The hearing shall be conducted informally by the hearing officer or hearing panel 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 proceedings. The hearing officer or hearing panel shall require the Housing Authority, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the direction of the hearing officer or hearing panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
7. The complainant or the Housing 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.

F. Decision of the Hearing Officer or Hearing Panel

1. The hearing officer or hearing panel shall prepare a written decision, together with the reasons therefore, within 21 days after the hearing. A copy of the decision shall be sent to the complainant and the Housing Authority. The Housing Authority shall retain a copy of the decision in the tenant's folder and made available for inspection by a prospective complainant, his representative, or the hearing panel or hearing officer.
2. The decision of the hearing officer or hearing panel shall be binding on the Housing Authority which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Housing Authority Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that:
 - a. The grievance does not concern the Housing Authority action or failure to act in accordance with or involving the complainant's lease or Housing Authority regulations, which adversely affect the complainant's rights, duties, welfare or status;

- b. The decision of the hearing officer or hearing panel is contrary to applicable Federal, State or local law, HUD regulations or requirements of the annual contributions contract between HUD and the Housing Authority.
3. A decision by the hearing officer, hearing panel, or Board of Commissioners in favor of the Housing 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 proceeding, which may thereafter be brought in the matter.

G. Housing Authority Eviction Actions

If a tenant has requested a hearing in accordance with Section D on a complaint involving a Housing Authority notice of termination of the tenancy and the hearing officer or hearing panel upholds the Housing Authority's action to terminate the tenancy, the Housing Authority shall not commence an eviction action in a State or local court until it has served a notice on the tenant allowing 5 calendar days to vacate (from the date of the hearing officer's decision letter or the PHA's initial 30 day notice to vacate, whichever is later). In no event shall the eviction be initiated through the courts prior to the decision of the hearing officer or hearing panel having been mailed or delivered to the complainant. Such notice to vacate must be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period, or on the termination date stated in the notice of termination, whichever is later, appropriate action will be brought against him and he may be required to pay court costs and attorney fees.

H. Costs of the Hearing

Each party shall bear their own costs for the hearing. The Housing Authority shall be responsible for providing a suitable site for the hearing proceedings.

SECTION X. RESIDENT SURVEY FOLLOW-UP PLAN

In accordance with Public Housing Assessment System (PHAS) regulations, the PHA has developed this Follow-up Plan as part of its Annual Plan because the PHA scored less than 75% on the Resident Surveys in the two following areas: Communication, Safety and Neighborhood Appearance.

A. Communication

In order to encourage and improve communication between PHA staff and residents, the following will be implemented:

- Staff will conduct “knock and talks” with residents when conducting site visits. They will ask the residents if they have any concerns. Any concerns raised will be addressed.
- Resident meetings will be held twice a year on the sites for outreach purposes and to encourage community involvement.
- Residents will continue to be invited to attend the monthly Public Housing staff meetings. Residents will be informed of the times and dates of the meetings, they will be published in the quarterly newsletter and/or notices will be posted at sites.
- Resident Concern Forms will be available in the managers’ offices and at the PHA offices. One will be given to residents at their annual inspection and at their initial leasing appointment.
- Customer Service Surveys will be given to residents at HA office appointments
- Managers have office hours that include either one evening or one weekend day to better meet the needs of working residents.
- Annual Community Day events will be held at most sites. In kind support is received from other agencies such as the police and fire departments. Fundraising is performed to self-fund the events. The events will be held on the following dates; March 17, 2007, March 24, 2007, April 14, 2007, April 21, 2007, May 19, 2007 and June 2, 2007.
- Resident concerns submitted in writing will be responded to timely.
- A quarterly newsletter is sent to all residents informing them of resident services, upcoming events, self-sufficiency opportunities, and information pertaining to addenda, rules and the lease.

B. Safety

- Additional lighting has been installed. We will continue to evaluate and address lighting on all sites to ensure adequate coverage on the site.
- We are working with the HUD Inspector General local field office to do criminal checks, site visits and taking appropriate action.
- We thoroughly screen residents for criminal activity, credit history and rental history.
- Maintenance has a regular preventative maintenance program to ensure units are maintained to meet safety requirements.
- In all cities where the program is available, the communities are certified through the police departments for Crime Free Multi Housing.
- Fire extinguishers are maintained on all sites and are replaced immediately when needed.

C. Neighborhood Appearance

- We have a graffiti removal program to have it removed promptly.

- All sites have Resident Services Assistants to maintain the property. These Assistants work hand-in-hand with the Maintenance Department to ensure prompt removal of trash, broken glass, etc.
- We contract with pest control service companies who monthly service both individual units and common areas. If a particular unit needs additional service, it is completed.
- Maintenance has a regular preventative maintenance program which maintains individual units as well as common areas.
- Landscaping services are contracted and services are provided weekly, which includes mowing, trimming, sprinkler servicing and removal of leaves, etc.
- Playground equipment, tot lots, basketball courts and picnic areas are maintained and Resident Assistants monitor their use.

EXHIBIT A

INCOME LIMITS EFFECTIVE March 20, 2007

Family Composition	Very Low Income 50% of Median	Low Income 80% of Median
1 Person	\$20,700	\$33,150
2 Persons	\$23,700	\$37,900
3 Persons	\$26,650	\$42,600
4 Persons	\$29,600	\$47,350
5 Persons	\$31,950	\$51,150
6 Persons	\$34,350	\$54,950
7 Persons	\$36,700	\$58,700
8 Persons	\$39,050	\$65,500

EXHIBIT B

TENANT SELECTION AND ASSIGNMENT PLAN

1. All applications received by the Housing Authority will be dated and time stamped in order to determine the priority for applications of persons who are equally eligible.
2. Both new applications and those already on file will be categorized according to the unit size, which is appropriate for the applicant family. One waiting list will be maintained. Two area preference lists may be maintained for the convenience of the applicants. The applicant family will be placed on as either or both preference lists if they so choose.

Households wishing to apply for public housing may complete and submit applications in either of the Housing Authority offices located in Indio and Riverside. Applications are accepted in person, on the website, by fax and mail during regular business hours. Requests for mail-out applications will be honored.

Once received, applications will be date and time stamped and the preference rating identified. Bedroom size needs will be considered and applicants will be placed on the waiting list according to the above criteria.

Separate preference lists by area:

A. Area #1 West County:

Rubidoux, Glen Avon, Pedley, Norco, Corona, Riverside, Moreno Valley, Perris, Romoland, Homeland, Sun City, Winchester, Lake Elsinore, Canyon Lake, Temecula, Rancho California, San Jacinto, Hemet

B. Area #2 East County:

Beaumont, Banning, Cabazon, Desert Hot Springs, Cathedral City, Palm Springs, Palm Desert, Coachella, Mecca, Blythe, Thermal, Indio

C. Number of units per area and type

	# of Units	Type
Area #1	274	Family
Area #2	195	Family
Total Units	469	

D. Street addresses of HA units by area:

	Location	Bedroom size
Area #1	4675 Jackson, Riverside	1, 2
	34th and Rubidoux, Rubidoux	2
	372 Highland, Highgrove	2
	3990 Fort Dr., Rubidoux	1, 2, 3
	25033 Gloria, Moreno Valley	1, 2, 3, 4
	24340 Dracaea, Moreno Valley	2
	22245 Sherman St, Moreno Valley	3, 4
	120 Midway, Perris	1, 2, 3
	33051 Fairview, Lake Elsinore	2
	16436 Broadway, Lake Elsinore	2
479 Idyllwild Dr., San Jacinto	2	
Area #2	777 E. 5 th St, Beaumont	3, 4
	975 E. Williams, Banning	2
	Don English, Desert Hot Springs	2, 3
	34355 Corregidor Dr, Cathedral City	2
	45-909 Aladdin, Indio	2, 3, 4
	56-640 Polk St, Thermal	2
	56-690 Polk St, Thermal	3, 4, 5
	91-400 7 th Street, Mecca	3, 4, 5

3. As vacant units become available, assignments will be made on a daily basis to eligible applicants according to his/her relative standing or position on the waiting list. Each eligible applicant on the waiting list will be referred in the order of preference/and income range to an appropriate available unit.
4. The applicants at the top of the list for the available size unit will be selected unless:

- A. Two or more applicants having equal preferences (being equal in weight), then the one fitting the income range needed to maintain the projects economic mix will be offered the unit unless;
 - B. Two or more applicants having equal preferences (being equal in weight) and falling within the same income range needed to maintain the economic mix of the project, then the earliest date and time of application will be the determinant.
 - C. Two or more applicants having equal preferences (being equal in weight) decline the unit being offered, at which time the unit will be made available for immediate housing through shelters, social services, local listings and any other resources necessary to rent the unit. Admission Policies as defined in Section II of this document will be maintained
5. No unit will be left vacant waiting for an applicant of appropriate income range and size so long as the family size meets established Occupancy Standards (See Section II (e)).
 6. Eligible applicants shall not be allowed to decline two appropriately sized unit offered without good cause. If both units are declined, the applicant's name will be moved to the bottom of each list that the applicants name appears on unless:
 - a. The applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents clear evidence of his/her inability to move.
 - b. The applicant presents clear evidence that acceptance of a given offer of a suitable vacancy will result in undue hardship or handicap not related to consideration of race, color, religion, sex, national origin, familial status, disability, age, marital status, ancestry, source of income, or sexual orientation.
 7. In any instance where the applicant rejects the suitable unit for either reason A or B above, the applicant will retain his/her position on the waiting list and will be offered the next suitable unit. Rejection of the next suitable unit offered, other than for reason A or B above, will result in the applicant being moved to the bottom of the waiting list.
 8. Handicapped applicants shall be given preferences as to date and time of application when the vacant unit is a unit designed specifically for a handicapped or disabled family. Vacant, accessible units will be offered to handicapped and/or disabled households as follows:

First, to a current occupant of another unit of the same project, or comparable projects under common control, having handicaps requiring the accessibility features of the vacant unit and occupying a unit not having such features, or, if no such occupant exists, then

Second, to an eligible qualified applicant on the waiting list having a handicap requiring the accessibility features of the vacant unit.

When offering an accessible unit to an applicant not having handicaps requiring the accessibility features of the unit, the PHA will require the applicant to agree (and incorporate this agreement

into the lease) to move to a non-accessible unit when the handicap accessible unit is needed by a handicapped family, and a suitable unit is available for the non-handicapped family to move into.

- 9. The Authority currently administers two types of resident transfers, as follows:
 - a. Required Transfer: Results when a resident's unit is no longer suitable in accordance with the Authority's occupancy standards.
 - b. Medical Transfer: Transfers may be granted for verifiable medical reasons and as a reasonable accommodation for disabled/handicapped persons.

The Authority will establish a combined/single waiting list for each category of transfers (required and requested). Households on the transfer and new applicant waiting lists will be referred to appropriate, available units in the following order:

- (1) Vacancies will first be offered to existing residents who are required to transfer.
 - (2) Remaining vacancies will then be offered to existing residents who have requested medical transfers (as set forth in item 9, B. above).
 - (3) Any remaining vacancies will be offered to new applicants for housing assistance.
- 10. Removal from the Waiting List: Failure to respond to mailings, requests for information and updates, and/or mail returned to the PHA without a forwarding address will result in the Applicant being withdrawn from the Waiting List.

EXHIBIT C

TENANT CHARGES

MAINTENANCE REPAIR COSTS

The flat rate charges listed will apply to all repairs; some of which are not applicable tenant charges. (Only tenant damages and that which is beyond normal wear and tear will be charged to the tenant.) In the event work items listed below are completed by contract (other than Housing Authority staff) the flat rate charge will apply except when the charge for services is less than the flat rate, in which case the tenant will be charged the lesser amount.

All items of repair not listed will be charged on a time and material or actual cost basis. Labor will be calculated at \$30.00 per hour with a half hour minimum.

	<u>Flat Rate Charge</u>
1. WINDOW REPAIRS	
a. Single Strength	Contract charge + Labor
b. Double Strength	Contract charge + Labor
c. Double glazed windows	Contract charge + Labor
d. Bathroom mirror	45.00
2. WINDOW COVERINGS (Replacement)	

a.	Replace vertical blinds 48" x 48" and under	45.00
b.	Repair vertical blinds	15.00
c.	Replace vertical blinds above 48" x 48"	60.00
d.	Replace vertical vanes	2.00
3.	SCREEN REPAIR/REPLACE	
a.	Re-screening only	1.25 sq. ft.
b.	Complete new screen	2.75 sq. ft.
c.	Sliding Screen Door replacement	60.00
4.	DOOR REPAIRS/REPLACEMENT	
a.	Hollow core (interior)	45.00 + Labor
b.	Solid core (exterior & garage access)	175.00 + Labor
c.	Door jamb replacement, exterior	150.00 + Labor
d.	Door jamb replacement, interior	20.00 + Labor
e.	Door jamb repair	20.00
f.	Heavy duty screen door (including installation)	150.00
g.	Entry door locks	75.00 + Labor
h.	Deadbolt locks	65.00 + Labor
i.	Change core on lock (front, rear, storage)	25.00 each
j.	Keys (each)	3.50 each
k.	Interior privacy lock (bath)	25.00
l.	Interior passage lock	15.00
m.	Mailbox keys	15.00
n.	Rehang wardrobe doors (2) - no repairs	10.00
o.	Repair/rehang wardrobe doors (2)	30.00
p.	Replace wardrobe doors vinyl	125.00 48" x 80" installed
5.	WALL REPAIRS (Interior)	
a.	Dry wall construction	20.00 per sq. ft. or portion thereof
b.	Plaster construction	20.00 per sq. ft. or portion thereof
6.	CABINET REPAIR	
a.	Wood paneling/cabinet fronts	45.00 per panel
b.	Cabinet door & drawer replacement	45.00
c.	Hinge replacement	10.00 per pair
d.	Drawer guides	10.00 per pair
7.	FLOOR REPAIRS	
a.	Vinyl tile	5.00 square
b.	Cove base replacement	2.00 lin. ft.
8.	ELECTRICAL REPAIR	
a.	Light switch or plug replacement	15.00
b.	Dining room hanging light fixture	40.00
c.	Wall/porch light fixture	35.00
d.	Bath, bedroom and hall light fixture	25.00

e. Switch or plug plates	5.00
f. Globe only	10.00
g. GFI	45.00
h. Light bulb (60 watt)	2.00
i. Light bulb (48" fluorescent)	5.00
j. Smoke Detector replacement—Battery operated	25.00
k. Smoke Detector replacement—Electrically operated	45.00

9. PLUMBING REPAIRS/ BATHROOM

a. Washer replacements	5.00
b. Washer and seat replacement	10.00
c. Handle replacements	10.00
d. Toilet seat	25.00
e. Shower rod	10.00
f. Towel bar	15.00
g. Toilet paper holder	10.00
h. Leaking sink drains	10.00
i. Garbage disposal repairs:	
-Free stuck unit if removal not required	15.00
-Removal required for repairs	25.00
-Change and replace	100.00
j. Medicine cabinet—Complete	50.00
k. Medicine cabinet—sliding door	8.00
l. "O" ring replacement (faucets)	10.00
m. "Lift" stoppers (bathroom sinks, showers)	12.00
whole assembly replacement	30.00
n. Diverter valve repairs	15.00
o. Clean sewer drain (average)	60.00
p. Clean kitchen sink or lavatory drain or tub	35.00
q. Unstop toilet	35.00
r. Unstop main line	60.00
s. Replace toilet	150.00
t. Repair/replace P-traps	35.00
u. Replace kitchen faucet	50.00
v. Replace bathroom faucet	35.00

10. HEATING / COOLING

a. Thermocouples	15.00
b. Fan controls	20.00
c. Thermostat	40.00
d. Cooler switch	20.00
e. Wall heater cover	65.00
f. Control knobs	3.00

11. PAINTING INTERIOR (Prep & painting)

a. One bedroom unit	225.00
b. Two bedroom unit	250.00

- c. Three bedroom unit 275.00
- d. Four bedroom unit 300.00
- e. Ceiling per room 75.00

12. CLEANING

- a. Cleaning of complete unit (excluding stove & carpet):
 - One bedroom 105.00
 - Two bedroom 125.00
 - Three bedroom 145.00
 - Four bedroom 165.00
 - Five bedroom 185.00
- b. Cleaning of individual items
 - Average refrigerator 30.00
 - Average stove 45.00
 - Clean sink 10.00
 - Clean bathtub 15.00
 - Clean blinds 6.00
 - Clean windows (average house) 40.00
 - Clean walls (average house) 60.00
 - Shampoo carpet (average house) 55.00 (if exceeds normal wear/tear)
 - Repair or replace carpet (average) 18.00 a yard
 - Haul trash 100.00 a load
 - Clean parking space 25.00

13. APPLIANCES

- a. Complete stove replacement 400.00
- b. Oven controls 75.00
- c. Stove top replacement 50.00
- d. Burner grates (4) 20.00
- e. Oven control valves 65.00
- f. Vent hood fan 95.00
- g. Vent hood filter 6.75
- h. Thermocouples (pilot) 15.00
- i. Safety shut-off valves 75.00
- j. Burner & Oven knobs 3.00

14. EXTERIOR

- a. Wall repair Contract charge + Labor
- c. Repair/replace sprinkler 15.00 each

14. OTHER TENANT CHARGES

- a. Late rent charge 30.00
- b. Returned check 25.00
- c. Lock-out (During working hours) 30.00
- d. Lock-out (After working hours) 45.00 (plus travel time)
- e. Monthly Pet Charge 10.00

15. DEPOSITS

- a. Security deposit
(Tenant rent or \$260.00, whichever is greater) 250.00
- b. Pet -dog/cat (except service animal) 100.00
- d. Pet - guinea pigs, rabbits, birds, fish, lizards 50.00

EXHIBIT D -- PET POLICY

Families residing in Public Housing or Bond units are allowed to keep common household pets in their apartments in accordance with this Pet Agreement. Households may keep one cat or one dog or either one or two guinea pigs, hamsters, rabbits, birds or fish in aquarium or lizards as common household pet(s) if it is registered with the Housing Authority before it is brought onto the premises, and if registration is updated each year at annual reexamination.

No vicious or intimidating animal or pet is to be kept on the premises.

The resident will be responsible for all reasonable expenses directly related to the presence of the animal or pet on the premises, including the cost of repairs and replacement in the apartment, and the cost of animal care facilities if needed. These charges are due and payable within 30 days of written notification

Payment

A non-refundable monthly pet charge of \$10.00 will be required for each household with a pet. This charge is intended to cover the reasonable operating costs to the project.

The HA will, in addition, charge a refundable pet deposit of \$100 for each dog or cat and \$50 for either one or two guinea pigs, hamsters, rabbits, birds or fish in aquarium or lizards.

The HA will refund the unused portion of the deposit to the resident within a reasonable time after the resident moves from the project or no longer owns or has a pet present in the resident’s dwelling unit. If the tenant no longer has the pet, an inspection of the unit must be done to provide evidence that there is no damage to the unit caused by the pet.

Limitations

HA authorization for pet(s) will be given on a year-by-year basis.

No pet will be allowed if weight exceeds 20 pounds. The 20 pound limit is for the expected adult weight of the animal. No immature animals of 20 pounds will be allowed.

No dangerous animal or pet will be allowed. Dangerous pets or animals include, but are not limited to:

- Any animal whose bite is venomous.
- Any animal who has previously bitten anyone.

Fish aquariums must not exceed 15 gallons of water.

Registration

Registration must include the following:

A certificate signed by a licensed veterinarian stating that the common household pet has received timely all inoculations currently required by state and local laws. Also required is whatever license is mandated by local law.

A picture of the common household pet must be provided at time of registration.

Name, address and phone number of person to be responsible for pet in resident's absence.

All animals are to be spayed or neutered. If animals are not spayed or neutered and have offspring, the resident household is in violation of this rule.

No animal or pet may be kept in violation of humane or health laws.

Animal Restraint

A common household pet must be effectively restrained and under the control of a responsible person when passing through a common area, from the street to the apartment, etc. Dogs must be on a leash at all times when not in the rental unit.

Sanitation Standards

Any animal or pet waste deposited in any animal or pet animal exercise area must be removed right away by the pet owner.

Residents will take adequate precautions to eliminate any animal or pet odors within or around the apartment and maintain the apartment in a sanitary condition at all times.

If a litter box is used in the apartment, it must be emptied daily and contents placed in a heavy plastic bag into the garbage container immediately.

All common household pets are to be fed inside the apartment. Feeding is not allowed on porches, sidewalks, patios or other outside area.

Tenants are prohibited from feeding stray animals. The feeding of stray animals will constitute having a pet without permission of the Housing Authority.

Residents will not alter their unit, patio or unit area to create an enclosure for a common household pet.

Potential Problems and Solutions

Residents will not permit any disturbances by their pet which interferes with the quiet enjoyment of other tenants; whether by loud barking, howling, biting, scratching, chirping or other such activities.

The Housing Authority may enter the owner's apartment to inspect the premises when circumstances so warrant, to investigate a complaint that there is a violation, and/or to check on a nuisance or threat to health and safety of other residents.

The action may also include placing the pet in a facility to provide care and shelter for a period not to exceed 30 days.

If the pet is threatened by the incapacitation or death of the owner, (or by extreme negligence,) and the designated alternate is unwilling or unable to care for the pet, the Housing Authority may place the pet in proper facility for up to 30 days at the pet owner's expense. If there is no other solution at the end of 30 days, the HA may donate the pet to a humane society. Cost of this professional care will be borne by the pet owner.

Excluded from the premises are all animals and/or pets not owned by residents, except for service animals.

The authorization for a common household pet may be revoked at any time subject to the Housing Authority's grievance procedure if the pet becomes destructive or a nuisance to others, or if the tenant fails to comply with this policy.

Residents who violate these rules are subject to:

Mandatory removal of the pet from the premises within 3 days of notice from the HA; or if for a threat to health and safety, removal within 24 hours of notice.

Lease termination proceedings.

The tenant agrees to indemnify, defend and hold harmless from and against any and all claims, actions suits, judgments and demands brought by any of the tenant's pet(s). Any injury or damage to persons or property caused by tenant's pet(s) shall be the liability of said tenant. At the tenant's discretion and expense, tenant is responsible for securing liability insurance for such purpose.

This policy is incorporated by reference into the Dwelling Lease signed by the resident, and therefore, violation of the above Policy will be grounds for termination of the lease.

Exceptions:

Each household may be permitted to have one, one (1) gallon water proof container with up to two (2) small non-biting fish such as Goldfish. A pet deposit or monthly pet charge will not be required. The container and its contents must be maintained in a safe and sanitary manner and may be subject to removal by the PHA should housekeeping or other hazardous conditions exist.

EXHIBIT E -- SERVICE ANIMAL POLICY

(Policy regarding animals that assist persons with disabilities)

Background

Service animals are animals trained to assist people with disabilities in the activities of independent living. The Americans with Disabilities Act (ADA) defines service animals as any animal individually trained to do work or perform tasks for the benefit of an individual with a disability. If an animal meets this broad definition, it is considered a service animal. It does not have to be licensed or certified by a state or local government or a training program. Companion animals and emotional support animals will be included in this broad definition if the animal is an integral part of the treatment process prescribed by a medical professional. Verification will be sought annually.

Federal, state and local fair housing laws require that a modification be made to a “No Pet” policy to permit the use of a service animal by an individual with a disability, unless doing so would result in an unreasonable financial or administrative burden. The Housing Authority (HA) does not have a “No Pet” policy. A pet is allowed in accordance with the Pet Policy and a signed pet agreement.

This policy differentiates “service animals” from “pets,” describes types of service animals, provides guidelines for staff and tenants for the acceptance of service animals, and sets behavioral guidelines for service animals.

Definitions

Disability:

A tenant must meet the statutory definition of having a “disability,” under federal, state and local fair housing laws. These statutes recognize the following broad categories of disabilities:

- A sensory, mental, or physical impairment that substantially limits one or more major life activities (such as walking, seeing, working, learning, dressing, etc.)
- A sensory, mental or physical condition that is medically cognizable or diagnosable

Medical Professional:

A healthcare or mental health provider responsible for the medical care of the member requiring a service/companion animal.

Pet:

A domestic animal kept for pleasure such as a dog, cat, guinea pig, hamster, rabbit, bird, fish or lizard.

Service/Companion Animal:

Any animal individually trained to do work or perform tasks for the benefit of a person with a disability. A companion animal with good temperament and disposition, and who has reliable, predictable behavior, may assist a person with a disability as a therapy tool. The animal may be incorporated as an integral part of a treatment process. Service animals are usually dogs, but may be any animal designated by the tenant and his or her treatment provider. Service animals are not

considered to be pets. A person with a disability uses a service animal as an auxiliary aid similar to the use of a cane, crutches or wheelchair.

All references to the word “animal” in this policy refers to the resident’s guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal.

Examples include:

- A **guide animal**, trained to serve as a travel tool by a person who is legally blind.
- A **hearing animal**, trained to alert a person with significant hearing loss or who is deaf when a sound occurs, such as a knock on the door.
- An **assistance animal**, trained to assist a person who has a mobility or health disability. Duties may include carrying, fetching, opening doors, ringing doorbells, activating elevator buttons, steadying a person while walking, helping a person up after a fall, emotional support, etc.
- A **seizure response animal**, trained to assist a person with a seizure disorder. The animal’s service depends on the person’s needs. The animal may go for help, or may stand guard over the person during a seizure. Some animals have learned to predict a seizure and warn the person.
- A **companion animal or emotional support animal** that assists persons with psychological disabilities. Emotional support animals can help alleviate symptoms such as depression, anxiety, stress and difficulties regarding social interactions, allowing tenants to live independently and fully use and enjoy their living environment.

Staff:

Includes Housing Specialists, on-site management, off-site property management, maintenance personnel, or any other representative of the owner or management company designated by the Housing Authority.

Tenant:

A person with a disability who has a service animal who resides in Affordable Public Housing.

Request for a service animal accomodation

The tenant shall submit a request in writing to have a service/companion animal as an accommodation for the tenant’s disability.

Verification of disability and need for a service animal:

The tenant must provide written verification that s/he has a disability and that the accommodation is necessary to give the person equal opportunity to use and enjoy the community. If the disability and need are obvious, such as a blind resident needing a guide dog, verification may not be required. As defined by the law above, the tenant need not disclose the nature of the disability. The verification must include:

- The name, address and phone number of the medical professional
- The requested accommodation

HA authorization for guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal will be given on a year-by year basis. Service animals do not need to wear any special identifying gear such as tags, harnesses or capes. A tenant may train his or her own service animal and is not required to provide any information about training or the specific tasks the animal performs.

Supervision:

The guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal must be supervised and effectively restrained (under the control of a responsible person) when passing through a common area, from the street to the apartment, etc. Dogs must be on a leash at all times when not in the rental unit.

No vicious, dangerous or intimidating guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal is to be kept on the premises. Vicious and/or dangerous animals include, but are not limited to:

- Any animal whose bite is venomous or who has previously bitten anyone.

The resident will be responsible for all reasonable expenses directly related to the presence of the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal on the premises, including the cost of repairs and replacement in the apartment, and the cost of animal care facilities if needed. These charges are due and payable within 30 days of written notification.

Limitation on number of animals

No more than one guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal or pet is allowed on the premises per unit.

Limitation on size/weight of animals

The expected adult weight of a companion animal or emotional support animal must not exceed 20 pounds. No immature companion animal or emotional support animal of 20 pounds will be allowed.

Limitation on size/gallons of fish aquarium

Fish aquariums must not exceed 15 gallons of water.

Sanitation standards/cleanup rules

- Never allow the service animal to defecate on any property, public or private (except the tenant's own exclusive use area), unless the tenant immediately removes the waste.
- Always carry equipment sufficient to clean up the animal's feces whenever the service animal is in the common areas or outside of the tenant's unit.
- Properly dispose of waste and/or litter. If a litter box is used in the apartment, it must be emptied daily and contents placed in a heavy plastic bag into the garbage container immediately.
- Take adequate precautions to eliminate any animal or pet odors within or around the apartment and maintain the apartment in a sanitary condition at all times.
- Contact Staff if arrangements are needed to assist with cleanup (at the tenant's expense).

- The guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal are to be fed inside the apartment. Feeding is not allowed on porches, sidewalks, patios or other outside area. Tenants are prohibited from feeding stray animals. The feeding of stray animals will constitute having a pet without permission of the Housing Authority.
- Resident will not alter their unit, patio or any other area to create an enclosure for the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal.

Service animal accomodation

The Housing Authority will review a tenant's request for a service animal accommodation. Upon written verification from the tenant's medical professional, the HA will provide a written response to the tenant. The response will take into consideration the reasonableness of the request and guidelines of this policy. The request may be denied and deemed unreasonable if it is not approved by the tenant's medical professional or if it causes an undue financial or administrative burden or is a safety risk to the community.

Fees

A service animal is not a pet and is not charged a pet deposit. The tenant is liable for any damage caused by the animal. No vicious or intimidating animal or pet is to be kept on the premises.

The resident will be responsible for all reasonable expenses directly related to the presence of the animal or pet on the premises, including the cost of repairs and replacement in the apartment, and the cost of animal care facilities if needed. These charges are due and payable within 30 days of written notification.

Potential problems and solutions

Residents will not permit any disturbances by their guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal which interferes with the quiet enjoyment of other tenants; whether by loud barking, howling, biting, scratching, chirping or other such activities.

The Housing Authority may enter the tenant's apartment with reasonable notice to inspect the premises when circumstances so warrant, to investigate a complaint that there is a violation, and/or to check on a nuisance or threat to health and safety of other residents. The HA may also place the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal in a facility to provide care and shelter for a period not to exceed 30 days at the tenant's expense.

If the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal is threatened by the incapacitation or death of the tenant, (or by extreme negligence,) and the designated alternate is unwilling or unable to care for the pet, the Housing Authority may place the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal in proper facility for up to 30 days at the tenant's expense. If there is no other solution at the end of 30 days, the HA may donate the guide animal, hearing animal, assistance animal, seizure response animal, companion

animal or emotional support animal to a humane society. Cost of this professional care will be borne by the tenant.

Any other animals and/or pets not owned by residents, except for service animals are excluded from the premises.

The authorization for a guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal may be revoked at any time subject to the Housing Authority's grievance procedure if the pet becomes destructive or a nuisance to others, or if the tenant fails to comply with this policy.

Removal of a service animal

Residents who violate this Service Animal Policy are subject to:

Mandatory removal of the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal from the premises within 3 days of notice from the HA; or if for a threat to health and safety, removal within 24 hours of notice. Lease termination proceedings.

Areas off-limits to service animals

Management may designate certain areas off limits to service animals, such as in the swimming pool or any other area where a significant health or safety hazard may exist. Such designations should not infringe upon the right of a person with disabilities to fully enjoy the amenities of the community.

Registration

Registration must include the following:

- A certificate signed by a licensed veterinarian stating that the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal has received timely all inoculations currently required by state and local laws.
- Any license mandated by local law.
- A certificate signed by a licensed veterinarian stating that the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal has been spayed or neutered. If the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal are not spayed or neutered and have offspring, the resident household is in violation of this rule.
- A picture of the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal must be provided at time of registration.
- Name, address and phone number of person to be responsible for the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal in resident's absence.

No guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal or pet may be kept in violation of humane or health laws.

The tenant agrees to indemnify, defend and hold harmless from and against any and all claims, actions suits, judgments and demands brought by tenant's guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal. Any

injury or damage to persons or property caused by tenant's guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal shall be the liability of said tenant. At the tenant's discretion and expense, tenant is responsible for securing liability insurance for such purpose.

This policy is incorporated by reference into the Lease Agreement signed by the resident, and therefore, violation of the above Policy will be grounds for termination of the lease.

EXHIBIT F -- RENT COLLECTION AND WRITE OFF POLICY**Collection**

Public affordable housing tenants will be provided with a monthly statement showing the rent due as well as any other charges (late fees, maintenance charges, etc.). Rents are due on the first day of each month and considered delinquent after the first (1st) day. If rent is not paid by the fifth (5th) of the month, late fees will apply. Tenants may mail a check or money order directly to the Housing Authority or may pay in person at the Housing Authority main office. Any monies received will be applied to the oldest balances first.

If a tenant has one check returned for insufficient funds, the tenant will be advised that all future payments must be by money order. After twelve (12) consecutive months of the resident's rental account being paid on time and in full, the PHA will consider restoring the resident's ability to pay by check upon receipt of resident's written request and confirmation of ability to pay.

If the rent is not paid by the fifth of the month, a 14-day notice will be prepared and served or posted and mailed to the tenant. The notice is a requirement of the Federal Regulations to advise the tenant that they are being considered for eviction for non-payment of rent and they have 14 days to contact the Housing Authority office for payment or to make arrangements to pay. If no payment is made within the fourteen-day period, an unlawful detainer will be filed with the court. A court date is set and if judgment is received in court and the tenant's appeal period has elapsed, a writ of possession will be filed to remove the tenant from the dwelling.

If the tenant fails to make payments on other charges as allowed in the lease (late fees, maintenance charges, etc.), a 14-day notice will be prepared and served or posted and mailed to the tenant. The notice advises the tenant that they are being considered for eviction for non-payment of the specified charges in the notice and they have 14 days to contact the Housing Authority office for payment or to make arrangements to pay. If no payment is made within the fourteen-day period, an unlawful detainer may be filed with the court. A court date is set and if judgment is received in court and the tenant's appeal period has elapsed, a writ of possession will be filed to remove the tenant from the dwelling.

It is the policy of the Housing Authority to collect rent owed in a timely manner, while at the same time retaining the ability to show some flexibility to tenants with verifiable financial hardships.

Write-Offs

Money owed for rent or damages will be billed to the tenant within 21 days of vacating the unit. The bill will be mailed to the last known address. A record of the amount owed is kept as long as it seems feasible to collect. When collection is not feasible, the account is sent before the Housing Authority Board of Commissioners for approval to write-off the outstanding debt in accordance with HUD guidelines. Write-offs will be done on a quarterly basis. A record of write-offs is kept indefinitely for collection at some future time.

EXHIBIT G -- ALTERATION ADDENDUM

The Housing Authority of the County of Riverside (HA) agrees to allow Resident,
_____ to perform the following alteration to the leased premises
at _____.

1. Description of Permitted Alteration: _____

_____ Resident is to have the above alteration professionally installed at Resident's expense.

_____ HA Maintenance staff will purchase and install the above alteration. Resident will be billed for all costs involved and agrees to reimburse the HA as billed.

2. Disposition of the Alteration: When the above-named resident moves out, the following shall be done:

_____ Resident shall remove the alteration described above at Resident's own expense. Resident is responsible for restoring the premises to the same condition it was in when Resident first moved in, except for ordinary wear and tear.

_____ Resident shall leave the alteration described above in place. The alteration shall become the property of the HA without compensation to Resident.

By signing below, the HA and Resident agree that this Alteration Addendum is incorporated into and shall become a part of the original Lease or any renewal of said Lease between the HA and the Resident.

Resident/Date

Resident/Date

Resident/Date

Resident/Date

Housing Authority of the County of Riverside by:

Housing Specialist/Date

**EXHIBIT H
RULES REGARDING THE INSTALLATION OF SATELLITE DISHES**

Residents may install satellite dishes in their apartments. Residents living in units that can receive satellite signals who wish to install satellite dishes must adhere to the following rules:

1. Dish must be installed within the apartment or on a patio or balcony of which you have exclusive use. You may not install a satellite dish in a common area, exterior wall or on the roof, including the fascia (trim) of the building. You may not install a satellite dish outside your apartment unless you have a patio or balcony and have exclusive use of said patio or balcony.
2. Satellite dish must not be larger than one meter in diameter. You may not install any satellite dish larger than one meter (3 feet, 3 inches), measured across its widest part.
3. Dish must be securely mounted and may not extend beyond the edge of the apartment, balcony or railing. A tripod or other portable, heavy object may be used but must be anchored in a safe manner and not to interior or exterior walls, floors, ceilings, existing patio or walkway decks. Your dish must be mounted in such a manner that it cannot become dislodged. You may run a "flat" cable under a door jam in a manner that does not interfere with proper operation of the door. *If a "flat" cable is not used in the above manner then the cable line must be installed within the current cable lines that are already existing within the interior walls and the connection must be made in such a fashion that when dish is removed, it will not impair normal operation of the cable line.* You may not hang a dish out the window.
4. You may not damage or alter the unit and may not drill holes through railing, exterior walls, door jambs, windowsill, etc. or any other location where holes might impair the building's weatherproofing or there is a risk of striking electrical or water lines. Installation must not damage the apartment.
5. Dish must be professionally installed. You may not install the dish yourself. You may hire a professional to install it for you and our maintenance staff will supervise the installation. The installation and operation of your dish is at your own risk.
6. You are fully liable for any injury or damage to persons or property caused by your dish and related equipment. To ensure that you are able to pay damages in the event that your dish causes injury or damage, you must purchase and maintain liability insurance coverage for no less than \$100,000 covering any such injury or damage and list the Housing Authority as additionally insured. You must maintain the liability insurance coverage for as long as you have the dish at our community. You must provide us with proof that you have and maintain the insurance. You agree to defend, indemnify and hold us harmless from the above claims by others.
7. An Alteration Addendum must be signed prior to any installation.

I understand the above Satellite Dish policy and agree to the terms as stated above. I will not install a Satellite Dish without prior approval and a signed Alteration Addendum.

SIGNED: _____ DATE: _____

EXHIBIT I
TENANT INFORMATION AND RESPONSIBILITIES
AFFORDABLE PUBLIC HOUSING

VIOLATORS ARE SUBJECT TO THE TERMINATION OF TENANCY

Rules and Responsibilities:

1. Rent is due on the first of each month and is considered delinquent on the 2nd of the month. Rent payments received after the fifth of the month will be assessed a late charge of \$30.00.
2. **Changes** in family income and composition must be **reported in writing within 10 days** of the change. The request to add family members must be approved in advance by the Housing Authority. It must be determined if the family member is eligible to be added to the household.
3. Bonafide visitors may remain overnight or for a visit not to exceed seven **cumulative** days in a six month period. Tenants will not house individuals or families who are without housing. This creates an overcrowded condition contrary to HUD directives, and is a lease violation.
4. Tenant families are responsible for the conduct of family members and guests. Tenants and guests should not disturb, annoy, or endanger your neighbors. Tenants are liable for any damages caused, other than normal wear and tear, including but not limited to, litter clean up, broken/missing screens, broken/cracked windows, damage to the walls from hanging pictures, mirrors, etc.
5. Tenants are responsible to help keep the complex clean. This includes ensuring that your trash is placed in the dumpster (please do not send small children to dispose of trash). Families should help keep the laundry rooms clean. For safety reasons, children are not permitted in the laundry rooms without adult supervision.
6. A reasonable standard of housekeeping must be maintained. Housekeeping habits which cause a hazard to the health, safety, and/or property are cause for termination of tenancy. An annual inspection will be done to check the unit to ensure that it is decent, safe and sanitary.
7. Vehicles: Tenants are to park in assigned parking spaces only where assigned, and otherwise only in marked parking spaces. Vehicles which block driveways or entrances, unauthorized vehicles parked in assigned parking, and/or inoperable or abandoned vehicles will be towed at owner's expense. Repairing or washing of vehicles is not allowed on the premises.
8. No pets are permitted without the written consent of the Housing Authority.
9. Waterbeds require prior written consent & possible increased security deposit.
10. Bikes, skates, toys, items of furniture, etc. must not be left outside of the unit. Patios are not to be used for storage, with the exception of Bar-B-Que's or patio furniture. Any items left outside will be removed at the tenant's expense.
11. Stoves and refrigerators furnished by the Housing Authority are not to be removed from the unit. Excess or inoperable appliances are not to be left inside, outside, or anywhere on the property. For safety reasons, refrigerators must be used in the kitchen area provided.
12. Tenants, family members or guests are not permitted on the roofs.
13. Television and sound equipment must be utilized at a volume level that will not interfere with neighborhood peace and quiet. Tenants may not install any outside antenna or satellite dish without a signed agreement with the HA.
14. Where drapes or mini blinds are provided, tenants shall not replace with their own.

EXHIBIT K
HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE
Lease Agreement

This lease is entered into this _____ day of _____, _____ between the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE (landlord, hereinafter called **HA or owner**) and _____ (hereinafter called **tenant or resident**), for the following dwelling unit: _____.

1. Term of Lease: The initial term of the lease must be for at least one year. The initial term begins on _____ and ends on _____. **After expiration of the term, the lease will be automatically renewed for another year unless: (1) terminated by the landlord in accordance with paragraph 13 of this lease, or (2) terminated by the tenant in accordance with paragraph 14 of this lease or by mutual agreement during the term of the lease or (3) by mutual agreement during the term of the lease.**

2. Rental Rate: Tenant agrees to pay \$_____ per month, payable in advance on or before the first day of day of each month. The first payment is \$_____ for the period from _____ to _____. Monthly rent is delinquent if not paid by the second day of each month. On the sixth day of the month, a \$30.00 Administrative Late Fee will become due and payable within 14 days for any rent not received by the fifth of the month. Any check returned for non-sufficient funds (NSF) will be subject to a \$25.00 NSF fee in addition to the \$30.00 late fee and checks will no longer be accepted. Payments must be made payable to the Housing Authority of the County of Riverside. Payments must be paid in person or mailed to: 5555 Arlington Ave., Riverside, CA 92504 Monday through Friday 8:00 a.m. to 5:00 p.m. Office is closed on holidays. Contact by phone can be made at (800) 655-4228. Payments must be made by check or money order. Payments received will be applied to any outstanding balance first. Tenants who accrue more than three late charges in any twelve-month period will be subject to tenancy termination.

Resident shall make all payments in full. Receipt of a payment of less than the amount due shall be deemed to be nothing more than partial payment on the tenant's account. Under no circumstances shall HA's acceptance of a partial payment constitute accord and satisfaction. Nor will the HA's acceptance of a partial payment forfeit the HA's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on the check or money order.

Choice of Rent: The amount payable monthly by the family as rent to the HA will be based on the family's choice of rent options as described here. Family may only request to have the choice of rent switched once per year. Family may only choose to switch to Flat Rent at their annual re-examination.

- (a) **Flat rent.** A flat rent is the amount of tenant rent as determined by the HA to be the market value of the unit. The flat rent amount is subject to change annually in accordance with the Statement of Policies. Under this choice, there will be no rent adjustments unless, due to financial hardship the family chooses to be switched to Income-based rent.
- (b) **Income-based rent.** An income-based rent is the amount of tenant rent as determined by the HA based on family income. Under this choice the monthly rental rate may be adjusted after the tenant's annual reexamination of eligibility, when the tenant's family composition or income changes, or verification of income causing a change in rent. The tenant may ask for an explanation of the specific grounds of an adjustment and shall have the right to request a hearing under the grievance policy as outlined in paragraph 15 of this Lease Agreement.

3. Utilities and Appliances: The HA will supply water, trash and sewer (except for El Dorado Garden Apts. where tenant pays the City of Riverside sewer with electricity). The HA shall also supply a stove and window

coverings. Tenant shall pay all other utilities and supply a refrigerator.

4. Authorized Occupants: The following are the only Authorized Occupants of the unit:

Name	Date of Birth	Name	Date of Birth

Occupancy by guests staying more than 7 cumulative days in any six month period without the written consent of the HA shall be considered a lease violation.

Resident must notify the HA of the birth, adoption or court-awarded custody of a child, and must request HA approval to add any other person as an occupant.

If the head of the household signer ceases to be a member of the household, the Lease will be voided and a new Dwelling Lease Agreement will be executed and signed by the new Head of the Household, provided the family is eligible for continued occupancy.

- (a) Foster Children/ Live in Aide: With the consent of the HA, a foster child or Live in Aide may reside in the unit. The HA will not approve the addition of foster children if it will cause overcrowding according to HUD occupancy standards. A live-in aide, foster child or foster adult is not a family member and is not eligible for continued assistance or occupancy as a remaining member. Upon incapacitation or death of Head of Household, a live-in aide, foster child or foster adult must immediately vacate the unit. In determining whether to grant approval for a live in aide, the HA will consider the size of the unit, the family size and the HA’s obligation to provide reasonable accommodation for disabled/handicapped persons.
- (b) Transfers: When it is found that the size of the dwelling is no longer suitable for the family in accordance with the HA’s occupancy standards, the family will be required to move as soon as a dwelling of appropriate size becomes available. If a tenant transfers to a different housing unit operated by the HA, the existing Lease Agreement will terminate, a new Lease Agreement will be executed for the new dwelling unit, and the appropriate Security deposit will be paid at the time of the transfer. Any unused security deposit from the old unit will be dispersed according to the guidelines stated under Section 5 of this Agreement.

(If checked) The unit is a designated handicapped unit. Non-handicapped residents living in a designated handicapped unit will be required to move (at their own expense) when there is a handicapped family who requires the unit. A \$50.00 rent credit will be given the month they move to assist with the costs of transferring units.

5. Security Deposit \$_____ (an amount equal to Tenant Rent or \$260, whichever is greater).

When a family moves out of the leased unit, the HA, subject to state and local law, may use the Security Deposit as reimbursement for any unpaid rent, damages to the unit, costs to clean the unit, costs to repair or replace personal property or other amounts that the Tenant owes under the law and in accordance with the Lease Agreement. The HA must give the Tenant a list of all items charged against the security deposit and the amount of each item within twenty-one (21) days of the vacancy. The Tenant is liable for any costs beyond the Security Deposit amount.

6. Pets: There will be no pets allowed except with the prior written approval of the HA and a signed Pet Addendum. An addition to the security deposit, as well as a monthly pet charge of \$10.00 will be required. Tenants are prohibited from feeding stray animals. Feeding of strays shall constitute having a pet without permission from the HA.

7. HOUSING AUTHORITY'S OBLIGATIONS. The HA shall:

- (a) Maintain the premises and the project in decent, safe and sanitary condition;
- (b) Comply with requirements of applicable building codes, housing codes and Federal directives materially affecting health and safety;
- (c) Make necessary repairs to the premises;

- (d) Keep project buildings, facilities and common areas, not otherwise assigned to the tenant for maintenance and upkeep, in a clean and safe condition;
- (e) Maintain in good and safe working order and condition: electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, supplied or required to be supplied by the HA;
- (f) Provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish and other waste removed from the premises by the tenant in accordance with paragraph 8(h);
- (g) Supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct utility connection;
- (h) Provide to the Tenant reasonable notice of what information and/or documentation must be supplied to the HA, and of the time by which any such item must be supplied;
- (i) In the event of damage to the premises which creates a condition hazardous to the life, health, or safety of the occupants, the HA is responsible to repair the damage within a reasonable time. If the damage was caused by a tenant, members of the tenant's family or guests, the reasonable cost of the repairs shall be charged to the tenant. If necessary repairs cannot be made to the damaged dwelling within a reasonable time, the HA shall offer standard alternative accommodations to the tenant, if available. The rent for the damaged dwelling unit shall be abated in proportion to the seriousness of the damage and loss of value as a dwelling in the event repairs are not made or alternative accommodations are not provided, except that 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;
- (j) Afford elements of due process as defined in Conventional/ Public Housing regulations for all eviction actions or terminations of tenancy;
- (k) Notify the tenant of the specific grounds for any proposed adverse action by the HA. (Such adverse action by the HA includes, but is not limited to, a proposed lease termination, transfer of the tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities).

8. Tenant Obligations: The tenant shall:

- (a) Not assign the lease or sublease the premises;
- (b) Not provide accommodations for boarders or lodgers;
- (c) Not make any alteration, repair or decoration to the premises without prior written consent of the HA. Resident shall not publicly display any sign or exhibit on the premises without the prior written consent of the HA. Any alterations not approved are subject to charges as specified in our Statement of Policies and subject to removal at the tenant's expense;
- (d) Use the premises solely as a private dwelling and primary residence for the tenant and the tenant's household as identified in number 4 (Authorized Occupants) of this lease, and not use or permit its use for any other purpose;
- (e) Abide by necessary and reasonable regulations promulgated by The HA for the benefit and well-being of the housing project and the tenants which are posted in the project office and incorporated by reference in this lease;
- (f) Comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- (g) Keep the premises and such other areas as may be assigned to him for his exclusive use in a clean and sanitary condition;
- (h) Dispose of all ashes, garbage, rubbish and other waste from the premises in a sanitary and safe manner;
- (i) Use only in a reasonable manner all electrical, water, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances. Excessive use of utilities may result in additional charges as per the

Statement of Policies. Exterior water is for the use of Authorized HA Personnel only. Exterior water for personal use (car washing/wading pools) is prohibited;

- (j) Refrain from, and cause his household and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or project;
- (k) Promptly pay the HA, within 14 days, for any and all assessed charges such as late fees, carport charges, and maintenance charges for the repair of damages to the premises (other than for normal wear and tear), project buildings, facilities or common areas caused by the tenant, his household or guests. Maintenance charges shall be assessed in accordance with Exhibit C of the Statement of Policies;
- (l) Conduct himself and cause household members or guests to act, in a manner which will not disturb other resident's peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition;
- (m) Assure that they, any member of the household, guest or another person under the tenant's control shall not engage in any illegal or other activity that may interfere with the health, safety or right of other's peaceful enjoyment of the property which impairs the physical or social environment of the project, including sale or use of drugs or illegal narcotics or abuse or pattern of abuse of alcohol on or off the premises;
- (n) Not have more than two vehicles parked on the property. Vehicles must be currently registered, in operable condition, and be parked only in marked/assigned parking spaces;
- (o) Comply with HA reexamination process by providing true and complete information, and notify the HA in writing of any changes in family income or composition within 10 days of the change in order for the HA to make annual or interim determination with respect to rent, eligibility and the appropriateness of the dwelling size. The family must promptly (within 10 days) inform the HA of the birth, adoption or court-awarded custody of a child. The family must request HA approval in advance to add any other family member or other person as an occupant of the unit. If changes in the household composition indicate that a smaller or larger dwelling unit is justified, the tenant agrees to transfer to a more suitable unit in order to comply with this requirement;
- (p) Shall immediately notify the HA in the event of damage to the premises which creates a hazardous condition. If the damage was caused by a tenant, members of the tenant's family or guests, the reasonable cost of the repairs shall be charged to the tenant in accordance with Exhibit C of the Statement of Policies. The tenant must move from the dwelling unit if it is determined that continued occupancy of the unit poses a threat to the health or safety of the residents;
- (q) Not receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of this lease;
- (r) Certify that neither he, nor other members of the household have committed any fraud in connection with any Federal housing assisted program, unless such fraud was fully disclosed to the HA before execution of the lease;
- (s) In those dwelling units which include a garden area to which the tenant, his household and guests have exclusive use, the tenant is required to perform normal maintenance such as litter removal, mowing, and watering necessary to maintaining the area of the patio, flower beds, and grounds in the immediate area around the unit;
- (t) Not harass, strike, threaten or cause any physical violence against any employee of the HA or their property. The tenant shall not permit any person or persons who are on the premises with his consent to strike, threaten or cause any physical violence against any employee of the HA or their property;
- (u) Upon proper notice by the HA, the tenant shall prepare the unit as instructed and permit entry for the purpose of extermination services provided by licensed technicians;
- (v) May not engage in legal profit making activities in the unit without prior written permission from the HA and only if the HA determines that such activities are incidental to primary use of the leased unit for residence by members of the household;
- (w) Permission to install a satellite dish must be obtained from the HA prior to installation. A signed satellite agreement, proper installation, and proof of liability insurance are required.
- (x) Abide by the terms of the Statement of Drug and Crime-Free Housing.

- (y) Abide by the terms of the No-Trespassing Clause.
- (z) Abide by all other terms of this lease and applicable law.
- (aa) Residents shall not in any way block any windows or doors necessary for emergency exit.

9. Self -Sufficiency Activities: (a) *Service requirement.* Except for any family member who is an exempt individual, each adult resident (18 years of age and older) of public housing must: (1) Contribute 8 hours per month of community service or (2) Participate in an economic self-sufficiency program for 8 hours per month; or (3) Perform 8 hours per month of combined activities as described in paragraphs (a)(1) and (a)(2) of this section. Community Services is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities; *Exempt individual.* An adult who: (1) Is 62 years or older; (2) Is a blind or disabled individual, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. 416(i)(1); 1382c), and who certifies that because of this disability she or he is unable to comply with the service provisions of this subpart, or (ii) Is a primary caretaker of such individual; (3) Is engaged in work activities; (4) Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 *et seq.*) or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program; or (5) Is a member of a family receiving assistance, benefits or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 *et seq.*) or under any other welfare program of the State in which the Public Housing Agency (PHA) is located, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.

Verification of the above must be presented to the HA at the time of eligibility re-examination. The HA has written materials available describing the service requirement, the process for determining which family members are subject to or exempt from the service requirement, the process for determining any changes to exempt or non-exempt status of family members and the process for claiming status as an exempt person. The qualified community service activities or economic self-sufficiency programs may be determined by the HA.

(b) *Family violation of service requirement.* The lease shall not be renewed if a family member fails to comply with the service requirement. Violation of the service requirement is grounds for non-renewal of the lease at the end of the twelve-month lease term, but not for termination of tenancy during the course of the twelve-month lease term.

10. Pre-Occupancy and Move Out Inspections: The HA and the tenant or his representative shall simultaneously inspect the premises prior to commencement of occupancy by the tenant. The HA will furnish the tenant with a written statement of the conditions of the premises, the dwelling unit and the appliances provided with the unit. The statement shall be signed by the HA and the tenant, and a copy of the statement shall be retained by the HA in the tenant’s folder. Upon receipt of written notification of either party’s intention to terminate the tenancy, the tenant has the legal right to request an initial inspection of the rental unit within 14 days before the termination or the end of the lease date and be present during the inspection. The purpose of the inspection is to allow the tenant the opportunity to correct any deficiencies in the unit in order to avoid deductions from the security deposit. Tenant must contact the Landlord to request an initial inspection. The HA shall be further obligated to inspect the unit at the time tenant moves out of the unit. The tenant may make arrangements to participate in the move-out inspection unless the tenant vacates without notice to the HA.

11. Entry of Premises During Tenancy: The tenant agrees to permit the HA to enter the premises during the tenant’s possession thereof under the following conditions:

- (a) The HA shall, upon at least a 48 hour written notice to the tenant, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections, maintenance, repairs or improvements, or to show the premises for re-leasing.
- (b) Landlord will have the right to enter the premises as allowed by law. Law permits entry in case of emergency,

to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, to test smoke detectors, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors or to make an inspection pursuant to subdivision (f) of Section 1950.5, when Resident has abandoned or surrendered the premises and pursuant to court order. Landlord will serve Resident with written notice before entry unless: (1) Entry is due to an emergency, surrender or abandonment of the unit; (2) Resident and Landlord agree orally to an entry to make agreed repairs or supply agreed services at an approximate day and time within one week of the oral agreement; (3) Resident is present and consents to an entry at the time of entry; (4) To exhibit the unit to prospective or actual purchasers of the property, provided that Landlord has notified Resident in writing within 120 days of the oral notices that the property is for sale and that Resident may be contacted to allow for an inspection. In the event that the tenant and all adult members of the household are absent from the premises at the time of entry, the HA shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises.

12. Notice Procedures: In giving notice one party to the other party the following procedure is required:

- (a) Notice to the tenant shall be in writing and delivered to the tenant or to any adult member of the tenant's household residing in the unit or sent by prepaid first class mail properly addressed to the tenant; and
- (b) Notice to the HA shall be in writing, delivered to the HA office or sent by prepaid first-class mail properly addressed.

13. Termination Of Tenancy and Eviction: The HA shall not terminate or refuse to renew the lease other than for serious or repeated violations of material terms of the lease such as the following:

- a) Failure to make payments due under the lease shall be cause for termination of tenancy.
- b) Other good cause or any violation of the Lease Addendum of Drug and Crime Free Housing shall be cause for termination of tenancy.
- c) Discovery after admission of facts that made the tenant ineligible.
- d) Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with re-examination of income.
- e) The HA shall prohibit admission, and terminate tenancy to any individual who is subject to a lifetime registration under a State sex offender registration program.
- f) Failure to accept an offer of a new lease or lease revision in a timely manner.
- g) Failure of a family member to comply with the community service requirement.

14. Lease Termination Notice: The HA shall give written notice of lease termination of:

- (a) 14 days in the case of failure to pay rent
- (b) a reasonable time considering the seriousness of the situation (but not to exceed 30 days):
 - (1) when the health or safety of other residents, HA employees or persons residing in the immediate vicinity of the premises is threatened or
 - (2) if any member of the household has engaged in any drug-related criminal activity or violent criminal activity or
 - (3) If any member of the household has been convicted of a felony
- (c) 30 days in any other case, except that if a State or local law allows a shorter notice period, such period shall apply.
- (d) The tenant shall give the HA 30 days advance written notice of his intention to terminate the lease and vacate the premises.

15. Violence Against Women Act (VAWA) Lease Provisions: If a member of the tenant's household, or their guest or other person under their control engages in criminal activity directly relating to domestic violence, dating violence, or stalking, such conduct shall not be cause for termination of the lease or occupancy rights, of the victim, if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence or stalking.

One or more incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not be good cause for terminating the assistance, tenancy or occupancy right of the victim of such violence.

Nothing in this lease revision prohibits the HA from evicting the member of the household who has engaged in actual or threatened actions of domestic violence, dating violence, or stalking.

A resident who claims as a defense to an eviction action that the eviction action is brought because of criminal activity directly relating to domestic violence, dating violence or stalking, must provide a written certification in a form provided by the HA or substantially similar thereto, that they are a victim of domestic violence, dating violence, or stalking, and that the incident or incidents which are the subject of the eviction notice are bona fide incidents of actual or threatened abuse. This written certification must be provided within fourteen days after the HA requests the certification in writing, which may be the date of the termination of lease letter. It may also be the date of any other written communication from the HA stating that the tenant is subject to eviction due to the incident which the tenant then wishes to allege was a bona fide instance of actual or threatened abuse. The certification requirement may be complied with by completing the certification form which is available from the HA office. Information provided in the certification form shall be retained in confidence, shall not be entered into a shared data base, and shall not be provided to a related entity unless the tenant consents in writing, the information is required for use in eviction proceedings, or its use is otherwise required by law.

The HA may bifurcate (split/divide) the lease under, in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.

The HA may evict a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant’s household, provided that the HA does not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate. A victim tenant who allows a perpetrator to violate a court order relating to the act or acts of violence is subject to eviction. A victim tenant who allows a perpetrator who has been barred from HA property to come onto HA property, including but not limited to the victim’s apartment and any other are under their control, is subject to eviction.

The HA may terminate the tenancy of any tenant if the HA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the HA if that tenant’s tenancy is not terminated; and

None of these provisions shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

16. Grievance Procedures: Disputes concerning the obligations of the tenant or the HA shall be resolved in accordance with the HA grievance procedures which are incorporated in the operation policy of the HA. The HA is **not** required to award a grievance hearing to a tenant if a termination of tenancy or eviction notice has been served to the tenant for:

- (a) any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the HA.
- (b) any violent or drug related criminal activity on or off such premises. any criminal activity that resulted in felony conviction of a household member.
- (c) the grievance procedure shall not be applicable to disputes between tenants not involving the HA or class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the HA’s Board of Commissioners.

17. Provisions for Modifications: If at any time during the life of the Lease Agreement any other change in the tenant’s status results in the need to change or amend any provision of this Lease, or if the HA desires to waive any provision with respect to the tenant,

- (a) The existing Lease will be canceled and a new Lease executed, or
- (b) An appropriate Rider (amendment) will be prepared and executed and made a part of the existing lease.

18. Abandonment: The tenant shall not vacate the premises prior to the expiration or termination of this agreement. If the tenant abandons the unit, the HA shall have the right of re-entry pursuant to the laws of the State of California.

19. Legal Fees: In the event of any legal action by the parties arising out of this Agreement, the losing party shall pay the prevailing party reasonable attorney’s fees up to a maximum of \$500.00 & costs in addition to all other relief.

20. Smoke Detectors: The premises are equipped with at least one smoke detector(s). The tenant acknowledges that its operation was explained by the HA at the time of initial occupancy. The tenant further acknowledges and agrees to inspect and test each detector monthly, to replace the batteries as needed and to notify the HA, in writing of any defect or malfunction promptly. The tenant will not remove or dismantle or otherwise render the smoke detector(s) inoperable. *Initial* _____ *Initial* _____ *Initial* _____ *Initial* _____

21. Liquid furniture: No liquid furniture of any kind is allowed on the premises without the prior written consent of the HA. If permission is granted, a waterbed agreement and a separate security deposit will be required.

22. Hold Harmless Waiver: No insurance is provided by the HA for the tenant’s personal property. The tenant agrees to indemnify and hold the HA harmless and in no way accountable for any liability for personal injury or property damage caused or permitted by the tenant or any other person on the premises with the tenant’s consent except as may be caused by the negligence, violation of law, or intentional wrongful action of the HA. It is recommended that tenants maintain renter’s insurance.

23. California Compliance Statement: Proposition 65 does not apply to any city, county, district, state or federal government or agency. The HA is a Federal Agency. The following warning statement is provided for informational purposes. **WARNING: This Property Contains Chemicals Known To The State Of California To Cause Cancer and Birth Defects Or Other Reproductive Harm.** Proposition 65 requires all California businesses to disclose that the premises may contain asbestos, a chemical known to the State of California to cause cancer, and other chemicals including but not limited to tobacco smoke, exhaust, lead, carbon monoxide and gasoline components known to the State of California to cause cancer and/or birth defects and other reproductive harm. These hazardous substances may be contained in some of the original building materials, in some of the products and materials used to maintain the property or present in the common areas of the property. A list of chemicals listed under proposition 65 is available from the Office of Environmental Health’s website: www.oehha.org/prop65/prop65_list/newlist.html or in the project office. Disturbance or damage to certain interior apartment surfaces may increase the potential exposure to these substances. Residents or their guest, employees and contractors shall not take or permit any action which in any way damages or disturbs the ceiling in the premises or any part thereof. Any alteration must be with prior written consent of owner. Resident agrees to notify Owner/Agent immediately if there is any damage to the ceiling.

24. Water Intrusion/Mold Information: Resident is hereby notified that the premises are subject to the infestation of mold or mildew if not properly maintained by Resident. When moldy materials are damaged or disturbed, mold organisms and associated products are released into the air; and some molds produce toxic

chemicals, which may contaminate Premises' air space. Exposure to spores can occur through inhalation or direct contact. Resident acknowledges that routine visual inspections for mold growth or signs of water damage and wetness as well as locating sources of mold odors by smell, are the most reliable method for identifying the presence of mold or mildew and should be addressed immediately. Resident agrees to maintain the Premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Resident agrees to hold Owner harmless from any and all damages incurred by Resident as a result of Resident's failure to properly maintain the premises or timely inform Owner of maintenance requirements. Resident acknowledges and agrees as follows:

Resident agrees to immediately report any water intrusion, such as plumbing leaks, drips, or "sweating" pipes. Resident agrees to allow Owner/Agent to enter the dwelling unit to inspect and make necessary repairs in the sole discretion of Owner/Agent. Resident agrees to vacate the dwelling unit should the same be necessary to make repairs. Resident agrees to use the bathroom fans and/or open a bathroom window while showering or bathing. Resident agrees to use exhaust fans whenever cooking, dishwashing or cleaning. Resident agrees to use reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior of the dwelling unit. Resident agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 hours to 48 hours). Resident agrees to report any problems with the air conditioner or heating systems that are discovered by the Resident. Resident agrees not to bring any personal property into the Premises that may contain mold, especially "soft possessions" such as sofas, mattresses and pillows.

25. Satellite Dishes: Permission to install a satellite dish must be obtained from the HA prior to installation. A signed satellite agreement, proper installation, and proof of liability insurance are required. Owner will permit Resident to install a satellite dish for personal, private use on the premises under the following conditions:

- (a) The satellite dish must be one meter or less in diameter.
- (b) The satellite dish may only be installed on the inside of the dwelling unit, balcony, patio or terrace that is under the exclusive use of the Resident. Resident acknowledges that some dwelling units do not have an exclusive use patio. Patios that open to a common area are not exclusive use patios. Said satellite dish, or any part thereof, shall not extend beyond the balcony, patio or terrace railing.
- (c) Resident is specifically prohibited from making physical modifications to the premises and is prohibited from installing said satellite dish in the common areas of the premises, including but not limited to, outside walls, roofs, door jambs, fascia (trim), window sills of the building or any other location that might impair the building's weatherproofing or there is a risk of striking electrical or water lines. Resident shall not install said satellite dish in a manner which alters the unit or causes physical or structural damage to the premises, excluding ordinary wear and tear, including but not limited to, holes drilled through exterior walls.
- (d) Resident shall hire a professional to install, maintain and remove said satellite dish at the Resident's expense and the owner's maintenance staff will supervise the installation. Satellite dish must be securely mounted. A tripod or other portable, heavy object may be used but must be anchored in a safe manner and not to interior or exterior walls, floors, ceilings, existing patio or walkway decks. Satellite dish must be mounted in such a manner that it cannot become dislodged. A "flat" cable may be used under a door jam in a manner that does not interfere with proper operation of the door. *If a "flat" cable is not used in the above manner then the cable line must be installed within the current cable lines that already exist within the interior walls and the connection must be made in such a fashion that when dish is removed, it will not impair normal operation of the cable line.* Resident may not hang a dish out the window.
- (e) The installation and operation of said satellite dish is at the Resident's own risk. Resident shall be liable for any damage or injury to persons or property sustained as a result of the negligent installation, maintenance and removal of said satellite dish and related equipment.
- (f) Resident shall indemnify, defend and hold Owner/Agent harmless for any damage or injury resulting from said negligence, including paying Owner/Agent's attorney's fees and costs.
- (g) Resident shall obtain and all times retain an active liability insurance policy for said satellite dish with a minimum of \$100,000 coverage and cause Owner/Agent to become an "additional insured" under said policy. Resident shall provide proof of said insurance to the satisfaction of Owner/Agent before said satellite dish is

installed.

- (h) An alteration addendum must be signed prior to any installation.
- (i) Resident is advised that allowable locations may not provide an optimal signal, or any signal. The HA does not warrant that the apartment will provide a suitable location for receiving a satellite signal.

26. Fair Housing/Civil Rights Commitment: Every individual has the right to live in an environment free from discrimination. Owner is an Equal Housing Opportunity Provider strictly complying with all federal and state fair housing laws. Resident acknowledges that the complex has a zero tolerance policy for discriminatory conduct, comments or other behaviors. Resident and household members agree to at all times conduct themselves and their guests in compliance with fair housing laws. Any violation may lead to termination of tenancy.

27. Registered Sex Offenders Notice: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other law enforcement authorities maintain for public access a data base of locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

28. Credit Reporting: As required by law, Resident is notified that a negative credit report reflecting on Resident's credit record may be submitted to a credit reporting agency if Resident fails to fulfill the terms of this lease by failing to pay sums due in accord with this Lease. If Resident fails to honor all obligations to the HA, Resident authorizes the HA and the HA's agents permission to run credit reports on Resident for debt collection purposes, at any time during or after tenancy, until the debt has been paid in full.

29. Statement of Drug and Crime Free Housing:

- (a) Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in violent criminal activity, including drug-related criminal activity, on or off the property's premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance (as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. 802).
- (b) Tenant, any member of tenant's household, or a guest or other person under tenant's control, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, gang activity, sexual offenses which endanger the safety of other residents or the social climate of the project, or illegal defacement of property with graffiti, on or off public or private property and premises.
- (c) Tenant or members of the household will not permit the dwelling unit to be used for or facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- (d) Tenant or members of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or off project premises or otherwise.
- (e) Tenant, or any member of the tenant's household, or a guest or other person under tenant's control shall not engage in the abuse or pattern of abuse of alcohol in a way that the HA determines may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.
- (f) Tenant or members of the household, or a guest or other person under tenant's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, threatening and/or brandishing of weapons likely to cause serious bodily injury, or acts likely to provoke an act of violence on or off property premises.
- (g) VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR THE TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is

understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation under this Addendum shall not require criminal conviction, but may exist by a preponderance of the evidence.

30. No Trespassing Clause: The Housing Authority shall maintain a No Trespassing Policy to protect the peaceful enjoyment of residents living in Affordable Public Housing communities. In keeping with the Zero Tolerance Policy and the Drug and Crime Free Multi Housing Program, those people who are involved in criminal activity and/or those people who have been evicted from Public Housing, shall not be permitted on the grounds. Residents who allow such persons access to the community shall be given one warning. Residents who continue to violate the No Trespassing policy shall be violating the lease and may be considered for termination of the Lease Agreement.

The tenant(s) certifies by signature below that the lease has been read and that he/she understands this lease and that all information and/or documentation submitted by the tenant and other members of the household is complete and true to the best of his/her knowledge and belief. It is further understood that all occupants 18 years or older are jointly and severally responsible for the condition of the unit and any related charges, including but not limited to rent charges.

This Lease, the "Exhibit A - Move In and Move Out," "Rules and Responsibilities," "Eligibility Questionnaire(s)," "Alteration Addendum(s)," and "Pet Addendum" if applicable, constitute the entire agreement between the HA and the tenant.

Tenant understands that lease term paragraph 1 above contains an automatic renewal provision.

Tenant _____	Date _____
Tenant _____	Date _____
Tenant _____	Date _____
Tenant _____	Date _____

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE

BY _____ Date _____