

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 2009 - 2013

Streamlined Annual Plan for Fiscal Year 2009

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 City of Greensboro

PHA Number: NC011

PHA Fiscal Year Beginning: (07/2008)

PHA Programs Administered:

- Public Housing and Section 8**
 Section 8 Only
 Public Housing Only
 Number of public housing units: 2113
 Number of S8 units:
 Number of public housing units:
 Number of S8 units: 2821

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

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

Public Access to Information

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

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

Display Locations For PHA Plans and Supporting Documents

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

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

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

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

Streamlined Five-Year PHA Plan **PHA FISCAL YEARS 2009 - 2013**

[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):

The mission of the Greensboro Housing Authority is to provide safe, quality, affordable housing to low income families, elderly, and the disabled in the Greensboro community; to maintain a secure community environment; and to encourage personal responsibility and upward mobility of residents while maintaining the fiscal integrity of the agency.

B. Goals

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

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

- PHA Goal: Expand the supply of assisted housing
Objectives:
 - Apply for additional rental vouchers:
 - Reduce public housing vacancies:
 - Leverage private or other public funds to create additional housing opportunities:
 - Acquire or build units or developments
 - Other (list below)
- PHA Goal: Improve the quality of assisted housing
Objectives:
 - Improve public housing management: (PHAS score)
 - Improve voucher management: (SEMAP score)
 - Increase customer satisfaction:

- Concentrate on efforts to improve specific management functions:
(list; e.g., public housing finance; voucher unit inspections)
 - Renovate or modernize public housing units:
 - Demolish or dispose of obsolete public housing:
 - Provide replacement public housing:
 - Provide replacement vouchers:
 - Other: (list below)
- PHA Goal: Increase assisted housing choices
- Objectives:
- Provide voucher mobility counseling:
 - Conduct outreach efforts to potential voucher landlords
 - Increase voucher payment standards
 - Implement voucher homeownership program:
 - Implement public housing or other homeownership programs:
 - Implement public housing site-based waiting lists:
 - Convert public housing to vouchers:
 - Other: (list below)

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

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

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

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

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

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

Other PHA Goals and Objectives: (list below)

Goals, Strategies & Responsibilities by Department 2008

Goal One: Achieve and maintain high performer status in PHAS and SEMAP & Track Asset Management.

Objective 1: Maintain high performer status in PHAS.

Objective 2: Maintain high performer status in SEMAP.

Objective 3: Track results and implement immediately any required corrective actions.

Objective 4: Comply with Asset Management requirements.

Objective 5: Achieve stop-loss at the 5% level.

Goal Two: Maintain the fiscal integrity of GHA.

Objective 1: Maintain an uncollected dwelling rent rate of 2% or less. This shall be the responsibility of the Operations Department.

Objective 2: Maintain an overall collection loss rate of 7% or less. This shall be the responsibility of Operations Department.

Objective 3: Achieve annual financial audits with no significant findings. This shall be the responsibility of all directors and GHA management.

Objective 4: Invest an average of 97% of available cash. This shall be the responsibility of the Director of Finance and Information Services.

Objective 5: Maintain a project-based budget for public housing, as well as budgets for the Central Office Cost Center and the Housing Choice Voucher Program. This shall be the responsibility of the Director of Operations and Director of Finance and Information Services.

Objective 6: Monitor AMP budgets regularly. This shall be the responsibility of the Director of Operations and Director of Finance and Information Services.

Objective 7: Track Asset Management non-performing criteria quarterly and implement corrective action

Goal Three: Create an environment that encourages self-sufficiency and enhances the quality of life for the elderly and people with disabilities.

Objective 1: Seek to expand the number of working families in scattered-site communities to promote self-sufficiency. This shall be the responsibility of Administration, Operations and Assisted Housing.

Objective 2: Seek to increase the number of working families in both public housing and HCVP. This shall be the responsibility of Administration, Operations and Assisted Housing.

Objective 3: Seek to maintain the agency's ability to run a successful homeownership program for eligible public housing and Housing Choice Voucher Program families. This shall be the responsibility of Administration, Operations and Assisted Housing.

Goal Four: Increase the supply of affordable housing opportunities in Greensboro.

Objective 1: Apply for all new voucher opportunities. This shall be the responsibility of Administration and Assisted Housing.

Objective 2: Explore creative financing alternatives for new development. This shall be the responsibility of Administration and Assisted Housing.

Objective 3: Work with other local housing providers to expand housing opportunities. This shall be the responsibility of Administration and Assisted Housing.

Streamlined Annual PHA Plan PHA Fiscal Year 2009 [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, **nc011a01**
 - b. Criteria for Substantial Deviations and Significant Amendments, **nc011b01**
 - c. Other Information Requested by HUD
 - i. Resident Advisory Board Membership and Consultation Process, **nc011c01**
 - ii. Resident Membership on the PHA Governing Board, **nc011d01**
 - iii. PHA Statement of Consistency with Consolidated Plan
 - iv. (Reserved)
- 10. Project-Based Voucher Program, **nc011e01**
- 11. Supporting Documents Available for Review
- 12. FY 2008 Capital Fund Program and Capital Fund Program Replacement Housing Factor, Annual Statement/Performance and Evaluation Report, **nc011f01**
- 13. Capital Fund Program 5-Year Action Plan, **nc011g01**
- 14. Other (List below, providing name for each item)
 - Housing Choice Voucher Program Administrative Plan, **nc011h01**
 - Admissions and Continued Occupancy Plan, **nc011i01**
 - Resident Survey Action Plan, **nc011j01**
 - Voluntary Conversion Assessment, **nc011k01**
 - Deconcentration Analysis, **nc011l01**
 - Effects of Site-Based Waiting Lists on Demographics of Affected Communities, **nc011m01**
 - Violence Against Women, **nc011n01**
 - 2004 Capital Fund Performance and Evaluation Report, **nc011o01**
 - 2005 Capital Fund Performance and Evaluation Report, **nc011p01**
 - 2006 Capital Fund Performance and Evaluation Report, **nc011q01**
 - 2006 Capital Fund (Replacement Housing Factor) **nc011r01**

2007 Capital Fund Performance and Evaluation Report, **nc011s01**
 Capital Fund Financing Program, **nc011t01**

B. SEPARATE HARD COPY SUBMISSIONS TO LOCAL HUD FIELD OFFICE

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

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

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

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

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

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

Executive Summary (optional)

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

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

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

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

Housing Needs of Families on the PHA's Waiting Lists			
Waiting list type: (select one)			
<input checked="" type="checkbox"/>	Section 8 tenant-based assistance		
<input type="checkbox"/>	Public Housing		
<input type="checkbox"/>	Combined Section 8 and Public Housing		
<input type="checkbox"/>	Public Housing Site-Based or sub-jurisdictional waiting list (optional)		
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	790		673
Extremely low income <=30% AMI	600	76%	
Very low income (>30% but <=50% AMI)	176	22%	
Low income (>50% but <80% AMI)	14	2%	
Families with children	517	65%	
Elderly families	31	4%	
Families with Disabilities	158	2%	
White	62	8%	
Black/African American	673	85%	
Asian	0	0%	

Housing Needs of Families on the PHA's Waiting Lists			
Native Hawaiian	0	0%	
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)? 18 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 checked="" type="checkbox"/> Yes (for Mainstream & other special programs) Data Compiled 12/18/07			

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	2574		451
Extremely low income <=30% AMI	2366	92%	
Very low income (>30% but <=50% AMI)	187	7%	
Low income (>50% but <80% AMI)	21	1%	
Families with children	1182	46%	
Elderly families	65	3%	
Families with Disabilities	247	10%	
White	209	8%	
Black/African American	2292	89%	
American Indian	0	0%	
Asian	5	0.1%	
Native Hawaiian	2	0.1%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	1318	51%	138
2 BR	832	32%	141
3 BR	245	10%	101
4 BR	174	7%	59
5 BR	5	0.1%	12

Housing Needs of Families on the PHA's Waiting Lists			
5+ BR	0	0	0
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			
Data Compiled 12/18/07			

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)
Apply for Project Based Vouchers
Seek to acquire new public housing units as resources allow

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

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

Select all that apply

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

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

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

Select all that apply

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

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:

Select all that apply

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

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

Select all that apply

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

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 2008 grants)		
a) Public Housing Operating Fund	6,690,985	
b) Public Housing Capital Fund 2007	1,226,865	
c) HOPE VI Revitalization	0	
d) HOPE VI Demolition	0	
e) Annual Contributions for Section 8 Tenant-Based Assistance HCVP	15,030,398	
f) Resident Opportunity and Self-Sufficiency Grants	0	
g) Community Development Block Grant	0	
h) HOME	0	
Other Federal Grants (list below)		
Mainstream 5-year	929,748	Tenant-Based Assistance
HOPWA - 2007	136,000	Tenant-Based Assistance
2007 Replacement Housing Factor Funds	279,399	PH Capital Acquisition
2. Prior Year Federal Grants (unobligated funds only) (list below)		
2006 ROSS Homeownership RSDM	246,736	PH/S8 Supportive Services
2007 ROSS PH FSS	48,443	PH Supportive Services
2007 ROSS Homeownership	318,887	PH Supportive Services
Shelter Plus	876,911	Tenant-Based Assistance
2007 Neighborhood Networks	195,363	PH Supportive Services
HOPE VI	1,295,808	PH Capital Improvements
Capital Loan – Fannie Mae	12,102,265	PH Capital Improvements
Capital 2006	3,578,265	PH Capital Improvements
Capital 2005	875,114	PH Capital Improvements
Capital 2004	154,351	PH Capital Improvements
Capital 2003	163,965	PH Capital Improvements
Replacement Housing Factor Funds-Other Years	789,062	PH Capital Acquisition
Development Funds	1,259,219	PH Capital Acquisition/Imps.
3. Public Housing Dwelling Rental Income	2,343,010	PH Operations
4. Other income (list below)		
Interest Income-PH	240,145	PH Operations
Interest Income-Section 8	72,625	S8 Operations

Financial Resources: Planned Sources and Uses		
Tenant Charges-Other	170,000	PH Operations
Adm. Fees-Portables	85,000	S8 Operations
Miscellaneous	138,400	PH Operations
4. Non-federal sources (list below)		
City of Greensboro Grant	30,000	Tenant-Based Assistance
Moses Cone Grant	17,111	PH Supportive Services
Operations Smart Choice	40,000	PH Supportive Services
Total resources	49,334,075	

3. PHA Policies Governing Eligibility, Selection, and Admissions

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

A. Public Housing

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

(1) Eligibility

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

- When families are within a certain number of being offered a unit: (state number)
- When families are within a certain time of being offered a unit: (state time)
- Other: Upon selection from the waiting list.

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

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

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

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

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

(2)Waiting List Organization

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

- Community-wide list

- Sub-jurisdictional lists
- Site-based waiting lists
- Other: Mixed finance communities will accept applications for their individual communities

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

- PHA main administrative office
- PHA development site management office
- Other: Assisted Housing Department Offices

c. Site-Based Waiting Lists-Previous Year

1. Has the PHA operated one or more site-based waiting lists in the previous year? If yes, complete the following table; if not skip to 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
The Villas at Willow Oaks NC011032, A4320, LP DBA 1806 Morning Joy Pl. Greensboro, NC 27401	2003	1 White (Senior and/or Disabled) 39 Black (Senior and/or Disabled)	39 Black (Senior and/or Disabled) 1 Hispanic (Senior and/or Disabled)	+ 2.5% Black - 100% white
The Townhomes at Willow Oak NC19P011033, A4320, LP DBA 1106 Morning Joy Pl. Greensboro, NC 27401	2004	1 Hispanic 69 Black 0 Other	70 Black	+1.5% Black - 33% white
Windhill Apartments NC19PO11031, A 4314 201 Windhill Court Greensboro, NC 27401	2002	10 Black 0 Other	10 Black	No change
Parkview Apartments NC19PO11030, A4314 2308 Apache St. Greensboro, NC 27401	2001	25 Blacks 0 Other	25 Blacks 0 Others	No Change
The Havens at Willow Oaks NC19P011034, A4321 1700 Morning View Drive Greensboro, NC 27401	2007	52 Black 5 White 2 Other	52 Black 5 White 2 Other	No Change
Windhill Court Apartments NC19P011035, A4321 201 Windhill Court Greensboro, NC	2007	16 Black 0 Other	16 Black 0 Other	No Change

2. What is the number of site based waiting list developments to which families may apply

at one time? Six mixed financed communities.

3. How many unit offers may an applicant turn down before being removed from the site-based waiting list? Applicants who reject an offer move to the bottom of the waiting list.
Applications are by Date and Time.

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? 6

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? 2, The Havens, Windhill Court Apartments

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

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)

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:

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

Other preferences (select all that apply)

- 1 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
- 1 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):

4. Relationship of preferences to income targeting requirements:

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

(5) Occupancy

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

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

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

apply)

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

(6) Deconcentration and Income Mixing

- a. Yes No: Does the PHA have any general occupancy (family) public housing developments covered by the deconcentration rule? If no, this section is complete. If yes, continue to the next question.
- b. Yes No: Do any of these covered developments have average incomes above or below 85% to 115% of the average incomes of all such developments? If no, this section is complete. If yes, list these developments on the following table:

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

B. Section 8

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

(1) Eligibility

- a. What is the extent of screening conducted by the PHA? (select all that apply)
- Criminal or drug-related activity only to the extent required by law or regulation
 - Criminal and drug-related activity, more extensively than required by law or regulation
 - More general screening than criminal and drug-related activity (list factors):
 - Other (list below)
- b. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
- c. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
- d. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

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

- Criminal or drug-related activity
- Other (describe below): Upon request, the Housing Authority will also supply any factual information or third party verification relating to the applicant's history as a tenant or their ability to comply with material standard lease terms or any history of drug trafficking, drug-related criminal activity or any violent criminal activity;

(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: Assisted Housing Department Offices

(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:

GHA's standard period to search for a unit is 60 days. With certification by an applicant that a good-faith effort is being made to locate suitable housing, an extension of 30 days may be granted. Those families with disabled members may be granted an additional 30 days as reasonable accommodation.

(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)

- Elderly & Disabled Individuals, Families Affected by Hurricane Katrina and Families referred to GHA under special programs such as Family Unification, Mainstream Voucher and Welfare-to-Work Programs, among others.
- Residents residing outside the jurisdiction

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:

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

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

Other preferences (select all that apply)

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

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: Project Based Voucher regulations.

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

- Through published notices
- Other:

Project-Based Voucher regulations.
Take referrals from appropriate agencies.

4. PHA Rent Determination Policies

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

A. Public Housing

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

(1) Income Based Rent Policies

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

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

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

b. Minimum Rent

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

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

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

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

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

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

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

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

For the earned income of a previously unemployed household member

For increases in earned income

Fixed amount (other than general rent-setting policy)

If yes, state amount/s and circumstances below:

Fixed percentage (other than general rent-setting policy)

If yes, state percentage/s and circumstances below:

For household heads

For other family members

For transportation expenses

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

Other (describe below)

e. Ceiling rents

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

Yes for all developments

Yes but only for some developments

No

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

For all developments

For all general occupancy developments (not elderly or disabled or elderly only)

For specified general occupancy developments

For certain parts of developments; e.g., the high-rise portion

For certain size units; e.g., larger bedroom sizes

Other (list below)

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

Market comparability study

Fair market rents (FMR)

95th percentile rents

75 percent of operating costs

100 percent of operating costs for general occupancy (family) developments

Operating costs plus debt service

The "rental value" of the unit

Other (list below)

f. Rent re-determinations:

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

- Never
- At family option
- Any time the family experiences an income increase
- Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold) \$40.00 per month.
- Other (list below)

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: Market survey from real estate professional.

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% to 100% of FMR for 8 census tracts
- At or above 95% of FMR to 105% of FMR for 29 census tracts
- Above 100% of FMR but at or below 110% of FMR for 25 census tracts
- 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: Funding Constraints

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

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

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

- Annually
- Other (list below)

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

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

(2) Minimum Rent

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

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

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

5. Capital Improvement Needs

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

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

A. Capital Fund Activities

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

(1) Capital Fund Program

a. Yes No Does the PHA plan to participate in the Capital Fund Program in the

upcoming year? If yes, complete items 12 and 13 of this template (Capital Fund Program tables). If no, skip to B.

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

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

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

(1) Hope VI Revitalization

- a. Yes No: Has the PHA received a HOPE VI revitalization grant? (if no, skip to next component; if yes, provide responses to questions on chart below for each grant, copying and completing as many times as necessary)
- b. Status of HOPE VI revitalization grant (complete one set of questions for each grant)
Development name: Morningside Homes
Development (project) number: NC19URD022I298
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: Morningside Homes (HOPE VI Site)
- 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: In conjunction with Morningside Homes (HOPE VI program) and seeking replacement

housing.

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:	Hampton Homes
1b. Development (project) number:	nc011-005
2. Activity type:	Demolition <input checked="" type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one)	Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission:	12/06/05
5. Number of units affected:	4 buildings & 10 units
6. Coverage of action (select one)	<input checked="" 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: 07/01/2008

Demolition/Disposition Activity Description	
1a. Development name:	Hall Towers
1b. Development (project) number:	nc011-008
2. Activity type:	Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one)	Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission:	(11/27/2007)
5. Number of units affected:	0
6. Coverage of action (select one)	<input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity:	a. Actual or projected start date of activity: 07/01/2008

b. Projected end date of activity: 07/01/2010

Demolition/Disposition Activity Description	
1a. Development name:	Central Maintenance
1b. Development (project) number:	nc011
2. Activity type:	Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one)	Approved <input type="checkbox"/> Submitted, pending approval <input checked="" type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission:	<u>(01/01/2008)</u>
5. Number of units affected:	0
6. Coverage of action (select one)	<input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity:	a. Actual or projected start date of activity: Dependant upon approval of application b. Projected end date of activity: upon approval of application

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? _____

Greensboro Housing Authority has designated 50 vouchers for the Section 8 homeownership program.

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:

Candidates must be first-time homebuyers and can include a family of which a family member is a person with disabilities, and the use of the homeownership option is needed as a reasonable accommodation so that the program is readily accessible to and usable by such person.

Non-elderly and non-disabled candidates must earn at least \$15,000 per year and have been continuously employed straight for 12 months prior to admission into the program.

Participants must attend pre-purchase financial counseling and post-purchase orientation.

Participants are required to have received Section 8 voucher assistance for one year prior to applying for the program.

Participants must be in good standing with Greensboro Housing Authority.

The contract of sale for the selected property must include predetermined topics and the family must furnish GHA with a copy.

GHA will determine a maximum time in which the closing must occur to take occupancy of the property.

The family must follow GHA's inspection requirements and financing requirements as stipulated in the program.

Continuation of assistance is restricted to program regulations including how the home is used and occupied and the disclosing and submission of information to GHA as needed.

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

GHA's program began in 2002 and GHA intends to continue the same program elements.

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

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

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

Greensboro Housing Authority implemented the Section 8 homeownership program in 2002. The program has grown from just over 100 participants to 340 participants. With two to three families closing each month, GHA has assisted 59 families purchase their homes, to date. Based on HUD's monthly report, this is more than any agency with this program in North Carolina. There are eight eight-hour financial literacy classes held each year with an average of 20 people completing the class. More than 100 people joined the program in 2006 and 23 purchased homes in the same year. The program received the National Association of Housing and Redevelopment Officials (NAHRO) Award of Merit.

The Homeownership Coordinator has been certified to teach homebuyer education and in homeownership counseling. She received certificates in Financial Literacy, Residential Lending, and Managing a Successful Homeownership program. The coordinator has trained several other housing authority staff members on the implementation and development of the program.

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 2007 - 2011)

See attachment nc011a01

B. Criteria for Substantial Deviations and Significant Amendments

(1) Amendment and Deviation Definitions

24 CFR Part 903.7(r)

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

- a. Substantial Deviation from the 5-Year Plan & b. Significant Amendment or Modification to the Annual Plan

See Attachment nc011b01

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:

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): See attachment nc011c01

(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: Mary Moore and Robert Ludwick

Method of Selection:

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

Mary Moore -6/2011

Robert Ludwick -6/2009

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

Description of Resident Election Process

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

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

Eligible candidates: (select one)

- Any recipient of PHA assistance
- Any head of household receiving PHA assistance
- Any adult recipient of PHA assistance
- Any adult member of a resident or assisted family organization
- Other (list)

Eligible voters: (select all that apply)

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

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

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

Date of next term expiration of a governing board member:

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

(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: (City of Greensboro)

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

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

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

(4) (Reserved)

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

10. Project-Based Voucher Program

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. It is proposed to develop housing for persons with disabilities. See attachment **nc011e01**

a. 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: Provision of below: Need for housing for persons with disabilities.

b. Indicate the number of units and general location of units (e.g. eligible census tracts or smaller areas within eligible census tracts): Issued Request for Proposal and accepted one proposal for 24 units. Proposal is under review by HUD field office.

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
XX	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Standard Annual, Standard Five-Year,</i>	Standard 5 Year and Annual Plans; streamlined

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
	<i>and Streamlined Five-Year/Annual Plans.</i>	5 Year Plans
XX	State/Local Government Certification of Consistency with the Consolidated Plan.	5 Year Plans
XX	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
XX	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
XX	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
XX	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
XX	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
XX	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
XX	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
XX	Schedule of flat rents offered at each public housing development. <input type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
XX	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
XX	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
XX	Results of latest Public Housing Assessment System (PHAS) Assessment (or other applicable assessment).	Annual Plan: Management and Operations
XX	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-Sufficiency
XX	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
XX	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).	Annual Plan: Agency Identification and Operations/ Management
XX	Public housing grievance procedures <input type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Grievance Procedures
XX	Section 8 informal review and hearing procedures. <input type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
XX	The Capital Fund/Comprehensive Grant Program Annual Statement /Performance and Evaluation Report for any active grant year.	Annual Plan: Capital Needs
XX	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP	Annual Plan: Capital

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
	grants.	Needs
XX	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans, or any other approved proposal for development of public housing.	Annual Plan: Capital Needs
NA	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
XX	Approved or submitted applications for demolition and/or disposition of public housing.	Annual Plan: Demolition and Disposition
XX	Approved or submitted applications for designation of public housing (Designated Housing Plans).	Annual Plan: Designation of Public Housing
NA	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937.	Annual Plan: Conversion of Public Housing
XX	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	Annual Plan: Voluntary Conversion of Public Housing
XX	Approved or submitted public housing homeownership programs/plans.	Annual Plan: Homeownership
XX	Policies governing any Section 8 Homeownership program (Section 21 of the Section 8 Administrative Plan)	Annual Plan: Homeownership
XX	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
XX	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
XX	FSS Action Plan(s) for public housing and/or Section 8.	Annual Plan: Community Service & Self-Sufficiency
XX	Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing.	Annual Plan: Community Service & Self-Sufficiency
XX	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
XX	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
XX	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
NA	Consortium agreement(s), if a consortium administers PHA programs.	Joint PHA Plan for Consortia
NA	Consortia Joint PHA Plans ONLY: Certification that consortium agreement is in compliance with 24 CFR Part 943 pursuant to an opinion of counsel on file and available for inspection	Joint PHA Plan for Consortia
	Other supporting documents (optional). List individually.	(Specify as needed)

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

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

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
PHA Name:		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No:			Federal FY of Grant:			
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	

13. Capital Fund Program Five-Year Action Plan

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

PHA Name:		Grant Type and Number Capital Fund Program No: Replacement Housing Factor No:					Federal FY of Grant:
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	

13. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan					
Part I: Summary					
PHA Name				<input type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:	
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: PHA FY:	Work Statement for Year 3 FFY Grant: PHA FY:	Work Statement for Year 4 FFY Grant: PHA FY:	Work Statement for Year 5 FFY Grant: PHA FY:
	Annual Statement				
CFP Funds Listed for 5-year planning					
Replacement Housing Factor Funds					

13. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan						
Part II: Supporting Pages—Work Activities						
Activities for Year 1	Activities for Year : ____ FFY Grant: PHA FY:			Activities for Year: ____ FFY Grant: PHA FY:		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See						
Annual						
Statement						
Total CFP Estimated Cost			\$			\$

13. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities					
Activities for Year : ____ FFY Grant: PHA FY:			Activities for Year: ____ FFY Grant: PHA FY:		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
Total CFP Estimated Cost		\$			\$

Statement of Progress in Meeting the 5-Year Plan Mission and Goals FY 2008

The following table reflects the progress we have made in achieving our goals and objectives:

Goal #1: Achieve high performer status in PHAS and SEMAP over the next five years.

Objective	Progress
Maintain standard status and increase score each year to achieve high performer status by FY 2007.	Achieved for PHAS: High Performer submitted for PHAS & SEMAP. Received High Performer status for PHAS for FY 2007, however the SEMAP score was for Standard Performer.
Track results and immediately implement any required corrective actions.	Achieved: Results are tracked on a monthly basis and corrective actions are taken.

Goal #2: Maintain the fiscal integrity of GHA.

Objective	Progress
Maintain uncollected dwelling rent at 2% or less.	Achieved: GHA had an uncollected dwelling rent rate of 0.65% at FY 2007 year-end.
Maintain collection loss at 4% or less.	Achieved: GHA had a collection loss rate of 1.2% at FY 2007 year-end.
Achieve annual financial audits with no significant findings.	Achieved: Audit completed with no significant findings.
Balance the budgets for both public housing and Section 8 using reserve funds only for approved expenses.	Achieved
Invest an average of 97% of available cash.	Achieved with an average of 100%
Establish a project-based budget for public housing effective July 1, 2007.	Achieved: Budgets adopted by Board.

Goal #3: Create an environment that encourages self-sufficiency and enhances quality of life

Objective	Progress
Expand the number of working families in public housing to promote self-sufficiency.	Achieved: For FY 2007 number of working families increasing by 9.4%.
Increase the number of working families in both public housing & HCVP by 5%	In Progress: For FY 2006 number of working families increased by 3.5%.
Increase the average income of working families in both the public housing and HCVP by 3% annually.	In Progress: For FY 2007 average incomes of working families in both programs has decreased.
Maintain ability to run a successful homeownership program	Achieved: For FY 2007 there were 26 closings as part of the Homeownership program.

Goal #4: *Increase the supply of affordable housing opportunities in Greensboro.*

Objective	Progress
Apply for all new voucher opportunities.	In Progress: A Request for Proposals for Project Based Vouchers was issued and a proposal is currently under review by HUD.
Explore creative financing alternatives for new development.	In Progress: Working with potential developers.
Work with other local housing providers to expand opportunities.	In Progress: Working with developer to establish a PBV development for the severely disable.

Greensboro Housing Authority
Definition of Substantial Deviation

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

Appointments for the Resident Advisory Board 12/6/07

Greensboro Housing Authority Resident Council Presidents:

Applewood, Vacant

Claremont Courts, Vacant

Gateway, Jeffrey Cooper

Hall Towers, Deborah Pinnix

Hampton Homes, Annie Driffin

Hickory Trails, Lillie Baldwin

Lakespring, Vacant

Laurel Oaks, Vacant

Pear Leaf, Vacant

Ray Warren, Vacant

River Birch, Vacant

Silver Briar, Vacant

Smith Homes, Gloria Rankin

Stoneridge, Vacant

Woodberry Run/Baylor Court, Vacant

Housing Choice Voucher Program Representatives:

Carolyn Johnson, 1116 Alamance Church Road, Greensboro, NC 27406

Bridget Matier, 101 Hammond Drive, Greensboro, NC 27406

Mazelle Moore, 1907 Carlton Avenue, Greensboro, NC 27405

Brenda Watford, 3225-A Orange Street, Greensboro, NC 27405

Janice Wilson, 327-B West Vandalia Road, Greensboro, NC 27406

Greensboro Housing Authority

Resident Advisory Board Meeting

January 10, 2008

Hampton Homes Resource Center

The Resident Advisory Board (RAB) meeting was called to order at 12:00 noon in Hampton Homes' Resource Room. RAB members present included Annie Driffin, Lillie Baldwin, Deborah Pinnix, Jeffrey Cooper, Gloria Rankin, Bridget Matier, Jessica Reichard, Mazelle Moore, and Valerie Smith. GHA staff included Tina Akers Brown, Executive Director; Terril Bates, Deputy Executive Director; Robert Lawler, Director of Administration; Don House, Director of Operations; Lee Staton, Regional Property Manager; Property Managers Kathy Lavoie, Beverly Valentine, Keshia Hutchinson, Veronica Harris Spencer, and Nancy Johnson; Donna Fenner, Community Programs and Grants Supervisor; Robert Cooper, Homeownership Coordinator; Rebecca Mabry, FSS Program Coordinator; Tiffany Dunlap, ROSS Neighborhood Network Coordinator; Marilyn Smith, Resident Services Coordinator; Inell Moore, Office Assistant IV; and Norma Slavin, Policy and Procedure Analyst.

Ms. Akers Brown welcomed all RAB members and reviewed the Agency Plan process as well as the role of the RAB. She also asked all RAB members to carefully review GHA's proposed Agency Plan and provide comments.

Mr. Lawler used a PowerPoint presentation to briefly discuss GHA's 2009 Agency Plan, the five-year plan regarding goals, major issues to be addressed during the plan process, and the proposed changes to the Admissions and Continued Occupancy Plan (ACOP) and the Housing Choice Voucher Program (HCVP) Administrative Plan. Draft copies of the Agency Plan Template, ACOP, HCVP Administrative Plan and supporting documents were distributed to the RAB members at the meeting.

Once the presentation ended, the questions and answers (Q&A) session was initiated. After several promptings and in the absence of questions, the Q&A session was ended with the invitation to RAB members to contact GHA anytime as inquiries or concerns arise.

The meeting was adjourned at 12:45 pm.

**GREENSBORO HOUSING AUTHORITY
BOARD OF COMMISSIONERS
AGENCY PLAN
PUBLIC HEARING
MARCH 13, 2008
HAMPTON HOMES RESOURCE CENTER**

The public hearing for the Greensboro Housing Authority (GHA) 2009 Agency Plan was held on Thursday, March 13, 2008, at 6:00 p.m. in the Hampton Homes Resource Center.

The Board of Commissioners was represented by Ann Gainey-Pinto. The Housing Authority was represented by Tina Akers Brown, Executive Director; Terril Bates, Deputy Executive Director; Robert Lawler, Director of Administration; Don House, Director of Operations; Lee Staton, Regional Property Manager; Erica Moore, Director of Assisted Housing; Donna Fenner, Community Programs and Grants Supervisor; Marilyn Smith, Resident Services Coordinator, Tina Gray, Client-Landlord Services Manager, Housing Specialist, Roni Johnson, Eligibility Manager, and Norma Slavin, Policy and Procedures Analyst. The Resident Advisory Board was represented by Annie Driffin, Deborah Pinnix, Jessica Reichard, and Jeffrey Cooper.

Ms. Ann Gainey-Pinto welcomed everyone to the Agency Plan public hearing and explained the procedures of the meeting.

Robert Lawler introduced the Agency Plan to the public via PowerPoint. He explained that there are two parts to the Agency Plan; the Five-Year Plan and the Annual Plan. The Five-Year Plan includes a mission statement and a five-year goals and objectives. He indicated that GHA's goals and objectives include maintaining High Performer status in PHAS and SEMAP; maintaining the fiscal integrity of GHA; creating an environment of self-sufficiency; enhancing the quality of life for the elderly and people with disabilities and increasing the supply of affordable housing in Greensboro.

After the presentation, Mr. Lawler announced that the floor would be opened for questions and/or comments and encouraged the audience to participate. No one asked questions or made comments. The public participation session was closed.

Ms. Gainey-Pinto thanked everyone for coming. The hearing was adjourned at 6:15 p.m.

Resident Member on the PHA Governing Board

1. Yes No: Does the PHA governing board include at least one member who is directly assisted by the PHA this year? (if no, skip to #2)

A. Name of resident member(s) on the governing board: Mary Moore and Robert Ludwick.

B. How was the resident board member selected: (select one)?

Elected

Appointed

C. The term of appointment is (include the date term expires):

Mary Moore (6/2011)

Robert Ludwick (2/2009)

2. A. 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):

B. Date of next term expiration of a governing board member: (2/09)

C. Name and title of appointing official(s) for governing board (indicate appointing official for the next position): City of Greensboro Mayor, Yvonne J. Johnson.

Project Based Vouchers

The Greensboro Housing Authority plans to development of up to 50 units of Project Based Vouchers (PBV) for housing for persons with disabilities. The Authority will consider units in existing housing (that meets HUD Housing Quality Standards), rehabilitated housing or newly constructed housing as allowed in 24CFR 983.52. General locations for the PBV will be based on 24 CFR 983.6 Site and Neighborhood Standards. The site must be located in a census tract with less than a 20% poverty rate.

Recently the Greensboro Housing Authority issued a Request for Proposals (RFP) for Project Based Vouchers (PBV) for housing for persons with disabilities. The Authority received one proposal which is under review by the HUD. Currently the Authority is working with the proposer to develop final financial and development information to meet PBV regulatory requirements.

PROJECT BASED HOUSING CHOICE VOUCHER PROGRAM SELECTION POLICY

The Greensboro Housing Authority (GHA) will follow this policy in selecting housing for the Project Based Housing Choice Voucher Program:

1. The GHA will advertise that it will accept proposals for Project Based Housing Choice Voucher Program in the following papers of general circulation, the News and Record and The Carolina Peacemaker. The advertisement will state that the GHA will accept Project Based Assistance applications for specific projects.
 - The advertisement will run once a week for three consecutive weeks and will specify an application deadline of 30 days after the last advertisement date.
 - The application will state the number of units the GHA plans to assist under the Project Based Housing Choice Voucher Program.
 - The advertisement will state that only applications submitted in response to the advertisement will be considered.

The GHA has developed the following process to help rank and select applications. The GHA will accept proposals that involve existing housing substantial rehabilitation or new construction. The GHA will use a 100-point ranking system to rate the applications received. The applications will be evaluated on a competitive basis, with those receiving the largest number of points receiving the Project Based Assistance. The following points will be allocated to each factor. In order to receive points, you must meet the criteria for points described in each factor. GHA expects proposals to include all information requested in the Project Based Housing Choice Voucher Program Application Requirements including exhibit 1.

20 Points – Site Locations and Convenience to Shopping Areas and Human Services

This category focuses on how the neighborhood will affect the proposed development. 24 CFR 983.6 Site and Neighborhood Standards shall serve as a guide for site location. The site must be located in a census tract with less than a 20% poverty rate unless HUD approves the exception.

- Physical conditions of buildings and grounds near the site are acceptable with no noticeable deterioration.
- Existing neighborhood and surrounding land uses are compatible with proposed development. The ideal neighborhood should be primarily residential and have a balance of other land uses, including single-family dwelling units' recreational facilities, churches, shopping and services.

20 Points - Within 1 mile of major shopping areas with grocery store, drug store, other retail businesses, restaurants and services and/or

- Within 1-2 miles of medical services and/or human service agencies and/or;
- Convenient to public facilities (parks, recreational facilities for the general public, libraries.)

15 Points - Within 1 mile of the above-described amenities.

10 Points - Within 2 miles of the above-described amenities.

5 Points - Within 2-3 miles of the above-described amenities.

20 Points - Exterior and Interior Design Considerations

All projects must comply with the:

- HUD Minimum Housing Quality Standards
- North Carolina Housing Finance Agency (NCHFA) List of Design Quality Standards and Requirements
- Federal Fair Housing Amendments Act of 1988.
- Americans with Disabilities Act
- North Carolina State Accessibility Code Volume 1-C

A. Site Plan Considerations: 0 to 10 points

- Proposals must include an attractive, scattered building layout focusing on visual appeal and privacy;
- Proposals must include site amenities including playgrounds, gazebos, garden spots, walking trails, picnic areas, ball fields, basketball/tennis courts, exercise rooms and swimming pools, have natural areas with trees between buildings (for new construction); create accessible walks linking buildings to each other, to common areas and to parking; have large open spaces for recreational activities, have a well-designed entry to the site with attractive signage, lighting and landscaping.

In order to receive points, the items listed above must be clearly indicated on the site drawings.

B. Building and floor plan design: 0 to 5 Points

- Proposals must be creative and versatile architectural designs. Examples of exterior building designs include broken rooflines, front gables, dormers or front extended facades, wide banding and vertical horizontal

siding applications, some brick veneer, front porches and attractive deck rail patterns.

- Proposals must be open, flowing floor plans. Examples include spacious kitchens, bathrooms, living rooms and dining rooms, dwelling units that exceed minimum square footages, bedrooms that exceed minimum square footages, bathrooms that are large with vanities and open floor spaces, kitchens that provides an abundance of counter top working space and cabinets, availability of storage space other than bedroom closets, and the adequacy of closet space including large walk in closets.

C. Construction characteristics: 0 to 5 Points

- Proposal design must be low maintenance, high durability, energy efficient products, and quality components. Examples include: High-grade vinyl and VC tile in kitchens, bathrooms, entryways, and laundry areas.
- Proposal design must be energy efficient components that exceed building code minimum standards.
- Proposal design must be measures to provide good attic and roof ventilation use vinyl or aluminum windows and steel insulated exterior doors.

In the case of a conflict with HUD HQS or the local government MHC the more stringent requirement will apply. An inspector from the GHA and/or the local government will determine if existing housing meets the above standard.

10 Points - Experience of the development team (owner, developer, architect and builder) To receive these points any individual member or combination of members of the development team must have the experience described below.

0 to 10 Points - Five (5) projects totaling at least 120 units developed and operating in compliance with applicable codes and regulations.

0 to 5 Points - Three (3) projects totaling at least 72 units developed and operating in compliance with applicable codes and regulations.

10 Points - Marketing and Management Plan.

The GHA will award points for the Marketing and Management Plan based on the completeness of the Plan. Only plans with clearly defined procedures and responsibilities for marketing and management will receive the full points.

10 Points - Project Financial Feasibility (Ability to secure financing)

GHA will award points based on the completeness of the financial information provided, and should include commitment letter, a letter acknowledging the specific project and pending request for funding or a written request or application for funding from all public or private funding sources.

0 to 15 Points - Commitment letter or letter of acknowledgement from all funding sources.

0 to 8 Points - Commitment letter or letter of acknowledgment from less than 100% of the funding sources.

10 Points - Housing that serves special populations, (Elderly, persons with mental, physical or developmental disabilities, persons with substance use disorders, persons with Aids/HIV, and the homeless) or family housing which offers supportive service through a Family Self Sufficiency Program.

In order to receive 10 points, you must serve one of the above-described special populations.

10 Points - Long Term Affordability Guarantees: Willingness to obligate the units as Project Based Housing Choice Vouchers housing for lower income person and/or families for 15 plus years.

0 to 10 Points - 30 years or more
0 to 5 Points - 15 years to 30 years

5 Points - Leveraging Other Public and Private Funds to Maximize the Construction Value Per Unit

0 to 5 Points - More than 50% of the total funds (sources) come from private sources.

0 to 2 Points - Less than 50% of the total funds (sources) come from private sources.

100 - Maximum Points Available

Consideration will be based on those units that meet the rating factors of the GHA and are determined to be in the best interest of the lower income people of Guilford County that will benefit from better housing opportunities.

All prospective applicants will be given a copy of the applicable regulation, 24 CFR Part 983 describing the program and the requirements of the proposal submission including exhibit 1.

The identity of the owner and other project principals and the names of officers and principal members, shareholders, investors, and other parties having a substantial interest; certification showing that the above-mentioned parties are not on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; a disclosure of any possible conflict of interest by any of these parties that would be a violation of the Agreement or the Housing Assistance Payment Contract; and information on the qualifications and experience of the principal participants. Information concerning any participant who is not known at the time of the owner's submission is provided to the GHA as soon as the participant is known.

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 I: Summary					
PHA Name: Greensboro Housing Authority		Grant Type and Number Capital Fund Program Grant No: NC19P01150108 Replacement Housing Factor Grant No:			Federal FY of Grant: 2008
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	455,268.00			
3	1408 Management Improvements	84,000.00			
4	1410 Administration	311,602.00			
5	1411 Audit	1,000.00			
6	1415 Liquidated Damages				
7	1430 Fees and Costs	131,917.00			
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	1,628,598.00			
11	1465.1 Dwelling Equipment—Nonexpendable	294,000.00			
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service	1,068,615.00			
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	3,975,000.00			

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Greensboro Housing Authority	Grant Type and Number Capital Fund Program Grant No: NC19P01150108 Replacement Housing Factor Grant No:	Federal FY of Grant: 2008
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Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement
 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
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

PHA Name: Greensboro Housing Authority		Grant Type and Number Capital Fund Program Grant No: NC19P01150108 Replacement Housing Factor Grant No:				Federal FY of Grant: 2008		
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	
Ray Warren	Lease Equipment	1408		8,750.00				
Hampton Homes	Lease Equipment	1408		8,750.00				
Claremont Court	Lease Equipment	1408		8,750.00				
Smith Homes	Lease Equipment	1408		8,750.00				
Ray Warren	Family Self-Sufficiency	1408		3,000.00				
Hampton Homes	Family Self-Sufficiency	1408		3,000.00				
Claremont Court	Family Self-Sufficiency	1408		3,000.00				
Smith Homes	Family Self-Sufficiency	1408		3,000.00				
	Total			84,000.00				
GHA-Wide	Administration							
	a. Salaries of Non-Technical and Technical Staff	1410		225,000				
	b. Fringe benefits	1410		80,000				
	c. Administrative Expense	1410		6,602				
	Total			311,602				

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

PHA Name: Greensboro Housing Authority		Grant Type and Number Capital Fund Program Grant No: NC19P01150108 Replacement Housing Factor Grant No:			Federal FY of Grant: 2008			
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	
GHA-Wide	Audit	1411		1,000.00				
Hampton Homes	Fees and Cost	1430		131,917.00				
Claremont Court	Erosion Control Measure	1460		200,000.00				
Claremont Court	Replace screen doors	1460		102,000.00				
Smith Homes	Air Conditioning	1460		1,326,598.00				
	Total			1,628,598.00				
Applewood	Dwelling Equipment	1465		147,000.00				
Lakespring	Dwelling Equipment	1465		147,000.00				
	Total			294,000.00				
	Collateralization or Debt Service	1501		1,068,615.00				

Capital Fund Program Five-Year Action Plan
Part I: Summary

PHA Name Greensboro Housing Authority		<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No: 1			
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: 2008 PHA FY: 2009	Work Statement for Year 3 FFY Grant: 2009 PHA FY: 2010	Work Statement for Year 4 FFY Grant: 2010 PHA FY: 2011	Work Statement for Year 5 FFY Grant: 2011 PHA FY: 2012
Physical Improvements	Annual Statement				
Various Sites		1,253,205	1,278,269	1,303,834	1,329,911
Collatarization of Debt Service					
Hampton Homes		1,068,615	1,068,615	1,068,615	1,068,615
Management Improvements					
PHA – Wide		1,653,280	1,686,346	1,720,073	1,754,474
CFP Funds Listed for 5-year planning		3,975,100	4,033,230	4,092,522	4,153,000
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: 2009			Activities for Year: <u>3</u> FFY Grant: 2009 PHA FY: 2010		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See						
Annual Statement	PHA - Wide	Computer Software and equipment	49,598	PHA - Wide	Computer Software and equipment	67,454
		Family Self Sufficiency	99,197		Family Self Sufficiency	101,181
		Salaries	413,320		Salaries	421,587
		Fringe Benefits	115,730		Fringe Benefits	118,044
		Operations	975,435		Operations	978,080
		Subtotal	1,653,280		Subtotal	1,686,346
		Total CFP Estimated Cost	\$3,975,100			4,033,230

**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: 2011			Activities for Year: <u>5</u> FFY Grant: 2011 PHA FY: 2012		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See						
Annual Statement	PHA - Wide	Computer Software and equipment	68,803	PHA - Wide	Computer Software and equipment	70,179
		Family Self Sufficiency	103,204		Family Self Sufficiency	105,268
		Salaries	430,018		Salaries	438,619
		Fringe Benefits	120,405		Fringe Benefits	122,813
		Operations	997,643		Operations	1,017,595
		Subtotal	1,720,073		Subtotal	1,754,474
		Total CFP Estimated Cost	\$4,092,522			\$4,153,000

HOUSING CHOICE VOUCHER PROGRAM ADMINISTRATIVE PLAN

Greensboro Housing Authority, Greensboro, North Carolina

July 1, 2008

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HOUSING CHOICE VOUCHER PROGRAM ADMINISTRATIVE PLAN
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HOUSING CHOICE VOUCHER PROGRAM ADMINISTRATIVE PLAN

1.0 EQUAL OPPORTUNITY

1.1 FAIR HOUSING

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

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Greensboro Housing Authority Housing Choice Voucher Programs.

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

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

1.2 REASONABLE ACCOMMODATION

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

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apparent, the Greensboro Housing Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

1.3 VERIFICATION OF ACCOMMODATION REQUEST

Greensboro Housing Authority is entitled to obtain information that is necessary to evaluate if a requested reasonable accommodation may be necessary because of a disability.

A. If the requester's disability is obvious, or otherwise known to the provider, and if the need for the requested accommodation is also readily apparent or known, Greensboro Housing Authority will not request any additional information.

B. If the requestor's disability is obvious, but the need for the accommodation is not readily apparent or known, Greensboro Housing Authority may request information that is necessary to evaluate the disability related need for the accommodation.

C. If the requestor's disability is not obvious, Greensboro Housing Authority may request reliable disability-related information that (1) is necessary to verify that the person meets the Fair Housing Act's definition of disability (i.e. has a physical or mental impairment that substantially limits one or more major life activities), (2) describes the needed accommodation, and (3) shows the relationship between the person's disability and the need for the requested information.1.4

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1.4 COMMUNICATION

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

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

All decisions granting or denying requests will be in writing.

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1.5 SERVICES FOR NON-ENGLISH SPEAKING PERSONS

The Greensboro Housing Authority is interested, within reason, in assisting persons with limited English proficiency (LEP). This shall be accomplished by assessing the need of LEP persons using four factors. The GHA shall balance these factors in deciding what to do:

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A. The number or proportion of LEP persons served or encountered in the eligible service area;

B. The frequency with which LEP individuals come in contact with the program;

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C. The nature and importance of the program, activity, or service provided by the program; and

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D. The resources available to GHA and costs.

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1.6 FAMILY/OWNER OUTREACH

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

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

The objective of this effort is to develop a waiting list that is representative of our low-income community. A particular emphasis will be placed on attracting eligible individuals and families least likely to apply for the Housing Choice Voucher Program.

The Greensboro Housing Authority will hold briefings for owners who participate in or who are seeking information about the HCVP. The briefings are intended to:

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- A. Explain how the program works;
- B. Explain how the program benefits owners;
- C. Explain owners' responsibilities (including lead-based paint) under the program. Emphasis is placed on quality screening and ways the Greensboro Housing Authority helps owners do better screening; and
- D. Provide an opportunity for owners to ask questions, obtain written materials, and meet Greensboro Housing Authority staff.

The Greensboro Housing Authority will particularly encourage owners of suitable units located outside of low-income or minority concentration and owners of accessible units to attend. Targeted mailing lists will be developed and announcements mailed.

1.7 RIGHT TO PRIVACY

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

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

1.8 REQUIRED POSTINGS

The Greensboro Housing Authority will post in the main office in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

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

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2.0 GREENSBORO HOUSING AUTHORITY/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY

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

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2.1 GREENSBORO HOUSING AUTHORITY RESPONSIBILITIES

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

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

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18. Determine whether to terminate assistance to a tenant family for violation of family obligations;
19. Conduct informal reviews of certain Greensboro Housing Authority decisions concerning applicants for participation in the program;
20. Conduct informal hearings on certain Greensboro Housing Authority decisions concerning tenant families;
21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits;
22. Administer an FSS program; and
23. Electronically submit form HUD 50058.

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2.2 ***OWNER RESPONSIBILITY***

- A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.
- B. The owner is responsible for:
 1. Performing all management and rental functions for the assisted unit, including selecting a housing choice voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit (screening the tenant).
 2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
 3. Complying with equal opportunity requirements.
 4. Complying with the Housing Assistance Program contract (HAP).
 5. Preparing and furnishing to the Greensboro Housing Authority information required under the HAP contract.
 6. Collecting from the family:
 - a. Any security deposit required under the lease.
 - b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment).
 - c. Any charges for unit damage by the family.

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7. Entering into a lease and enforcing tenant obligations under the lease.
 8. Including in the lease a clause that provides that engaging in drug-related criminal activity on or near the premises by the tenant, household member, guest, or any person under the tenant's control is grounds for the owner to terminate tenancy. In addition, the lease must also provide that the owner may evict a family when the owner determines that a household member is illegally using a drug or when the owner determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants.
 9. Paying for utilities and services (unless paid by the family under the lease.)
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities (see 24 CFR 100.203) as reasonable accommodation.
- D. The owner is responsible for notifying the Greensboro Housing Authority sixty (60) calendar days prior to any rent increase.

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2.3 ***OBLIGATIONS OF THE TENANT***

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

- A. Supplying required information.
1. The family must supply any information that the Greensboro Housing Authority or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.
 2. The family must supply any information requested by the Greensboro Housing Authority or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
 3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.
 4. All information supplied by the family must be true and complete.
- B. Responsible for specific HQS breaches
- C. Allowing Greensboro Housing Authority Inspection

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The family must allow the Greensboro Housing Authority to inspect the unit at reasonable times and after at least 2-calendar days notice.

D. Violation of Lease

The family may not commit any serious or repeated violation of the lease.

E. Family Notice of Move or Lease Termination

The family must notify the Greensboro Housing Authority and the owner before the family moves out of the unit or terminates the lease by a notice to the owner.

F. Owner Eviction Notice

The family must promptly give the Greensboro Housing Authority a copy of any owner eviction notice it receives.

G. Use and Occupancy of the Unit

1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
2. The Greensboro Housing Authority must approve the composition of the assisted family residing in the unit. The family must inform the Greensboro Housing Authority within ten (10) business days of the birth, adoption or court-awarded custody of a child. The family must request approval from the Greensboro Housing Authority to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).
3. The family must notify the Greensboro Housing Authority within ten (10) business days if any family member no longer resides in the unit.
4. If the Greensboro Housing Authority has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The Greensboro Housing Authority has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when the Greensboro Housing Authority consent may be given or denied.
5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit

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must comply with the lease, zoning requirements and the affected household member must obtain all appropriate licenses.

6. The family must not sublease or let the unit.
7. The family must not assign the lease or transfer the unit.

H. Absence from the Unit

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

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 calendar days. The family must request permission from the Greensboro Housing Authority for absences exceeding 30 calendar days. The Greensboro Housing Authority will make a determination within 5 business days of the request. An authorized absence may not exceed 180 calendar days. Any family absent for more than 30 calendar days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization
2. Absences beyond the control of the family (i.e., death in the family, other family member illness)
3. Other absences that are deemed necessary by the Greensboro Housing Authority

I. Interest in the Unit

The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space or people using a housing choice voucher to purchase a home).

J. Fraud and Other Program Violation

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program.

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K. Crime by Family Members

The members of the family may not engage in drug-related criminal activity or other violent criminal activity.

L. Other Housing Assistance

An assisted family, or members of the family, may not receive **HCVP** 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.

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M. Alcohol and/or Drug Abuse By Household Members

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

3.0 ELIGIBILITY FOR ADMISSION

3.1 INTRODUCTION

There are five eligibility requirements for admission to the Housing Choice Voucher Program (HCVP): (1) qualifies as a family; (2) has an income within the income limits; (3) meets citizenship/eligible immigrant criteria; (4) provides documentation of Social Security Numbers, and (5) signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Greensboro Housing Authority screening criteria in order to be admitted to the HCVP.

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3.2 ELIGIBILITY CRITERIA

A. Family status - All families must have a Head of Household or Co-Head of Household

1. **A family with or without children.** Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable family relationship and share resources.
 - a. Children temporarily absent from the home due to placement in foster care are considered family members.
 - b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom

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size, but are not considered family members for determining income limit.

2. An **elderly family** is:
 - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
 - b. Two or more persons who are at least 62 years of age living together; or
 - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. A **near-elderly family** is:
 - a. A family whose head and spouse, or sole member is at least 50 years of age but below the age of 62;
 - b. Two or more persons who are at least 50 years of age but below the age of 62 living together; or
 - c. One or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.
4. A **disabled family** is:
 - a. A family whose head, spouse, or sole member is a person with disabilities;
 - b. Two or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one or more live-in aides.
 - d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.
5. A **displaced family** is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. This includes individuals or families who have received a written condemnation notice from the City of Greensboro indicating condemnation of their rental unit is imminent. Renters who damage the

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rental home or are otherwise responsible for causing the condemnation, are not eligible for this preference.

6. A **remaining member of a tenant family** is a family member of an assisted family who remains in the unit when other family members have left the unit.
7. A **single person** who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

B. Income eligibility

1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the ~~HCVP~~, be a family that is:
 - a. An extremely low income or a very low-income family;
 - b. A low-income family continuously assisted under the 1937 Housing Act, including families relocated from public housing for the convenience of the agency (continuously assisted families are not counted against the income targeting requirements);
 - c. A low-income family that meets additional eligibility criteria specified by the Housing Authority;
 - d. A low-income family that is a non-purchasing tenant in a HOPE 1 or HOPE 2 project or a property subject to a tenant homeownership program under 24 CFR 248.173;
 - e. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing;
2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises, the assistance will decrease.
3. The applicable income limit for issuance of a housing choice voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the housing choice voucher to rent a unit in an area where the family is income eligible at admission to the program.

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4. Families who are moving into the Greensboro Housing Authority's jurisdiction under portability and have the status of applicant rather than of tenant at their initial housing authority must meet the income limit for the area where they are initially assisted under the program.
5. Families who are moving into the Greensboro Housing Authority's jurisdiction under portability and are already program tenants at their initial housing authority do not have to meet the income eligibility requirement for the Greensboro Housing Authority program.
6. Income limit restrictions do not apply to families transferring units within the Greensboro Housing Authority Housing Choice Voucher Program.

C. Citizenship/Eligible Immigrant status

To be eligible for a housing choice voucher at least one member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)) or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However, people in the last category are not entitled to housing assistance in preference to any United States citizen or national tenant within Guam.

Family eligibility for assistance

1. A family shall not be eligible for assistance unless at least one member of the family residing in the unit is determined to have eligible status, with the exception noted below.
2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance (See Section 11.5(F) for calculating rents under the non-citizen rule).
3. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

1. To be eligible, all family members 6 years of age and older must provide a Social Security Number or certify that they do not have one. Refusal to provide a Social Security number or a certification renders an applicant ineligible to participate in the program. Adults must certify for minors.

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2. If applicants indicate they have a Social Security number but cannot readily verify the number, the family cannot be assisted until verification is provided and shall be given sixty (60) days to provide the verification. If verification is not provided within the time allowed, the family should be denied admission or may have their assistance terminated.
3. If the Social Security card is not available, GHA will accept letters from the Social Security Administration that establish and state the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. A driver's license, military ID, passport or other official documents that establishes and states the number is also acceptable.

E. Signing Consent Forms

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

F. Suitability for tenancy

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The Greensboro Housing Authority determines eligibility for participation and will also conduct criminal background checks on all household members, 15 years and older including live-in aides. The Greensboro Housing Authority will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. If the individual has lived outside the local area, the Greensboro Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC).

G. Special College Student Eligibility Rules

_____ No assistance shall be provided under HCVP of the 1937 Act to any individual student who:

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1. Is enrolled as a student at an institution of higher education, as defined under section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002);
2. Is under 24 years of age;
3. Is not a veteran of the United States military;
4. Is unmarried;
5. Does not have a dependent child; and
6. Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive assistance under HCVP of the 1937 Act.

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H. Violence Against Women

No applicant for public housing who has been a victim of domestic violence, dating violence, or stalking shall be denied admission into the program if they are otherwise qualified and can provide certification per GHA's Violence Against Women policy.

4.0 MANAGING THE WAITING LIST

4.1 OPENING AND CLOSING THE WAITING LIST

Opening of the waiting list will be announced via public notice that applications for the HCVP will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, and also

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by any available minority media. The public notice will state any limitations to who may apply.

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

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4.2 *TAKING APPLICATIONS*

Families wishing to apply for the HCVP will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at 1300 B Ogden Street, Greensboro, NC 27406.

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

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When the waiting list is open, completed applications will be accepted only from applicants who meet specified categories of preference or from families who qualify for a local preference. The Greensboro Housing Authority will later verify the information in the applications relevant to the applicant's eligibility, admission, and level of benefit.

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GHA will accept applications which include birth certificates/social security cards for every member of the household. Exceptions may be granted in emergency situations (i.e., fire, natural disaster) by supervisory staff. Applications will not be processed if they do not meet advertised preferences or do not contain required supporting documents (birth certificates, social security cards, income verification).

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Applications may be made in person at 1300 Ogden Street, on Monday to Friday 8:30 a.m. to 5:00 p.m. Applications will be mailed to interested families upon request.

The completed application will be dated and time stamped upon its return to the Greensboro Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Greensboro Housing Authority to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is 336-271-3319.

An applicant is encouraged to report changes in their applicant status including changes in family composition, income, or preference factors. The Greensboro Housing Authority will annotate the applicant's file and will update their place on the waiting list.

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4.3 ORGANIZATION OF THE WAITING LIST

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

- A. The application will be a permanent file;
- B. All applications will be maintained in order of preference and then in order of date and time of application;
- C. Any significant contact between the Greensboro Housing Authority and the applicant will be documented in the applicant file.

All files (applicant or tenant) shall be retained for three years from the date the file is closed, whether this is due to the surrender of a housing choice voucher or the removal of a person from the waiting list, whichever is later. If a tenant has an outstanding balance with the Housing Authority, their file is retained indefinitely.

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

4.4 MISSED APPOINTMENTS

All applicants who fail to keep scheduled appointments with the Greensboro Housing Authority will be sent a notice withdrawing their name from the waiting list.

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4.5 PURGING THE WAITING LIST

The Greensboro Housing Authority will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents interested families. Purging also enables the Housing Authority to update the information regarding address, family composition, income category and preferences.

4.6 REMOVAL OF APPLICANTS FROM THE WAITING LIST

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

- A. The applicant requests that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments;
- C. The applicant does not meet either the eligibility or screening criteria for the program; or
- D. The applicant has been issued a Housing Choice voucher.

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The reason for all removals from the waiting list shall be carefully documented in the applicant's file and retained for three years from the date the file is closed.

4.7 GROUND FOR DENIAL

The Greensboro Housing Authority will deny assistance to applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Fail to respond to a written request for information or a request to declare their continued interest in the program;
- D. Fail to complete any aspect of the application or lease-up process;
- E. Have a family member who was evicted from federally assisted housing within the past five (5) years because of drug-related criminal activity. The five (5) year limit is based on the date of such eviction, not the date the crime was committed.
- F. However, the Greensboro Housing Authority may admit the household if the PHA determines:
 - 1. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the Greensboro Housing Authority; or
 - 2. The circumstances leading to the eviction no longer exist (for example, the criminal household member is imprisoned or has died).
- G. Have a household member who is currently engaging in illegal use of a drug;
- H. Have a household member whose 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 tenants;
- I. Have a household member who has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing;
- J. Have a household member who is subject to a lifetime registration requirement under a State sex offender registration program;
- I. Have a household member whose abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other tenants;

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- J. Have a household member who is a fugitive felon, parole violator or person fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;
- K. Have a household member who is currently engaged in, or has engaged in the following during the last three (3) years before the projected date of admission:
 - 1. Drug-related criminal activity;
 - 2. Violent criminal activity;
 - 3. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other tenants or persons residing in the immediate vicinity; or

For purposes of this section, a household member is “currently engaged in” criminal activity if the person has engaged in the behavior recently enough to justify a reasonable belief that the behavior is current.

- L. Have a family member who violated any family obligations under previous participation in the program;
- M. Have a family member who has been evicted from federally assisted housing in the last three years;
- N. Have a family member that the Greensboro Housing Authority ever terminated assistance for under the program;
- O. Have a family member who has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- P. Currently owes rent or other amounts to the Greensboro Housing Authority or to another Housing Authority in connection with HCVP or public housing assistance under the 1937 Act;
- Q. Have not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
- R. Have breached an agreement with Greensboro Housing Authority to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority;
- S. Have engaged in or threatened abusive or violent behavior towards any Greensboro Housing Authority staff member or tenant;

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- T. If a welfare-to-work (WTW) family fails, willfully and persistently, to fulfill its obligations under the welfare-to-work voucher program.

If the Greensboro Housing Authority denies admission to the Greensboro Housing Authority's Housing Choice Voucher program on the basis of a criminal record, the Greensboro Housing Authority will provide the person with the criminal record (i.e., the family member) and the applicant head of household with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record, in the procedures for the Informal Review Process for Applicants. The applicant will have ten (10) calendar days to dispute the accuracy and relevance of the record in writing. If the Greensboro Housing Authority does not receive the dispute within the allotted time, the applicant will be denied.

4.8 DISCRETION TO CONSIDER CIRCUMSTANCES

In deciding whether to deny assistance because of action or failure to act by members of the family, GHA has discretion to consider any of the circumstances in each particular case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial of assistance on other family members who were not involved in the action or failure to act.

In each instance before making a decision to deny HCVP assistance, GHA staff will consider the specific circumstances of the family under review and determine if denial is the best response.

4.9 NOTIFICATION OF NEGATIVE ACTIONS

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

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4.10 INFORMAL REVIEW

If the Greensboro Housing Authority determines that an applicant does not meet the criteria for receiving HCVP assistance, the Greensboro Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within 10 business days of the denial. The Greensboro Housing Authority will describe how to obtain the informal review. The informal review process is described in Section 15.2 of this Plan.

5.0 SELECTING FAMILIES FROM THE WAITING LIST

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5.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS

The Housing Authority may admit an applicant for participation in the program either as a special admission or as a waiting list admission.

If HUD awards funding that is targeted for families with specific characteristics or families living in specific units, the Greensboro Housing Authority will use the assistance for those families.

5.2 PREFERENCES

Consistent with the Greensboro Housing Authority Agency Plan, the Greensboro Housing Authority will select families based on the following preferences based on local housing needs and priorities. Applicants who reside or work in GHA's jurisdiction will receive priority in placement and selection from the waiting list.

A. Families with an adult member employed full-time for the past 12 months (full-time is at least 30 hours per week); graduated from or enrolled full-time in an accredited non-profit institution of higher education (university, college, or community college); or enrolled in a job-training program, or a program that prepares someone for a job. Families meeting this requirement who are referred by homeless providers are included in this preference. Full-time students must have completed at least the first year of their academic requirements and continuing. Persons on job training or job readiness programs must complete at least 50% of their course work and college graduates or graduates of job training or job readiness programs must be gainfully employed to receive this preference. However, an applicant shall be given the benefit of the working family preference if the head and spouse, or sole member is age 62 or older, or is a person with disabilities.

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Deleted: <#>Elderly/Disabled: A family whose head or spouse or sole member is at least sixty-two (62) years of age, or a Disabled Family, or disabled 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. ¶

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B. Displaced person(s): Individuals or families displaced by public or private action. This Preference includes individuals or families who have received a written condemnation notice from the City of Greensboro indicating condemnation of their rental unit is imminent. Renters who damage the rental home or are otherwise responsible for causing the condemnation are not eligible for this preference.

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C. Families referred to GHA under special programs including the Family Unification, Mainstream Housing choice voucher, Welfare-to-Work Programs, Shelter Plus Care and Designated Housing.

Deleted: <#>Families with an adult member employed full-time for the past 12 months (full-time is at least 30 hours per week); graduated from or enrolled full-time in an accredited non-profit institution of higher education (university, college, or community college); or enrolled in a job-training program, or a program that prepares someone for a job. Families meeting this requirement who are referred by homeless providers are included in this preference. Full-time students must have completed at least the first year of their academic requirements and continuing. Persons on job training or job readiness programs must complete at least 50% of their course work and college graduates or graduates of job training or job readiness programs must be gainfully employed to receive this preference.¶

D. All other applicants.

E. Applicants residing outside of GHA's jurisdiction.

The Greensboro Housing Authority will not deny a local preference, nor otherwise exclude or penalize a family in admission to the program, solely because the family resides in public housing.

5.3 SELECTION FROM THE WAITING LIST

Based on the above preferences, all families in preference A will be offered housing before any families in preference B, and preference B families will be offered housing before any families in preference C, and so forth.

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

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

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

When HUD periodically provides assistance targeted to specific groups or household categories, FUP, Welfare-to-Work, Shelter Plus, Designated Housing and Mainstream Housing choice voucher tenants will be considered in this category. GHA will use its waiting list to select families that fall into the specific targeted assistance categories. If GHA has closed the housing choice voucher program waiting list, it must reopen the

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waiting list to accept a FUP, Welfare-to-Work, Shelter Plus, Designated Housing and Mainstream applicant family who is not currently on GHA's waiting list.

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6.0 ASSIGNMENT OF UNIT SIZE (SUBSIDY STANDARDS)

1. Greensboro Housing Authority (GHA) units' bedrooms are of standard size. GHA recognizes HUD's rules related to Occupancy Standards in which two people are expected to share each bedroom. Accordingly, applicants/residents will be matched to a unit size that can adequately fit the number of family members and benefit individual circumstances. The following table depicts the manner in which, in general, individual/families are assigned units:

<u>Number of Bedrooms</u>	<u>Number of Persons</u>	
	<u>Minimum</u>	<u>Maximum</u>
<u>0</u>	<u>N/A</u>	<u>1</u>
<u>1</u>	<u>1</u>	<u>2</u>
<u>2</u>	<u>2</u>	<u>4</u>
<u>3</u>	<u>3</u>	<u>6</u>
<u>4</u>	<u>5</u>	<u>8</u>
<u>5</u>	<u>7</u>	<u>10</u>

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2. The largest unit size that a family may be offered would provide no more than one bedroom per family member. A single disabled or elderly person with a live-in aide will, at the minimum, be assigned a one-bedroom unit. Studio apartments will first be assigned to persons who declare that preference.

3. In order to maximize utilization, GHA will take the following factors into consideration when determining family composition:

- The presence of children to be born to a pregnant woman
- Children who are in the process of being adopted or under consideration for custody
- Children currently under a 50% or more joint custody decree
- Children who are temporarily away at school
- Children who are temporarily in foster care
- Families/individuals who have a live-in aide (but not a live-in aide's family)

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4. In addition, a family consisting of a pregnant woman (with no other persons) will be treated as a two-person family. A single head of household parent will not be required to share a bedroom with his/her child, unless this is requested by the family.

5. The following exceptions may apply:

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- A validated request for the accommodation of a disability indicating the need for an additional bedroom occupancy (i.e., the individual needs space to store medical equipment and supplies)
- A family with persons of different generations and opposite sex, unless the family agrees they can share a bedroom
- The family includes children of opposite sex above age nine, unless the family agrees they can share the room

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

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

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6.1 BRIEFING

When the Greensboro Housing Authority selects a family from the waiting list, the family will be invited to attend a briefing explaining how the program works. In order to receive a housing choice voucher the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session if approved in advance by the GHA. If the family fails to attend the briefing without good cause, they will be denied admission.

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

The briefing will cover at least the following subjects:

- A. A description of how the program works;
- B. Family and owner responsibilities;
- C. Where the family may rent a unit, including inside and outside the Housing Authority's jurisdiction;

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- D. Types of eligible housing;
- E. For families qualified to lease a unit outside the Housing Authority's jurisdiction under portability, an explanation of how portability works;
- F. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and
- G. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard when the family initially rents a unit and the fact that the family may have to pay a security deposit from its own funds;

6.2 *PACKET*

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

- A. The term of the housing choice voucher and the Housing Authority's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;
- B. How the Housing Authority determines the housing assistance payment and total tenant payment for the family;
- C. Information on the payment standard, exception payment standard rent areas, and the utility allowance schedule;
- D. How the Housing Authority determines the maximum rent for an assisted units and rent reasonableness;
- E. Where the family may lease a unit. For families qualified to lease outside the Housing Authority's jurisdiction, the packet includes an explanation of how portability works;
- F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;
- G. The request for approval of the tenancy form and an explanation of how to request Housing Authority approval of a unit;
- H. A statement of the Housing Authority's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the Housing Authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses. Upon request, the Housing Authority will also supply any factual

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information or third party verification relating to the applicant's history as a tenant or their ability to comply with material standard lease terms or any history of drug trafficking, drug-related criminal activity or any violent criminal activity;

- I. The Housing Authority's subsidy standards, including when the Housing Authority will consider granting exceptions to the standards;
- J. The HUD brochure on how to select a unit ("A Good Place to Live");
- K. The HUD-required lead-based paint brochure;
- L. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;
- M. A list of landlords or other parties known to the Greensboro Housing Authority who may be willing to lease a unit to the family or help the family find a unit;
- N. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to the Greensboro Housing Authority that may be available;
- O. The family's obligations under the program;
- P. The grounds upon which the Housing Authority may terminate assistance because of the family's action or inaction;
- Q. Greensboro Housing Authority informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing;
- R. The Greensboro Housing Authority owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program; and
- S. A listing or map that delineates areas of poverty or minority concentration in the jurisdiction. Also, applicants shall be given information about job opportunities, schools, and other services in non-concentrated neighborhoods.

6.3 ISSUANCE OF HOUSING CHOICE VOUCHER; REQUEST FOR APPROVAL OF TENANCY

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

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When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a proposed lease, the HUD required tenancy addendum and the request for approval of the tenancy form. The terms of the HUD tenancy addendum shall prevail over any conflicting provisions of the lease. The family will submit the proposed lease and the request form to the Housing Authority during the term of the housing choice voucher.

Screening is the responsibility of the owner.

6.4 TERM OF THE HOUSING CHOICE VOUCHER

The initial term of the housing choice voucher will be 60 calendar days and will be stated on the Housing Choice voucher.

The Housing Authority may grant one or more extensions of the term, but the initial term plus any extensions will not exceed 120 calendar days from the initial date of issuance without an extraordinary reason. To obtain an extension, the family must make a request prior to the expiration date. A statement of the efforts the family has made to find a unit must accompany the request. If the family documents their efforts and additional time can reasonably be expected to result in success, the Housing Authority will grant the length of request sought by the family or 60 calendar days, whichever is less.

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If the family includes a person with disabilities and the family requires an extension due to the disability, the Housing Authority will grant an extension allowing the family the full 120 calendar days search time. If the Housing Authority determines that additional search time would be a reasonable accommodation, it will grant the additional search time.

Upon submittal of a completed request for approval of tenancy form, the Greensboro Housing Authority will suspend the term of the housing choice voucher. The term will be in suspension until the date the Housing Authority provides notice that the request has been approved or denied. This policy allows families the full term (60 calendar days, or more with extensions) to find a unit, not penalizing them for the period during which the Housing Authority is taking action on their request.

If a family's voucher expires, the family is no longer eligible for housing assistance. They are free to re-apply to the Housing Choice Voucher Program and start over again at the bottom of the waiting list. If the waiting list is closed, they must wait until the Greensboro Housing Authority is once again accepting applicants for the program. They will be treated exactly like all other new applicants for the program.

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6.5 APPROVAL TO LEASE A UNIT

The Greensboro Housing Authority will approve a lease if all of the following conditions are met:

- A. The unit is eligible;
- B. The unit is inspected by the Housing Authority and passes HQS;
- C. The lease is approvable and includes the following;
 - 1. The names of the owner and the tenant;
 - 2. The address of the unit rented;
 - 3. The term of the lease (initial term and any provisions for renewal);
 - 4. The amount of the monthly rent to owner;
 - 5. A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family; and
 - 6. The required HUD tenancy addendum.
- D. The rent to owner is reasonable;
- E. The family's share of rent does not exceed 40% of their monthly-adjusted income if the gross rent exceeds the applicable payment standard;
- F. The owner certifies that he or she is not in a conflict of interest situation with the tenant.
- G. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Housing Authority; and
- H. The family continues to meet all eligibility and screening criteria.

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

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

- A. The unit passes the Housing Authority HQS inspection;

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- B. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
- C. The landlord and tenant sign the lease to include the HUD required addendum; and
- D. The Housing Authority approves the leasing of the unit.

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

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

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

6.6 GREENSBORO HOUSING AUTHORITY DISAPPROVAL OF OWNER

The Housing Authority will deny participation by an owner at the direction of HUD (one who has been debarred, suspended, or is subject to a limited denial of participation). The Housing Authority may also deny the owner's participation for any of the following reasons:

- A. The owner has violated any obligations under a HCVP Housing Assistance Payments Contract;
- B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal Housing Choice Voucher Program;
- C. The owner has engaged in drug-related criminal activity or any violent criminal activity;
- D. The owner has a history or practice of non-compliance with HQS for units leased under HCVP or with applicable housing standards for units leased with project-based HCVP assistance or leased under any other Federal Housing Choice Voucher Program;
- E. The owner has a history or practice of renting units that fail to meet State or local codes;
- F. The owner has not paid State or local real estate taxes, fines, or assessments;

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- G. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:
 - 1. premises by tenants, Greensboro Housing Authority employees or owner employees; or
 - 2. residences by neighbors;
- H. If the owner is the parent, child, grandparent, grandchild, sister, or brother or any member of the family of an applicant seeking the initial use of a housing choice voucher (currently shopping) unless the Greensboro Housing Authority determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities;
- I. The Housing Authority has been informed by HUD that the federal government has instituted an administrative or judicial action against the owner for a violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending or a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements; or
- J. Other conflicts of interest under Federal, State, or local law.

6.7 INELIGIBLE/ELIGIBLE HOUSING

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

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- A. A public housing or Indian housing unit;
- B. A unit receiving project-based assistance under HCVP;
- C. Nursing homes board and care homes, or facilities providing continual psychiatric, medical or nursing services;
- D. College or other school dormitories;
- E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
- F. A unit occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space; or units being purchased under a HCVP Homeownership Program; and

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- G. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

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

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

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

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

6.8 SECURITY DEPOSIT

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

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

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

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

7.0 MOVES WITH CONTINUED ASSISTANCE

Participating families are allowed to move to another unit after the initial lease has expired, or if the landlord and the tenant have mutually agreed to terminate the lease, or if the Housing Authority has terminated the HAP contract. The Greensboro Housing Authority will issue the family a new housing choice voucher if the family does not owe the Greensboro Housing Authority or any other Housing Authority money, has not violated a Family Obligation, has not moved or been issued a housing choice voucher within the last 12 months, and if the Greensboro Housing Authority has projected sufficient funding for continued assistance. Funding is subject to HUD discretion. If the move is necessitated for a reason other than family choice, the 12-month requirement will be waived.

7.1 WHEN A FAMILY MAY MOVE

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

- A. The assisted lease for the old unit has terminated;
- B. The owner has given the tenant a notice to vacate, has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant; or
- C. The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner).

7.2 PROCEDURES REGARDING FAMILY MOVES

GHA will not enter into a new HAP contract with families considering transferring to a new unit until the concerned family schedules a meeting with GHA staff. The meeting is intended to provide the following information:

- A. A refresher on program requirements and the family's responsibilities. Emphasis will be on giving proper notice and meeting all lease requirements such as leaving the unit in good condition;
- B. Information about finding suitable housing and the advantages of moving to an area that does not have a high concentration of poor families;

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

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- C. Payment standards, exception payment standard rent areas, and the utility allowance schedule;
- D. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard when initially renting a unit;
- E. Portability requirements and opportunities;
- F. The need to have a reexamination conducted within 120 calendar days prior to the move;
- G. An explanation and copies of the forms required to initiate and complete the move; and

Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 calendar days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without the owner's and the Greensboro Housing Authority's approval, it will be considered a serious lease violation and subject the family to termination from the program.

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

A family who gives notice to terminate the lease must have the landlord or his agent sign a statement and return a copy to GHA staff. Failure to follow the above procedures may subject the family to termination from the program.

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8.0 PORTABILITY

8.1 GENERAL POLICIES OF THE GREENSBORO HOUSING AUTHORITY

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

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

Families participating in the Housing Choice Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances will the Greensboro Housing Authority allow a tenant to improperly break a lease. Under extraordinary circumstances the Greensboro Housing Authority may consider allowing more than one move in a 12-month period, or as a reasonable accommodation for a family with disabilities.

Families may only move to a jurisdiction where a Housing Choice Voucher Program is being administered.

For income targeting purposes, the family will count towards the initial housing authority's goals unless the receiving housing authority absorbs the family. If absorbed, the admission will count towards the receiving housing authority's goals.

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

8.2 INCOME ELIGIBILITY

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

8.3 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY

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

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8.4 PORTABILITY PROCEDURES

- A. When the Greensboro Housing Authority is the Initial Housing Authority:
1. The Greensboro Housing Authority will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.
 2. The Greensboro Housing Authority will determine whether the family is income-eligible in the area where the family wants to lease a unit if the family is not already a program participant.
 3. The Greensboro Housing Authority will advise the family how to contact and request assistance from the Receiving Housing Authority by giving them the name and telephone number of the person responsible for working with incoming portability families and any procedures related to getting an appointment for the issuance of a voucher.
 4. The Greensboro Housing Authority will, within ten (10) calendar days, notify the Receiving Housing Authority to expect the family via telephone, fax or email.
 5. The Greensboro Housing Authority will immediately mail or fax the Receiving Housing Authority a completed Part I of HUD Form 52665, the most recent HUD Form 50058 (Family Report) for the family, and related verification information. If the family is an applicant and not a participant, the Greensboro Housing Authority will provide the Receiving Housing Authority with the family information and income information in a format similar to that utilized by the 50058.
- B. When the Greensboro Housing Authority is the Receiving Housing Authority:
1. When the portable family requests assistance from the Greensboro Housing Authority, the Greensboro Housing Authority will within fourteen (14) calendar days of HAP contract execution (not its effective date) inform the Initial Housing Authority that it will absorb the family into its program or notify the Initial Housing Authority within the time limit set forth in Part I of the 52665 that it will bill the Initial Housing Authority for assistance on behalf of the portable family. Completing Part II of HUD Form 52665 in a timely manner will accomplish this. If the family is absorbed, the Greensboro Housing Authority will also send the Initial Housing Authority a new HUD Form 50058.
 2. The Greensboro Housing Authority will issue a housing choice voucher to the family within fourteen (14) calendar days as long as the initial voucher has not expired (if it has expired, the family shall be referred back to the Initial Housing Authority). The term of the Greensboro Housing

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Authority's housing choice voucher will not expire before the expiration date of any Initial Housing Authority's housing choice voucher. The Greensboro Housing Authority will determine whether to extend the housing choice voucher term. The decision to extend will take into account the Greensboro Housing Authority's existing absorption policy and the billing deadline date provided by the Initial Housing Authority in the 52665. If an extension is granted, the Initial Housing Authority will be informed of this decision. The family must submit a request for tenancy approval to the Greensboro Housing Authority during the term of the Greensboro Housing Authority's housing choice voucher. If the Greensboro Housing Authority has decided to bill the Initial Housing Authority, the request for tenancy approval must be processed in enough time for the Initial Housing Authority to process a Request for Lease Approval and execute a HAP contract before the billing deadline date.

3. The Greensboro Housing Authority will determine the family unit size for the portable family. The family unit size is determined in accordance with the Greensboro Housing Authority's subsidy standards.
4. The Greensboro Housing Authority will notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the housing choice voucher. In any event the Greensboro Housing Authority will notify the Initial Housing Authority of what is occurring before the expiration of the deadline established in the HUD Form 52665. If the family has leased a unit, the Greensboro Housing Authority will notify the Initial Housing Authority of this fact in enough time for the Initial Housing Authority to process a Request for Lease Approval and execute a HAP contract if the Greensboro Housing Authority intends to bill the Initial Housing Authority.
5. In order to provide tenant-based assistance for portable families, the Greensboro Housing Authority will perform all Housing Authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or the Greensboro Housing Authority may make a determination to deny or terminate assistance to the family. If assistance is denied or terminated, the family shall have a right to an informal hearing.
6. The Greensboro Housing Authority may deny or terminate assistance for family action or inaction in accordance with 24 CFR 982.552 and 24 CFR 982.553.
7. Although the Greensboro Housing Authority will promptly issue a voucher to an incoming portability family, it will still subject the families to its normal screening procedures. If the family fails to pass the

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screening thresholds, either the voucher will be revoked or the family will be terminated from the program if a unit has already been leased.

C. Absorption by the Greensboro Housing Authority

If funding is available under the consolidated ACC for the Greensboro Housing Authority's Housing Choice Voucher Program when the portable family is received, the Greensboro Housing Authority may absorb the family into its HCVP. The decision to absorb or not will be made on a case-by-case basis and will solely be the decision of the Greensboro Housing Authority. If absorbed, the family is assisted with funds available under the consolidated ACC for the Greensboro Housing Authority's Tenant-Based Program.

D. Portability Billing

To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees as long as all HUD required deadlines have been complied with. The billing procedure will be as follows:

1. As the Initial Housing Authority, the Greensboro Housing Authority will within thirty (30) calendar days of receipt of the completed Part II of the HUD Form 52665 reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family in a form and manner the Receiving Housing Authority is able and willing to accept. Payments made after the first payment shall be sent in time for the Receiving Housing Authority to receive the payment no later than the fifth working day of the month. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program.
2. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for 80% of the Initial Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority.

E. When a Portable Family Moves

When a portable family moves out of the tenant-based program of a Receiving Housing Authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the Receiving Housing

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Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family.

F. On-going Responsibilities as a Receiving Housing Authority

When the Greensboro Housing Authority is a receiving agency, it will:

1. Send the Initial Housing Authority an updated HUD Form 50058 at each annual recertification so the Initial Housing Authority can reconcile it with its records.
2. Send the Initial Housing Authority a copy of any new HUD Forms 52665s and 50058s to report any change in the billing amount within ten (10) working days of the effective date of any change in the billing amount.
3. If the Greensboro Housing Authority decides to absorb a family it had previously been billing for, it shall notify the Initial Housing Authority within ten (10) working days following the effective date of the termination of the billing arrangement.
4. If the family decides it wants to move to yet another jurisdiction, the Initial Housing Authority shall be promptly notified and requested to send a new HUD Form 52665 and supporting documentation to the new Receiving Housing Authority.

9.0 DETERMINATION OF FAMILY INCOME

9.1 INCOME, EXCLUSIONS, AND DEDUCTIONS FROM INCOME

To determine annual income, the Greensboro Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Greensboro Housing Authority subtracts all allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

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9.2 INCOME

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

1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or

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2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
3. Are not specifically excluded from annual income.

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or the Greensboro Housing Authority believes that past income is the best available indicator of expected future income, the Greensboro Housing Authority may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

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 the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. Income that could have been derived from assets worth more than \$1000 that were disposed of for less than fair market value within the past two years will be counted as income.
4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a

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lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
6. Welfare assistance.
 - a. Welfare assistance payments
 - i. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
 - Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
 - Are not otherwise excluded under paragraph Section 11.2 of this policy.
 - b. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
 - i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - ii. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
 - c. Imputed welfare income.
 - i. A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, resulting from either welfare fraud or the failure

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to comply with economic self-sufficiency requirements, as specified in notice to the Greensboro Housing Authority by the welfare agency), plus the total amount of other annual income.

- ii. At the request of the Greensboro Housing Authority, the welfare agency will inform the Greensboro Housing Authority in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the Greensboro Housing Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The Greensboro Housing Authority will use this information to determine the amount of imputed welfare income for a family.
- iii. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the Greensboro Housing Authority by the welfare agency).
- iv. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
- v. The Greensboro Housing Authority will not include imputed welfare income in annual income if the family was not an assisted tenant at the time of the sanction.
- vi. If a tenant is not satisfied that the Greensboro Housing Authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Greensboro Housing Authority denies the family's request to modify such amount, then the Greensboro Housing Authority shall give the tenant written notice of such denial, with a brief explanation of the basis for the Greensboro Housing Authority's determination of the amount of imputed welfare income. The Greensboro Housing Authority's notice shall also state that if the tenant does not agree with the determination, the tenant may

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contest the decision in accordance with our informal review policy.

d. Relations with welfare agencies

- i. The Greensboro Housing Authority will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the Greensboro Housing Authority written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.
- ii. The Greensboro Housing Authority is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the agency. However, the Greensboro Housing Authority is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.
- iii. Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The Greensboro Housing Authority shall rely on the welfare agency notice to the Greensboro Housing Authority of the welfare agency's determination of a specified welfare benefits reduction.

7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

8. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

C. The Greensboro Housing Authority will determine seasonally-employed residents' and applicants' rent using one of two HUD-approved rent calculation

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methods. Residents will be informed of both methods and will be given the opportunity to select which method they want used when their rent is calculated. The applicant or resident will be required to select one of the two calculations methods: Method 1 and Method 2. For Method 1 a residents' actual income is annualized and an interim reexamination is conducted. For Method 2 a resident's anticipated income from all known sources is used with the support from a history of previous years income –no interim reexamination is conducted.

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9.3 *EXCLUSIONS FROM INCOME*

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- G. The amounts received from the following programs:
 - 1. Amounts received under training programs funded by HUD;
 - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - 3. Amounts received by a tenant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
 - 4. Amounts received under a tenant service stipend. A tenant service stipend is a modest amount (not to exceed \$200 per month) received by a tenant

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for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, tenant initiative coordination, and serving as a member of the Greensboro Housing Authority Board of Commissioners. No tenant may receive more than one such stipend during the same period of time;

5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as tenant management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring, or sporadic income (including gifts, and Replacement Housing “gap” payments);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

- a. The value of the allotment of food stamps

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- b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
- c. Payments received under the Alaska Native Claims Settlement Act
- d. Income from submarginal land of the U.S. that is held in trust for certain Indian tribes
- e. Payments made under HHS's Low-Income Energy Assistance Program
- f. Payments received under the Job Training Partnership Act
- g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
- h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
- i. Amount of scholarships awarded under Title IV including Work-Study
- j. Payments received under the Older Americans Act of 1965
- k. Payments from Agent Orange Settlement
- l. Payments received under the Maine Indian Claims Act
- m. The value of childcare under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation
- p. Payments for living expenses under the AmeriCorps Program
- q. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance;
- r. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998.

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- s. The \$600 transitional assistance subsidy, for applicants and tenants enrolled in the Medicare transitional assistance program, effective the date of receiving the benefits and any negotiated drug discounts received pursuant to the Medicare prescription drug discount card. This expires on May 15, 2006 or when the participant enrolls in the Medicare Prescription Drug Program.
- t. Any low-income subsidy received to assist low-income persons in paying for their Medicare prescription drug Program

9.4 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

- A. \$480 for each dependent
- B. \$400 for any elderly family or disabled family
- C. The sum of the following, to the extent the sum exceeds three percent of annual income:
 - 1. Unreimbursed medical expenses of any elderly family or disabled family; and including any fee paid by the participant for the Medicare Prescription Drug Program;
 - 2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus; and
 - 3. The Medicare assistance provided for the cost of drugs pursuant to prescription drug discount cards, negotiated drug price, or transitional assistance subsidies. (To be deleted after 5/15/06)
- D. Reasonable childcare expenses necessary for children 12 and younger to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.
- E. Persons with disabilities already participating in the program, the incremental earnings due to employment during a cumulative 12-month period following the date of initial hire shall be excluded. This exclusion is only available to the following families:

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1. Families whose income increases as a result of employment of a disabled family member who was previously unemployed (defined as working less than 10 hours a week at the established minimum wage) for one or more years.
2. Families whose income increases during the participation of a disabled family member in any economic self-sufficiency or other job training program.
3. Persons with disabilities who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program for at least \$500.

During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

The disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion.

9.5 RECEIPT OF A LETTER OR NOTICE FROM HUD

- A. If a HCVP participant receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within thirty (30) calendar days of receipt by the tenant.
- B. The Greensboro Housing Authority shall reconcile any difference between the amount reported by the tenant and the amount listed in the HUD communication. This shall be done as promptly as possible.
- C. After the reconciliation is complete, the Greensboro Housing Authority shall if appropriate, adjust the tenant's rental contribution beginning at the start of the next month. If the reconciliation is completed during the final five (5) calendar days of the month, the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the tenant had not previously reported the proper income, the Greensboro Housing Authority shall do one of the following:
 1. Immediately collect the back over paid assistance paid by the agency;
 2. Establish a repayment plan for the tenant to pay the sum due to the agency;
 3. Terminate the tenant from the program for failure to report income; or

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4. Terminate the tenant from the program for failure to report income and collect the back over paid assistance paid by the agency.

9.6 COOPERATING WITH LAW ENFORCEMENT AGENCIES

The Greensboro Housing Authority will comply, on a case-by-case basis, with information requests from Federal, State or local law enforcement officers regarding possible fugitive felons and/or a parole or probation violators. The Greensboro Housing Authority will supply upon legitimate request (1) the current address, (2) Social Security number and (3) photograph (if available) of any recipient of assistance.

The Federal, State or local enforcement officer must submit a request that is (1) written, (2) on law enforcement agency letterhead, and (3) is signed by the requesting officer and his or her immediate supervisor. The request for information must provide the name of the fugitive felon and/or parole or probation violator being sought, and may include other personal information used for identification. The request should also comply with the following requirements:

- A. The law enforcement agency shall notify Greensboro Housing Authority that the fugitive felon and/or parole or probation violator (i) is fleeing to avoid prosecution, custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which, in the case of the State of New Jersey, is a high misdemeanor; or (ii) is violating a condition of probation or parole imposed under Federal or State law; or (iii) has information that is necessary for the officer to conduct his/her official duties;
- B. The location or apprehension of the recipient is within the Greensboro Housing Authority's official duties; and,
- C. The request is made in the proper exercise of the law enforcement agency's official duties.

9.7 COOPERATING WITH WEEARE AGENCIES

The Greensboro Housing Authority will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- A. To target assistance, benefits and services to families receiving assistance in the public housing and ~~HCVP tenant-based assistance program to achieve self-sufficiency.~~
- B. To provide written verification to the Greensboro Housing Authority concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

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10.0 VERIFICATION

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

10.1 ACCEPTABLE METHODS OF VERIFICATION

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

Other information will be verified by the following five verification methods acceptable to HUD, in the order of preference indicated:

1. **Enterprise Income Verifications (EIV) – Level 1**

EIV is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals.

Current EIV resources include the following:

- a. **Enterprise Income Verification (EIV) – HUD's online wage and benefit system that allows GHA to verify tenant-reported income from independent sources in computerized form.**
- b. **State Wage Information Collection Agencies (SWICAs)**
- c. **State systems for the Temporary Assistance for Needy Families (TANF) program**
- d. **Credit Bureau Information (CBA) credit reports**
- e. **Internal Revenue Service (IRS) Letter 1722**
- f. **Private sector databases (e.g. The Work Number)**

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The Greensboro Housing Authority will use additional EIV resources as they become available. This will be done before, during and/or after examinations and/or re-examinations of household income as appropriate.

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It is important to note that EIV data will only be used to verify a participant's eligibility for participation in a rental assistance program and to determine the level of assistance the participant is entitled to receive and only by properly trained persons whose duties require access to this information. Any other use, unless approved by the HUD Headquarters EIV Security System Administrator, is specifically prohibited and will not occur.

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No adverse action can be taken against a participant until the Greensboro Housing Authority has independently verified the EIV information and the participant has been granted an opportunity to contest any adverse findings through the established grievance procedure. The consequences of adverse findings may include the Greensboro Housing Authority requiring the immediate payment of any over-subsidy, the entering into a repayment agreement, eviction, criminal prosecution, or any other appropriate remedy.

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Furthermore, the information the Greensboro Housing Authority derives from the EIV system will be protected to ensure that it is utilized solely for official purposes and not disclosed in any way that would violate the privacy of the affected individuals.

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Once the data has served its purpose, it shall be destroyed by either burning or shredding the data.

2. **Third-Party Written Verifications – Level 2**

This type of verification includes written documentation, with forms sent directly to and received directly from a source, not passed through the hands of the family. It may also be a report generated automatically by another government agency, i.e., Department of Welfare, Veterans Administration, etc.

Third-party written verifications may also be used to supplement Enterprise Income Verifications. They will be utilized when there is a discrepancy of \$200 a month or more and the participant disputes the EIV results.

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Third-party verification of SS and SSI benefits shall be obtained by getting a copy of an official Social Security Administration letter of benefits from the person receiving the benefits and verification from HUD's on-line systems. If either of these forms of verification are not

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obtainable, then the file shall be documented as to why third-party verification was not used.

The Greensboro Housing Authority will allow four (4) weeks for the return of third-party written verifications prior to continuing on to the next type of verification.

3. Third-Party Oral Verifications – Level 3

This type of verification includes direct contact with the source, in person or by telephone. When this method is used, staff members will be required to document in writing with whom they spoke, the date of the conversation and the facts obtained.

The Greensboro Housing Authority will allow five (5) business days for the return of third-party oral verifications prior to continuing on to the next type of verification.

4. Review of Documents – Level 4

When ~~EIV~~, written and oral third-party verifications are not available within the four (4) weeks and five (5) business days period allowed in paragraphs 2 and 3 above, the Housing Authority will use the information received by the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).

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5. Self-Certification and Self-Declaration – Level 5

When ~~EIV~~, written and oral third-party verifications are not available within the four (4) weeks and five (5) business days period allowed in paragraphs 2 and 3 above, and hand-carried verification cannot be obtained, the Housing Authority will accept a statement detailing information needed, signed by the head, spouse, co-head, or other adult family member.

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Verification forms and reports received will be contained in the applicant/tenant file. Oral third-party documentation will include the same information as if the documentation had been written, i.e. name, date of contact, amount received, etc.

When any verification method other than Up-Front Income Verification is utilized, the Greensboro Housing Authority will document the reason for the choice of the verification methodology in the applicant/resident's file.

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10.2 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/eligible non-citizen status of each family member regardless of age must be determined.

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

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

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

Family members who do not claim to be citizens, nationals or eligible non-citizens, or whose status cannot be confirmed, must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to the HCVP. If they are members of families that include citizens, the rent must be pro-rated.

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

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

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

If the Greensboro Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their HCVP unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to HCVP for a period of 24 months from the date of termination.

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10.3 VERIFICATION OF SOCIAL SECURITY NUMBERS

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

The best verification of the Social Security Number is the original Social Security card. If the card is not available, the Greensboro Housing Authority will accept letters from Social Security that establish and state the number. Documentation from other governmental agencies will also be accepted that establish and state the number. Driver's license, military ID, passports, or other official documents that establish and state the number are also acceptable.

If individuals state that they do not have a Social Security Number they will be required to sign a statement to this effect. An adult must sign for minor children. The Greensboro Housing Authority will not require any individual who does not have a Social Security Number to obtain a Social Security Number.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided.

If a member of a participating family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to 60 calendar days to provide the verification. If the individual is at least 62 years of age, they will be given 120 calendar days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

10.4 TIMING OF VERIFICATION

Verification must be dated within sixty (60) calendar days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update only those elements reported to have changed.

10.5 FREQUENCY OF OBTAINING VERIFICATION

Household income and composition will be verified at least annually.

For each family member, citizenship/eligible non-citizen status will be verified only once unless the family member is an eligible immigrant in a transitional stage of admission. In

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this situation, their status must be updated until they are admitted for permanent residency. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their status will be verified.

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

10.6 VERIFICATION OF ABSENT FAMILY MEMBER

If an adult member who was formerly a member of the household is reported permanently absent by the family, the Greensboro Housing Authority will consider any of the following as verification:

1. Documentation verifying husband and wife are legally divorced;
2. Documentation verifying husband and wife are legally separated;
3. Order of protection/restraining order obtained by one family member against another;
4. Proof of another home address, which is limited to utility bills, bank statements, and/or driver's license/state identification card;
5. Statement from the Department of Social Services verifying absence from the household; and
6. If the adult member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

10.7 VERIFICATION OF GUARDIANSHIP

The following documents will be required to determine verification of guardianship:

1. Documentation of Court-ordered assignment.
2. Verification from social services agency.

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3. School records.

10.8 SPECIAL VERIFICATION FOR ADULT STUDENTS

In addition to other verification procedures, student head of households must provide a written signed certification that the student does or does not receive any financial support from his or her parents or guardians and whether or not the student is receiving an athletic scholarship. If support is received, the certification must state the amount of the anticipated support. The Greensboro Housing Authority shall verify that amount by using normal third party verification procedures communicating directly with the supporting person(s). If an athletic scholarship is involved, the Greensboro Housing Authority shall determine if any of the scholarship is available for housing costs.

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11.0 RENT AND HOUSING ASSISTANCE PAYMENT

11.1 RENT REASONABLENESS

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

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

11.2 COMPARABILITY

In making a rent reasonableness determination, the Housing Authority will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The Housing Authority will consider the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units. The results of this determination shall be documented in the tenant's file.

11.3 MAXIMUM SUBSIDY

The payment standard adopted by the Greensboro Housing Authority or one over 110% of the Fair Market Rent that has been approved by HUD determines the maximum subsidy for a family.

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For the HCVP, the minimum payment standard will be 90% of the FMR and the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

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

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

11.3.1 Setting the Payment Standard

The statute requires that the payment standard be set by the Housing Authority at between 90 and 110% of the FMR without HUD's prior approval. The Greensboro Housing Authority will review its determination of the payment standard annually after publication of the FMRs. If the current payment standards are within the basic range (90% to 110%) of the new FMRs, the new payment standards will not become effective until three (3) months after their adoption. The Greensboro Housing Authority will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of housing choice voucher holders in finding units, and the percentage of annual income families are paying for rent under the Housing Choice Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units located only in poverty-impacted neighborhoods, or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships. The objective is to allow families a reasonable selection of modest, decent, and safe housing in a range of neighborhoods.

The Greensboro Housing Authority may establish a higher payment standard (although still within 110% of the published fair market rent) as a reasonable accommodation for a family that includes people with disabilities. With approval of the HUD Field Office, the payment standard can go to 120%.

If a higher payment standard is needed as a reasonable accommodation, the Greensboro Housing Authority shall submit the following to HUD:

- A. A statement from a health care provider regarding the nature of the disabled person's disability/ies and the features of the unit (which may include its location) which meet that person's needs.
- B. The contract rent and utility allowance for the unit.
- C. A statement from the agency that it has determined the rent for the unit is reasonable, and that the unit has the feature/s required to meet the needs of the person with disabilities as noted in the statement from the health care provider.

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D. The household's monthly adjusted income.

E. The FMR for the unit size for which the family is eligible.

F. Proposed effective date of the new lease or actual effective date of the lease renewal.

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

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

Before increasing any payment standard, the Housing Authority will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds will continue to be available to assist families in the program.

11.3.2 Selecting the Correct Payment Standard for a Family

- A. For the housing choice voucher tenancy, the payment standard for a family is the lower of:
 - 1. The payment standard for the family unit size; or
 - 2. The payment standard for the unit size rented by the family.
- B. If the unit rented by a family is located in an exception rent area, the Housing Authority will use the appropriate payment standard for the exception rent area.
- C. During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:
 - 1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or
 - 2. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
- D. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.

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- E. If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual reexamination.

11.3.3 Area Exception Rents

In order to help families find housing outside areas of high poverty or when housing choice voucher holders are having trouble finding housing for lease under the program, the Housing Authority may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. The Housing Authority may request one such exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types. The exception payment standard area(s) may not contain more than 50% of the population of the FMR area.

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

11.4 ASSISTANCE AND RENT FORMULAS

A. Total Tenant Payment

The total tenant payment is equal to the highest of:

1. 10% of monthly income
2. 30% of adjusted monthly income
3. Minimum rent
4. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage.

Plus any rent above the payment standard.

B. Minimum Rent.

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The Greensboro Housing Authority has set the minimum rent at \$50. However, if the family requests a hardship exemption, the Greensboro Housing Authority will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:
 - a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program 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;
 - b. When the family would be evicted because it is unable to pay the minimum rent;
 - c. When the income of the family has decreased because of changed circumstances, including loss of employment; and
 - d. When a death has occurred in the family.
2. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Authority for the time of suspension.
3. Temporary hardship. If the Housing Authority determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the month following the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a reasonable repayment agreement for any minimum rent back payment paid by the Housing Authority on the family's behalf during the period of suspension.
4. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

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

C. Housing Choice Preservation Vouchers

1. Payment Standard

- a. The payment standard is the lower of:
 - i. The payment standard amount for the appropriate family unit size; or
 - ii. The payment standard amount for the size of the dwelling unit actually rented by the family.
- b. If the dwelling unit is located in an exception area, the Greensboro Housing Authority will use the appropriate payment standard for the exception area.
- c. During the HAP contract term, the payment standard for the family is the higher of:
 - i. The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraph (1)(a) or (1)(b) of this section, minus any amount by which the initial rent to the owner exceeds the current rent to the owner; or
 - ii. The payment standard as determined in accordance with paragraph (1)(a) or (1)(b) of this section, as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
- d. At the next regular reexamination following a change in family composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:
 - i. Paragraph (c)(i) of this section does not apply; and
 - ii. The new family unit size must be used to determine the payment standard.

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2. The Greensboro Housing Authority will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:
 - a. The payment standard minus the total tenant payment; or
 - b. The gross rent minus the total tenant payment.

D. Manufactured Home Space Rental: Housing Choice Vouchers

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

E. Rent for Families under the Non-citizen Rule

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

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

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

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

11.5 HOUSING AUTHORITY MISTAKES IN CALCULATING RENT

If the Greensboro Housing Authority makes a mistake in calculating a resident's rent contribution and overcharges the resident, the resident shall receive a refund for the amount of the mistake going back a maximum of twenty-four (24) months. The refund shall be given to the resident as soon as practical or credited to the resident's account, whichever the resident desires unless the resident owes the Housing Authority money in which case the debt shall be offset to the degree possible before the resident chooses between the two refund methods.

11.6 UTILITY ALLOWANCE

The Housing Authority maintains a utility allowance schedule for all tenant-paid utilities (except telephone and cable television), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse)).

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the Housing Authority uses normal patterns of consumption for the community as a whole and current utility rates.

The Housing Authority reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The Housing Authority maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Tenants may review this information at any time by making an appointment with the Housing Authority.

The Housing Authority uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the Housing Authority subsidy standards).

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At each reexamination, the Housing Authority applies the utility allowance from the most current utility allowance schedule.

The Housing Authority will approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

The utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant. The Housing Authority has the option to pay the utility allowance directly to a utility supplier.

11.7 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT

The Housing Authority pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made within 10 business days of when due after the first two months of the HAP contract term, the owner may charge the Greensboro Housing Authority a late payment, agreed to in the Contract and in accordance with generally accepted practices in the Greensboro jurisdiction if the following conditions apply:

- A. It is the owner's practice to charge such penalties for assisted and unassisted tenants; and
- B. The owner also charges such penalties against the tenant for late payment of family rent to owner.

Late charges will not be paid when the reason for the lateness is attributable to factors beyond the control of the Greensboro Housing Authority.

A housing assistance payment is considered made upon being mailed by the Greensboro Housing Authority.

Unless otherwise terminated, the housing assistance payment contract shall end 180 calendar days after the last housing assistance payment is made.

11.8 CHANGE OF OWNERSHIP

The Greensboro Housing Authority requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the Greensboro

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Housing Authority's rent payment or the address as to where the rent payment should be sent.

In addition, the Greensboro Housing Authority requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

- A. Deed of Trust showing the transfer of title; and
- B. Tax Identification Number or Social Security Number.

New owners will be required to execute IRS form W-9. The Greensboro Housing Authority may withhold the rent payment until the taxpayer identification number is received.

12.0 INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS

The Greensboro Housing Authority will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the **HCV**, unless the HQS is met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS.

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The Greensboro Housing Authority must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class or bulk mail. If the family cannot be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable the Housing Authority to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, the Greensboro Housing Authority will only schedule one more inspection. If the family misses two inspections, the Greensboro Housing Authority will consider the family to have violated a Family Obligation and their assistance will be terminated.

12.1 TYPES OF INSPECTIONS

There are six types of inspections the Greensboro Housing Authority will perform:

- A. Initial Inspection - An inspection that must take place to insure that the unit passes HQS before assistance can begin.
- B. Annual Inspection - An inspection to determine that the unit continues to meet HQS.

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- C. Complaint Inspection - An inspection caused by the Authority receiving a complaint on the unit by anyone.
- D. Special Inspection - An inspection caused by a third party, i.e., HUD needing to view the unit.
- F. Quality Control Inspection - Supervisory inspections based on at least the minimum number required by the HCVP Management Assessment Program (SEMAP).

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 E. Move Out Inspection (if applicable) - An inspection required for units in service before October 2, 1995, and optional after that date. These inspections document the condition of the unit at the time of the move-out.¶

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12.2 OWNER AND FAMILY RESPONSIBILITY

- A. Owner Responsibility for HQS
 - 1. The owner must maintain the unit in accordance with HQS.
 - 2. If the owner fails to maintain the dwelling unit in accordance with HQS, the Greensboro Housing Authority will take prompt and vigorous action to enforce the owner obligations. The Greensboro Housing Authority's remedies for such breach of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.
 - 3. The Greensboro Housing Authority will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the Greensboro Housing Authority and the Greensboro Housing Authority verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than 30 calendar days (or any Greensboro Housing Authority approved extension).
 - 4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, the Greensboro Housing Authority may terminate assistance to a family because of the HQS breach caused by the family.
- B. Family Responsibility for HQS
 - 1. The family is responsible for a breach of the HQS that is caused by any of the following:
 - a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;

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- b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
 - c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).
2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any Greensboro Housing Authority approved extension).
 3. If the family has caused a breach of the HQS, the Greensboro Housing Authority will take prompt and vigorous action to enforce the family obligations. The Greensboro Housing Authority may terminate assistance for the family in accordance with 24 CFR 982.552.

12.3 HOUSING QUALITY STANDARDS (HQS) 24 CFR 9 82.401

This Section states performance and acceptability criteria for these key aspects of the following housing quality standards:

A. Sanitary Facilities

1. Performance Requirement

The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

2. Acceptability Criteria

- a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.
- b. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.
- c. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.
- d. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

B. Food Preparation and Refuse Disposal

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1. Performance Requirements
 - a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
 - b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).
2. Acceptability Criteria
 - a. The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.
 - b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.
 - c. The dwelling unit must have space for the storage, preparation, and serving of food.
 - d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

C. Space and Security

1. Performance Requirement

The dwelling unit must provide adequate space and security for the family.

2. Acceptability Criteria

- a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
- b. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex,

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other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

- c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.
- d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

D. Thermal Environment

1. Performance Requirement

The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

2. Acceptability Criteria

- a. There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.
- b. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

E. Illumination and Electricity

1. Performance Requirement

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

2. Acceptability Criteria

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- a. There must be at least one window in the living room and in each sleeping room.
- b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.
- c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

F. Structure and Materials

1. Performance Requirement

The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

2. Acceptability Criteria

- a. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.
- b. The roof must be structurally sound and weather tight.
- c. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.
- d. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.
- e. Elevators must be working and safe.

G. Interior Air Quality

1. Performance Requirement

The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

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2. Acceptability Criteria

- a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
- b. There must be adequate air circulation in the dwelling unit.
- c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation.
- d. Any room used for sleeping must have at least one window. If the window is designed to be opened, the window must work.

H. Water Supply

1. Performance Requirement

The water supply must be free from contamination.

2. Acceptability Criteria

The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

I. Lead-based Paint

1. Performance Requirement

The Lead-Based Paint Poisoning Prevention Act, the Tenantial Lead-Based Paint Hazard Reduction Act of 1992, and implementing regulations at part 35, subparts A, B, M, and R of this title apply to units assisted under this part.

2. Acceptability Criteria

The requirements apply to dwelling units built prior to 1978 that are occupied or can be occupied by families with children under six years of age, excluding zero bedroom dwellings.

During initial and annual inspections of pre-1978 units that are occupied or will be occupied by families with children under six years of age, the inspector must conduct a visual assessment for deteriorated paint surfaces and the owner must stabilize deteriorated surfaces. Applicable areas include painted surfaces within the dwelling unit, exterior painted surfaces

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associated with the dwelling unit, and common areas of the building through which tenants must pass to gain access to the unit and areas frequented by tenant children under six years of age, including play areas and child care facilities.

For units occupied by environmental intervention blood lead level (lead poisoned) children under six years of age, a risk assessment must be conducted (paid for by the PHA), and the owner must complete hazard reduction activities if lead hazards are identified during the risk assessment.

J. Access

1. Performance Requirement

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

2. Acceptability Criteria

The unit must have private access.

In case of fire, the building must contain an alternate means of exit such as fire stairs, or windows, including use of a ladder for windows above the ground floor.

K. Site and Neighborhood

1. Performance Requirement

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

2. Acceptability Criteria

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

L. Sanitary Condition

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1. Performance Requirement

The dwelling unit and its equipment must be in sanitary condition.

2. Acceptability Criteria

The dwelling unit and its equipment must be free of vermin and rodent infestation.

M. Smoke Detectors

1. Performance Requirements

Except as provided in paragraph b below of this Section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993, in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit)

12.4 EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA

The Greensboro Housing Authority will utilize the acceptability criteria as outlined above with applicable State and local codes. Additionally, the Greensboro Housing Authority has received HUD approval to require the following additional criteria:

- A. In each room, there will be at least one exterior window that can be opened and that contains a screen.
- B. Adequate heat shall be considered to be 68 degrees.

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- C. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.
- D. A 3/4" overflow pipe must be present on the hot water heater safety valves and installed down to within 6 inches of the floor.

12.5 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS

A. Correcting Initial HQS Fail Items

The Greensboro Housing Authority will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within 7 to 10 working days) upon receipt of a Request for Tenancy Approval. The owner and tenant will be notified in writing of the results of the inspection. If the unit fails HQS, the owner will be advised to notify the Greensboro Housing Authority to reschedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to 30 calendar days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the HQS requirements.

B. HQS Fail Items for Units under Contract

The owner or tenant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item list in Section 12. 7), the owner or tenant will be given 24 hours to correct the violations. For less serious failures, the owner or tenant will be given up to 30 calendar days to correct the failed item(s).

If the owner fails to correct the HQS failed items after proper notification has been given, the Greensboro Housing Authority will abate payment and terminate the contract in accordance with Sections 12. 8 and 17.0

If the tenant fails to correct the HQS failed items that are family-caused after proper notification has been given, the Greensboro Housing Authority will terminate assistance for the family in accordance with Sections 12.2(B) and 17.0.

C. Time Frames for Corrections

1. Emergency repair items must be abated within 24 hours.
2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be abated within 72 hours.

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3. Non-emergency items must be completed within 10 calendar days of the initial inspection.
4. For major repairs, the owner will have up to 30 calendar days to complete. An inspector may approve an extension beyond 30 days for good cause.

D. Extensions

At the sole discretion of the Greensboro Housing Authority, extensions of up to 30 calendar days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within 60 calendar days after the initial inspection date, the Greensboro Housing Authority will abate the rent and cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks.

12.6 **EMERGENCY FAIL ITEMS**

The following items are to be considered examples of emergency items that need to be abated within 24 hours:

- A. No hot or cold water
- B. No electricity
- C. Inability to maintain adequate heat when outside temperature is below 40 degrees
- D. Major plumbing leak
- E. Natural gas, propane, or LP gas leak
- F. Broken lock(s) on first floor doors or windows
- G. Broken windows that unduly allow weather elements into the unit
- H. Electrical outlet smoking or sparking
- I. Exposed electrical wires which could result in shock or fire
- J. Unusable toilet when only one toilet is present in the unit
- K. Security risks such as broken doors or windows that would allow intrusion
- L. Waterlogged ceilings in eminent danger of falling

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- M. Other conditions which pose an immediate threat to health or safety

12.7 ABATEMENT

When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within the required timeframe, the rent for the dwelling unit will be abated as of the first day of the next month.

If the corrections of deficiencies are not made, the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, the Greensboro Housing Authority will end the abatement the day the unit passes inspection. Rent will resume the day the unit passes inspection and be paid the first day of the next month.

For tenant caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The tenant is held to the same standard and timeframes for correction of deficiencies as owners. If repairs are not completed by the deadline, the Greensboro Housing Authority will send a notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an informal hearing.

HAP contracts will be terminated after giving the owner thirty (30) calendar days notice from the first day of a month. It will be sent with the Notice of Abatement. Termination will end any abatement action.

13.0 RECERTIFICATION

13.1 CHANGES IN LEASE OR RENT

If the tenant and owner agree to any changes in the lease, all changes must be in writing, and the owner must immediately give the Greensboro Housing Authority a copy of the changes. The lease, including any changes, must be in accordance with this Administrative Plan.

Owners must notify the Greensboro Housing Authority of any changes in the amount of the rent at least sixty (60) calendar days before the changes go into effect. Any such changes are subject to the Greensboro Housing Authority determining them to be reasonable.

Assistance shall not be continued unless the Greensboro Housing Authority has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner if any of the following changes are made:

- A. Requirements governing tenant or owner responsibilities for utilities or appliances;

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- B. In the lease terms reducing the length of the lease;
- C. If the tenant moves to a new unit, even if the unit is in the same building or complex.

The approval of the Greensboro Housing Authority is not required for changes other than those specified in A, B, or C above.

13.2 ANNUAL REEXAMINATION

At least annually (within 365 calendar days of the anniversary date of the HAP contract) the Greensboro Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

The Greensboro Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment. The letter includes forms for the family to complete in preparation for the interview.

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

Upon receipt of verification, the Greensboro Housing Authority will determine the family's annual income and will calculate their family share.

13.2.1 Effective Date of Rent Changes for Annual Reexaminations

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

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

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

13.2.2 Missed Appointments

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview.

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The letter will also advise that failure by the family to attend the second scheduled interview will result in the Greensboro Housing Authority taking action to terminate the family's assistance. If there is no response to the second letter, a termination notice will be issued to both the family and the owner. The termination notice will inform the family of its right to request an informal hearing.

13.3 *INTERIM REEXAMINATIONS*

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

Families will be required to report any increase in income or decreases in allowable expenses between annual reexaminations.

Families are required to report the following changes to the Greensboro Housing Authority within 10 business days between regular reexaminations. These changes will trigger an interim reexamination.

- A. An increase in income of \$40 per month or above must be reported within 10 days of its occurrence.
- B. A member has been added to the family through birth or adoption or court-awarded custody.
- C. A household member is leaving or has left the family unit.
- D. Family break-up

In circumstances of a family break-up, the Greensboro Housing Authority will make a determination of which family member will retain the housing choice voucher, taking into consideration the following factors:

- 1. To whom the housing choice voucher was issued.
- 2. The interest of minor children or of ill, elderly, or disabled family members.
- 3. Whether the assistance should remain with the family members remaining in the unit.
- 4. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, the Greensboro Housing

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Authority will be bound by the court's determination of which family members continue to receive assistance in the program.

Because of the number of possible different circumstances in which a determination will have to be made, the Greensboro Housing Authority will make determinations on a case-by-case basis.

The Greensboro Housing Authority will issue a determination within 10 business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 16.3.

In order to add a household member other than through birth, adoption, or court awarded custody (including a live-in aide) the family must request that the new member be added to the household. A resident requesting a live-in aide will be required to provide verification of the need for a live-in aide. Before adding the new member to the lease, the individual must complete an interim form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security Number if they have one, and must verify their citizenship/eligible immigrant status (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The new family member will go through the screening process similar to the process for applicants. The Greensboro Housing Authority will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, the Greensboro Housing Authority will grant approval to add their name to the household. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 14.3.3.

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Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Greensboro Housing Authority will take timely action to process the interim reexamination and recalculate the family share.

13.3.1 Zero Income Requirements

A. When families report zero income and have no income excluded for rent computation, GHA has an obligation to pursue verification of income that reflects the family's lifestyle. One method is to examine the family's circumstances every 30-60 days until they have a stable income. Families reporting zero income will be scheduled for a conference with the specialist. Zero income families will be required to document on the Zero Income Integrity Information form expenses for: telephone, cable TV, food, clothing, transportation, health care, child care, debts, household items, etc. and whether any of these costs are being paid by an individual outside the family.

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If there is no excluded income, the specialist must determine how the family is maintaining their lifestyle when the family's regular expenditures conflict with their claim of zero income.

13.3.2 Special Reexaminations

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, the Greensboro Housing Authority may schedule special reexaminations every 60 calendar days until the income stabilizes and an annual income can be determined.

13.3.3 Effective Date of Rent Changes Due to Interim or Special Reexaminations

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

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

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

14.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE GREENSBORO HOUSING AUTHORITY

The Greensboro Housing Authority **may at any time** terminate program assistance for a participant because of any of the following actions or inactions by the household:

- A. If the family violates any family obligations under the program;
- B. If the family was evicted from housing assisted under the HCVP for serious violations of the lease;
- C. If a family member fails to sign and submit consent forms;
- D. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the XYZ Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their HCVP unit, the family's

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assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination;

- E. Have a household member who is currently engaging in illegal use of a drug;
- F. Have a household member whose pattern of illegal drug use interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- G. Have a household member who has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing;
- H. Have a household member who is subject to a lifetime registration requirement under a State sex offender registration program;
- I. If any member of the family commits drug-related or violent criminal activity in violation of Section 4.7 of this Administrative Plan and 24 CFR 982.551;
- J. Have a household member whose abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;

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The Greensboro Housing Authority **must** terminate program assistance for a participant because of any of the following actions or inactions by the household:

- K. Have a household member who is a fugitive felon, parole violator or person fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;
- L. Have a family member who violates any family obligations under the program;
- M. Have a family member who has been evicted from federally assisted housing in the last five years;
- N. Have a family member that Greensboro Housing Authority has ever terminated assistance for under the program;
- O. Have a family member that has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- P. Currently owes rent or other amounts to the Greensboro Housing Authority as a result of unreported income in excess of \$2,400 annually, or \$200 monthly, and refuses to sign a repayment agreement to the Greensboro Housing Authority in connection with HCVP or public housing assistance under the 1937 Act;

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- Q. Have not reimbursed any Greensboro Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
- R. Have breached an agreement with Greensboro Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority;
- S. If a family participating in the Family Self-Sufficiency Program fails to comply, without good cause, with the family's FSS Contract of Participation;
- T. Have engaged in or threatened abusive or violent behavior towards any Greensboro Housing Authority staff member or resident;

For purposes of this section, the Greensboro Housing Authority may terminate assistance for criminal activity by a household member as authorized in this section if the Greensboro Housing Authority determines, based on a preponderance of the evidence, that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted of such activity.

If the Greensboro Housing Authority proposes to terminate assistance for criminal activity as shown by a criminal record, the Greensboro Housing Authority will notify the household of the proposed action to be based on the information and must provide the person with the criminal record (i.e., the family member) and the head of household with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record, in accordance with the procedures established for the Informal Hearing for Participants. The household will have ten (10) calendar days to dispute the accuracy and relevance of the record in writing.

Any family absent from the assisted unit for more than 180 consecutive calendar days (180 is the maximum) must be terminated from the program.

In circumstances of a family break-up, the Greensboro Housing Authority will make a determination of which family member will retain the housing choice voucher, taking into consideration the following factors:

- A. To whom the housing choice voucher was issued.
- B. The interest of minor children or of ill, elderly, or disabled family members.
- C. Whether the assistance should remain with the family members remaining in the unit.
- D. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

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If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, ~~GHA~~ will be bound by the court's determination of which family members continue to receive assistance in the program.

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Violence Against Women

An incident or incidents or 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 rights of the victim of such violence. See Chapter 26 for GHA's policy regarding the Violence Against Women Act (VAWA).

15.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR TENANTS

15.1 COMPLAINTS

The Greensboro Housing Authority will investigate and respond to complaints by tenant families, owners, and the general public. The Greensboro Housing Authority may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible.

15.2 INFORMAL REVIEW FOR THE APPLICANT

A. Informal Review for the Applicant

The Greensboro Housing Authority will give an applicant for participation in the ~~Housing Choice Voucher~~ prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the Greensboro Housing Authority decision. The notice will state that the applicant may request an informal review within ~~10~~ business days of the denial and will describe how to obtain the informal review.

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B. When an Informal Review is not Required

The Greensboro Housing Authority will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under the Greensboro Housing Authority subsidy standards.

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2. A Greensboro Housing Authority determination not to approve an extension or suspension of a certificate or housing choice voucher term.
3. A Greensboro Housing Authority determination not to grant approval to lease a unit under the program or to approve a proposed lease.
4. A Greensboro Housing Authority determination that a unit selected by the applicant is not in compliance with HQS.
5. A Greensboro Housing Authority determination that the unit is not in accordance with HQS because of family size or composition.
6. General policy issues or class grievances.
7. Discretionary administrative determinations by the Greensboro Housing Authority.

C. Informal Review Process

The Greensboro Housing Authority will give an applicant an opportunity for an informal review of the Greensboro Housing Authority decision denying assistance to the applicant. The procedure is as follows:

1. The review will be conducted by any person or persons designated by the Greensboro Housing Authority other than the person who made or approved the decision under review or a subordinate of this person.
2. The applicant will be given an opportunity to present written or oral objections to the Greensboro Housing Authority decision.
3. The Greensboro Housing Authority will notify the applicant of the Greensboro Housing Authority decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Considering Circumstances

In deciding whether to deny assistance to an applicant because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of assistance for other family members, a requirement that family members who participated in or were

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culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a tenant family to receive assistance.

If the Housing Authority seeks to deny assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to deny assistance for these reasons the Greensboro Housing Authority will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

E. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The applicant family may request that the Greensboro Housing Authority provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The applicant family must make this request within 30 calendar days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 calendar days of receipt of the INS appeal decision.

For applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 30 calendar days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision to request the review.

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15.3 INFORMAL HEARINGS FOR PARTICIPANTS

A. When a Hearing is Required

1. The Greensboro Housing Authority will give a participant family an opportunity for an informal hearing to consider whether the following Greensboro Housing Authority decisions relating to the individual circumstances of a tenant family are in accordance with the law, HUD regulations, and Greensboro Housing Authority policies:

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- a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
 - b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the Greensboro Housing Authority utility allowance schedule.
 - c. A determination of the family unit size under the Greensboro Housing Authority subsidy standards.
 - d. A determination to terminate assistance for a tenant family because of the family's action or failure to act.
 - e. A determination to terminate assistance because the tenant family has been absent from the assisted unit for longer than the maximum period permitted under the Greensboro Housing Authority policy and HUD rules.
2. In cases described in paragraphs 16.3(A)(1)(d), (e), and (f) of this Section, the Greensboro Housing Authority will give the opportunity for an informal hearing before the Greensboro Housing Authority terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not Required

The Greensboro Housing Authority will not provide a tenant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by the Greensboro Housing Authority.
2. General policy issues or class grievances.
3. Establishment of the Greensboro Housing Authority schedule of utility allowances for families in the program.
4. A Greensboro Housing Authority determination not to approve an extension or suspension of a housing choice voucher term.
5. A Greensboro Housing Authority determination not to approve a unit or lease.
6. A Greensboro Housing Authority determination that an assisted unit is not in compliance with HQS. (However, the Greensboro Housing Authority

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will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)

7. A Greensboro Housing Authority determination that the unit is not in accordance with HQS because of the family size.
8. A determination by the Greensboro Housing Authority to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family

1. In the cases described in paragraphs 16.3(A)(1)(a), (b), and (c) of this Section, the Greensboro Housing Authority will notify the family that the family may ask for an explanation of the basis of the Greensboro Housing Authority's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.
2. In the cases described in paragraphs 16.3(A)(1)(d), (e), and (f) of this Section, the Greensboro Housing Authority will give the family prompt written notice that the family may request a hearing within 5 business days of the notification. The notice will:
 - a. Contain a brief statement of the reasons for the decision; and
 - b. If the family does not agree with the decision, the family may request an informal hearing on the decision within 5 business days of the notification.

D. Hearing Procedures

The Greensboro Housing Authority and tenants will adhere to the following procedures:

1. Discovery
 - a. The family will be given the opportunity to examine before the hearing any Greensboro Housing Authority documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If the Greensboro Housing Authority does not make the document(s) available for examination on request of the family, the Greensboro Housing Authority may not rely on the document(s) at the hearing.
 - b. The Greensboro Housing Authority will be given the opportunity to examine, at the Greensboro Housing Authority's offices before the hearing, any family documents that are directly relevant to the

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hearing. The Greensboro Housing Authority will be allowed to copy any such document at the Greensboro Housing Authority's expense. If the family does not make the document(s) available for examination on request of the Greensboro Housing Authority, the family may not rely on the document at the hearing.

Note: The term **document** includes records and regulations.

2. Representation of the Family

At its own expense, a lawyer or other representative may represent the family.

3. Hearing Officer

- a. The hearing will be conducted by any person or persons designated by the Greensboro Housing Authority, other than a person who made or approved the decision under review or a subordinate of this person.
- b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with the Greensboro Housing Authority hearing procedures.

4. Evidence

The Greensboro Housing Authority and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

5. Issuance of Decision

The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

6. Effect of the Decision

The Greensboro Housing Authority is not bound by a hearing decision:

- a. Concerning a matter for which the Greensboro Housing Authority is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority of the

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person conducting the hearing under the Greensboro Housing Authority hearing procedures.

- b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
- c. If the Greensboro Housing Authority determines that it is not bound by a hearing decision, the Greensboro Housing Authority will notify the family within 14 calendar days of the determination, and of the reasons for the determination.

E. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a tenant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Greensboro Housing Authority will consider evidence of whether the household member:

- 1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
- 2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
- 3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

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F. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The tenant family may request that the Greensboro Housing Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the tenant family within 30 calendar days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 calendar days of receipt of the INS appeal decision.

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

16.0 TERMINATION OF THE LEASE AND CONTRACT

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by the Greensboro Housing Authority. Under some circumstances the contract automatically terminates.

A. Termination of the Lease

1. By the family

The family may terminate the lease without cause upon proper notice to the owner and to the Greensboro Housing Authority after the initial lease term. The length of the notice that is required is stated in the lease (generally 30 calendar days).

2. By the owner

a. The owner **must** terminate the lease during its term on the following grounds:

- i. Serious or repeated violations of the terms or conditions of the lease;
- ii. Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and its premises;
- iii. Criminal activity, or alcohol abuse by the household, a guest, or another person under the control of the household

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that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;

- iv. Any drug-related or violent criminal activity on or near the premises;
- v. Other good cause. Other good cause may include, but is not limited to the following. These are **NOT** grounds for termination during the initial term:
 - (1) Failure by the family to accept the offer of a new lease;
 - (2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
 - (3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a tenant rental unit;
 - (4) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.
- b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do including:
 - Disturbing neighbors
 - Destroying property or engaging in activities that result in damage to unit or premises, and
 - Carrying out living or housekeeping habits that causes damage to unit or premises.
- c. The owner may only evict the tenant by instituting court action after or simultaneously providing written notice to the tenant specifying the grounds for termination. The owner must give the Greensboro Housing Authority a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.
- d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

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3. By mutual agreement

The family and the owner may at any time mutually agree to terminate the lease.

B. Termination of the Contract

1. Automatic termination of the contract

- a. If the Greensboro Housing Authority terminates assistance to the family, the contract terminates automatically.
- b. If the family moves out of the unit, the contract terminates automatically.
- c. 180 calendar days after the last housing assistance payment to the owner.
- d. The owner evicts the family.

2. Termination of the contract by the owner

The owner may only terminate tenancy in accordance with the lease and State and local law.

3. Termination of the HAP contract by the Greensboro Housing Authority

The Housing Authority **may** terminate the HAP contract because:

- a. The unit does not meet HQS space standards because of an increase in family size or change in family composition.
- b. When the family breaks up and the Greensboro Housing Authority determines that the family members who move from the unit will continue to receive the assistance.
- c. The Greensboro Housing Authority determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.
- d. The owner has breached the contract in any of the following ways:
 - i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.

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- ii. If the owner has violated any obligation under any other housing assistance payments contract under ~~HCV~~ of the 1937 Act.
- iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal Housing Choice Voucher Program.
- iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement.
- v. If the owner has engaged in drug-related or violent criminal activity.

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The Greensboro Housing Authority **must** terminate the HAP contract because:

- iv. A family fails to sign or submit consent forms for obtaining information on family status as part of the reexamination process;
 - v. The family fails to declare citizenship or provide documentation of eligible non-citizen status within required time frames;
 - vi. The family is evicted from housing assisted by the program for a serious or repeated violation of the lease;
 - vii. Any household member is engaged in drug-related or violent criminal behavior;
 - viii. Any household member has ever been convicted for manufacturing or production of methamphetamine on the premises of federally assisted housing;
 - ix. A family member is fleeing to avoid prosecution, custody, or confinement after conviction for a crime or an attempt to commit a crime that is a felony.
- e. If a welfare-to-work family fails to fulfill its obligations under the welfare-to-work housing choice voucher program.

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4. Final HAP payment to owner

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, the Housing Authority will continue to make payments until the owner obtains a judgment or the family moves out.

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17.0 CHARGES AGAINST THE HCVP ADMINISTRATIVE FEE RESERVE

Occasionally, it is necessary for the Greensboro Housing Authority to spend money from its HCVP Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with federal and State law.

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The Greensboro Housing Authority Board of Commissioners authorizes the Executive Director to expend without prior Board approval up to \$40,000 or such other amount as established in the GHA Procurement Policy for authorized expenditures.

Any item(s) exceeding the established amount will require prior Board of Commissioner approval before any charge is made against the HCVP Administrative Fee Reserve.

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18.0 INTELLECTUAL PROPERTY RIGHTS

No program receipts may be used to indemnify contractors or subcontractors of the Greensboro Housing Authority against costs associated with any judgment of infringement of intellectual property rights.

19.0 GREENSBORO HOUSING AUTHORITY OWNED HOUSING

Units owned by the Greensboro Housing Authority and not receiving subsidy under any other program are eligible housing units for Housing Choice voucher holders. In order to comply with Federal regulation, the Greensboro Housing Authority will do the following:

- A. The Greensboro Housing Authority will make available through the briefing process both orally and in writing the availability of Greensboro Housing Authority owned units (notification will also include other properties owned/managed by the private sector available to Housing Choice voucher holders).
- B. The Greensboro Housing Authority will obtain the services of an independent entity to perform the following Greensboro Housing Authority functions:

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1. Determine rent reasonableness for the unit. The independent entity will communicate the rent reasonableness determination to the family and the Greensboro Housing Authority.
 2. To assist the family in negotiating the rent.
 3. To inspect the unit for compliance with HQS.
- C. The Greensboro Housing Authority will gain HUD approval for the independent agency/agencies utilized to perform the above functions.
- D. The Greensboro Housing Authority will compensate the independent agency/agencies from our ongoing administrative fee income.
- D. The Greensboro Housing Authority, or the independent agency/agencies, will not charge the family any fee or charge for the services provided by the independent agency.

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20.0 QUALITY CONTROL OF THE HCVP

In order to maintain the appropriate quality standards for the HCVP, the Greensboro Housing Authority will annually review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished by a supervisor or another qualified person other than the one originally responsible for the work or someone subordinate to that person. The number of files and/or records checked shall be at least equal to the number specified in the HCVP Management Assessment Program (SEMAP) for our size housing authority.

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Among the areas that shall have quality control reviews are the following:

- A. The proper people were selected from the waiting list and their selection criteria were actually met by the applicants.
- B. The determination of rent reasonableness.
- C. Tenants are paying the appropriate rent and their income and expenses were properly verified both upon admission and re-certification.
- D. HQS inspections were properly made.
- E. HQS deficiencies were properly followed up on and appropriate repairs were made in a timely manner.

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If significant errors are found during a quality control review, then appropriate training shall be immediately conducted for the person or persons who made the errors and that person shall correct all of his or her errors.

21.0 HOMEOWNERSHIP OPTION

21.1 PURPOSE

The Greensboro Housing Authority's homeownership option is designed to promote and support homeownership by a "first-time" homeowner -- a family that meets the definition in this Plan. It allows one or more members of the family to purchase a home. Section 8 payments supplement the family's own income to facilitate the transition from rental to homeownership. The initial availability of these assistance payments helps the family pay the costs of homeownership, and may provide additional assurance for a lender, so that the family can finance purchase of the home.

The HCVP homeownership assistance for a cooperative homeowner, is specifically authorized for both families that are first time cooperative homeowners and families that owned its cooperative unit prior to receiving HCV assistance.

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21.2 FAMILY PARTICIPATION REQUIREMENTS

- A. In order to assure a successful transition from rental to homeownership, this program shall be open only to those who have been assisted by the HCVP rental assistance program for at least twelve months. During this period (the previous twelve months), all program requirements will have been complied with.
- B. Only 50 of the Greensboro Housing Authority's housing choice vouchers shall be utilized at any one time.
- C. The family is qualified to participate as set forth in Section 21.3 of this policy.
- D. The unit to be purchased is eligible as set forth in Section 21.4 of this policy.
- E. The family has satisfactorily completed the required pre-assistance homeownership counseling.
- F. If located in a special flood hazard area, the purchaser has obtained flood insurance on the home and agrees to maintain this insurance.

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21.3 FAMILY ELIGIBILITY REQUIREMENTS

- A. The family has been admitted to the HCVP and desires to participate in the homeownership program.
- B. At the commencement of homeownership assistance the family must be one of the following:
1. A first-time homeowner;
 2. A cooperative member; or
 3. A family of which a family member is a person with disabilities, and the use of the homeownership option is needed as a reasonable accommodation so that the program is readily accessible to and usable by such person.
- C. At commencement of homeownership assistance for the family, the family must demonstrate that its total annual income (gross income), as determined by the Greensboro Housing Authority, of all the adult family members who will own the home at commencement of homeownership assistance is not less than the \$15,000 per year, except in the case of an elderly or disabled family where this minimum income will be equal to the Federal Supplement Security Income (SSI) benefit for an individual living alone, multiplied by twelve.

Except in the case of an elderly family or a disabled family, the Greensboro Housing Authority shall not count any welfare assistance received by the family in determining annual income under this section.

The disregard of welfare assistance income under the preceding paragraph only affects the determination of minimum annual income used to determine if a family initially qualifies for commencement of homeownership assistance in accordance with this section, but does not affect:

1. The determination of income-eligibility for admission to the Housing Choice Voucher Program;
2. Calculation of the amount of the family's total tenant payment (gross family contribution); or
3. Calculation of the amount of homeownership assistance payments on behalf of the family.

In the case of an elderly family or a disabled family, welfare assistance shall be counted in determining annual income.

- D. The family must demonstrate that one or more adult members of the family who

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will own the home at commencement of homeownership assistance:

1. Is currently employed on a full-time basis (the term “full-time employment” means not less than an average of 30 hours per week); and
2. Has been continuously so employed during the year before commencement of homeownership assistance for the family.

This requirement shall be considered fulfilled if:

1. The family member is self-employed and earning a net income (income after business expenses have been deducted) that equals \$15,000 per year; or
2. Any employment interruptions either were not the fault of the family member or were for less than 30 calendar days and caused by an effort to improve the family’s situation.

The employment requirement does not apply to an elderly family or a disabled family. Furthermore, if a family other than an elderly family or a disabled family, includes a person with disabilities, an exemption from the employment requirement shall be granted if the Greensboro Housing Authority determines that an exemption is needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

- E. The Greensboro Housing Authority shall not commence homeownership assistance for a family if any family member has previously received assistance under the homeownership option, and has defaulted on a mortgage securing debt incurred to purchase the home.
- F. Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.
- G. Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered a contract of sale.

21.4 ELIGIBLE UNITS

- A. Any unit that is eligible under the HCVP rental assistance program is eligible for this program except the restrictions against purchasing a unit owned by the housing authority or precluding a unit occupied by its owner or by a person with any interest in the dwelling unit are not applicable. The types of units eligible are:

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1. Single family dwellings;
2. Condominiums;
3. Cooperatives; and
4. Manufactured Housing with a permanent foundation
5. PHA-owned units

6. Units not yet under construction (see 21.4(G))

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- B. The unit must be either existing or under construction at the time the Greensboro Housing Authority determines that the family is eligible for homeownership assistance.
- C. The unit must be either a one-unit property or a single dwelling unit in a cooperative or condominium.
- D. The unit must satisfy the housing quality standards (HQS) and have been inspected by an independent inspector designated and paid for by the family.
- E. The seller cannot be someone who has been debarred, suspended, or is subject to a limited denial of participation by HUD.
- F. If the unit is owned by the Greensboro Housing Authority or by an entity substantially controlled by the Housing Authority, the following additional conditions must be met:
 1. The purchasing family must verify in writing that it is purchasing the units without any housing authority steering or pressure; and
 2. An independent agency, approved by HUD must perform the following functions for this type of sale:
 - a. Inspect the units for HQS compliance;
 - b. Review the independent inspection report;
 - c. Review the sales contract; and
 - d. Determine the reasonableness of the sale price and any housing authority provided financing.

G. The unit may not yet be under construction. If a unit is not under construction when the contract for sale is entered into then the following must be completed before assistance can begin:

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1. HUD must approve the environmental review;
2. The construction must be complete; and
3. The unit must pass an HQS inspection.

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21.5 *SEARCHING FOR A NEW HOME*

Because the financial health of the Greensboro Housing Authority's HCVP depends upon having units either under lease or being purchased, it is necessary for the Greensboro Housing Authority to limit the amount of time a family can take between the time a Housing Choice voucher is issued to the family and the time a home is identified that the family wishes to purchase. Normally, families will have up to sixty (60) calendar days to locate an appropriate property and notify the housing authority. If extraordinary difficulties are encountered, the family can request up to two (2) thirty (30) day extensions that may be granted at the sole discretion of the Greensboro Housing Authority. If an extension is requested and granted, the family will orally report to the housing authority every two weeks to update the Greensboro Housing Authority on the progress of its search.

Once a suitable property has been identified and an agreement to purchase contract entered into, the Greensboro Housing Authority will determine a maximum time in which the closing must occur and the family to take occupancy of the property. This time frame will vary depending on market conditions.

If the family is unable to locate a suitable home to purchase, it can request that the Housing Choice voucher be converted into a rental assistance housing choice voucher. This request must be made before the housing choice voucher expires. Approval of the request will be at the sole discretion of the Greensboro Housing Authority with the decision being based on the effort exerted by the family and the condition of the marketplace.

Additional time will be granted to a disabled family as a reasonable accommodation if justified by the family's actions and/or marketplace conditions.

21.6 *HOMEOWNERSHIP COUNSELING*

Before the commencement of homeownership assistance for a family, the family must attend and satisfactorily complete a pre-assistance homeownership and housing counseling program required by the Greensboro Housing Authority (pre-assistance counseling). If possible, the counseling will be conducted by a HUD-approved counseling agency. If this is not available, the housing authority shall make other arrangements for the pre-assistance counseling.

Among the topics to be covered in the PHA-required pre-assistance counseling program are:

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- A. Home maintenance (including care of the grounds);
- B. Budgeting and money management;
- C. Credit counseling;
- D. How to negotiate the purchase price of a home;
- E. How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing;
- F. How to find a home, including information about homeownership opportunities, schools, and transportation in the PHA jurisdiction;
- G. Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas;
- H. Information on fair housing, including fair housing lending and local fair housing enforcement agencies; and
- I. Information about the Real Estate Settlement Procedures Act (RESPA), state and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.

The Greensboro Housing Authority will also offer additional counseling after commencement of homeownership assistance (ongoing counseling). This counseling will be voluntary for all homeownership assistance recipients except those requesting their second, fourteenth and fifteenth years of assistance. The reason for this mandatory counseling is to make sure the families are either off to a good start or preparing for the termination of their assistance.

21.7 HOME INSPECTIONS

The Greensboro Housing Authority will not commence homeownership assistance for a family until it has inspected the unit and has determined that the unit passes HQS.

The unit must also be inspected by an independent professional inspector selected by and paid by the family. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems and components. The Greensboro Housing Authority may not require the family to use an independent inspector selected by the housing authority. The independent inspector may not be a housing authority employee or contractor, or other person under control of the

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housing authority. The independent inspector must be licensed by the State of North Carolina. It shall be the responsibility of the inspector to verify that her or she is licensed by the State of North Carolina.

The independent inspector must provide a copy of the inspection report both to the family and to the Greensboro Housing Authority. The housing authority will not commence homeownership assistance for the family until it has reviewed the inspection report of the independent inspector. Even if the unit otherwise complies with the HQS (and may qualify for assistance under the Greensboro Housing Authority's tenant-based rental housing choice voucher program), the housing authority shall have discretion to disapprove the unit for assistance under the homeownership option because of information in the inspection report.

21.8 CONTRACT OF SALE

Before commencement of homeownership assistance, a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give the Greensboro Housing Authority a copy of the contract of sale.

The contract of sale must:

- A. Specify the price and other terms of sale by the seller to the purchaser.
- B. Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser.
- C. Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser.
- D. Provide that the purchaser is not obligated to pay for any necessary repairs.
- E. Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation.

If the unit to be acquired is not yet under construction, the contract of sale must also include:

A. The purchaser is not obligated to purchase the unit unless an environmental review has been performed and the site has received environmental approval prior to commencement of construction in accordance with 24 CFR 982.628.

B. The construction will not commence until the environmental review has been completed and the seller has received written notice from Greensboro Housing Authority that environmental approval has been obtained. The Seller must realize that conducting the environmental review may not necessarily result in environmental approval, and

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environmental approval may be conditioned on the contracting parties' agreement to modifications to the unit design or to mitigation actions.

C. Commencement of construction in violation of the paragraph above voids the purchase contract and renders the HCVP homeownership assistance unavailable for the purchase of this unit.

21.9 FINANCING THE PURCHASE OF THE HOME

- A. A purchasing family must invest at least three percent of the purchase price of the home they are buying in the property. This can take the form of either a down payment, closing costs, or a combination of the two. Of this sum, at least one percent of the purchase price must come from the family's personal resources.
- B. The family must qualify for the mortgage loan under a lender's normal lending criteria taking into account the fact that this is by definition a low-income family.
- C. If the home is purchased using FHA mortgage insurance, it is subject to FHA mortgage insurance requirements.
- D. If the loan is financed either by the seller or a non-traditional mortgage lending institution or individual, the loan shall be subject to the review of the Greensboro Housing Authority. The housing authority may verify that there are no unusual or onerous requirements in the loan documents and that the mortgage is affordable to the purchasing family. Also, the lender must require that an appraisal of the property is conducted and the appraiser must determine that the property is worth at least as much as the purchaser is paying.
- E. Unless the purchaser can convince the Greensboro Housing Authority of unusual circumstances, no balloon payment mortgages or variable rate mortgages shall be allowed in the program.
- F. All mortgage loans must close within the period of time established by the Greensboro Housing Authority at the time the purchaser and seller enter into their sale contract.

21.10 REQUIREMENTS FOR CONTINUING ASSISTANCE

Homeownership assistance will only be paid while the family is residing in the home. If the family moves out of the home, the Greensboro Housing Authority will not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to the PHA the homeownership assistance for the month when the family moves out.

The family must comply with the following obligations:

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- A. The family must attend and complete ongoing homeownership and housing counseling before the end of the first, thirteenth and fourteenth years of assistance in order for assistance to continue.
- B. The family must comply with the terms of any mortgage securing debt incurred to purchase the home (or any refinancing of such debt).
- C. As long as the family is receiving homeownership assistance, use and occupancy of the home is subject to the following requirements:
 - 1. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
 - 2. The composition of the assisted family residing in the unit must be approved by the Greensboro Housing Authority. The family must promptly inform the housing authority of the birth, adoption or court-awarded custody of a child. The family must request housing authority approval to add any other family member as an occupant of the unit. No other person (i.e., nobody but members of the assisted family) may reside in the unit (except for a foster child or live-in aide).
 - 3. The family must promptly notify the Greensboro Housing Authority if any family member no longer resides in the unit.
 - 4. The family must not sublease or let the unit.
 - 5. The family must not assign the mortgage or transfer the unit.
 - 6. The family must supply any information or certification requested by the housing authority to verify that the family is living in the unit, or relating to family absence from the unit, including any housing authority requested information or certification on the purposes of family absences. The family must cooperate with the housing authority for these purposes. The family must promptly notify the housing authority of their absence from the unit.
- D. The family may grant a mortgage on the home for debt incurred to finance purchase of the home or any refinancing of such debt.
- E. Upon death of a family member who holds, in whole or in part, title to the home or ownership of cooperative membership shares for the home, homeownership assistance may continue pending settlement of the decedent's estate, notwithstanding transfer of title by operation of law to the decedent's executor or legal representative, so long as the home is solely occupied by remaining family

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members in accordance with Paragraph C above. In the case of a divorce or family separation, the assistance shall follow what a court decrees.

- F. The family shall supply the Greensboro Housing Authority with any required information requested by the housing authority. In particular this shall include information relating to the following:
 - 1. Citizenship or related immigration matters;
 - 2. Family income and composition;
 - 3. Social security numbers;
 - 4. Any mortgage or other debt placed on the property;
 - 5. Any sale or other transfer of any interest in the home; and
 - 6. The family's homeownership expenses.
- G. The family must notify the housing authority before the family moves out of the home.
- H. The family must notify the Greensboro Housing Authority if the family defaults on a mortgage securing any debt incurred to purchase the home.
- I. During the time the family receives homeownership assistance under this program, no family member may have any ownership interest in any other tenential property.
- J. Before commencement of homeownership assistance, the family must execute a statement of family obligations in the form prescribed by HUD. In the statement, the family agrees to comply with all family obligations under the homeownership option.
- K. The family must secure the written permission of the Greensboro Housing Authority before it refinances any debt secured by the home or places any additional secured debt on the property.
- L. The family must assure the Greensboro Housing Authority that all real estate taxes were paid on a timely basis. If they are not paid, assistance shall be terminated.

21.11 MAXIMUM TERM OF HOMEOWNERSHIP ASSISTANCE

- A. Except in the case of a family that qualifies as an elderly or disabled family, family members shall not receive homeownership assistance for more than fifteen

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years if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or ten years, in all other cases.

- B. The maximum term described in the preceding paragraph applies to any member of the family who has an ownership interest in the unit during the time the homeownership payments are made or is the spouse of any member of the household who has an ownership interest during the time the homeownership payments are made.
- C. As noted in Paragraph A of this Section, the maximum homeownership assistance term does not apply to elderly and disabled families. In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family. If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least 6 months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance in accordance with this program).
- D. If the family has received such assistance for different homes, or from different housing authorities, the total of such assistance terms is subject to the maximum term described in Paragraph A of this section.

21.12 AMOUNT AND DISTRIBUTION OF HOMEOWNERSHIP ASSISTANCE

- A. While the family is residing in the home, the Greensboro Housing Authority shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of:
 - 1. The payment standard minus the total tenant payment; or
 - 2. The family's monthly homeownership expenses minus the total tenant payment.
- B. The payment standard for a family is the lower of:
 - 1. The payment standard for the family unit size; or
 - 2. The payment standard for the size of the home.

If the home is located in an exception payment standard area, the Greensboro Housing Authority will use the appropriate payment standard for the exception payment standard area.

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The payment standard for a family is the greater of:

1. The payment standard (as determined in accordance with Paragraph A of this section) at the commencement of homeownership assistance for occupancy of the home; or
2. The payment standard (as determined in accordance with Paragraph A of this section) at the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home.

The Greensboro Housing Authority will use the same payment standard schedule, payment standard amounts, and subsidy standards for the homeownership option as for the rental housing choice voucher program.

C. A family's homeownership expenses shall include the following items:

1. Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;
2. Real estate taxes and public assessments on the home;
3. Home insurance;
4. Maintenance expenses of \$75 per month;
5. An allowance of \$25 a month for costs of major repairs and replacements;
6. The Greensboro Housing Authority's utility allowance for the home; and
7. Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the housing authority determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.
8. Land lease payments. The family must have the right to occupy the site for a period of at least 40 years.

D. Homeownership expenses for a cooperative member may only include amounts to cover:

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1. The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;
 2. Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;
 3. Home insurance;
 4. The PHA allowance for maintenance expenses;
 5. The PHA allowance for costs of major repairs and replacements;
 6. The PHA utility allowance for the home; and
 7. Principal and interest on debt incurred to finance major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the housing authority determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.
- E. If the home is a cooperative or condominium unit, homeownership expenses may also include cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.
- F. The Greensboro Housing Authority will pay homeownership assistance payments directly to the lender on behalf of the family unless the lender does not want the payment to be made directly to them. If there is any excess assistance, it will be paid to the family.
- G. Homeownership assistance for a family terminates automatically 180 calendar days after the last housing assistance payment on behalf of the family. However, the Greensboro Housing Authority retains the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

21.13 HOMEOWNERSHIP PORTABILITY

- A. A family may qualify to move outside the initial Greensboro Housing Authority's jurisdiction with continued homeownership assistance under the housing choice voucher program. Families determined eligible for homeownership assistance by the Greensboro Housing Authority may purchase a unit outside our jurisdiction, if:

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1. They meet our normal requirements for portability under the rental program;
 2. The receiving housing authority is administering a housing choice voucher homeownership program and the family meets the receiving housing authority's eligibility requirements; and
 3. The receiving housing authority is accepting new homeownership families.
- B. Conversely, if the Greensboro Housing Authority has slots open in our homeownership program we will accept homeowners exercising portability from another program and absorb such families if possible.
- C. In general, the portability procedures described previously in this Administrative Plan apply to the homeownership option. The administrative responsibilities of the initial and receiving housing authorities are not altered except that some administrative functions (e.g., issuance of a housing choice voucher or execution of a tenancy addendum) do not apply to the homeownership option.
- D. The family must attend the briefing and counseling sessions required by the receiving housing authority. The receiving housing authority will determine whether the financing for, and the physical condition of the unit, are acceptable. The receiving housing authority must promptly notify the initial housing authority 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 housing authority.
- E. Continued assistance under portability procedures is the next Section of this Administrative Plan.

21.14 MOVING WITH CONTINUED TENANT-BASED ASSISTANCE

- A. A family receiving homeownership assistance may move to a new unit with continued tenant-based assistance. The family may move either with housing choice voucher rental assistance (in accordance with rental assistance program requirements) or with housing choice voucher homeownership assistance (in accordance with homeownership option program requirements). The Greensboro Housing Authority will not commence continued tenant-based assistance for occupancy of the new unit so long as any family member owns any title or other interest in the prior home. No more than one move per year may occur in the program.
- B. The Greensboro Housing Authority must be able to determine that all initial requirements have been satisfied if a family that has received homeownership

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assistance wants to move to a new unit with continued homeownership assistance. However, the following requirements do not apply:

1. The requirement for pre-assistance counseling is not applicable.
 2. The requirement that a family must be a first-time homeowner is not applicable.
- C. The Greensboro Housing Authority may deny permission to move with continued assistance in the following circumstances:
1. The Greensboro Housing Authority may deny permission to move with continued rental or homeownership assistance if the housing authority determines that it does not have sufficient funding to provide continued assistance.
 2. At any time, the Greensboro Housing Authority may deny permission to move with continued rental or homeownership assistance in accordance with the next Section.

21.15 DENIAL OR TERMINATION OF ASSISTANCE FOR FAMILIES

- A. At any time, the Greensboro Housing Authority may deny or terminate homeownership assistance in accordance with the same rules as it utilizes for the rental program.
- B. The same restrictions on admission or continued assistance in regards to criminal activities shall apply to the homeownership program as the rental program.
- C. The Greensboro Housing Authority may deny or terminate assistance for violation of tenant obligations as previously described for the rental program.
- D. The PHA shall terminate housing choice voucher homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA-insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt. The Greensboro Housing Authority, in its discretion, may permit the family to move to a new unit with continued housing choice voucher rental assistance if the family can show that the default was for reasons beyond its control. However, the housing authority will deny such permission, if:
 1. The family defaulted on an FHA-insured mortgage; and
 2. The family fails to demonstrate that:

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- a. The family has conveyed title to the home, as required by HUD, to HUD or HUD's designee; and
- b. The family has moved from the home within the period established or approved by HUD.

22.0 CONDUCTING BUSINESS IN ACCORDANCE WITH CORE VALUES AND ETHICAL STANDARDS

22.1 PURPOSE

This Code of Conduct establishes standards for employee and Commissioner conduct that will assure the highest level of public service. Recognizing that compliance with any ethical standards rests primarily on personal integrity and, specifically in this situation, with the integrity of the employees and Commissioners of GHA, this section sets forth those acts or omissions of acts that could be deemed injurious to the general mission of the Authority.

This Code of Conduct is not intended, nor should it be construed, as an attempt to unreasonably intrude upon the individual employee or Commissioner's right to privacy and the right to participate freely in a democratic society and economy.

22.2 CONFLICT OF INTEREST

In accordance with 24 CFR 982.161, neither GHA nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with the tenant-based programs in which any of the following classes of persons has any interest, direct or indirect, during his or her tenure with GHA or for one year thereafter:

- A. Any present or former member or officer of GHA (except a tenant commissioner);
- B. Any employees of GHA or any contractor, subcontractor or agent of GHA who formulates policy or who influences decisions with respect to the programs;
- C. Any public official, member of a governing body, or State or local legislator who exercises functions or responsibilities with respect to GHA programs; or
- D. Any member of the Congress of the United States.

Any member of the classes described in A-D must disclose their interest or prospective interest to GHA and HUD.

The Conflict of Interest prohibition under this section (24.2) may be waived by the HUD Field Office upon the request of GHA for good cause.

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22.3 PROHIBITION OF SOLICITATION OR ACCEPTANCE OF GIFTS

No Commissioner or Authority employee shall solicit any gift or consideration of any kind, nor shall any Authority employee accept or receive a gift having value in excess of \$25.00 regardless of the form of the gift, from any person who has an interest in any matter proposed or pending before the Authority.

22.4 HOUSING AUTHORITY ADMINISTRATIVE AND DISCIPLINARY REMEDIES FOR VIOLATION OF HOUSING AUTHORITY CODE OF CONDUCT

Violations of this Code of Conduct Policy will result in disciplinary action as outlined in GHA's Personnel Policy.

23.0 SUPPORT FOR OUR ARMED FORCES

A major and important component of our armed forces are the part-time military personnel that serve in various Reserve and National Guard units. The Greensboro Housing Authority is very supportive of these men and women. An unfortunate fact of service in both the Reserves and National Guard is that from time to time their personnel are activated to full-time status and asked to serve our country in a variety of ways and circumstances. Whenever the Federal Government activates Reserve and/or National Guard personnel, the Greensboro Housing Authority wants to support these brave warriors in the following manners:

- A. If a family finds it necessary for another adult to temporarily move into a unit solely to serve as a temporary guardian for children residing in the unit, the income received by the temporary guardian will not be counted in determining family income. The presence of the temporary guardian will need to be approved by the landlord.
- B. Although typically a criminal background check is required before anyone can participate in the housing choice voucher program, this requirement will be waived for a temporary guardian. Instead, the background check will occur after the person moves into the assisted unit. If the results of the check dictate that the person is ineligible for the program, the family shall be given a reasonable time to find a replacement temporary guardian.
- C. Recognizing that activation in the Reserves or National Guard can be very disruptive to a family's income, the Greensboro Housing Authority will expeditiously re-evaluate a tenant's portion of the rent if requested to do so.
- D. A unit cannot be held by a family that is not residing in it as their primary residence for more than 180 consecutive calendar days because of a specific federal regulation. If all members of a military family are temporarily absent from the unit because a member of the family has been called to active duty, the family can retain control of the unit by paying the required rent and returning to the unit within 30 calendar days

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of the conclusion of the active duty service. If the service extends beyond 180 calendar days, the Greensboro Housing Authority will seek a waiver of the 180 calendar day limit from HUD.

24.0 ANTI-FRAUD POLICY

The Greensboro Housing Authority is fully committed to combating fraud in its Housing Choice Voucher Program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading the Greensboro Housing Authority. It results in the inappropriate expenditure of public funds and/or a violation of Housing Choice requirements.

Although there are numerous different types of fraud that may be committed, the two most common are the failure to fully report all sources of income and the failure to accurately report who is residing in the residence. The Greensboro Housing Authority shall aggressively attempt to prevent all cases of fraud.

When a fraudulent action is discovered, the Greensboro Housing Authority shall take action. It shall do one or more of the following things depending on circumstances and what it determines appropriate:

- A. Require the tenant to immediately repay the amount in question;
- B. Require the tenant to enter into a satisfactory repayment agreement;
- C. Terminate the tenant's rental assistance;
- D. Refer the case for criminal prosecution; or
- E. Take such other action as the Greensboro Housing Authority deems appropriate.

25.0 PROJECT-BASING HOUSING VOUCHERS

The Greensboro Housing Authority has determined that project-basing some of its housing vouchers (not to exceed 20% of the inventory) is in the community's interest. This effort is an appropriate option because it will deconcentrate poverty and expand housing and economic opportunity. The specifics of what the Housing Authority is seeking will be contained in an advertisement published in the manner prescribed by HUD that varies depending upon whether the units to be brought into the program are new construction, rehabilitated, or existing units. The actual selection of the units to be project-based shall also be in full accordance with HUD requirements.

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25.1 SELECTION OF PROPERTIES TO PROJECT-BASE

A. Selection Policy

The policies as set forth herein are adopted by the Greensboro Housing Authority for the purpose of administering the HCVP Project-Based Voucher program.

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The Greensboro Housing Authority will select Project-Based Voucher proposals by either of the following two methods:

1. Greensboro Housing Authority will request Project-Based Voucher Proposals. The Greensboro Housing will not limit proposals to a single site or impose restrictions that explicitly or practically preclude other submissions of proposals for Project-Based Voucher housing on different sites. Greensboro Housing Authority will select PBV proposals that best meet the needs of underserved populations.
2. The selection of a proposal for housing assisted under a federal, state, or local government housing assistance, community development, or supportive services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTCs have been provided) where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the Project-Based Voucher proposal selection date. Also, the earlier competitive selection proposal must not have involved any consideration that the project would receive Project-Based Voucher assistance. In this case, the vouchers can be project-based merely on a vote of the Board of Commissioners.

If the Greensboro Housing Authority will be selecting proposals under A(1) of this section, the Greensboro Housing Authority will issue a Request for Proposals (RFP) inviting interested owners to participate in the Project-Based Voucher Program. In the Project-Based Voucher Program, assistance is attached to the structure and may be in the form of existing housing, newly constructed housing or rehabilitated housing. The RFP may include all forms of housing or individual forms (e.g., newly constructed housing only).

The Greensboro Housing Authority will advertise the RFP by (1) advertisement in at least one newspaper of general circulation, or (2) mailing invitations to bid to all known available suppliers; or a combination of such methods.

The Greensboro Housing Authority will prepare a detailed RFP package outlining;

- Program Requirements to include:

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- (1) ineligible housing types and prohibition of assistance for units in subsidized housing; and
- (2) program accessibility requirements of section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8; and
- (3) housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable;

- Application Requirements;
- Rating and Ranking of Applications; and
- Selection Process.

This information will be provided at the request of interested parties. The submission deadline date will also be a part of the RFP package. This will allow the Greensboro Housing Authority adequate time to examine the proposed site before the selection date. For existing housing, the Greensboro Housing Authority will inspect all of the units to determine whether the units substantially comply with the HQS.

After the closing date of the Request for Proposals, the Greensboro Housing Authority will review each proposal for completeness, determine if the proposed site meets the site selection standards, determine that the cap on number of Project-Based Voucher units in each building has not been exceeded, and score the proposal.

If the selection of proposals includes Greensboro Housing Authority owned property(s), the Greensboro Housing Authority will notify the HUD field office before finalizing the selection for its review of the selection.

A Housing Authority owned unit is defined as a dwelling unit owned by the Housing Authority that administers the voucher program. Housing Authority-owned means that the agency or its officers, employees, or agents hold a direct or indirect interest in the building in which the unit is located, including an interest as titleholder or lessee, or as a stockholder, member or general or limited partner, or member of a limited liability corporation, or an entity that holds any such direct or indirect interest.

The Greensboro Housing Authority will give written notification to the successful proposer(s) within five (5) business days of Board approval. Public notice of the selected proposals will be published in a newspaper of general circulation for the jurisdiction. The Greensboro Housing Authority will also notify those proposers that weren't selected within five (5) business days from Board approval. The denial letter will contain the procedures for appealing the selection.

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The Greensboro Housing Authority will make documentation available for public inspection regarding the basis for the Greensboro Housing Authority selection of a Project-Based Voucher proposal.

If proposers wish to appeal the selection process, they may do so by presenting their complaint in writing to the attention of the Executive Director within ten (10) calendar days from the date contained on the denial letter from the Greensboro Housing Authority.

The Greensboro Housing Authority will seek to resolve all appeals in as informal a manner as possible. The appeal must contain, at a minimum, the following information:

- Name, address, and telephone number of the proposer appealing;
- Identification of the RFP being appealed;
- A statement of the reason for appealing;
- Supporting exhibits, evidence, or documents to substantiate any arguments; and
- The form of relief requested.

The Greensboro Housing Authority shall issue a decision on the appeal as expeditiously as possible after receiving all relevant information requested. The Greensboro Housing Authority may decide to suspend the award of project-based vouchers if the facts presented in the appeal warrant such action. This action will only be taken if the evidence is clear and convincing as to the existence of an impropriety and there are no other means of resolving the matter. If the Greensboro Housing Authority Executive Director believes that an impropriety exists, then the proposed award of project-based vouchers will be canceled or revised to comply with the decision of the Executive Director.

If the appeal is not granted, the Executive Director will provide a written decision with justification for the denial of the appeal.

B. Requirements for Selection of Project-Base Housing

1. Housing Type

The Greensboro Housing Authority may attach Project-Based Voucher assistance for units in existing housing, newly constructed housing or rehabilitated housing. A housing unit is considered an existing unit if at the time of notice of the Greensboro Housing Authority selection, the units substantially comply with HQS.

2. Prohibition of Assistance for Ineligible Units

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(a) Ineligible Units

The Greensboro Housing Authority will not attach or pay Project-Based Voucher assistance for units in the following types of housing:

- (i) Shared housing;
- (ii) Units on the grounds of a penal, reformatory, medical, mental, or similar public or private institution;
- (iii) Nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care. Units in an assisted living facility are eligible if they provide home health care services such as nursing and therapy for residents of the housing;
- iv. Units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students of the institution;
- v. Manufactured homes;
- vi. Cooperative housing; and
- vii. Transitional housing.

(b) High-rise Elevator Project for Families with Children

The Greensboro Housing Authority will not attach or pay Project-Based Voucher assistance to a high-rise elevator project that may be occupied by families with children unless the Greensboro Housing Authority determines there is no practical alternative and HUD approves such finding.

(c) Prohibition Against Assistance for Owner-Occupied Unit

The Greensboro Housing Authority will not attach or pay Project-Based Voucher assistance for a unit occupied by an owner of the housing.

(d) Prohibition Against Selecting a Unit Occupied by an Ineligible Family

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The Greensboro Housing Authority will not select or enter into an Agreement or HAP contract for a unit occupied by a family ineligible for participation in the Project-Based Voucher Program.

3. Prohibition of Assistance for Units in Subsidized Housing

The Greensboro Housing Authority will not attach or pay Project-based Voucher assistance to units in any of the following types of subsidized housing:

- (a) A public housing dwelling unit;
- (b) A unit subsidized with any other form of **HCVP** assistance (tenant-based or project-based);
- (c) A unit subsidized with any governmental rent subsidy (a subsidy that pays all or any part of the rent);
- (d) A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
- (e) A unit subsidized with Section 236 rental assistance payments (12 U.S.C. 1715z-1). However, the Greensboro Housing Authority may attach assistance to a unit subsidized with Section 236 interest reduction payments;
- (f) A unit subsidized with rental assistance payments under Section 521 of the Housing Act of 1949, 42 U.S.C. 1490a (a Rural Housing Service Program). However, the Greensboro Housing Authority may attach assistance for a unit subsidized with Section 515 interest reduction payments (42 U.S.C. 1485);
- (g) A Section 202 project for non-elderly persons with disabilities (assistance under Section 162 of the Housing and Community Development Act of 1987, 12 U.S.C. 1701q note);
- (h) Section 811 project-based supportive housing for persons with disabilities (42 U.S.C. 8013).
- (i) Section 202 supportive housing for the elderly (12 U.S.C. 1701q);
- (j) A Section 101 rent supplement project (12 U.S.C. 1701s);
- (k) A unit subsidized with any form of tenant-based rental assistance (as defined at 24 CFR 982.1(b)(2)) (e.g., a unit subsidized with

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tenant-based rental assistance under the HOME program, 42 U.S.C. 12701 et seq.);

- (l) A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or by the Greensboro Housing Authority in accordance with HUD requirements. For this purpose, “housing subsidy” does not include the housing component of a welfare payment; a social security payment; or a federal, state, or local tax concession (such as relief from local real property taxes).

4. Prohibition of Excess Public Assistance

The Greensboro Housing Authority will only provide Project-Based Voucher assistance in accordance with HUD subsidy layering regulations and other requirements. The subsidy layering review is intended to prevent excessive public assistance for the housing by combining (layering) housing assistance payment subsidy under the Project-Based Voucher Program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits.

The Greensboro Housing Authority will only enter into an Agreement or HAP contract after HUD or an independent entity approved by HUD has conducted any required subsidy layering review and determined that the Project-Based Voucher assistance is in accordance with HUD subsidy layering requirements.

The Greensboro Housing Authority will require the owner to certify that the project has not received and will not receive (before or during the term of the HAP contract) any public assistance for acquisition, development, or operation of the housing other than the assistance disclosed in the subsidy layering review in accordance with HUD requirements.

5. Cap on Number of Project-Based Voucher Units in Each Building

- (a) 25 Percent Per Building Cap

The Greensboro Housing Authority will not select a proposal to provide Project-Based Voucher assistance for units in a building or enter into an Agreement or HAP contract to provide Project-Based Voucher assistance for units in a building if the total number of dwelling units in the building that will receive Project-Based Voucher Assistance during the term of the Project-Based Voucher HAP is more than 25 percent of the number of the dwelling units in the building.

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(b) Exception to 25 Percent Per Building Cap

In the following instances, Project-Based Voucher units are not counted against the 25 percent per building cap:

- (i) Units in a single-family building (4 units or less)
- (ii) Excepted units in a multi family building.

Note: "Excepted units" means units in a multifamily building that are specifically made available for qualifying families;

"Qualifying families" means: Elderly or disabled families; or families receiving supportive services.

Supportive services mean those appropriate services made available to a family trying to achieve economic independence and self-sufficiency and may include:

- (1) *Child care - child care of a type that provides sufficient hours of operation and serves an appropriate range of ages;*
- (2) *Transportation - transportation necessary to enable a participating family to receive available services, or to commute to their places of employment;*
- (3) *Education - remedial education; education for completion of secondary or post secondary schooling;*
- (4) *Employment - job training, preparation, and counseling; job development and placement; and follow-up assistance after job placement and completion of the contract of participation;*
- (5) *Personal welfare - substance/alcohol abuse treatment and counseling;*
- (6) *Household skills and management - training in homemaking and parenting skills; household management; and money management;*
- (7) *Other services - any other services and resources, including case management, reasonable accommodations for individuals with disabilities,*

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that the Greensboro Housing Authority determines to be appropriate in assisting families to achieve economic independence or self-sufficiency.

6. Site Selection Standards

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(a) General Requirements

The Greensboro Housing Authority will not select a proposal for existing housing, newly constructed, or rehabilitated Project-Based Voucher housing on a site or enter into an Agreement or HAP contract for units on the site until the Greensboro Housing Authority has determined that:

(i) Project-based assistance for housing at the selected site is consistent with the goal of whether the PBV development will provide opportunities for an underserved disabled population and expanding housing and economic opportunities as outlined in the Greensboro Housing Authority Annual and Five-Year Plan and this Administrative Policy. In making this determination, the Greensboro Housing Authority will utilize the following factors:

- (1) Whether the census tract in which the proposed Project-Based Voucher development will be located is in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community;
- (2) Whether a Project-Based Voucher development will be located in a census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition;
- (3) Whether the census tract in which the proposed Project-Based Voucher development will be located is undergoing significant revitalization;
- (4) Whether state, local, or federal dollars have been invested in the area that has assisted in the achievement of the statutory requirement;
- (5) Whether new market rate units are being developed in the same census tract where the proposed Project-Based Voucher development will be located and the

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likelihood that such market rate units will positively impact the poverty rate in the area;

- (6) If the poverty rate in the area where the proposed Project-Based Voucher development will be located is greater than 20 percent, the PHA should consider whether in the past five years there has been an overall decline in the poverty rate;
 - (7) Whether there are meaningful opportunities for educational and economic advancement in the census tract where the proposed Project-Based Voucher development will be located.
 - (8) Whether the PBV development will provide opportunities for an underserved disabled population.
- (ii) The site is suitable from the standpoint of facilitating and furthering full compliance with applicable Civil Rights statutes and regulations, including the requirement that the site meet the Section 504 site selection requirements described in 24 FR 8.4(b)(5).
 - (iii) The site meets the HQS site requirements at 24 CFR 982.401(1).
- (b) Existing and Rehabilitated Housing Site and Neighborhood Standards

The Greensboro Housing Authority will determine if a site for existing or rehabilitated housing meets the following site and neighborhood standards. The site must:

- (i) Be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities and streets must be available to service the site. (The existence of a private disposal system and private sanitary water supply for the site, approved in accordance with law, may be considered adequate utilities.)
- (ii) Promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.

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- (iii) Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted standard housing of similar market rents.
- (iv) Be so located that travel time and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers is not excessive. While it is important that housing for the elderly not be totally isolated from employment opportunities, this requirement need not be adhered to rigidly for such projects.

(c) New Construction Site and Neighborhood Standards

A site for newly constructed housing must meet the following site and neighborhood standards:

- (i) The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities (water, sewer, gas, and electricity) and streets must be available to service the site.
- (ii) The site must not be located in an area of minority concentration, except as permitted under paragraph (iii) below, and must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.
- (iii) A project may be located in an area of minority concentration only if:
 - (1) Sufficient comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside area of minority concentration; or
 - (2) The project is necessary to meet overriding housing needs that cannot be met in that housing market area.

Note: "Sufficient" does not require that in every locality there be an equal number of assisted units within

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and outside of areas of minority concentration. Rather, application of this standard should produce a reasonable distribution of assisted units each year so that, over a period of several years, it will approach an appropriate balance of housing choices within and outside areas of minority concentration. An appropriate balance will be determined in light of local conditions affecting the range of housing choices available for low-income minority families and in relation to the racial mix of the locality's population.

Units will be considered "comparable opportunities" if they have the same household type (elderly, disabled, family, large family) and tenure type (owner/renter); require approximately the same tenant contribution towards rent, serve the same income group, are located in the same housing market, and are in standard condition.

Application of the "comparable opportunities" standard involves assessing the overall impact of HUD-assisted housing on the availability of housing choices for low-income minority families in and outside areas of minority concentration, and must take into account the extent to which the following factors are present, along with other factors relevant to housing choice:

- (A) A significant number of assisted housing units are available outside areas of minority concentration.*
- (B) There is significant integration of assisted housing projects constructed or rehabilitated in the past 10 years, relative to the racial mix of the eligible population.*
- (C) There are racially integrated neighborhoods in the locality.*
- (D) Programs are operated by the locality to assist minority families that wish to find housing outside areas of minority concentration*

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- (E) *Minority families have benefited from local activities (e.g., acquisition and write-down of sites, tax relief programs for homeowners, acquisitions of units for use as assisted housing units) undertaken to expand choice for minority families outside of areas of minority concentration.*
- (F) *A significant proportion of minority households have been successful in finding units in non-minority areas under the tenant-based assistance programs.*
- (G) *Comparable housing opportunities have been made available outside areas of minority concentration through other programs.*

Application of the “overriding housing needs” criterion, for example, permits approval of sites that are an integral part of an overall local strategy for the preservation or restoration of the immediate neighborhood and of sites in a neighborhood experiencing significant private investment that is demonstrably improving the economic character of the area (a “revitalizing area”). An “overriding housing need,” however, may not serve as the basis for determining that a site is acceptable, if the only reason the need cannot otherwise be feasibly met is that discrimination on the basis of race, color, religion, sex, national origin, age, familial status, or disability renders sites outside areas of minority concentration unavailable or if the use of this standard in recent years has had the effect of circumventing the obligation to provide housing choice.

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- (iv) The site must promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.
- (v) The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate, unless there is

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a concerted program actively in progress to remedy the undesirable conditions.

- (vi) The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted standard housing of similar market rents.
- (vii) Except for new construction, housing designed for elderly persons, travel time, and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers must not be excessive.

7. Environmental Review

The Greensboro Housing Authority will not enter into an Agreement or HAP contract with an owner nor will the Greensboro Housing Authority, the owner or its contractors acquire, dispose of, demolish, or construct real property or commit or expend program or local funds for Project-Based Voucher activities until one of the following occurs:

- (a) The responsible entity (a unit of general local government, a county or a state) has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and request for release of funds;
- (b) The responsible entity has determined that the project to be assisted is exempt under 24 CFR 58.34 or is categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or
- (c) HUD has performed an environmental review under 24 CFR part 50 and has notified the Greensboro Housing Authority in writing of environmental approval of the site.

The Greensboro Housing Authority will require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) as a result of the environmental review.

8. Greensboro Housing Authority Owned Units

- (a) Selection of Greensboro Housing Authority Owned Units

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If the Greensboro Housing Authority selects its own proposal, the HUD field office or a HUD approved independent entity will review the selection process to determine that the Greensboro Housing Authority units were appropriately selected based on the selection procedures as outlined in this HCVP Administrative Plan.

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(b) Inspection and Determination of Reasonable Rent

The Greensboro Housing Authority will have an independent entity approved by HUD perform the following program services:

- (i) Determination of rent to owner as outlined in 27.5(A) and (B). The independent entity approved by HUD must establish the initial contract rents based on an appraisal by a licensed state-certified appraiser; and
- (ii) Inspections as outlined in Section 27.2(F) of this Administrative Plan.

(c) Nature of Independent Entity

The independent entity that performs these program services may be the unit of general local government for the Greensboro Housing Authority's jurisdiction (unless the Greensboro Housing Authority is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.

(d) Payment to Independent Entity and Appraiser

The Greensboro Housing Authority will compensate the independent entity and appraiser from the Greensboro Housing Authority's ongoing administrative fee income (including the amounts credited to the administrative fee reserve). The Greensboro Housing Authority will not use other program receipts to compensate the independent entity and appraiser for their services.

The Greensboro Housing Authority, independent entity, and appraiser will not charge the family any fee for the appraisal or the services provided by the independent entity.

25.2 HOUSING QUALITY STANDARDS

The Greensboro Housing Authority will follow the policies as outlined in Section 12.0 Inspection Policies and Housing Quality Standards of this HCVP Administrative for the

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Project-Based Voucher Program except when the physical condition standards at 24 CFR 5.703 do not apply to the Project-Based Voucher Program and the lead-based paint requirements at 24 CFR 982.401(j) do not apply to the Project-Based Voucher Program.

A. Inspecting Units

1. Pre-Selection Inspection

(a) Inspection of Site

The Greensboro Housing Authority will examine the proposed site to confirm its appropriateness before the proposal selection date.

2. Inspection of Existing Units

The Greensboro Housing Authority will inspect all the units before the proposal selection date and will determine whether the units substantially comply with the HQS. To qualify as existing housing, units must substantially comply with the HQS on the proposal selection date. The Greensboro Housing Authority will not execute the HAP contract until the units fully comply with the HQS.

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B. Pre-HAP Contract Inspections

The Greensboro Housing Authority will inspect each contract unit before execution of the HAP contract. The Greensboro Housing Authority will not enter into a HAP contract covering a unit until the unit fully complies with the HQS.

C. Turnover Inspections

The Greensboro Housing Authority will inspect the unit before providing assistance to a new family in a contract unit. The Greensboro Housing Authority will not provide assistance on behalf of the family until the unit fully complies with the HQS.

D. Annual Inspections

1. At least annually during the term of the HAP contract, the Greensboro Housing Authority will inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS.

Note: Turnover inspections pursuant to paragraph C. of this section will not count toward meeting this annual inspection requirement.

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2. If more than 20 percent of the annual sample of inspected contract units in a building fail the initial inspection, the Greensboro Housing Authority will re-inspect 100 percent of the contract units in the building.

E. Other Inspections

1. The Greensboro Housing Authority will inspect contract units whenever needed to determine that the contract units comply with the HQS, that the owner is complying with the HQS, and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The Greensboro Housing Authority will take into account complaints and any other information coming to its attention in scheduling inspections.
2. The Greensboro Housing Authority will conduct follow-up inspections needed to determine if the owner (or the family if responsible) has corrected an HQS violation. Additionally, the Greensboro Housing Authority will conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of the HQS.
3. The Greensboro Housing Authority will include a representative sample of both tenant-based and project-based units in conducting its supervisory quality control HQS inspections.

F. Inspecting Greensboro Housing Authority Owned Units

1. For Greensboro Housing Authority owned units, the inspections required under this section will be performed by an independent entity approved by HUD. The independent entity that performs these inspections may be the unit of general local government for the Greensboro Housing Authority jurisdiction (unless the Greensboro Housing Authority is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.
2. The independent entity shall provide a copy of each inspection report to the Greensboro Housing Authority and to the HUD field office where the project is located.
3. The Greensboro Housing Authority will take all necessary actions in response to inspection reports from the independent entity, including exercise of contractual remedies for violation of the HAP contract by the owner (Greensboro Housing Authority).

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25.3 *REQUIREMENTS FOR REHABILITATED AND NEWLY CONSTRUCTED UNITS*

This section only applies to newly constructed or rehabilitated housing and does not apply to existing housing. Newly constructed or rehabilitated housing cannot be selected as existing housing at a later date.

A. Purpose and Content of the Agreement to Enter into HAP Contract

1. Requirement

The Greensboro Housing Authority will enter into an Agreement with the owner. The Agreement will be in the form required by HUD.

2. Purpose of the Agreement

In the Agreement, the owner agrees to develop the contract units to comply with the HQS and the Greensboro Housing Authority agrees that, upon timely completion of such development in accordance with the terms of the Agreement, the Greensboro Housing Authority will enter into a HAP contract with the owner for the contract units.

3. Description of Housing

(a) At a minimum, the Agreement will describe the following features of the housing to be developed (newly constructed or rehabilitated) and assisted under the Project-Based Voucher Program:

- (i) Site;
- (ii) Location of contract units on site;
- (iii) Number of contract units by area (size) and number of bedrooms and bathrooms;
- (iv) Services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent to owner;
- (v) Utilities available to the contract units, including a specification of utility services to be paid by owner (without charges in addition to rent), and utility services to be paid by the tenant;
- (vi) Indication of whether or not the design and construction requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.205 and the accessibility requirements of section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR 8.22 and

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8.23 apply to units under the Agreement. If these requirements are applicable, any required work item resulting from these requirements will be included in the description of work to be performed under the Agreement;

- (vii) Estimated initial rents to owner for the contract units;
- (viii) Description of the work to be performed under the Agreement. If the Agreement is for rehabilitation of units, the work description will include the rehabilitation work write up and, where determined necessary by the Greensboro Housing Authority, specifications and plans. If the Agreement is for new construction, the work description will include the working drawings and specifications.

(b) At a minimum, the housing must comply with the HQS.

B. Execution of the Agreement

1. Prohibition of Excess Subsidy

The Greensboro Housing Authority will not enter the Agreement with the owner until the subsidy layering review is completed.

2. Environmental Approval

The Greensboro Housing Authority will not enter the Agreement with the owner until the environmental review is completed and the Greensboro Housing Authority has received the environmental approval.

3. Prompt Execution of Agreement

The Agreement will be executed promptly after the Greensboro Housing Authority notice of proposal selection to the selected owner.

C. Conduct of Development Work

1. Development Requirements

The owner must carry out development work in accordance with the Agreement and the requirements of this section.

2. Labor Standards

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- (a) In the case of an Agreement of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in development of the housing.
- (b) The HUD prescribed form of Agreement shall include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.
- (c) The owner and the owner's contractors and subcontractors must comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations. The Greensboro Housing Authority will monitor compliance with labor standards.

3. Equal Opportunity

- (a) The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 135.
- (b) The owner must comply with federal equal employment opportunity requirements of Executive Orders 11246 as amended, 11625, 12432 and 12138.

4. Eligibility to Participate in Federal Programs and Activities

The Agreement and HAP contract will include a certification by the owner that the owner and other project principals (including officers and principal members, shareholders, investors, and other parties having a substantial interest in the project) are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs.

5. Disclosure of Conflict of Interest

The owner must disclose any possible conflict of interest that would be a violation of the Agreement, the HAP contract, or HUD regulations.

D. Completion of Housing

1. Completion Deadline

The owner must develop and complete the housing in accordance with the Agreement. The Agreement will specify the deadlines for completion of

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the housing and for submission by the owner of the required evidence of completion.

2. Required Evidence of Completion

(a) Minimum Submission

At a minimum, the owner must submit the following evidence of completion to the Greensboro Housing Authority in the form and manner required by the Greensboro Housing Authority:

- (i) Owner certification that the work has been completed in accordance with the HQS and all requirements of the Agreement; and
- (ii) Owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing.

(b) Additional Documentation

At the discretion of the Greensboro Housing Authority, the Agreement may specify additional documentation that must be submitted by the owner as evidence of housing completion. For example, such documentation may include:

- (i) A certificate of occupancy or other evidence that the units comply with local requirements (such as code and zoning requirements); and
- (ii) An architect's certification that the housing complies with:
 - (A) HUD housing quality standards;
 - (B) State, local, or other building codes;
 - (C) Zoning;
 - (D) The rehabilitation work write-up (for rehabilitated housing) or the work description (for newly constructed housing); or
 - (E) Any additional design or quality requirements pursuant to the Agreement.

E. Greensboro Housing Authority Acceptance of Completed Units

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1. Greensboro Housing Authority Determination of Completion

When the Greensboro Housing Authority has received owner notice the housing is completed:

- (a) The Greensboro Housing Authority will inspect to determine if the housing has been completed in accordance with the Agreement, including compliance with the HQS and any additional requirement(s) imposed by the Greensboro Housing Authority under the Agreement.
- (b) The Greensboro Housing Authority will determine if the owner has submitted all required evidence of completion.
- (c) If the work has not been completed in accordance with the Agreement, the Greensboro Housing Authority will not enter into the HAP contract.

2. Execution of HAP Contract

If the Greensboro Housing Authority determines that the housing has been completed in accordance with the Agreement and that the owner has submitted all required evidence of completion, the Greensboro Housing Authority will submit the HAP contract for execution by the owner and will then execute the HAP contract.

25.4 HOUSING ASSISTANCE PAYMENT CONTRACT

This section applies to all Project-Based Voucher assistance including assistance for existing, newly constructed, or rehabilitated housing.

A. Purpose of the HAP Contract

1. Requirement

The Greensboro Housing Authority will enter into a HAP contract with the owner. The HAP contract must be in the form required by HUD.

2. Purpose of HAP Contract

- (a) The purpose of the HAP contract is to provide housing assistance payments for eligible families.
- (b) The Greensboro Housing Authority makes housing assistance payments to the owner in accordance with the HAP contract.

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Housing assistance is paid for contract units leased and occupied by eligible families during the HAP contract term.

B. HAP Contract Information

The HAP contract must specify:

1. The total number of contract units by number of bedrooms;
2. Information needed to identify the site and the building or buildings where the contract units are located. The information must include the project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;
3. Information needed to identify the specific contract units in each building. The information must include the number of contract units in the building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;
4. Services, maintenance, and equipment to be supplied by the owner without charges in addition to the rent to owner;
5. Utilities available to the contract units, including a specification of utility services to be paid by the owner (without charges in addition to rent) and utility services to be paid by the tenant;
6. Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8;
7. The HAP contract term;
8. The number of units in any building that will exceed the 25 percent per building cap, which will be set-aside for occupancy by qualifying families (elderly or disabled families and families receiving supportive services); and
9. The initial rent to owner (for the first 12 months of the HAP contract term).

C. When HAP Contract is Executed

1. PHA Inspection of Housing

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- (a) Before execution of the HAP contract, the Greensboro Housing Authority will inspect each contract unit in accordance with Section 27.2 B.
- (b) The Greensboro Housing Authority will not enter into a HAP contract for any contract unit until the Greensboro Housing Authority has determined that the unit complies with the HQS.

2. Existing Housing

The Greensboro Housing Authority will promptly execute the HAP contract after the Greensboro Housing Authority selection of the owner proposal and Greensboro Housing Authority inspection of the housing.

3. Newly Constructed or Rehabilitated Housing

The Greensboro Housing Authority will execute the HAP contract after the Greensboro Housing Authority has inspected the completed units and has determined that the units have been completed in accordance with the Agreement and the owner has furnished all required evidence of completion.

When executing the HAP contract, the owner must certify that the units have been completed in accordance with the Agreement.

D. Term of the HAP Contract

1. Initial Term and Any Extensions

The Greensboro Housing Authority may enter into a HAP contract with an owner for an initial term of up to ten years for each contract unit. The length of the term of the HAP contract for any contract unit may not be less than one year, nor more than ten years.

Within one year before expiration, the Greensboro Housing Authority may agree to extend the term of the HAP contract for an additional term of up to five years if the Greensboro Housing Authority determines an extension is appropriate to continue providing affordable housing for low-income families. Subsequent extensions are subject to the same limitations. Any extension of the term must be on the form and subject to the conditions prescribed by HUD at the time of the extension.

The term and potential extensions the Greensboro Housing Authority is willing to enter into will be discussed in the project selection process.

2. Termination by the Greensboro Housing Authority – Insufficient Funding

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The HAP contract will provide that the term of the Greensboro Housing Authority's contractual commitment is subject to the availability of sufficient appropriated funding (budget authority) as determined by HUD or by the Greensboro Housing Authority in accordance with HUD instructions.

Note: "Sufficient funding" means the availability of appropriations, and of funding under the ACC from such appropriations, to make full payment of housing assistance payments payable to the owner for any contract year in accordance with the terms of the HAP.

If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the Greensboro Housing Authority may terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the Greensboro Housing Authority will be implemented in accordance with HUD instructions.

3. Termination by Owner – Reduction Below Initial Rent

The owner may terminate the HAP contract, upon notice to the Greensboro Housing Authority, if the amount of rent to the owner is reduced below the initial approved rent. In this case, the assisted families residing in the contract units will be offered tenant-based voucher assistance.

F. HAP Contract Amendments (to add or substitute contract units)

1. Amendment to Substitute Contract Units

At the discretion of the Greensboro Housing Authority, and subject to all Project-Based Voucher requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same building for a previously covered contract unit. Prior to such substitution, the Greensboro Housing Authority will inspect the proposed substitute unit and will determine the reasonable rent for such unit and the fact that it passes HQS.

2. Amendment to Add Contract Units

At the discretion of the Greensboro Housing Authority, and provided that the total number of units in a building that will receive Project-Based Voucher assistance or other project-based assistance will not exceed 25 percent of the number of dwelling units (assisted or unassisted) in the building or the 20 percent of authorized budget authority of the

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Greensboro Housing Authority, a HAP contract may be amended during the three-year period immediately following the execution date of the HAP contract to add additional Project-Based Voucher contract units in the same building. An Amendment to the HAP contract is subject to all Project-Based Voucher requirements (e.g., rents are reasonable), except that a new Project-Based Voucher request for proposals is not required. The anniversary and expiration dates of the HAP contract for the additional units must be the same as for the anniversary and expiration dates of the HAP contract term for the Project-Based Voucher units originally placed under HAP contract.

3. Staged Completion of Contract Units

Even if contract units are placed under the HAP contract in stages commencing on different dates, there is a single annual anniversary for all contract units under the HAP contract. The annual anniversary for all contract units is the annual anniversary date for the first contract units placed under the HAP contract. The expiration of the HAP contract for all the contract units completed in stages must be concurrent with the end of the HAP contract term for the units originally placed under HAP contract.

4. Condition of Contract Units

(a) Owner Maintenance and Operation

The owner must maintain and operate the contract units and premises in accordance with the HQS, including performance of ordinary and extraordinary maintenance.

The owner must provide all the services, maintenance, equipment, and utilities specified in the HAP contract with the Greensboro Housing Authority and in the lease with each assisted family.

At the discretion of the Greensboro Housing Authority, the HAP contract may also require continuing owner compliance during the HAP term with additional housing quality requirements specified by the Greensboro Housing Authority (in addition to, but not in place of, compliance with the HUD-prescribed HQS). Such additional requirements will be designed to assure continued compliance with any design, architecture, or quality requirement specified in the Agreement.

5. Remedies for HQS Violation

The Greensboro Housing Authority will vigorously enforce the owner's obligation to maintain contract units in accordance with the HQS. The

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Greensboro Housing Authority will not make any HAP payment to the owner for a contract unit covering any period during which the contract unit does not comply with the HQS.

If the Greensboro Housing Authority determines that a contract unit is not in accordance with the housing quality standards (or other HAP contract requirement), the Greensboro Housing Authority may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include termination of housing assistance payments, abatement or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

6. Maintenance and Replacement – Owner’s Standard Practice

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

7. Owner Responsibility

The owner is responsible for performing all of the owner responsibilities under the Agreement and the HAP contract. 24 CFR part 982.452 applies as follows:

- (a) Performing all management and rental functions for the assisted unit, including selecting a voucher-holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
- (b) Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
- (c) Complying with equal opportunity requirements.
- (d) Preparing and furnishing to the Greensboro Housing Authority information required under the HAP contract.
- (e) Collecting from the family:
 - (i) Any security deposit.
 - (ii) The tenant contribution (the part of rent owner not covered by the housing payment).
 - (iii) Any charges for unit damage by the family.
 - (iv) Enforcing tenant obligations under the lease.

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- (v) Paying for utilities and services (unless paid by the family under the lease).
- (vi) Provisions on modifications to a dwelling unit occupied or to be occupied by a disabled person see the following note:

Note: Reasonable Modification of Existing Premises

(A) *It shall be unlawful for any person to refuse to permit, at the expense of a handicapped person, reasonable modifications of existing premises, occupied or to be occupied by a handicapped person, if the proposed modifications may be necessary to afford the handicapped person full enjoyment of the premises of a dwelling. In the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear expected. The landlord may not increase for handicapped persons any customarily required security deposit.*

However, where it is necessary in order to ensure with reasonable certainty that funds will be available to pay for the restorations at the end of the tenancy, the landlord may negotiate as part of such a restoration agreement a provision requiring that the tenant pay into an interest bearing escrow account, over a reasonable period, a reasonable amount of money not to exceed the cost of the restorations. The interest in any such account shall accrue to the benefit of the tenant.

(B) *However, where it is necessary in order to ensure with reasonable certainty that funds will be available to pay for the restorations at the end of the tenancy, the landlord may negotiate as part of such a restoration agreement a provision requiring that the tenant pay into an interest bearing escrow account, over a reasonable period, a reasonable amount of money not to exceed the cost of the restorations. The interest in any such account shall accrue to the benefit of the tenant.*

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A landlord may condition permission for a modification on the renter providing a reasonable description of the proposed modifications as well as reasonable assurances that the work will be done in a workmanlike manner and that any required building permits will be obtained.

8. Owner Certification

By execution of the HAP contract, the owner certifies that at such execution and at all times during the term of the HAP contract:

- (a) All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.
- (b) The owner is providing all the services, maintenance, equipment, and utilities as agreed to under the HAP contract and the leases with assisted families.
- (c) Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the Greensboro Housing Authority, and the lease is in accordance with the HAP contract and HUD requirements.
- (c) To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.
- (d) The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit.
- (e) The amount of the housing assistance payment is the correct amount due under the HAP contract.
- (f) The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.
- (g) Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payment or other consideration (from the family, the Greensboro Housing Authority, HUD, or any other public or private source) for rental of the contract unit.

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(h) The participating family does not own or have any interest in the contract unit.

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25.5 OPERATION OF PROJECT-BASED PROPERTIES

A. Project-Based Waiting List

The Greensboro Housing Authority shall use a separate waiting list for admission to the Project-Based HCVP Assistance Program. All applicants will be maintained by bedroom size, then preference and date and time of application. If an applicant rejects an offer of assistance of the Project-Based Assistance Program, the rejection will not alter the applicant's position on the HCVP Tenant Based Assistance Program. Greensboro Housing Authority may use separate waiting lists for PBV units in individual projects or buildings where accommodations have been made for special needs populations. Greensboro Housing Authority may also elect to accept referrals which identify special needs populations that may be best served by developments providing targeted accommodations.

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The waiting list for the Project-Based HCVP Assistance Program will be maintained in accordance with the following guidelines:

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1. The application will be a permanent file.
2. All applications will be maintained by bedroom size, preference and then in order of date and time of application.
3. Substantive contacts between the Greensboro Housing Authority and the applicant will be documented in the applicant file.

B. Admission Preferences

The preferences utilized shall be the same as is used for the Tenant Based Housing Choice Voucher Program.

C. Selection from the Waiting List

If an applicant is removed from the Project-Based Assistance Program waiting list because of the rejection of an offer of a unit, the rejection will not alter the applicants' position on the HCVP Tenant Based Assistance Program waiting list. Likewise, if the owner rejects the available applicant, the rejection will not be counted against the one unit offer and the family will maintain their position on the Project-Based HCVP Assistance Program. The owner must promptly notify the Greensboro Housing Authority in writing if an applicant is rejected and the grounds for the rejection.

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- Under this plan, the first qualified applicant in sequence on the HCVP Project-Based Assistance Program waiting list will be made an offer of project-based assistance based on the unit size available. If the available unit being offered is a unit with special accessibility features for persons with disabilities, the Greensboro Housing Authority will skip over families not requiring the accessible unit to reach a family who does require such accommodation

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Non-mobility impaired families will be offered these units if no family on the waiting list requires these features. The applicant family will only have one chance to accept a unit offer. If the applicant family rejects the offer, his or her name will be removed from the waiting list and he or she will have to re-apply. The applicant family will be notified in writing of the reason they are being removed from the waiting list and their right to an informal review as described in Section 4.10.

If more than one unit of the appropriate type and size is available, the first unit to be offered will be the first unit that is ready for occupancy.

The Greensboro Housing Authority will maintain a record of units offered, including location, date and circumstances of each offer and each acceptance or rejection, including the reason for the rejection.

All HCVP Tenant Based Assistance waiting list families who want project-based units will be permitted to place their names on the HCVP Project-Based Assistance Program waiting list.

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

D. Project-Based Briefing

When the Greensboro Housing Authority selects a family from the waiting list, the family will be invited to attend a briefing explaining how the project-based program works. In order to be eligible for a vacant unit, all adult family members are required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission.

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

The briefing will cover at least the following subjects:

1. A description of how the program works;
2. Family and owner responsibilities;
4. The fact that the subsidy is tied to the unit. After the initial 12-month period, the family has the right to move with continued tenant-based rental assistance, in the form of either assistance under the voucher program or other comparable tenant-based rental assistance; and
5. A description of the Greensboro Housing Authority's policy on providing information to owners.

E. Project-Based Briefing Packet

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

1. How the Housing Authority determines the housing assistance payment and total tenant payment for the family (including a copy of the utility allowances);
2. A statement of the Housing Authority's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the Housing Authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses;
3. The HUD-required lead-based paint brochure;
4. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;
5. The family and owner responsibilities under the lease and HAP contract;

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6. The grounds upon which the Housing Authority may terminate assistance because of the family's action or inaction; and
7. Greensboro Housing Authority informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing.

F. Leasing of Contract Units

1. Owner Selection of Tenants

During the term of the HAP contract, the owner must lease contract units only to eligible families selected and referred by the Greensboro Housing Authority from the Greensboro Housing Authority waiting list.

The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very-low income families and reasonably related to program eligibility and an applicant's ability to perform the lease obligations.

An owner must promptly notify in writing any rejected applicant of the grounds for any rejection.

2. Size of Unit

The contract unit leased to each family must be appropriate for the size of the family under the Greensboro Housing Authority's subsidy standards.

3. Greensboro Housing Authority Requirements for the Leasing of an Excepted Unit for Supportive Services

At the time of initial lease execution between the family and the owner, the Greensboro Housing Authority will require the family to sign a statement of family responsibility. The statement of family responsibility will contain all the family obligations, including the family's participation in a service program.

The Greensboro Housing Authority will monitor on a quarterly basis that "excepted families" are receiving supportive services. Additionally, the Greensboro Housing Authority will be monitoring the family to insure that the family is fulfilling their service obligation. This monitoring will consist of a meeting with the family and third party verification from the party responsible for delivery of the supportive services.

The Greensboro Housing Authority will terminate assistance to any family that fails to fulfill its service obligation without good cause.

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G. Vacancies

1. Filling Vacant Units

The owner must promptly notify the Greensboro Housing Authority of any vacancy (or expected vacancy) in a contract unit. After receiving the owner notice, the Greensboro Housing Authority will make every reasonable effort to promptly refer a sufficient number of families to the owner to fill such vacancies.

The owner must lease vacant contract units only to eligible families on the Greensboro Housing Authority waiting list referred by the Greensboro Housing Authority.

It is expected that the Greensboro Housing Authority and the owner will make reasonable good faith efforts to minimize the likelihood and length of any vacancy.

2. Reducing Number of Contract Units

If any contract units have been vacant for a period of 120 days or more since the owner notice of vacancy (and notwithstanding the reasonable good faith efforts of the Greensboro Housing Authority to fill such vacancies), the Greensboro Housing Authority may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

H. Tenant Screening

The Greensboro Housing Authority has no responsibility or liability to the owner or any other person for the family's behavior or suitability for tenancy.

1. Owner Responsibility

- (a) The owner is responsible for screening and selection of families to occupy the owner's units.
- (b) The owner is responsible for screening of families on the basis of their tenancy histories. An owner may consider a family's background with respect to such factors as:
 - (i) Payment of rent and utility bills:
 - (ii) Caring for a unit and premises:

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- (iii) Respecting the rights of other residents to the peaceful enjoyment of their housing;
- (iv) Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others; and
- (v) Compliance with other essential conditions of tenancy.

2. Providing Tenant Information to Owner

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- (a) The Greensboro Housing Authority will give the owner:
 - (i) The family's current and prior address (as shown in the Greensboro Housing Authority records); and
 - (ii) The name and address (if known) of the landlord at the family's current and any prior address.
- (b) When a family wants to lease a dwelling unit, the Greensboro Housing Authority will offer the owner other information in the Greensboro Housing Authority possession about the family, including information about the tenancy history of family members or about drug trafficking and criminal activity by family members.

I. Lease

A. Tenant's Legal Capacity

The tenant must have legal capacity to enter a lease under state and local law. Legal capacity means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

2. Form of Lease

The tenant and the owner must enter a written lease for the unit. Both the owner and the tenant must execute the lease.

If the owner uses a standard lease form for rental to unassisted tenants in the locality or for the premises, the lease must be in an acceptable form. If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease, such as a Greensboro Housing Authority model lease.

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In all cases, the lease must include a HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

3. Required Information

The lease must specify all of the following:

- (a) The names of the owner and the tenant;
- (b) The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);
- (c) The term of the lease (initial term and any provision for renewal);
- (d) The amount of tenant rent to owner. The tenant rent to owner is subject to change during the term of the lease in accordance with HUD requirements;
- (e) A specification of what services, maintenance, equipment, and utilities are to be provided by the owner; and
- (f) The amount of any charges for food, furniture, or supportive services.

4. Initial Term of the Lease

The initial lease term must be for at least one year.

5. Tenancy Addendum

The tenancy addendum in the lease shall state:

- (a) The program tenancy requirements; and
- (b) The composition of the household as approved by the Greensboro Housing Authority (names of family members and any Greensboro Housing Authority live-in aide).

All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum shall prevail over other provisions of the lease.

6. Changes in Lease

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If the tenant and the owner agree to any change in the lease, such change must be in writing and the owner must immediately give the Greensboro Housing Authority a copy of all such changes.

The owner must notify the Greensboro Housing Authority in advance of any proposed change in lease requirements governing the allocation of tenant and owner responsibilities for utilities. Such changes may be made only if approved by the Greensboro Housing Authority and in accordance with the terms of the lease relating to its amendment. The Greensboro Housing Authority will re-determine reasonable rent in accordance with Section 27.5 (C), based on any change in allocation of responsibility for utilities between the owner and the tenant, and the re-determined reasonable rent shall be used in calculation of rent to owner from the effective date of the change.

7. Lease Provisions Governing Tenant Absence From the Unit

The owner's lease may specify a maximum period of tenant absence from the unit that may be shorter than the maximum period permitted by the Greensboro Housing Authority in Section 2.3(H) of this Administrative Plan.

J. Security Deposit

The owner may collect a security deposit from the tenant. The Greensboro Housing Authority prohibits security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

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

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

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant. The Greensboro Housing Authority has no liability or responsibility for payment of any amount owed by the family to the owner.

K. Owner Termination of Tenancy and Eviction

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1. In general, Section 16.0, Termination of the Lease and Contract, of this Administrative Plan applies with the exception that 16(A)(2)(v) (3) & (4) do not apply to the Project-based Voucher Program. In the Project-based Voucher Program “good cause” does not include a business or economic reason or desire to use the unit for an individual, family, or non-residential rental purpose. Eviction for drug and alcohol abuse applies to the Project-based Voucher Program.
2. Upon lease expiration, an owner may:
 - (a) Renew the lease;
 - (b) Refuse to renew the lease for good cause;
 - (c) Refuse to renew the lease without good cause, which case the Greensboro Housing Authority will provide the family with a tenant based voucher and the unit will be removed from the Project-based Voucher HAP contract.
3. If a family resides in a project-based unit excepted from the 25 percent per building cap on project-basing because of participation in an FSS or other supportive services program, and the family fails without good cause to complete its FSS contract of participation or supportive services requirement, such failure is grounds for lease termination by the owner.

L. Overcrowded, Under-Occupied, and Accessible Units

1. Family Occupancy of Wrong-size or Accessible Unit

The Greensboro Housing Authority’s subsidy standards determine the appropriate unit size for the family size and composition. If the Greensboro Housing Authority determines that a family is occupying a:

- (a) Wrong-size unit, or
- (b) Unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the Greensboro Housing Authority must promptly notify the family and the owner of this determination, and of the Greensboro Housing Authority’s offer of continued assistance in another unit pursuant to paragraph (2) of this section.

2. Greensboro Housing Authority Offer of Continue Assistance

If a family is occupying a wrong size unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family

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that requires the accessibility features, the Greensboro Housing Authority will offer the family the opportunity to receive continued housing assistance in another unit.

The Greensboro Housing Authority will offer the following housing options as continued assistance.

- (a) Project-based voucher assistance in an appropriate-size unit (in the same building or in another building);
- (b) Other project-based housing assistance (e.g., by occupancy of a public housing unit);
- (c) Tenant-based rental assistance under the voucher program; or
- (d) Other comparable public or private tenant-based assistance (e.g., under the HOME program).

3. Greensboro Housing Authority Termination of Housing Assistance Payments

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If the Greensboro Housing Authority offers the family the opportunity to receive tenant-based rental assistance under the voucher program, the Greensboro Housing Authority will terminate the housing assistance payments for a wrong-sized or accessible unit at expiration of the term of the family's voucher (including any extension granted by the Greensboro Housing Authority).

If the Greensboro Housing Authority offers the family the opportunity for another form of continued housing assistance in accordance with (2) above, and the family does not accept the offer, does not move out of the project-based voucher unit within a reasonable time as determined by the Greensboro Housing Authority, or both, the Greensboro Housing Authority will terminate the housing assistance payments for the wrong-sized or accessible unit, at the expiration of a reasonable period as determined by the Greensboro Housing Authority.

M. When Occupancy May Exceed 25 Percent Cap on the Number of Project-Based Voucher Units in Each Building

- 1. Except as provided in Section 25.1 (B)(5), the Greensboro Housing Authority will not pay housing assistance under the HAP contract for contract units in excess of the 25 percent cap.

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- B. If referring families to the owner for admission to excepted units, the Greensboro Housing Authority will give preference to elderly or disabled families, or to families receiving supportive services.
3. If a family at the time of initial move-in is receiving supportive services and residing in an “excepted unit” and subsequently fulfills their commitments and continues to reside in the unit, the unit remains an “excepted unit” for as long as the family resides in the unit.
4. A family (or the remaining members of the family) residing in an excepted unit that no longer meets the criteria for a “qualifying family” in connection with the 25 percent per building cap exception (e.g., a family that does not successfully complete its FSS contract of participation or the supportive services requirement as defined in this Administrative Plan or the remaining members of a family that no longer qualifies for elderly or disabled family status) will be required to vacate the unit within a reasonable period of time established by the Greensboro Housing Authority, and the Greensboro Housing Authority will cease paying housing assistance payments on behalf of the non-qualifying family. If the family fails to vacate the unit within the established time, the unit will be removed from the HAP contract unless the project is partially assisted and it is possible for the HAP contract to be amended to substitute a different unit in the building in accordance with Section 27.4 (F) or the owner terminates the lease and evicts the family. The housing assistance payments for a family residing in an excepted unit that is not in compliance with its family obligations (e.g., a family fails, without good cause, to successfully complete its FSS contract of participation or supportive services requirement) will be terminated by the Greensboro Housing Authority.

N. Family Right to Move

A family may terminate the assisted lease at any time after the first year of occupancy. The family must give the owner advance written notice of the intent to vacate, with a copy to the Greensboro Housing Authority in accordance with the lease.

If the family has elected to terminate the lease after the first year in compliance with the lease, the Greensboro Housing Authority will offer the family the opportunity for continued tenant-based rental assistance in the form of either assistance under the voucher program or other comparable tenant-based rental assistance.

Note: Before providing notice to terminate the lease, the family must contact the Greensboro Housing Authority to request comparable tenant-based rental assistance if the family wishes to move with continued assistance. If voucher or

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other comparable tenant-based rental assistance is not immediately available upon termination of the family's lease of a project-based voucher unit, the Greensboro Housing Authority will give the family priority to receive the next available opportunity for continued tenant-based rental assistance.

If the family terminates the assisted lease before the end of one year, the family relinquishes the opportunity for continued tenant-based assistance.

25.6 RENT TO OWNER

A. Determining the Rent to Owner

1. Initial and Redetermined Rents

- (a) The amount of the initial rent to owner is established at the beginning of the HAP contract term. For rehabilitated or newly constructed housing, the Agreement states the estimated amount of the initial rent to owner, but the actual amount of the initial rent to owner is established at the beginning of the HAP contract term.
- (b) The rent to owner is redetermined at the owner's request for a rent increase in accordance with this Section 27.5 (A) and Section 27.5 (B) . The rent to owner is also redetermined at such time when there is a five percent or greater decrease in the published FMR.

2. Amount of Rent to Owner

Except for certain tax credit units as provided in Section 27.5 (C), the rent to owner must not exceed the lowest of:

- (a) An amount determined by the Greensboro Housing Authority, not to exceed 110 percent of the applicable fair market rent (or any exception payment standard approved by HUD) for the unit bedroom size minus any utility allowance;
- (b) The reasonable rent; or
- (c) The rent requested by the owner.

3. Rent to Owner for Certain Tax Credit Units

- (a) This section applies if:
 - (i) A contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986 (see 26 U.S.C. 42);

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- (ii) The contract unit is not located in a qualified census tract;

A “qualified census tract” is any census tract (or equivalent geographic area defined by the Bureau of the Census) in which at least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI) or where the poverty rate is at least 25 percent and where the census tract is designated as a qualified census tract by HUD.

- (iii) In the same building, there are comparable tax credit units of the same unit bedroom size as the contract unit and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and
- (iv) The tax credit rent exceeds the applicable fair market rental (or any exception payment standard) as determined in accordance with Section 27.5 (B).

- (b) The rent to owner must not exceed the lowest of:

- (i) The tax credit rent minus any utility allowance;
- (ii) The reasonable rent; or
- (iii) The rent requested by the owner.

- (c) The “tax credit rent” is the rent charged for comparable units of the same bedroom size in the building that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., additional assistance such as tenant-based voucher assistance).

4. Rent to Owner for Other Tax Credit Units

Except in the case of a tax credit unit described in the Section immediately above, the rent to owner for all other tax credit units is determined pursuant to Section 2 above.

5. Reasonable Rent

The Greensboro Housing Authority will determine reasonable rent in accordance with Section 27.5 (C). The rent to owner for each contract unit may at no time exceed the reasonable rent.

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6. Use of FMRs and Utility Allowance Schedule in Determining the Amount of Rent to Owner

(a) Amounts used

(i) Determination of Initial Rent (at the beginning of the HAP contract term)

When determining the initial rent to owner, the Greensboro Housing Authority will use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP contract. At its discretion, the Greensboro Housing Authority may use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract.

(ii) Redetermination of Rent to Owner

When redetermining the rent to owner, the Greensboro Housing Authority will use the most recently published FMR and the Greensboro Housing Authority utility allowance schedule in effect at the time of redetermination. At its discretion, the Greensboro Housing Authority may use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract.

(b) Exception Payment Standard and Greensboro Housing Authority Utility Allowance Schedule

(i) Any HUD approved exception standard amount applies to both the tenant-based and project-based voucher programs. HUD will not approve a different exception payment standard amount for use in the project-based voucher program.

(ii) The Greensboro Housing Authority may not establish or apply different utility allowance amounts for the project-based voucher program. The same Greensboro Housing Authority utility allowance schedule applies to both the tenant-based and project-based voucher programs.

7. Greensboro Housing Authority Owned Units

For Greensboro Housing Authority owned units, the initial rent to owner and the annual re-determination of rent at the annual anniversary of the

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HAP contract are determined by the independent entity approved by HUD in accordance with Section 27.5 (C)(6). The Greensboro Housing Authority must use the rent to owner established by the independent entity.

B. Re-determination of Rent to Owner

1. The Greensboro Housing Authority will re-determine the rent to owner:
 - (a) Upon the owner's request; or
 - (b) When there is a five percent or greater decrease in the published FMR.
2. Rent Increase
 - (a) The Greensboro Housing Authority will not make any rent increase other than an increase in the rent to owner as outlined in 27.5(A) above.
 - (b) The owner must request an increase in the rent to owner at the annual anniversary of the HAP contract by written notice to the Greensboro Housing Authority. The Greensboro Housing Authority must receive the written notice sixty (60) days before the annual anniversary date. The request must be submitted in the form and manner required by the Greensboro Housing Authority.
 - (c) The Greensboro Housing Authority will not approve and the owner will not receive any increase of rent to owner until and unless the owner has complied with all requirements of the HAP contract, including compliance with the HQS. The Greensboro Housing Authority will not grant any retroactive increase of rent for any period of noncompliance.
3. Rent Decrease

If there is a decrease in the rent to owner, the rent to owner must be decreased, regardless of whether the owner requested a rent adjustment.
4. Notice of Rent Determination

The Greensboro Housing Authority will give written notice of any redetermined rent. The Greensboro Housing Authority notice of the rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract.

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5. Contract Year and Annual Anniversary of the HAP Contract

- (a) The contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.
- (b) The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year. The adjusted rent to owner amount applies for the period of 12 calendar months from the annual anniversary of the HAP contract.
- (c) If contract units are placed under the HAP contract in stages commencing on different dates, there is a single annual anniversary for all contract units under the HAP contract. The annual anniversary for all contract units is the annual anniversary date for the first contract units placed under the HAP contract. The expiration of the HAP contract for all the contract units completed in stages must be concurrent with the end of the HAP contract term for the units originally placed under HAP contract.

C. Reasonable Rent

1. Comparability Requirement

At all times during the term of the HAP contract, the rent to owner may not exceed the reasonable rent as determined by the Greensboro Housing Authority.

2. Redetermination

The Greensboro Housing Authority will redetermine the reasonable rent under the following circumstances:

- (a) Whenever there is a five percent or greater decrease in the published FMR in effect sixty (60) days before the contract anniversary (for the unit sizes specified in the HAP contract) as compared with the FMR in effect one year before the contract anniversary;
- (b) Whenever the Greensboro Housing Authority approves a change in the allocation of responsibility for utilities between the owner and the tenant;
- (c) Whenever the HAP contract is amended to substitute a different contract unit in the same building; and

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- (d) Whenever there is any other change that may substantially affect the reasonable rent.

3. How to Determine Reasonable Rent

The reasonable rent of a contract unit must be determined by comparison to rent for other comparable unassisted units. In determining the reasonable rent, the Greensboro Housing Authority will consider factors that affect market rent, such as:

- (a) The location, quality, size, unit type, and age of the contract unit; and
- (b) Amenities, housing services, maintenance, and utilities to be provided by the owner.

4. Comparability Analysis

- (a) For each unit, the Greensboro Housing Authority comparability analysis will use at least three comparable units in the private unassisted market, which may include comparable unassisted units in the premises or project.
- (b) The Greensboro Housing Authority will retain a comparability analysis that shows how the reasonable rent was determined, including major differences between the unassisted units.
- (c) The comparability analysis may be performed by the Greensboro Housing Authority staff or by another qualified person or entity. A person or entity that conducts the comparability analysis and any Greensboro Housing Authority staff or contractor engaged in determining the housing assistance payment based on the comparability analysis may not have any direct or indirect interest in the property.

5. Owner Certification of Comparability

By accepting each monthly housing assistance payment from the Greensboro Housing Authority, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. The owner must give the Greensboro Housing Authority information requested by the Greensboro Housing Authority on rents charged by the owner for other units in the premises or elsewhere.

6. Determining Reasonable Rent for Greensboro Housing Authority Units

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For Greensboro Housing Authority units, the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with Section 27.1(J), rather than by Greensboro Housing Authority staff. Reasonable rent must be determined in accordance with this Section.

The independent entity must furnish a copy of the independent entity determination of reasonable rent for Greensboro Housing Authority owned units to the Greensboro Housing Authority and to the HUD field office where the project is located.

7. Other Subsidy; Effect on Rent to Owner

In addition to the rent limits established in accordance with 27.5(A)&(B), the following restrictions apply to certain units:

- (a) HOME – for units assisted under the HOME program, rents may not exceed rent limits as required by the HOME program.
- (b) Subsidized Projects

This paragraph applies to any contract units in any of the following types of federally subsidized project:

- (i) An insured or non-insured Section 236 project;
- (ii) A formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;
- (iii) A Section 221(d)(3) below market interest rate (BMIR) project;
- (iv) A Section 515 project of the Rural Housing Service;
- (v) A project receiving low-income housing tax credits;
- (vi) Any other type of federally subsidized project specified by HUD.

The rent to owner may not exceed the subsidized rent (basic rent) or tax credit rent as determined in accordance with requirements for the applicable federal program.

- (a) Combining Subsidy

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Rent to owner may not exceed any limitation required to comply with HUD subsidy layering requirements.

(b) Other Subsidy: Greensboro Housing Authority Discretion to Reduce Rent

The Greensboro Housing Authority, at its discretion, may reduce the initial rent to owner because of other governmental subsidies, including tax credit or tax exemption, grants, or other subsidized financing.

(c) Prohibition of Other Subsidy

The Greensboro Housing Authority will not attach or pay Project-based Voucher assistance to units in any of the following types of subsidized housing:

- (i) A public housing dwelling unit;
- (ii) A unit subsidized with any other form of ~~HCVP~~ assistance (tenant-based or project-based);
- (iii) A unit subsidized with any governmental rent subsidy (a subsidy that pays all or any part of the rent);
- (iv) A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
- (v) A unit subsidized with Section 236 rental assistance payments (12 U.S.C. 1715z-1). However, the Greensboro Housing Authority may attach assistance to a unit subsidized with Section 236 interest reduction payments;
- (vi) A unit subsidized with rental assistance payments under Section 521 of the Housing Act of 1949, 42 U.S.C. 1490a (a Rural Housing Service Program). However, the Greensboro Housing Authority may attach assistance for a unit subsidized with Section 515 interest reduction payments (42 U.S.C. 1485);
- (vii) A Section 202 project for non-elderly persons with disabilities (assistance under Section 162 of the Housing and Community Development Act of 1987, 12 U.S.C. 1701q note);

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- (viii) Section 811 project based supportive housing for persons with disabilities (42 U.S.C. 8013);
- (ix) Section 202 supportive housing for the elderly (12 U.S.C. 1701q);
- (x) A Section 101 rent supplement project (12 U.S.C. 1701s);
- (xi) A unit subsidized with any form of tenant-based rental assistance (as defined at 24 CFR 982.1(b)(2)) (e.g., a unit subsidized with tenant-based rental assistance under the HOME program, 42 U.S.C. 12701 et seq.);
- (xii) A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or by the Greensboro Housing Authority in accordance with HUD requirements. For this purpose, “housing subsidy” does not include the housing component of a welfare payment; a social security payment; or a federal, state, or local tax concession (such as relief from local real property taxes).

8. Rent to Owner: Effect of Rent Control and Other Rent Limits

In addition to all the above limitations on the rent paid to the owner, if a state or local rent control requirement exists, it will apply to the property.

25.7 PAYMENT TO OWNER

A. Greensboro Housing Authority Payment to Owner for Occupied Unit

1. When Payments Are Made

The Greensboro Housing Authority will make housing assistance payments to the owner in accordance with the terms of the HAP contract.

Except for discretionary vacancy payments in accordance with 27.6(B) below, the Greensboro Housing Authority will not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit).

2. Monthly Payment

Monthly, the Greensboro Housing Authority will make a housing assistance payment to the owner for each contract unit that is in

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compliance with HQS and is leased to and occupied by an eligible family in accordance with the HAP contract.

3. Calculating Amount of Payment

The monthly housing assistance payment by the Greensboro Housing Authority to the owner for a contract unit leased to a family is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

4. Prompt Payment

The Greensboro Housing Authority will make the housing assistance payment to the owner under the HAP contract on or about the first day of the month for which payment is due, unless the owner and the Greensboro Housing Authority agree on a later date. If such an agreement has been made, it must be in writing.

5. Owner Compliance with Contract

In order to receive housing assistance payments in accordance with the HAP contract, the owner must be in compliance with all the provisions of the HAP contract. Unless the owner complies with all the provision of the HAP contract, the owner does not have a right to receive housing assistance payments.

B. Vacancy Payment

1. Payment for Move-Out Month

If an assisted family moves out of the unit, the owner may keep the housing assistance payment payable for the calendar month when the family moves out (“move-out month”). If the Greensboro Housing Authority determines that the vacancy is the owner’s fault, the owner may not keep the payment.

2. Vacancy Payment

The Greensboro Housing Authority will make vacancy payments only for the month during which the vacancy occurs and not beyond.

C. Tenant Rent; Payment to Owner

1. Greensboro Housing Authority Determination

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The Greensboro Housing Authority will determine the tenant rent and effective dates of changes in rent in accordance with this HCVP Administrative Plan. The tenant rent is the portion of the rent to owner paid by the family.

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2. Tenant Payment to Owner

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The tenant rent is determined by the Greensboro Housing Authority and is the maximum amount the owner can charge the family for rent of a contract unit.

The tenant rent is payment for all housing services, maintenance, equipment, and utilities to be provided by the owner without additional charge to the tenant, in accordance with the HAP contract and lease.

The owner cannot demand or accept any rent payment from the tenant in excess of the tenant rent. The owner is required to immediately return any excess payment to the tenant.

3. Limit of Greensboro Housing Authority Responsibility

The Greensboro Housing Authority is responsible only for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract. The Greensboro Housing Authority is not responsible for paying the tenant rent, or for paying any other claim by the owner.

4. Utility Reimbursement

If the amount of the utility allowance exceeds the total tenant payment, the Greensboro Housing Authority will pay the amount of such excess as a reimbursement for tenant-paid utilities and the tenant rent to the owner shall be zero.

D. Other Fees and Charges

1. Meals and Supportive Services

In assisted living developments receiving project-based assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges will not be included in the rent to owner, nor will the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

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For any other type of project-based assistance (other than assisted living) the owner may not require the tenant or family members to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

2. Other Charges by Owner

The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premise.

26.0 VIOLENCE AGAINST WOMEN ACT

The Violence Against Women Act (VAWA) protects tenants and families members of tenants who are victims of domestic violence, dating violence or stalking from eviction or termination from housing assistance based on acts of violence against them. These provisions apply only public housing authorities and to landlords using the tenant-based Housing Choice Voucher Program or residing in project based Housing Choice Voucher housing

The law provides in part that criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, will 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 abuse. Also, the law provides that incidents or threats of domestic violence, dating violence, or stalking 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 such violence.

VAWA allows a GHA or owner to request an individual to certify via a HUD approved certification form that an individual is a victim of domestic violence, dating violence, or stalking, and that the incident or incidences of abuse are bona fide.

At the time a GHA or owner provides a tenant with a notice of termination of tenancy and eviction, GHA or owner may request that an individual certify to domestic violence protection using such a form. Also, GHA or owners may include such a certification form as part of a tenant packet or have such forms available at an administrative office. A separate certification form is required for each domestic violence incident. Without such a certification, a GHA or an owner may terminate assistance.

An individual must provide such a certification within 14 business days after an owner or public housing agency requests such a certification. An owner or GHA may extend the 14-day deadline.

If an individual does not provide a certification within 14 business days after an owner or public housing agency has requested such a certification in writing, then an owner may evict, or GHA

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may terminate voucher assistance or the public housing lease any tenant or lawful occupant that commits violations.

An individual may satisfy the certification requirement by:

- 1) Providing the requesting owner or GHA with documentation signed by an authorized employee, agency, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of the abuse, in which the professional attests under penalty of perjury to the professional's belief that the incident or incidents in question are bona fide incidents of abuse. A victim of domestic violence, dating violence, or stalking must sign or attest to the documentation.
Or:
- 2) Producing a Federal, State, or local police or court record.

An owner or GHA is not required to demand that an individual produce official documentation or physical proof of an individual's status as a victim of domestic violence, dating violence, sexual assault, or stalking in order to receive protection from termination or eviction. Failure to provide requested documentation may result in termination or eviction.

All information provided to a GHA, or owner is confidential. Notice of these rights must be given to tenants.

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GLOSSARY

1937 Housing Act: The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.]

Absorption: In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family. [24 CFR 982.4]

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which a tenant's rent is based.

Administrative fee: Fee paid by HUD to the housing authority for the administration of the program.

Administrative Plan: The plan that describes housing authority policies for the administration of the tenant-based programs.

Admission: The point when the family becomes a tenant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

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Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An emancipated minor is also considered an adult. An adult must have the legal capacity to enter a lease under State and local law. In the anti-drug portions of this policy, it also refers to a minor who has been convicted of a crime as an adult under any Federal, State or tribal law.

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

Amortization Payment: In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home. If furniture was included in the purchase price, the debt service must be reduced by 15% to exclude the cost of the furniture. The amortization cost is the initial financing, not refinancing. Set-up charges may be included in the monthly amortization payment.

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

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

- a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
- b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- c. Are not specifically excluded from Annual Income.
- d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

Applicant (applicant family): A family that has applied for admission to a program but is not yet a tenant in the program.

Assets: see net family assets.

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

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Assisted lease (lease): A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the housing authority.

Business Days: Days the housing authority is open for business.

Certification: The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

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

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

Citizen: A citizen or national of the United States.

Common space: In shared housing: Space available for use by the assisted family and other occupants of the unit.

Congregate housing: Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

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

Contiguous MSA: In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.

Continuously assisted: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Housing Choice Voucher Program or is temporarily residing in a shelter for a legitimate reason.

Cooperative: Housing owned by a corporation or association, and where a member of the

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corporation or association has the right to reside in a particular unit, and to participate in management of the housing.

Cooperative member: A family of which one or more members owns membership shares in a cooperative.

Covered Families: Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Covered Person: For purposes of the anti-drug provisions of this policy, a covered person is a tenant, any member of the tenant's household, a guest or another person under the tenant's control.

Currently engaging in: With respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity, currently engaging in means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current.

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

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

Department: The Department of Housing and Urban Development.

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

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

Disabled family: A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled person: See "person with disabilities."

Displaced family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been

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extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Displaced person: A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

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 relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

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 cohabited 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 persons acts under the domestic or family violence laws of the jurisdiction.

Drug: means 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.

Drug trafficking: The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

Economic self-sufficiency program: Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a tenant for work (including a substance abuse or mental health treatment program), or other work activities.

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

Elderly person: A person who is at least 62 years of age.

Employment: Employment for admission preference purposes is defined as:

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Employment must be current and have lasted a minimum of 365 calendar days prior to the time the preference is claimed. The employment must provide a minimum of 30 hours of work per week for the family member claiming the preference. A break in employment up to 30 days will be considered to have fulfilled the employment preference.

The amount of earned income shall not be a factor in granting this preference.

The employment part of this preference is also extended equally to, (1) a family if the head, spouse, or sole member is 62 years of age or older or who is receiving social security or Supplemental Security Income disability benefits or any other payments based on the individual's inability to work and, (2) any family whose head, spouse, co-head or unrelated partner of head of household is currently a full time student or enrolled in an employment training program.

Evidence of citizenship or eligible status: The documents that must be submitted to evidence citizenship or eligible immigration status.

Exception rent: An amount that exceeds the published fair market rent.

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

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

Fair market rent (FMR): The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately-owned existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

Family includes but is not limited to:

- a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- b. An elderly family;
- c. A near-elderly family;
- d. A disabled family;
- e. A displaced family;
- f. The remaining member of a tenant family; and
- g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

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Family members: include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058 form.

Family Rent to Owner: In the housing choice voucher program, the portion of rent to owner paid by the family.

Family self-sufficiency program (FSS program): The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family share: The portion of rent and utilities paid by the family or the gross rent minus the amount of the housing assistance payment.

Family unit size: The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

First-time homeowner: In the homeownership option, a family of which no member owned any present ownership interest in a residence of any family member during the three years before commencement of homeownership assistance for the family. The term "first-time homeowner" includes a single parent or displaced homemaker (as those terms are defined in 12 U.S.C. 12713) who, while married, owned a home with his or her spouse, or resided in a home owned by his or her spouse.

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

FMR/exception rent limit: The HCVP existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Housing Choice Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

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Full-time employment: Employment that averages at least 30 hours per week. This can include self-employment as long as the employees earns at least the average of the federal minimum wage over a 30 hour period.

Full-time student: A person who is attending school or vocational training on a full-time basis as defined by the institution.

Gross rent: The sum of the rent to the owner plus any utilities.

Group Home: A dwelling unit that is licensed by a State as a group home for the exclusive tenential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

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

Head of household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Home: In the homeownership option: A dwelling unit for which the Greensboro Housing Authority pays homeownership assistance.

Homeowner: In the homeownership option, a family of which one or more members owns title to the home.

Homeownership assistance: In the homeownership option, monthly homeownership assistance payments by the Greensboro Housing Authority. Homeownership assistance payment may be paid to the family, or to a mortgage lender on behalf of the family.

Homeownership expenses: In the homeownership option, a family's allowable monthly expenses for the home, as determined by the Greensboro Housing Authority in accordance with HUD requirements.

Homeownership option: Assistance for a homeowner or cooperative member under Sec. 982.625 to Sec. 982.641. A special housing type.

Household members: include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

Housing Assistance Payment (HAP): The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing quality standards (HQS): The HUD minimum quality standards for housing assisted under the HCVP.

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Housing voucher: A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The housing choice voucher also states the obligations of the family under the program.

Housing choice voucher holder: A family that has an unexpired housing choice voucher.

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.

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

Imputed welfare income: The amount of annual income not actually received by a family, as a result of a welfare benefit reduction for welfare fraud or the failure to comply with economic self-sufficiency requirements, that is nonetheless included in the family's annual income for purposes of determining rent.

Income category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Initial Housing Authority: In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

Initial payment standard: The payment standard at the beginning of the HAP contract term.

Initial rent to owner: The rent to owner at the beginning of the initial lease term.

Interest in the home: In the homeownership option:

- a. In the case of assistance for a homeowner, "interest in the home" includes title to the home, any lease or other right to occupy the home, or any other present interest in the home.
- b. In the case of assistance for a cooperative member, "interest in the home" includes ownership of membership shares in the cooperative, any lease or other right to occupy the home, or any other present interest in the home.

Interim (examination): A reexamination of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrant such a reexamination.

Jurisdiction: The area in which the housing authority has authority under State and local law to administer the program.

Law enforcement agency: The National Crime Information Center (NCIC), police departments and other law enforcement agencies that hold criminal conviction records.

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Lease: A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the housing authority.

Legal capacity: The tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

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

- a. Is determined to be essential to the care and well-being of the persons;
- b. Is not obligated for the support of the persons; and
- c. Would not be living in the unit except to provide the necessary supportive services.

A live-in aide is not a party to the lease.

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

Manufactured home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

Manufacture home space: In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

Medical expenses: Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

Membership shares: In the homeownership option, shares in a cooperative. By owning such cooperative shares, the share-owner has the right to reside in a particular unit in the cooperative, and the right to participate in management of the housing.

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

Moderate rehabilitation: Rehabilitation involving a minimum expenditure of \$1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

- a. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance); or

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- b. repair or replace major building systems or components in danger of failure.

Monthly adjusted income: One twelfth of adjusted income.

Monthly income: One twelfth of annual income.

Mutual housing is included in the definition of "cooperative".

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

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

Net family assets:

- a. Net cash value after deducting reasonable costs that would be incurred in disposal of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.
- d. For purposes of determining annual income under HCVP Homeownership, the term "net family assets" does not include the value of a home currently being purchased with assistance under the HCVP Homeownership Program. This exclusion is limited to the first 10 years after the purchase date of the home.

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Noncitizen: A person who is neither a citizen nor national of the United States.

Notice Of Funding Availability (NOFA): For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance and the criteria for awarding the funding.

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

Other person under the tenant's control: For the purposes of the definition of covered person it means the person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined in this section) 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 person or entity, including a cooperative, having the legal right to lease or sublease existing housing. In the anti-drug related Areas of this policy, it means the owner of federally assisted housing.

Tenant (tenant family): A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a tenant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

Payment standard: In a housing choice voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a housing choice voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

Permanently absent: A person or persons not actually residing in the unit who once lived there and does not intend to return. One becomes permanently absent when one vacates the unit.

Person with disabilities: A person who:

- A. Has a disability as defined in 42 U.S.C. 423
- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
 - 1. Is expected to be of long-continued and indefinite duration;
 - 2. Substantially impedes his or her ability to live independently; and
 - 3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
- C. Has a developmental disability as defined in 42 U.S.C. 6001

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

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For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence.

Portability: Renting a dwelling unit with HCVP tenant-based assistance outside the jurisdiction of the initial housing authority.

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Premises: The building or complex in which the dwelling unit is located, including common areas and grounds. For purposes of the anti-drug provisions of this policy it means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

Present ownership interest: In the homeownership option, "Present ownership option" in a residence includes title, in whole or in part, to a residence, or ownership, in whole or in part, of membership shares in a cooperative. "Present ownership interest" in a residence does not include the right to purchase title to the residence under a lease-purchase agreement.

Preservation: This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based HCVP assistance whose HAP contracts are about to expire.

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Private space: In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

Processing Entity: The person or entity who is responsible for making eligibility and related determinations and an income reexamination. In the HCVP and public housing programs the processing entity is the responsibility entity.

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Project-Based Assistance Program: A HCVP administered by an Housing Authority pursuant to 24 CFR part 983, as amended by HUD in the Federal Register, Vol. 66, No. 10 on January 16, 2001 *Revisions to PHA Project-Based Assistance Program; Initial Guidance*.

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

Public Housing: Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed finance project that are assisted by a PHA with capital or operating funds.

Public Housing Agency: A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

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Reasonable rent: A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

Receiving Housing Authority: In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a housing choice voucher, and provides program assistance to the family.

Re-certification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Remaining member of a tenant family: A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

Rent to owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Resident: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit. The term resident is interchangeable with the term tenant.

Responsible Entity:

A. For the public housing program, the HCVP tenant-based assistance program 24 CFR 982), and the HCVP project-based voucher program (24 CFR 983), and the HCVP moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;

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B. For all other HCVP, responsible entity means the HCVP project owner.

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Set-up charges: In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

Shared housing: A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

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

Single person: Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Single room occupancy housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

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Special admission: Admission of an applicant that is not on the housing authority waiting list, or admission without considering the applicant's waiting list position.

Special housing types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

Specified welfare benefit reduction:

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
- B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
 - 1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
 - 2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
 - 3. because a family member has not complied with other welfare agency requirements.

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.

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

Statement of family responsibility: An agreement in the form prescribed by HUD, between the housing authority and a family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

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Statement of homeowner obligations: In the homeownership option, the family's agreement to comply with program obligations.

Subsidy standards: Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family's housing choice voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

Temporarily absent: A person or persons not actually residing in a unit for a period of time while still maintaining control of the unit. If the absence exceeds 30 calendar days, the Housing Authority must agree to the absence.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit. The term tenant is interchangeable with the term resident.

Third-party (verification): Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling: see suspension.

Total tenant payment (TTP):

- (1) Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of:
 - a. 30% of the family's monthly adjusted income;
 - b. 10% of the family's monthly income;
 - c. Minimum rent; or
 - d. if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.
- (2) If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

Utility allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the

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unit, an amount equal to the estimate made or approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility hook-up charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Utility reimbursement: The portion of the housing assistance payment that exceeds the amount of the rent to owner. It is only paid when the housing assistance payment exceeds the rent to owner. If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA 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.

Verification:

- a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).
- b. The three types of verification are:
 - (1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.
 - (2) Documentation such as a copy of a birth certificate or bank statement
 - (3) Family certification or declaration (only used when third-party or documentation verification is not available)

Very low-income families: Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Violent criminal activity: Means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

Voucher (rental voucher): A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and

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the procedures for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

Voucher holder: A family holding a housing choice voucher with unexpired search time.

Waiting list admission: An admission from the housing authority waiting list. [24 CFR 982.4]

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments (including assistance provided under the Temporary Assistance for Needy Families (TANF) program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at 45 CFR 260.31).

45 CFR 260.31 defines the term “assistance” to include cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

It includes such benefits even when they are:

- C. Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and
- B. Conditioned on participation in work experience or community service (or any other work activity under 45 CFR 261.30).

Except where excluded later in this definition, it also includes supportive services such as transportation and childcare provided to families who are not employed.

The term “assistance” excludes:

- A. Nonrecurrent, short-term benefits that:
 - 1. Are designed to deal with a specific crisis situation or episode of need;
 - 2. Are not intended to meet recurrent or ongoing needs; and
 - 3. Will not extend beyond four months.
- B. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);
- C. Supportive services such as child care and transportation provided to families who are employed;
- D. Refundable earned income tax credits;

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- E. Contributions to, and distributions from, Individual Development Accounts;
- F. Services such as counseling, case management, peer support, childcare information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and
- G. Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

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

Welfare -to-Work (WTW) families: Families assisted with housing choice voucher funding awarded under the HUD welfare-to-work voucher program.

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ACRONYMS

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PBC	Project-Based Certificate (program)
QHWRA	Quality Housing and Work Responsibility Act of 1998
PHA	Public Housing Agency
TTP	Total Tenant Payment

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ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Greensboro Housing Authority, Greensboro, North Carolina

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ADMISSIONS AND CONTINUED OCCUPANCY POLICY

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

1.0 FAIR HOUSING

It is the policy of the Greensboro Housing Authority to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. The Greensboro Housing Authority shall affirmatively further fair housing in the administration of its public housing program.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Greensboro Housing Authority's programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Greensboro Housing Authority will provide Federal/State/local information to applicants/residents of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Greensboro Housing Authority office.

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

2.0 REASONABLE ACCOMMODATION

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

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Because disabilities are not always apparent, the Greensboro Housing Authority will ensure that all applicants/residents are aware of the opportunity to request reasonable accommodations.

2.1 VERIFICATION OF ACCOMMODATION REQUEST

Greensboro Housing Authority is entitled to obtain information that is necessary to evaluate if a requested reasonable accommodation may be necessary because of a disability.

- A. If a person's disability is obvious, or otherwise known to the provider, and if the need for the requested accommodation is also readily apparent or known, Greensboro Housing Authority will not request any additional information.
- B. If the requestor's disability is obvious, but the need for the accommodation is not readily apparent or known, Greensboro Housing Authority may request information that is necessary to evaluate the disability related need for the accommodation.
- C. If the requestor's disability is not obvious, Greensboro Housing Authority may request reliable disability-related information that (1) is necessary to verify that the person meets the Fair Housing Act's definition of disability (i.e. has a physical or mental impairment that substantially limits one or more major life activities), (2) describes the needed accommodation, and (3) shows the relationship between the person's disability and the need for the requested information.

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2.2 COMMUNICATION

All residents or their caretakers will be provided the Request for Reasonable Accommodation Form when requested. A resident may submit the request in writing, orally, or may use another equally effective means of communication to request the accommodation. All decisions granting or denying requests for reasonable accommodations will be in writing.

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3.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS

The Greensboro Housing Authority shall do its best, within reason, to assist people with Limited English Proficiency (LEP). This shall be accomplished by assessing the need of LEP persons using four factors. The GHA shall balance these factors in deciding what to do:

- A. The number or proportion of LEP persons served or encountered in the eligible service area;
- B. The Frequency with which LEP individuals come in contact with the program;

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C. The nature and importance of the program, activity, or service provided by the program; and

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D. The resources available to GHA and costs.

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4.0 FAMILY OUTREACH

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

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

The objective of this effort is to develop a waiting list that is representative of the low-income community. A particular emphasis will be placed on attracting eligible individuals and families least likely to apply for public housing.

5.0 RIGHT TO PRIVACY

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

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

6.0 REQUIRED POSTINGS

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

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the status of the waiting list (opened or closed)
- C. A listing of all the communities by name, address, number of units, units designed with special accommodations, address of all community offices, office hours,

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telephone numbers, TDD numbers, and Resident Facilities and operation hours

- D. Income Limits for Admission
- E. Utility Allowance Schedule
- F. Current Schedule of Routine Maintenance Charges
- G. Dwelling Lease
- H. Grievance Procedure
- I. Fair Housing Poster
- J. Equal Opportunity in Employment Poster
- K. Any current Greensboro Housing Authority Notices

7.0 TAKING APPLICATIONS

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. During the transition to asset management, GHA may elect to accept applications at 1300 B Ogden Street, Greensboro, NC 27406 (Hampton Homes Resource Center) or other GHA community locations. Notice will be placed in GHA offices and advertisements placed in a newspaper of general circulation.

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Applications to reside in Parkview Apartments, Windhill Apartments, The Villas at Willow Oaks, Willow Oaks Townhomes, Windhill Court Apartments, and the Havens will be accepted at the respective management offices. Applications received at the management offices will be considered for residency in the respective developments only.

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

Completed applications will be dated and time stamped. The Greensboro Housing Authority will verify the information.

Applications may be made in person on Monday – Friday from 8:30a.m.-5:00p.m. Applications will be mailed to interested families upon request.

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Persons with disabilities who require a reasonable accommodation in completing an application may call the Greensboro Housing Authority to make special arrangements. A

Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is (336) 271-3319.

The applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The Greensboro Housing Authority will make the changes in the applicant's computerized tenant data base and will update their place on the waiting list.

8.0 ELIGIBILITY FOR ADMISSION

8.1 INTRODUCTION

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

8.2 ELIGIBILITY CRITERIA

A. Family Status - All families must have a Head of Household or Co-Head of Household

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

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or more live-in aides.

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

4. A **disabled family**, which is:
 - a. A family whose head, spouse, or sole member is a person with disabilities;
 - b. Two or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one or more live-in aides.
 - d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.

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

6. A **remaining member of a resident family** is a family member of an assisted family who remains in the unit when other family members have left the unit.

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

8. Applicants for the public housing Parkview, Windhill Apartments, The Villas at Willow Oaks, ~~Willow Oaks Townhomes, Windhill Court Apartments, and the Havens~~ will be employed (an adult member employed full-time, at least 30 hours per week, for the past nine months) or be participants in the Community Supportive Services Program leading to employment and, if selected resident becomes unemployed, the resident will be given 90 days to find another job or be transferred to another GHA public housing unit. This requirement does not apply

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to the elderly or disabled families.

B. Income Eligibility

1. To be eligible for admission to Greensboro Housing Authority Communities the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area. If the property includes Low Income Housing Tax Credit units, a lower income cap will apply.
2. Income limits apply only at admission and are not applicable for continued occupancy.
3. Income limit restrictions do not apply to families transferring within our Public Housing Program.
4. The Greensboro Housing Authority may allow police officers who would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. Such occupancy must be needed to increase security for public housing residents. Their rent shall at least equal the cost of operating the public housing unit.

C. Citizenship/Eligibility Status

1. To be eligible for public housing each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a) or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However, people in the last category are not entitled to housing assistance in preference to any United States citizen or national resident within Guam.
2. Family eligibility for assistance.
 - a. A family shall not be eligible for assistance unless at least one member of the family residing in the unit is determined to have eligible status, with the exception noted below.
 - b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance (See Section 13.5 for calculating rents under the non-citizen rule).
 - c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of

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assistance.

D. Social Security Number Documentation

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

E. Signing Consent Forms

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

F. Special College Student Eligibility Rules

In order to be eligible for public housing, college students living outside their parent's or guardian's homes must have established a separate household for at least one year prior to applying to the public housing program. This will be verified by presenting to the Greensboro Housing Authority evidence of the establishment of the

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separate household.

The college student must not be claimed as a dependant by parents or guardians on their IRS returns. This will be verified by examining the student's IRS return for the previous year. The Greensboro Housing Authority will examine the box that asks if someone else claimed them on their tax return.

If the student is receiving an athletic scholarship that includes over \$5000 a year for housing costs, the student shall not be eligible for public housing.

8.3 *SUITABILITY*

- A. The Greensboro Housing Authority will evaluate past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other residents, Greensboro Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.

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

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

1. A credit check of the head, spouse, co-head, and any other adult family members;
2. A rental history check of all adult family members;
3. A criminal background check on all adult household members and youth 15 and above, including live-in aides. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Greensboro Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC). The criminal background check will proceed after each adult household member has signed a consent form designed by the Greensboro Housing Authority.

The information received as a result of the criminal background check shall be used solely for screening, lease enforcement and eviction purposes. The information derived from the criminal background check shall be shared only with employees of the Greensboro Housing Authority who have job-related need to have access to the information. The information shall be maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose(s) for which it is requested has been accomplished and the period for filing a challenge to the Housing Authority's action has expired without a challenge or final disposition of any litigation has occurred;

4. 
5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No household with an individual registered under a State sex offender registration will be admitted to public housing. The Greensboro Housing Authority will check with our State registry and if the applicant has resided in another State(s), with that State(s)'s list.

Deleted: A home visit. In the absence of a verifiable rental history management may elect to perform a home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and

If an applicant is denied housing based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and given the opportunity to dispute the accuracy of the information before the denial or eviction occurs.

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8.4 *GROUNDS FOR DENIAL*

The Greensboro Housing Authority is not required or obligated to assist applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent;
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other residents;
- F. Have a history of criminal activity by any household member during the last three (3) years involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other residents or staff or cause damage to the property;
- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other amounts to any housing authority in connection with their public housing or [HCVP](#) programs;
- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- J. Were evicted from federally assisted housing within the past three (3) years because of drug-related criminal activity. The three-year limit is based on the date of such eviction, not the date the crime was committed.

However, the Greensboro Housing Authority may admit the household if the PHA determines:

- 1. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the Greensboro Housing Authority; or
- 2. The circumstances leading to the eviction no longer exist (for example, the criminal household member is imprisoned or has died).

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- K. Are currently engaging in the illegal use of a controlled substance. For the purposes of this section, a member is “currently engaged in” the criminal activity if the person has engaged in this behavior recently enough to justify a reasonable belief that the behavior is current;

The Greensboro Housing Authority determines that it has reasonable cause to believe that a household member’s illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;

With respect to criminal activity described in paragraphs J, K, L, and M of this Section, Greensboro Housing Authority may require an applicant to exclude a household member in order to be admitted to public housing where that household member has participated in or been culpable for actions described in paragraphs J, K, L and M that warrants denial.

- L. The Greensboro Housing Authority 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;
- M. Have engaged in or threatened abusive or violent behavior towards any Greensboro Housing Authority staff member or resident;
- N. Fugitive felons, parole violators, and persons fleeing to avoid prosecution, or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;
- O. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a [HCVP](#) assisted property, or on the premises of other federally assisted housing;
- P. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

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- Q. **Violence Against Women:** No applicant for public housing who has been a victim of domestic violence, dating violence, or stalking shall be denied admission into the program if they are otherwise qualified and can provide certification per GHA’s Violence Against Women policy.

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In determining whether or not to deny admission for illegal drug use by a household member who is no longer engaging in such abuse, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, the Greensboro Housing Authority may consider whether such household member:

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- 1. Is participating in a supervised drug or alcohol rehabilitation program;

2. Has successfully completed a supervised drug or alcohol rehabilitation program; or
3. Has otherwise been successfully rehabilitated.

For this purpose, the Greensboro Housing Authority will require the applicant 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 GREENSBORO HOUSING AUTHORITY DENIES ADMISSION TO THE AUTHORITY'S PUBLIC HOUSING PROGRAM ON THE BASIS OF A CRIMINAL RECORD, THE HOUSING AUTHORITY MUST NOTIFY THE HOUSEHOLD OF THE PROPOSED ACTION AND MUST PROVIDE THE PERSON WITH THE CRIMINAL RECORD AND THE APPLICANT (HEAD OF HOUSEHOLD) WITH A COPY OF THE CRIMINAL RECORD AND AN OPPORTUNITY TO DISPUTE THE ACCURACY AND RELEVANCE OF THAT RECORD. THE APPLICANT WILL HAVE TEN (10) CALENDAR DAYS TO DISPUTE THE ACCURACY AND RELEVANCE OF THE RECORD IN WRITING. IF THE GREENSBORO HOUSING AUTHORITY DOES NOT RECEIVE THE DISPUTE WITHIN THE ALLOTTED TIME, THE APPLICANT WILL BE DENIED.

8.5 INFORMAL REVIEW

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

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

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

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

9.0 MANAGING THE WAITING LIST

9.1 OPENING AND CLOSING THE WAITING LIST

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

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

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

9.2 ORGANIZATION OF THE WAITING LIST

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

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

9.3 PURGING THE WAITING LIST

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

9.4 REMOVAL OF APPLICANTS FROM THE WAITING LIST

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

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unless:

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

Applicants will be offered the right to an informal review before being removed from the waiting list.

9.5

9.6 NOTIFICATION OF NEGATIVE ACTIONS

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

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All applicants who fail to keep a scheduled appointment with the Greensboro Housing Authority will be sent a notice withdrawing their name from the waiting list.

10.0 TENANT SELECTION AND ASSIGNMENT PLAN

10.1 PREFERENCES

The Greensboro Housing Authority will select families based on the following preferences within each bedroom size category and on our local housing needs and priorities:

- A. Families with an adult member employed full-time for the past 12 months (full-time is at least 30 hours per week); graduated from or enrolled full-time in an accredited non-profit institution of higher education (university, college, or community college); or enrolled in a job-training program, or a program that prepares someone for a job. Families meeting this requirement who are referred by homeless providers are included in this preference. Elderly and/or people with disabilities will qualify for

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this preference. Full-time students must have completed at least first year of their academic requirements and continuing. Persons on job training or job readiness programs must complete at least 50% of their course work and college graduates or graduates of job training or job readiness programs must be gainfully employed to receive this preference. However, an applicant shall be given the benefit of the working family preference if the head and spouse, or sole member is age 62 or older, or is a person with disabilities.

B Displaced person(s): Individuals or families displaced by public or private action. This preference includes individuals or families who have received a written condemnation notice from the City of Greensboro indicating condemnation of their rental unit is imminent. Renters who damage the rental home or are otherwise responsible for causing the condemnation are not eligible for this preference.

C All other applicants.

Based on the above preferences, all families in preference A will be offered housing before any families in preference B, and preference B families will be offered housing before any families in preference C.

For purposes of Parkview, Windhill Apartments, The Villas at Willow Oaks, Windhill Court Apartments, the Havens and Willow Oaks Townhomes, preferences will be given in the following order:

1. Former residents of Morningside Homes who are temporarily relocated and who request Parkview, Windhill Apartments, and/or The Villas at Willow Oaks as a permanent relocation.
2. Eligible GHA public housing HCVP applicants (including displaced families).

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

Buildings Designated as Elderly Only Housing: HUD has approved Gateway Plaza, Hall Towers and Stoneridge as being designated for elderly only. In filling vacancies in these communities, first priority will be given to elderly families. If there are no elderly families on the list, next priority will be given to the near elderly.

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

Deleted: Families Affected by Hurricane Katrina: A family participating in the public housing program from a jurisdiction declared as a federal disaster area as a result of Hurricane Katrina.¶

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CB. - Elderly/Disabled: A family whose head or spouse or sole member is at least sixty-two (62) years of age, or a Disabled Family as defined in Section 8.2, or disabled 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. ¶

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DC. -

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Deleted: ED. Families with an adult member employed full-time for the past 12 months (full-time is at least 30 hours per week); graduated from or enrolled full-time in an accredited non-profit institution of higher education (university, college, or community college); or enrolled in a job-training program, or a program that prepares someone for a job. Families meeting this requirement who are referred by homeless providers are included in this preference. Elderly and/or people with disabilities will qualify for this preference. Full-time students must have completed at least first year of their academic requirements and continuing. Persons on job training or job readiness programs must complete at least 50% of their course work and college graduates or graduates of job training or job readiness programs must be gainfully employed to receive this preference.¶

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feature applies or requires a transfer from a non-accessible unit. Any family required to transfer will be given a 30 calendar day notice.

10.2 ASSIGNMENT OF UNIT SIZE

1. Greensboro Housing Authority (GHA) units' bedrooms are of standard size. GHA recognizes HUD's rules related to Occupancy Standards in which two people are expected to share each bedroom. Accordingly, applicants/residents will be matched to a unit size that can adequately fit the number of family members and benefit individual circumstances. The following table depicts the manner in which, in general, individual/families are assigned units:

<u>Number of Bedrooms</u>	<u>Number of Persons</u>	
	<u>Minimum</u>	<u>Maximum</u>
<u>0</u>	<u>N/A</u>	<u>1</u>
<u>1</u>	<u>1</u>	<u>2</u>
<u>2</u>	<u>2</u>	<u>4</u>
<u>3</u>	<u>3</u>	<u>6</u>
<u>4</u>	<u>5</u>	<u>8</u>
<u>5</u>	<u>7</u>	<u>10</u>

2. The largest unit size that a family may be offered would provide no more than one bedroom per family member. A single disable or elderly person with a live-in aide will, at the minimum, be assigned a one-bedroom unit. Studio apartments will first be assigned to persons who declare that preference.

3. In order to maximize utilization, GHA will take the following factors into consideration when determining family composition:

- The presence of children to be born to a pregnant woman
- Children who are in the process of being adopted or under consideration for custody
- Children currently under a 50% or more joint custody decree
- Children who are temporarily away at school
- Children who are temporarily in foster care
- Families/individuals who have a live-in aide (but not a live-in aide's family)

4. In addition, a family consisting of a pregnant woman (with no other persons) will be treated as a two-person family. A single head of household parent will not be required to share a bedroom with his/her child, unless this is requested by the family.

5. The following exceptions may apply:

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- A validated request for the accommodation of a disability indicating the need for a single-bedroom occupancy (i.e., the individual needs space to store medical equipment and supplies)
- A family with persons of different generations and opposite sex, unless the family agrees they can share a bedroom
- The family includes children of opposite sex above age nine, unless the family agrees they can share the room

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Deleted: The following guidelines will be used to determine each family's unit size:

¶

¶

¶

Number of Bedrooms

10.3 SELECTION FROM THE WAITING LIST

The Greensboro Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be extremely low-income families whose annual income is at or below 30% of the area median income. In order to meet this requirement, the Greensboro Housing Authority may skip higher income families on the waiting list to reach extremely low-income families.

10.4 DECONCENTRATION POLICY

It is the Greensboro Housing Authority's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income communities and lower income families into higher income communities, enhancing the economic well-being of its current residents, and encouraging higher income residents who cannot yet afford the private marketplace to remain in public housing. Toward this end, families on the waiting list may be skipped over to reach other families with a lower or higher income and programs will be offered in partnership with various Greensboro supportive service providers to help residents achieve self-sufficiency.

This policy may not be construed to impose or require any specific income or racial quotas for any community.

10.5 DECONCENTRATION INCENTIVES

The Greensboro Housing Authority may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular community. This will include the use of flat rents by higher income residents that cannot afford the private marketplace.

10.6 OFFER OF A UNIT

When a unit becomes available, the first family on the waiting list who has the highest priority for this type of unit and whose income category would help to meet the deconcentration goal and/or the income-targeting goal will be contacted.

The family will be offered the opportunity to view the unit. The family will have 24 hours to accept or reject the unit. This verbal offer and the family's decision must be documented in

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the resident file.

10.7 REJECTION OF UNIT

If the family rejects a unit the family will be placed at the bottom of the waiting list and the application date and time will be changed to the date and time of the rejection. If the family rejects for good cause, they will retain their place on the waiting list. Good cause includes reasons related to proximity to work and childcare.

10.8 ACCEPTANCE OF UNIT

The family will be required to sign a lease that will become effective no later than three (3) business days after the date of acceptance or the business day after the day the unit becomes available, whichever is later. The initial term of the lease is one (1) year. During that one-year period, the lease shall be enforced thereby rendering the resident ineligible for any other GHA program that would require resident to terminate the lease.

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

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

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

The family will pay a security deposit at the time of lease signing. The security deposit will be equal to the Total Resident Payment or minimum amount set by bedroom size whichever is greater.

In exceptional situations, the Greensboro Housing Authority reserves the right to allow a new resident to pay their security deposit in installments. A minimum of \$50 shall be paid in advance and the balance paid in monthly installments of not less than \$25 per month. This shall be at the sole discretion of the Housing Authority.

In the case of a move within public housing, the security deposit for the first unit will be

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

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

11.0 INCOME, EXCLUSIONS, AND DEDUCTIONS FROM INCOME

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

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or the Greensboro Housing Authority believes that past income is the best available indicator of expected future income, the Greensboro Housing Authority may annualize the income anticipated for a shorter period, subject to a re-determination at the end of the shorter period.

11.1 INCOME

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

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

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or the Greensboro Housing Authority believes that past income is the best available indicator of expected future income, the Greensboro Housing Authority may annualize the income anticipated for a shorter period, subject to a re-determination at the end of the shorter period.

Annual income includes, but is not limited to:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

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- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.

- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. Income that could have been derived from assets worth more than \$1000 that were disposed of for less than fair market value within the past two years will be counted as income.

- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)

- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)

- F. When families report zero income and have no income excluded for rent computation, GHA has an obligation to pursue verification of income that reflects the family's lifestyle.

- G. Welfare assistance
 - 1. Welfare assistance payments
 - a. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

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- i. Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
 - ii. Are not otherwise excluded under paragraph Section 11.2 of this policy.
 - b. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
 - i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - ii. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

2. Imputed welfare income

- a. A family's annual income includes the amount of imputed welfare income (because of specified welfare benefits reductions from either welfare fraud or the failure to comply with economic self-sufficiency requirements, as specified in notice to the Greensboro Housing Authority by the welfare agency) plus the total amount of other annual income.
- b. At the request of the Greensboro Housing Authority, the welfare agency will inform the Greensboro Housing Authority in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the Greensboro Housing Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The Greensboro Housing Authority will use this information to determine the amount of imputed welfare income for a family.
- c. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the

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Greensboro Housing Authority by the welfare agency).

- d. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
- e. The Greensboro Housing Authority will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
- f. If a resident is not satisfied that the Greensboro Housing Authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Greensboro Housing Authority denies the family's request to modify such amount, then the Greensboro Housing Authority shall give the resident written notice of such denial, with a brief explanation of the basis for the Greensboro Housing Authority's determination of the amount of imputed welfare income. The Greensboro Housing Authority's notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision in accordance with our grievance policy. The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed welfare income in order to obtain a grievance hearing.
- g. Relations with welfare agencies
 - 1). The Greensboro Housing Authority will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the Greensboro Housing Authority written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.
 - 2). The Greensboro Housing Authority is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare

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agency to the housing authority. However, the Greensboro Housing Authority is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.

3). Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The Greensboro Housing Authority shall rely on the welfare agency notice to the Greensboro Housing Authority of the welfare agency's determination of a specified welfare benefits reduction.

H. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

I. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

11.2 ANNUAL INCOME

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the resident family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution unless it is an athletic scholarship that includes assistance for housing costs and that portion is included in income;

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- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
1. Amounts received under training programs funded by HUD;
 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the community. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the Greensboro Housing Authority Board of Commissioners. No resident may receive more than one such stipend during the same period of time;
 5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
 6. Temporary, nonrecurring or sporadic income (including gifts);
 7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
 8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
 9. Adoption assistance payments in excess of \$480 per adopted child;

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10. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
12. Amounts paid by a State agency to a family with a member who has a disability and is living at home to offset the cost of services and equipment needed to keep the disabled family member at home; or
13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility of benefits. These exclusions include:
 - a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 5044(g), 5058
 - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
 - c. Payments received under the Alaska Native Claims Settlement Act
 - d. Income from submarginal land of the U.S. that is held in trust for certain Indian tribes
 - e. Payments made under HHS's Low-Income Energy Assistance Program
 - f. Payments received under the Job Training Partnership Act
 - g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
 - h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
 - i. Amount of scholarships awarded under Title IV including Work Study
 - j. Payments received under the Older Americans Act of 1965

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- k. Payments from Agent Orange Settlement
- l. Payments received under the Maine Indian Claims Act
- m. The value of childcare under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the AmeriCorps Program
- p. Additional income exclusions provided by and funded by the Greensboro Housing Authority
- q. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation
- r. Allowances paid to children with spina bifida who are children of Vietnam veterans
- s. Crime victim compensation under the Victims of Crime Act
- t. Workforce Investments program allowances, earnings and payments under the Workforce Investment Act
- u. The \$600 transitional assistance subsidy, for applicants and tenants enrolled in the Medicare transitional assistance program, effective the date of receiving the benefits and any negotiated drug discounts received pursuant to the Medicare prescription drug discount card. This expires on May 15, 2006 or when the participant enrolls in the Medicare Prescription Drug Program.
- v. Any low-income subsidy received to assist low-income persons in paying for their Medicare Prescription Drug Program

The Greensboro Housing Authority will not provide exclusions from income in addition to those already provided for by HUD.

11.3 EARNED INCOME DISALLOWANCE

- 1. The incremental earnings due to employment during a cumulative 12-month period following date of initial hire shall be excluded. This exclusion is only

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available to the following families:

- a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
- b. Families who are or were, within 6 months, assisted under a State TANF or Welfare –to-Work Program,

During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

The disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion.

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

2. The Greensboro Housing Authority will determine seasonally-employed residents' and applicants' rent using one of two HUD-approved rent calculation methods. Residents will be informed of both methods and will be given the opportunity to select which method they want used when their rent is calculated. The applicant or resident will be required to select one of the two calculations methods: Method 1 and Method 2. For Method 1 a residents' actual income is annualized and an interim reexamination is conducted. For Method 2 a resident's anticipated income from all known sources is used with the support from a history of previous years income –no interim reexamination is conducted.

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11.4 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. The sum of the following, to the extent the sum exceeds three percent (3%) of annual income:
 1. Unreimbursed medical expenses of any elderly family or disabled family including any fee paid by the participant for the Medicare Prescription Drug Program; and

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2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.
 3. The Medicare assistance provided for the cost of drugs pursuant to prescription drug discount cards, negotiated drug price, or transitional assistance subsidies. (To be deleted after 5/15/06)
- D. Reasonable child-care expenses for children 12 and younger necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

11.5 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME

- A. If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within ten (10) calendar days of receipt by the resident.
- B. The Greensboro Housing Authority shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.
- C. After the reconciliation is complete, the Greensboro Housing Authority shall, if appropriate, adjust the resident's rent beginning at the start of the next month. If the reconciliation is completed during the final five (5) calendar days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the Greensboro Housing Authority shall do one of the following:
 1. Immediately collect the back rent due to the agency;
 2. Establish a repayment plan for the resident to pay the sum due to the agency;
 3. Terminate the lease and evict for failure to report income; or
 4. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency.

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11.6 COOPERATING WITH LAW ENFORCEMENT AGENCIES

The Greensboro Housing Authority will comply, on a case-by-case basis, with information requests from Federal, State or local law enforcement officers regarding possible fugitive felons and/or a parole or probation violators. The Greensboro Housing Authority will supply upon legitimate request (1) the current address, (2) Social Security number and (3) photograph (if available) of any recipient of assistance.

The Federal, State or local enforcement officer must submit a request that is (1) written, (2) on law enforcement agency letterhead, and (3) is signed by the requesting officer and his or her immediate supervisor. The request for information must provide the name of the fugitive felon and/or parole or probation violator being sought, and may include other personal information used for identification. The request should also comply with the following requirements:

- A. The law enforcement agency shall notify Greensboro Housing Authority that the fugitive felon and/or parole or probation violator (i) is fleeing to avoid prosecution, custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which, in the case of the State of New Jersey, is a high misdemeanor; or (ii) is violating a condition of probation or parole imposed under Federal or State law; or (iii) has information that is necessary for the officer to conduct his/her official duties;
- B. The location or apprehension of the recipient is within the Greensboro Housing Authority's official duties; and
- C. The request is made in the proper exercise of the law enforcement agency's official duties.

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11.7 COOPERATING WITH WELFARE AGENCIES

The Greensboro Housing Authority will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- A. To target assistance, benefits and services to families receiving assistance in the public housing and [HCVP](#) tenant-based assistance program to achieve self-sufficiency; and
- B. To provide written verification to the Greensboro Housing Authority concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

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12.0 VERIFICATION

The Greensboro Housing Authority will verify information related to waiting list preferences,

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

12.1 ACCEPTABLE METHODS OF VERIFICATION

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

Other information will be verified by the following five verification methods acceptable to HUD, in the order of preference indicated:

1. **Enterprise Income Verifications (EIV) – Level 1**

EIV is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals.

Current EIV resources include the following:

- a. **Tenant Assessment Subsystem (TASS)** – HUD's online system for Social Security (SS) and Supplemental Security Income (SSI) information.
- b. **State Wage Information Collection Agencies (SWICAs)**
- c. **State systems for the Temporary Assistance for Needy Families (TANF) program**
- d. **Credit Bureau Information (CBA) credit reports**
- e. **Internal Revenue Service (IRS) Letter 1722**
- f. **Private sector databases (e.g. The Work Number)**

The Greensboro Housing Authority will use additional EIV resources as they become available. This will be done before, during and/or after examinations and/or re-examinations of household income as appropriate.

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It is important to note that [EIV](#) data will only be used to verify a resident's eligibility for participation in a rental assistance program and to determine the level of assistance the resident is entitled to receive and only by properly trained persons whose duties require access to this information. Any other use, unless approved by the HUD Headquarters [EIV](#) Security System Administrator, is specifically prohibited and will not occur.

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No adverse action can be taken against a resident until the Greensboro Housing Authority has independently verified the [EIV](#) information and the resident has been granted an opportunity to contest any adverse findings through the established grievance procedure. The consequence of adverse findings may include the Greensboro Housing Authority requiring the immediate payment of any over-subsidy, the entering into a repayment agreement, eviction, criminal prosecution, or any other appropriate remedy.

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Furthermore, the information the Greensboro Housing Authority derives from the [EIV](#) system will be protected to ensure that it is utilized solely for official purposes and not disclosed in any way that would violate the privacy of the affected individuals.

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Once the data has served its purpose, it shall be destroyed by either burning or shredding the data.

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2. Third –Party Written Verifications – Level 2

This type of verification includes written documentation, with forms sent directly to and received directly from a source, not passed through the hands of the family. It may also be a report generated automatically by another government agency, i.e., Department of Welfare, Veterans Administration, etc.

Third-party written verifications may also be used to supplement [Enterprise Income Verifications](#). They will be utilized when there is a discrepancy of \$200 a month or more and the participant disputes the [EIV](#) results.

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Third-party verification of SS and SSI benefits shall be obtained by getting a copy of an official Social Security Administration letter of benefits from the person receiving the benefits and verification from HUD's on-line systems. If either of these forms of verification are not obtainable, then the file shall be documented as to why third-party verification was not used.

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The Greensboro Housing Authority will allow four (4) weeks for the return of third-party written verifications prior to continuing on to the next type of verification.

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3. Third-Party Oral Verifications – Level 3

This type of verification includes direct contact with the source, in person or by telephone. When this method is used, staff members will be required to document in writing with whom they spoke, the date of the conversation and the facts obtained.

The Greensboro Housing Authority will allow five (5) business days for the return of third-party oral verifications prior to continuing on to the next type of verification.

4. Review of Documents – Level 4

When EIV, written and oral third-party verifications are not available within the four (4) week and five(5) business days period allowed in paragraphs 2 and 3 above, the Housing Authority will use the information received by the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).

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5. Self-Certification and Self-Declaration – Level 5

When EIV, written and oral third-party verifications are not available within the four (4) week and five (5) business days period allowed in paragraphs 2 and 3 above, and hand-carried verification cannot be obtained, the Housing Authority will accept a statement detailing information needed, signed by the head, spouse, co-head, or other adult family member.

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Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name, date of contact, amount received, etc.

When any verification method other than Up-Front Income Verification is utilized, the Greensboro Housing Authority will document the reason for the choice of the verification methodology in the applicant/resident’s file.

12.2 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/eligible non-citizen status of each family member regardless of age must be determined.

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

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

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

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

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to public housing. If they are members of families that include citizens, the rent must be pro-rated.

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

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

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

If the Greensboro Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of three (3) years from the date of eviction or termination.

12.3 VERIFICATION OF SOCIAL SECURITY NUMBERS

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

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reexamination after turning six.

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

12.4 TIMNG OF VERIFICATION

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

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

12.5 FREQUENCY OF OBTAINING VERIFICATION

Household composition will be verified annually. The frequency that household income will be verified depends on the type of rent method chosen by the family.

For each family member, citizenship/eligible noncitizen status will be verified only once unless the family member is an eligible immigrant in a transition stage of admission. In this situation, their status must be updated until they are admitted for permanent residency. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible noncitizen status will be verified.

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

12.6 VERIFICATION OF ABSENT FAMILY MEMBER

If an adult member who was formerly a member of the household is reported permanently absent by the family, the Greensboro Housing Authority will consider any of the following as verification:

1. Documentation verifying husband and wife are legally divorced.
2. Documentation verifying husband and wife are legally separated.

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3. Order of protection/restraining order obtained by one family member against another.
4. Proof of another home address, which is limited to utility bills, bank statements, and/or driver's license/state identification card.
5. Statement from the Department of Social Services verifying absence from the household.
6. If the adult member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

12.7 VERIFICATION OF GUARDIANSHIP

The following documents will be required to determine verification of guardianship:

1. Documentation of Court-ordered assignment.
2. Verification from social services agency.
3. School records.

12.8 SPECIAL VERIFICATION FOR ADULT STUDENTS

In addition to other verification procedures, student head of households must provide a written signed certification that the student does or does not receive any financial support from his or her parents or guardians and whether or not the student is receiving an athletic scholarship. If support is received, the certification must state the amount of the anticipated support. The Greensboro Housing Authority shall verify that amount by using normal third party verification procedures communicating directly with the supporting person(s). If an athletic scholarship is involved, the Greensboro Housing Authority shall determine if any of the scholarship is available for housing costs.

12.9 VERIFICATION FOR DISABILITY STATUS

Greensboro Housing Authority is entitled to obtain information that is necessary to evaluate if a requested reasonable accommodation may be necessary because of a disability.

A. If a person's disability is obvious, or otherwise known to the provider, and if the need for the requested accommodation is also readily apparent or known, Greensboro Housing Authority will not request any additional information.

B. If the requestor's disability is obvious, but the need for the accommodation is not readily apparent or known, Greensboro Housing Authority may request information that is necessary to evaluate the disability related need for the accommodation.

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- C. If the requestor's disability is not obvious, Greensboro Housing Authority may request reliable disability-related information that (1) is necessary to verify that the person meets the Fair Housing Act's definition of disability (i.e. has a physical or mental impairment that substantially limits one or more major life activities), (2) describes the needed accommodation, and (3) shows the relationship between the person's disability and the need for the requested information.

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13.0 DETERMINATION OF TOTAL RESIDENT PAYMENT AND RESIDENT RENT

13.1 THE INCOME-BASED METHOD

The total resident payment is equal to the highest of:

- A. 10% of the family's monthly income;
- B. 30% of the family's adjusted monthly income; or
- C. The minimum rent of \$50.

13.2 FAMILY CHOICE

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

- A. Families who opt for the flat rent will be required to undergo the income reexamination process only every three years. Their family composition must be reviewed annually.
- B. Families who opt for the flat rent may request to have a reexamination and return to the income based method at any time for any of the following reasons:
 - 1. The family's income has decreased.
 - 2. The family's circumstances have changed increasing their expenses for child-care, medical care, etc.
 - 3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
- C. Families have only one choice per year except for financial hardship cases. In order for families to make informed choices about their rent options, the Greensboro will provide them with the following information whenever they have to make rent

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decisions:

1. The Greensboro Housing Authority's policies on switching types of rent in case of a financial hardship; and
2. The dollar amount of tenant rent for the family under each option. If the family chose a flat rent for the previous year, the Greensboro Housing Authority will provide the amount of income-based rent for the subsequent year only the year the Greensboro Housing Authority conducts an income reexamination or if the family specifically requests it and submits updated income information

13.3 *MINIMUM RENT*

The Greensboro Housing Authority has set the minimum rent at \$50. If the family requests a hardship exemption, however, the Greensboro Housing Authority will suspend the minimum rent beginning the month following the family's request until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

A. A hardship exists in the following circumstances:

1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program including a family that includes a member who is a non-citizen 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;
2. When the family would be evicted because it is unable to pay the minimum rent;
3. When the income of the family has decreased because of changed circumstances, including loss of employment; and
4. When a death has occurred in the family.

B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.

C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be not be imposed for a period of 90 calendar days from the beginning of the suspension of the minimum rent. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with Section 19 of this policy for any rent not

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paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of resident rent owed for the suspension period.

- D. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- E. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

13.4 THE FLAT RENT

The Greensboro Housing Authority has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its age, condition, amenities, services, and neighborhood. The Greensboro Housing Authority determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied at the next annual re-certification for each affected family (for more information on flat rents, see Section 15.2).

The Greensboro Housing Authority will post the flat rents at each of the communities and at the central office.

There is no utility allowance for families paying a flat rent because the Greensboro Housing Authority has already factored who pays for the utilities into the flat rent calculation.

13.5 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE

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

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

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

- A. Determine the 95th percentile of gross rents (resident rent plus utility allowance) for

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the Greensboro Housing Authority. The 95th percentile is called the maximum rent.

- B. Subtract the family's total resident payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total resident payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

13.6 UTILITY ALLOWANCE

The Greensboro Housing Authority has established utility allowances for all units. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the Greensboro Housing Authority will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

With the exception of Gateway Plaza and Hall Towers, electric and gas are paid by the residents directly to the utility company. The utility allowance will be subtracted from the family's formula or flat rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the Greensboro Housing Authority. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the resident. Any savings resulting from utility costs below the amount of the allowance belongs to the resident.

In Hall Towers and Gateway Plaza utilities furnished by Greensboro Housing Authority are included in the Tenant Rent.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place.

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

13.7 PAYING RENT

Rent and other charges are due and payable on the first day of the month. No cash shall be accepted as a rent payment except for the collection of rent related items (late payments,

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security deposits, revolving loan repayments, etc.) and that amount shall not exceed \$20.00 cash. This amount of cash can only be collected at Central Office.

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If the rent is not paid by the fifth of the month, a Notice to Vacate will be issued to the resident. In addition, a \$15 late charge will be assessed to the resident. Late payment of rent resulting in the initiation of eviction proceedings three times in a twelve-month period will result in a termination of the lease. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge for bank charges and/or fees.

14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE

14.1 GENERAL

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities), or (2) participate in an economic self-sufficiency program or (3) perform eight hours per month of combined activities as previously described unless they are exempt from this requirement. Failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

14.2 EXEMPTIONS

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

- A. Family members who are 62 or older.
- B. Family members who are blind or disabled as defined under 216(I)(1) or 1614 of the Social Security Act (42 U.S.C. 416(I)(1) and who certifies that because of this disability she or he is unable to comply with the community service requirements.
- C. Family members who are the primary care giver for someone who is blind or disabled as set forth in Paragraph B above.
- D. Family members engaged in work activity (at least 30 hours weekly) including:
 - 1. Unsubsidized employment;
 - 2. Subsidized private-sector employment;
 - 3. Subsidized public-sector employment;
 - 4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;

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5. On-the-job training;
 6. Job search and job-readiness assistance;
 7. Community service programs;
 8. Vocational educational training (not to exceed 12 months with respect to an individual);
 9. Job-skills training directly related to employment;
 10. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
 11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate; and
 12. The provision of childcare services to an individual who is participating in a community service program.
- E. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program
- F. Family members receiving assistance, benefits or services under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program.

14.3 NOTIFICATION OF THE REQUIREMENT

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

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after July 1, 2001. For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place.

14.4 VOLUNTEER OPPORTUNITIES

Community service includes performing work or duties in the public benefit that serve to

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improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

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

14.5 THE PROCESS

At the first annual reexamination on or after July 1, 2001, and each annual reexamination thereafter, the Greensboro Housing Authority will do the following:

- A. Provide a list of volunteer opportunities to the family members.
- B. Provide information about obtaining suitable volunteer positions.
- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet will require the resident to complete the form, have a supervisor date and sign for each period of work and return the form to Greensboro Housing Authority.
- D. At least thirty (30) calendar days before the family's next lease anniversary date, the Greensboro Housing Authority will determine whether each applicable adult family member is in compliance with the community service requirement.

14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

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

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

14.7 OPPORTUNITY FOR CURE

The Greensboro Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement

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over the past 12-month period. It will state the number of hours that the family member is deficient. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns go toward the current commitment until the current year's commitment is made.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service, Greensboro Housing Authority shall take action to terminate the lease unless the noncompliant family member no longer lives in the unit.

14.8 PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES

In implementing the service requirement, the Greensboro Housing Authority may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees, or replace a job at any location where residents perform activities to satisfy the service requirement.

15.0 RECERTIFICATIONS

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

15.1 GENERAL

The Greensboro Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or income method. The opportunity to select the flat rent is available only at this time. During recertification, the Greensboro Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family.

15.2 MISSED APPOINTMENTS

Any family that fails to keep a recertification appointment will be sent a letter announcing commencement of eviction against the family.

15.3 FLAT RENT METHOD

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

1. The family's income has decreased.

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2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.

Once a family returns to the income-based method during their "lease year" they cannot go back to a flat rent until their next annual reexamination.

- B. The dates upon which the Greensboro Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- C. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.

15.4 THE INCOME-BASED METHOD

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

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

The total tenant payment is equal to the highest of:

- A. 10% of the family's monthly income;
- B. 30% of the family's adjusted monthly income; or
- C. The minimum rent of \$50.

15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS

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

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

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

15.6 INTERIM REEXAMINATIONS

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified. Families are required to report the following changes to the Greensboro Housing Authority between regular reexaminations. If the family's rent is being determined under the income method, these changes will trigger an interim reexamination. The family shall report these changes within ten (10) calendar days of their occurrence.

- A. A member has been added to the family through birth or adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.
- C. An increase of income of \$40 per month or above must be reported within 10 days of its occurrence.
- D. The resident must report the receipt of a deferred payment in a lump sum that represents the delayed start of a periodic payment such as unemployment, which could result in an increase in rent.
- E. The resident may report a decrease in income or an increase in allowances or deductions that would result in a decrease in the resident's rent. Decreases in income that are verified to last less than thirty (30) calendar days will not be processed. Failure to report income changes within ten (10) days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, residents must report income decreases promptly.
- F. After rent has been adjusted downward, the resident must report all changes in Annual Income of at least \$40 per month immediately.

In order to add a household member other than through birth, adoption, or court-awarded custody, the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. GHA will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass

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the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the income method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with Section 15.8.

A resident requesting a live in aide will be required to provide verification of the need for a live-in aide. In addition, before approval of the live-in aide, the individual (live-in aide) must complete an application form for purposes of determining citizenship/eligible immigrant status and the live in aide will go through the screening process similar to the process for applicants. GHA will determine the eligibility of the live in aide before approval can be granted. If the individual is found to be ineligible or does not pass the screening criteria, the resident will be advised in writing and given the opportunity for an informal review. Under no circumstances will the live-in aide be added to the lease or be considered the last remaining member of a tenant family.

Families may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Greensboro Housing Authority will take timely action to process the interim reexamination and recalculate the resident's rent.

15.7 SPECIAL REEXAMINATIONS

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

15.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS

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

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

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

15.9 HOUSING AUTHORITY MISTAKES IN CALCULATING RENT

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If the Greensboro Housing Authority makes a mistake in calculating a resident's rent contribution and overcharges the resident, the resident shall receive a refund for the amount of the mistake going back a maximum of twenty-four (24) months. The refund shall be given to the resident as soon as practical or credited to the resident's account, whichever the resident desires unless the resident owes the Housing Authority money in which case the debt shall be offset to the degree possible before the resident chooses between the two refund methods.

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16.0 UNIT TRANSFERS

16.1 THE TRANSFER POLICY

Transfers from one GHA owned and managed community to another will be considered for the following reasons:

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

16.2 CATEGORIES OF TRANSFERS

Category A: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, or a hate crime. Other circumstances will be evaluated on a case-by-case basis.

Category B: Immediate administrative transfers. These transfers are necessary in order to

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permit a family needing accessible features to move to a unit with such a feature to enable modernization, revitalization, disposition, or demolition work to proceed.

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

16.3 DOCUMENTATION

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

16.4 COST OF THE FAMILY'S MOVE

The cost of the transfer generally will be borne by the family in the following circumstances:

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

The cost of the transfer will be borne by the Greensboro Housing Authority in the following circumstances:

- A. When the transfer is needed in order to carry out modernization, disposition, or demolition activities; or
- B. When action or inaction by the Greensboro Housing Authority has caused the unit to be unsafe or inhabitable.

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

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16.5 TENANTS IN GOOD STANDING

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

16.6 RIGHT OF THE GREENSBORO HOUSING AUTHORITY IN TRANSFER POLICY

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

16.7 TRANSFERS TO NON-GHA OWNED AND MANAGED PUBLIC HOUSING UNITS:

GHA does not control or participate in transfers to non-GHA owned and managed public housing units including the mixed income communities of Parkview, Windhill Apartments, The Villas at Willow Oaks, Windhill Court Apartments, The Havens and Willow Oaks Townhomes.

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17.0 INSPECTIONS

The Greensboro Housing Authority will conduct inspections as listed below:

17.1 MOVE-IN INSPECTIONS

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

17.2 ANNUAL INSPECTIONS

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

17.3 PREVENTATIVE MAINTENANCE INSPECTIONS

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

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17.4 SPECIAL INSPECTIONS

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

17.5 HOUSEKEEPING INSPECTIONS

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

17.6 NOTICE OF INSPECTION

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

17.7 EMERGENCY INSPECTIONS

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

17.8 MOVE-OUT INSPECTIONS

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

18.0 PET POLICY

18.1 EXCLUSIONS

This policy does not limit or impair the rights of persons with disabilities or their right to have a service animal to assist, support or provide service to persons with disabilities. Assistive animals are allowed in all public housing facilities under this policy with the same restrictions, except deposits and weight restrictions shall be waived. In addition, all tenants must maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

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18.2 PETS IN PUBLIC HOUSING

The Greensboro Housing Authority allows for pet ownership in its developments with the written pre-approval of the Housing Authority. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to hold the Greensboro Housing Authority harmless from any claims caused by an action or inaction of the pet.

18.3 APPROVAL

Residents must have the prior written approval of the Housing Authority before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before the Housing Authority will approve the request. Residents must give the Housing Authority a picture of the pet so it can be identified if it is running loose.

18.4 TYPES AND NUMBER OF PETS

The Greensboro Housing Authority will allow only common household pets. This means only domesticated animals such as a dog, cat, bird, rodent (including a rabbit), fish in aquariums or a turtle will be allowed in units. Common household pets do not include reptiles (except turtles). If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern. All dogs and cats must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact.

Only one four-legged pet per unit will be allowed.

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed.

No animal may exceed fifteen (15) pounds in weight or twelve (12) inches in height projected to full adult size.

18.5 INOCULATIONS

In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian or state or local official shall be annually filed with the Greensboro Housing Authority to attest to the inoculations.

18.6 PET DEPOSIT

A pet deposit of \$350 is required at the time of newly registering a pet. The deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damage beyond normal wear and tear. In addition, residents of family developments will pay a

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monthly pet maintenance charge of \$25 per month along with their normal rent.

18.7 FINANCIAL OBLIGATION OF RESIDENTS

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and the Greensboro Housing Authority reserves the right to exterminate and charge the resident.

18.8 NUISANCE OR THREAT TO HEALTH OR SAFETY

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors or Greensboro Housing Authority personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the pet or move him/herself.

Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one half hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance.

18.9 DESIGNATION OF PET AREAS

Pets must be kept in the owner's apartment or on a leash at all times when outside the unit (no outdoor cages may be constructed). Pets will be allowed only in designated areas on the grounds of the property if the Greensboro Housing Authority designates a pet area for the particular site. Pet owners must clean up after their pets and are responsible for disposing of pet waste.

With the exception of assistive animals no pets shall be allowed in the community room, community room kitchen, laundry rooms, public bathrooms, lobby, beauty shop, hallways or office in any of our sites.

To accommodate residents who have medically certified allergic or phobic reactions to dogs, cats, or other pets, those pets may be barred from certain wings (or floors) in our development(s)/(building(s)). This shall be implemented based on demand for this service.

18.10 MISCELLANEOUS RULES

Pets may not be left unattended in a dwelling unit for over ten hours. If the pet is left unattended and no arrangements have been made for its care, the Housing Authority will have the right to enter the premises and take the uncared for pet to be boarded at a local animal care facility at the total expense of the resident.

Pet bedding shall not be washed in any common laundry facilities.

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Residents must take appropriate actions to protect their pets from fleas and ticks.

All dogs must wear a tag bearing the resident's name and phone number and the date of the latest rabies inoculation.

Pets cannot be kept, bred or used for any commercial purpose.

Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner.

A pet owner shall physically control or confine his/her pet during the times when Housing Authority employees, agents of the Housing Authority or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc.

If a pet causes harm to any person, the pet's owner shall be required to permanently remove the pet from the Housing Authority's property within 24 hours of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

A pet owner who violates any other conditions of this policy may be required to remove his/her pet from the development within 10 calendar days of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

The Housing Authority's grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

18.11 VISITING PETS

No visiting pets will be allowed.

18.12 REMOVAL OF PETS

The Greensboro Housing Authority, or an appropriate community authority, shall require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

In the event of illness or death of pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the Greensboro Housing Authority has permission to call the emergency caregiver designated by the resident or the local Animal Control Agency to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.

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19.0 REPAYMENT AGREEMENTS

When a resident owes the Greensboro Housing Authority back charges and is unable to pay the balance by the due date, the resident may request that the Greensboro Housing Authority allow them to enter into a Repayment Agreement. The Greensboro Housing Authority has the sole discretion of whether to accept such an agreement. However, the Greensboro Housing Authority will allow Repayment Agreements for the payment of minimum rents.

All Repayment Agreements must assure that the full payment is made within a period to be determined by the Housing Authority. All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the Resident to eviction procedures. Repayment Agreements will also be allowed for those residents whose rental amount was the minimum rent and who had their rent abated for a temporary period.

20.0 TERMINATION

20.1 *TERMINATION BY RESIDENT*

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

20.2 *TERMINATION BY THE GREENSBORO HOUSING AUTHORITY*

The Greensboro Housing Authority after July 1, 2002 will not renew the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

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

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments;
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;

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- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for Greensboro Housing Authority approved resident businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes any tenant, member of a tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control. This includes, but is not limited to, the manufacture of methamphetamine on the premises of the Greensboro Housing Authority or on the premises of any other federally assisted housing;
- K. Non-compliance with Non-Citizen Rule requirements;
- L. Permitting persons not on the lease to reside in the unit more than fourteen (14) calendar days each year without the prior written approval of the Greensboro Housing Authority;
- M. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Authority by the resident, household members, or guests of the resident or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy;
- N. Alcohol abuse that the Greensboro Housing Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- O. Failure to perform required community service or be exempted there from;
- P. The Greensboro Housing Authority will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program;
- Q. Determination that a household member is illegally using a drug or when GHA determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- R. Criminal activity as shown by a criminal record. In such cases GHA will notify the household of the proposed action to be based on the information and will provide the subject of the record and the tenant with a copy of the criminal record before the

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Greensboro Housing Authority grievance hearing or court trial concerning the termination of tenancy or eviction. The tenant will be given the opportunity to dispute the accuracy and relevance of that record in the grievance hearing or court trial; ~~and~~

- S. Currently owes rent or other amounts as a result of unreported income in excess of \$2400 annually, or \$200 monthly, and refuses to sign a repayment agreement to the Greensboro Housing Authority in connection with HCVP or Public Housing assistance under the 1937 Act is grounds for termination; and
- T. Other good cause.

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In deciding to terminate a tenancy for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, the Greensboro Housing Authority may consider whether such household member:

1. Is participating in a supervised drug or alcohol rehabilitation program;
2. Has successfully completed a supervised drug or alcohol rehabilitation program; or
3. Has otherwise been successfully rehabilitated.

For this purpose, the Greensboro Housing Authority may require the leaseholder to submit evidence of one of the above 3 statements.

20.3 VIOLENCE AGAINST WOMEN

The Violence Against Women Act (VAWA) protects tenants and families members of tenants who are victims of domestic violence, dating violence or stalking from eviction or termination from housing assistance based on acts of violence against them.

The law provides in part that criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, will 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 abuse. Also, the law provides that incidents or threats of domestic violence, dating violence, or stalking 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 such violence.

VAWA allows a GHA or owner to request an individual to certify via a HUD approved certification form that an individual is a victim of domestic violence, dating violence, or stalking, and that the incident or incidences of abuse are bona fide.

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At the time GHA or owner provides a tenant with a notice of termination of tenancy and eviction, GHA or owner may request that an individual certify to domestic violence protection using such a form. Also, GHA or owners may include such a certification form as part of a tenant packet or have such forms available at an administrative office. A separate certification form is required for each domestic violence incident. Without such a certification, a GHA or an owner may terminate assistance.

An individual must provide such a certification within 14 business days after an owner or public housing agency requests such a certification. An owner or GHA may extend the 14-day deadline.

If an individual does not provide a certification within 14 business days after an owner or public housing agency has requested written certification, then an owner may evict, or GHA may terminate voucher assistance or the public housing lease any tenant or lawful occupant that commits violations.

An individual may satisfy the certification requirement by:

- 1) Providing the requesting owner or GHA with documentation signed by an authorized employee, agency, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of the abuse, in which the professional attests under penalty of perjury to the professional's belief that the incident or incidents in question are bona fide incidents of abuse. A victim of domestic violence, dating violence, or stalking must sign or attest to the documentation.
Or:
- 2) Producing a Federal, State, or local police or court record.

An owner or GHA is not required to demand that an individual produce official documentation or physical proof of an individual's status as a victim of domestic violence, dating violence, sexual assault, or stalking in order to receive protection from termination or eviction. Failure to provide requested documentation may result in termination or eviction.

All information provided to a GHA, or owner is confidential. Notice of these rights must be given to tenants.

20.4 ABANDONMENT

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

When a unit has been abandoned, a Greensboro Housing Authority representative may enter the unit and inventory the personal property. GHA will maintain the personal property in the

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unit for a period of 10 days; if the property is not claimed, it will be disposed of in accordance with state law.

20.5 RETURN OF SECURITY DEPOSIT

After a family moves out, the Greensboro Housing Authority will return the security deposit within thirty (30) calendar days and give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

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

The Greensboro Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within 30 calendar days.

21.0 CONDUCTING BUSINESS IN ACCORDANCE WITH CORE VALUES AND ETHICAL STANDARDS

21.1 PURPOSE

This Code of Conduct establishes standards for employee and Commissioner conduct that will assure the highest level of public service. Recognizing that compliance with any ethical standards rests primarily on personal integrity and specifically in this situation with the integrity of the employees and Commissioners of GHA, this section sets forth those acts or omissions of acts that could be deemed injurious to the general mission of the Authority.

This Code of Conduct is not intended, nor should it be construed, as an attempt to unreasonably intrude upon the individual employee or Commissioner's right to privacy and the right to participate freely in a democratic society and economy.

21.2 CONFLICT OF INTEREST

In accordance with 24 CFR 982.161, neither GHA nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with the tenant-based programs in which any of the following classes of persons has any interest, direct or indirect, during his or her tenure with GHA or for one year thereafter:

- A. Any present or former member or officer of GHA (except a participant commissioner);
- B. Any employees of GHA or any contractor, subcontractor or agent of GHA who

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- formulates policy or who influences decisions with respect to the programs;
- C. Any public official, member of a governing body, or State or local legislator who exercises functions or responsibilities with respect to GHA programs; or
- D. Any member of the Congress of the United States.

Any member of the classes described in A-D must disclose their interest or prospective interest to GHA and HUD.

The Conflict of Interest prohibition under this section (24.2) may be waived by the HUD Field Office upon the request of GHA for good cause.

21.3 PROHIBITION OF SOLICITATION OR ACCEPTANCE OF GIFTS

No Commissioner or Authority employee shall solicit any gift or consideration of any kind, nor shall any Authority employee accept or receive a gift having value in excess of \$25.00 regardless of the form of the gift, from any person who has an interest in any matter proposed or pending before the Authority.

21.4 HOUSING AUTHORITY ADMINISTRATIVE AND DISCIPLINARY REMEDIES FOR VIOLATION OF HOUSING AUTHORITY CODE OF CONDUCT

Violations of this Code of Conduct Policy will result in disciplinary action as outlined in GHA’s Personnel Policy.

22.0 SUPPORT FOR OUR ARMED FORCES

A major and important component of our armed forces are the part-time military personnel that serve in various Reserve and National Guard units. The Greensboro Housing Authority is very supportive of these men and women. An unfortunate fact of service in both the Reserves and National Guard is that from time to time their personnel are activated to full-time status and asked to serve our country in a variety of ways and circumstances. Whenever the Federal Government activates Reserve and/or National Guard personnel, the Greensboro Housing Authority wants to support these brave warriors in the following manners:

- A. If a family finds it necessary for another adult to temporarily move into a unit solely to serve as a temporary guardian for children residing in the unit, the income received by the temporary guardian will not be counted in determining family income.
- B. Although typically a criminal background check is required before anyone can move into a public housing unit, this requirement will be waived for a temporary guardian. Instead, the background check will occur after the person moves in. If the results of the check dictate that the person is ineligible for public housing, the family shall be given a reasonable time to find a replacement temporary guardian.

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- C. Recognizing that activation in the Reserves or National Guard can be very disruptive to a family's income, the Greensboro Housing Authority will expeditiously re-evaluate a resident's rent if requested to do so and will exercise reasonable restraint if the activated resident has trouble paying their rent.
- D. Typically a unit cannot be held by a family that is not residing in it as their primary residence. If all members of a military family are temporarily absent from the unit because a member of the family has been called to active duty, the family can retain control of the unit by paying the required rent and returning to the unit within 30 calendar days of the conclusion of the active duty service.

23.0 ANTI-FRAUD POLICY

The Greensboro Housing Authority is fully committed to combating fraud in its public housing program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading the Greensboro Housing Authority. It results in the inappropriate expenditure of public housing funds and/or a violation of public housing requirements.

Although there are numerous different types of fraud that may be committed, the two most common are the failure to fully report all sources of income and the failure to accurately report who is residing in the residence. The Greensboro Housing Authority shall aggressively attempt to prevent all cases of fraud.

When a fraudulent action is discovered, the Greensboro Housing Authority shall take action. It shall do one or more of the following things depending on circumstances and what it determines appropriate:

- A. Require the resident to immediately repay the amount in question;
- B. Require the resident to enter into a satisfactory repayment agreement as set forth in a previous section of this Policy;
- C. Terminate the resident's tenancy;
- D. Refer the case for criminal prosecution; or
- E. Take such other action as the Greensboro Housing Authority deems appropriate.

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The following guidelines will be used to determine each family's unit size:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	5	8
5	7	10

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one-person families.

In determining bedroom size, the Greensboro Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children currently under a 50% or more joint custody decree, children who are temporarily away at school, or children who are temporarily in foster care and in the presence of a live-in aide. The family of a live-in aide will not be considered in determining bedroom size. A family consisting of a pregnant woman (with no other persons) will be treated as a two-person family.

Resident Survey Follow-Up Action Plan

Communication:

- Continue to post annual notices of the maintenance and repair list in the common areas of each site. Date to be accomplished: On-going Funding Source: N/A
- Conduct a resident survey to receive input into areas of PHA activities including services, maintenance, safety, neighborhood appearance. Date to be accomplished: On-going Funding Source: N/A
- Continue to review rules, regulations, and major issues of the lease during annual re-certification. Date to be accomplished: On-going Funding Source: N/A
- Install a resident bulletin board in the lobby of each management office to post “resident news” items of interest. This bulletin board will include a calendar of projected annual events, activities, and support services information. Date to be accomplished: Ongoing. Funding source: N/A.
- Send a calendar of upcoming events and list of activities affecting residents to resident leaders each quarter. Date to be accomplished: Ongoing. Funding source: N/A.

Safety:

- Continue to include more information about safety in the resident newsletter. Date to be accomplished: On-going Funding Source: N/A
- Continue to discuss safety at Resident Council meetings at least quarterly. Date to be accomplished: On-going Funding Source: N/A
- Continue our collaboration with local police. Date to be accomplished: On-going Funding Source: N/A
- Management will periodically walk property to assess exterior conditions and report problems. Date to be accomplished: On-going Funding Source: N/A
- Police officers will engage in a “knock and talk” program to meet new residents within 30-days of move-in. Date to be accomplished: Ongoing Funding Source: N/A
- Sponsor Fire Prevention activities in each community annually. Date to be accomplished: October 2008. Funding source: N/A.
- Pass out “crime reporting information” flyers immediately after a violent crime is committed to solicit resident support for law enforcement efforts. Date to be accomplished: May 2008. Funding source: N/A.

Neighborhood Appearance:

- Continue the "Yard of the Month" program. Date to be accomplished: On-going Funding Source: N/A

- Continue to work with grounds contractors to expand the frequency of litter pick-up in parking areas, recreation areas and around dumpster pads. Date to be accomplished: On-going Funding Source: N/A
- Continue to conduct quarterly sessions with pest control contractor to identify rodent and insect problem areas. Date to be accomplished: On-going Funding Source: N/A
- Continue to monitor management office site inspections to identify and remove all abandoned vehicles. Date to be accomplished: On-going Funding Source: N/A
- Work with Resident Councils on “clean-up” campaigns designed to improve community curb appeal. Date to be accomplished: Ongoing. Funding Source: N/A.

Voluntary Conversion Assessments

- a. How many of the PHA's developments are subject to the Required Assessments? **12**
- b. How many of the PHA's developments are not subject to the Required Initial Assessments based on exemptions (e.g., elderly and/or disabled developments not general occupancy projects)? **4**
- c. How many assessments were conducted for the PHA's covered developments? **12**
- d. Identify PHA developments that may be appropriate for conversion based on the Required Initial Assessments: **None**
- e. If the PHA has not completed the Required Initial Assessments, describe the status of these assessments: **All assessments have been completed as required.**

Average Incomes for Communities Subject to Deconcentration Rule*

Smith Homes	6,179.00
Ray Warren	7,770.00
Hampton Homes	7,767.00
Claremont Courts	7,467.00
Baylor-Woodberry	9,183.00
Hickory Trails	7,936.00
Hickory Trails Annex	6,474.00
Lakespring Courts	8,924.00
Applewood	7,830.00
Pear Leaf	6,418.00
Silverbriar	6,734.00
Laurel Oaks	10,139.00
River Birch	13,785.00
Total:	<u>106,606.00</u>

Average Income: 6,270.94 <-- This should have been divided by 13

Established Income Range: Minimum: 5,330.30
Maximum: 7,211.58

As GHA's communities all fall within or above the Established Income Range, there are no communities that require special actions to deconcentrate poverty in accordance with 24 CFR 903.

Average Incomes for Communities Subject to Deconcentration Rule*

Smith Homes	6,699.00
Ray Warren	7,734.00
Silverbriar	8,285.00
Claremont Courts	7,928.00
Hampton Homes	10,218.00
Pear Leaf	9,380.00
Baylor-Woodberry	8,720.00
Applewood	9,052.00
Lakespring Courts	9,795.00
Hickory Trails	10,093.00
Laurel Oaks	9,189.00
Hickory Trails Annex	9,218.00
River Birch	13,702.00
Total:	<u>120,013.00</u>

Average Income: 9,231.77

Established Income Range

85% of Average Community Income:	7,847.00 <i>Minimum</i>
115% of Average Community Income:	10,616.53
30% of Area Median Income:	16,900.00 <i>Maximum</i>

As all of GHA's communities fall within the Established Income Range, (all communities have income lower than 30% of Area Median Income or extremely low-income) there are no communities that require special actions to deconcentrate poverty in accordance with 24 CFR 903.2.

* Gateway Plaza, Hall Towers, Smith Homes Elderly, and Stoneridge are communities designated as elderly, and are therefore not subject to the Deconcentration Rule.

Effects of Site-Based Waiting Lists on Demographics of Affected Communities

Greensboro Housing Authority (GHA) works with private management companies who operate site-based waiting lists at their mixed-finance communities: Parkview Apartments, Windhill Apartments, the Villas at Willow Oaks, the Havens and the Townhomes at Willow Oaks. The required assessment of demographic changes must be based on Multifamily Tenant Characteristic System (MTCS) occupancy data and GHA has initiated several tasks with private management companies to begin submitting data. These tasks include assisting private management companies gain access to the PIH Information Center (PIC), develop knowledge of the PIC system and submission requirements.

Violence Against Women Act Report

A goal of the Greensboro Housing Authority is to fully comply with the Violence Against Women Act (VAWA). It is our objective to work with others to prevent offenses covered by VAWA to the degree we can.

The Greensboro Housing Authority provides or offers the following activities, services, or programs, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking.

None

The Greensboro Housing Authority provides or offers the following activities, services, or programs that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing.

None

The Greensboro Housing Authority provides or offers the following activities, services, or programs to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

None

The Greensboro Housing Authority has the following procedures in place to assure applicants and residents are aware of their rights under the Violence Against Women Act.

Described in ACOP and HCVP Administrative Plan.

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 I: Summary					
PHA Name: Greensboro Housing Authority		Grant Type and Number Capital Fund Program Grant No: NC19P01150104 Replacement Housing Factor Grant No:			Federal FY of Grant: 2004
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12-31-07 <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	468,092	468,092	468,092	432,130
3	1408 Management Improvements	116,153	116,153	116,153	114,935
4	1410 Administration	343,853	343,853	343,853	343,853
5	1411 Audit	1000	1000	1000	
6	1415 Liquidated Damages	0	0	0	
7	1430 Fees and Costs	153,718	153,718	153,718	150,352
8	1440 Site Acquisition	0	0	0	
9	1450 Site Improvement	101,249	101,249	101,249	101,249
10	1460 Dwelling Structures	2,102,613	2,102,613	2,102,613	2,079,834
11	1465.1 Dwelling Equipment—Nonexpendable	35,135	35,135	35,135	35,135
12	1470 Nondwelling Structures	0	0	0	
13	1475 Nondwelling Equipment	0	0	0	
14	1485 Demolition	0	0	0	
15	1490 Replacement Reserve	0	0	0	
16	1492 Moving to Work Demonstration	0	0	0	
17	1495.1 Relocation Costs	0	0	0	
18	1499 Development Activities	0	0	0	
19	1501 Collateralization or Debt Service	0	0	0	
20	1502 Contingency	0	0	0	
21	Amount of Annual Grant: (sum of lines 2 – 20)	3,321,813	3,321,813	3,321,813	3,258,488

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Greensboro Housing Authority	Grant Type and Number Capital Fund Program Grant No: NC19P01150104 Replacement Housing Factor Grant No:	Federal FY of Grant: 2004
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Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement
 Performance and Evaluation Report for Period Ending: 12-31-07
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: Greensboro Housing Authority		Grant Type and Number Capital Fund Program Grant No: NC19P01150104 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	
GHA-Wide	Management Improvements							
	a. Operations	1406		468,092	468,092	468,092	432,130	
GHA-Wide	Management Improvements							
	a. Computer Software and Equipment	1408		33,500	33,500	33,500	33,500	Completed
	b. Family Self-Sufficiency	1408		10,491	10,491	10,491	10,491	Completed
	c. Computer Lease	1408		72,162	72,162	72,162	70,944	
	Total			116,153	116,153	116,153	114,935	
GHA-Wide	Administration							
	a. Salaries of Non-Technical and Technical Staff	1410		263,590	263,590	263,590	263,590	Completed
	b. Fringe benefits	1410		73,620	73,620	73,620	73,620	Completed
	c. Publication, Travel, Supply, Training	1410		6,643	6,643	6,643	6,643	Completed
	Total			343,853	343,853	343,853	343,853	
GHA-Wide	Audit	1411		1000	1000	1,000	1,000	Completed
GHA-Wide	Administration							
	a. Fees and Cost	1430		153,718	153,718	153,718	150,352	

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: Greensboro Housing Authority		Grant Type and Number Capital Fund Program Grant No: NC19P01150104 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	
Smith Homes NC11001	Site Improvements	1450		101,249	101,249	101,249	101,249	completed
River Birch NC11027, 50 Units	Dwelling Structure Air Conditioning	1460		118,752	118,752	118,752	118,752	completed
Laurel Oaks NC11024, 50 Units	Dwelling Structure Air Conditioning	1460		170,975	170,975	170,975	170,975	completed
Hickory Trails A/C, 127 units NC11015A	Dwelling Structure Air Conditioning	1460		293,200	293,200	293,200	293,200	completed
Silver Briar NC11018, 50 Units	Dwelling Structure Vinyl Siding	1460		187,864	187,864	187,864	187,864	completed
Pear Leaf NC11017, 50 Units	Dwelling Structure Vinyl Siding	1460		110,000	110,000	110,000	110,000	completed
Smith Elderly NC11004, 30 Units	Dwelling Structure Cabinets/Screens	1460		0	0	0		

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

PHA Name: Greensboro Housing Authority		Grant Type and Number Capital Fund Program Grant No: NC19P01150104 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	
Lakespring Court NC11015E 60 Units	Dwelling Structure Air Conditioning	1460		140,033	140,033	140,033	140,033	completed
Woodberry Run, NC11011C, Baylor Court NC11011B	Dwelling Structure Air Conditioning	1460		134,968	134,968	134,968	134,968	completed
Applewood NC11016, 50 Units	Dwelling Structure Air Conditioning	1460		132,462	132,462	132,462	132,462	completed
Silver Briar NC11018, 50 units	Dwelling Structure Air Conditioning	1460		117,494	117,494	117,494	117,494	completed
Lakespring Court NC11015E 60 units	Dwelling Structure Cabinets	1460		150,393	150,393	150,393	150,393	completed
Applewood NC11016 50 units	Dwelling Structure Cabinets	1460		119,058	119,058	119,058	119,058	completed

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 I: Summary					
PHA Name: Greensboro Housing Authority		Grant Type and Number Capital Fund Program Grant No: NC19P01150105 Replacement Housing Factor Grant No:			Federal FY of Grant: 2005
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12-31-07 <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	644,588	576,947	576,947	565,679
3	1408 Management Improvements	159,750	67,298	67,298	37,140
4	1410 Administration	346,450	346,450	346,450	346,450
5	1411 Audit	1,000	0	0	0
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	485,188	412,275	412,275	412,032
10	1460 Dwelling Structures	785,533.44	997,468.44	997,468.44	670,740
11	1465.1 Dwelling Equipment—Nonexpendable	238,033	249,661	249,661	249,661
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	0	10,443	10,443	10,443
18	1499 Development Activities				
19	9002 Debt Obligation	1,068,610.56	1,068,610.56	1,068,611	1,068,611
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	3,729,153	3,729,153	3,729,153	3,360,756

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Greensboro Housing Authority	Grant Type and Number Capital Fund Program Grant No: NC19P01150105 Replacement Housing Factor Grant No:	Federal FY of Grant: 2005
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Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement
 Performance and Evaluation Report for Period Ending: 12-31-07
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance	10,000			
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs	5,000			
26	Amount of line 21 Related to Energy Conservation Measures	700,000			

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: Greensboro Housing Authority		Grant Type and Number Capital Fund Program Grant No: NC19P01150105 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	
GHA-Wide	Management Improvements							
	a. Operations	1406		308,618	240,977	240,977	237,209	
	b. Drug Prevention Program	1406		290,970	290,970	290,970	290,970	Completed
	c. Salvation Army Boys/Girls Club	1406		45,000	45,000	45,000	37,500	
	Total			644,588	576,947	576,947	565,679	
GHA-Wide	Management Improvements							
	a. Computer Software and Equipment	1408		33,500	25,586	25,586	25,586	Completed
	b. Family Self-Sufficiency	1408		56,250	227	227	227	Completed
	c. Computer Lease	1408		70,000	41,485	41,485	11,327	
	Total			159,750	67,298	67,298	37,140	
GHA-Wide	Administration							
	a. Salaries of Non-Technical and Technical Staff	1410		242,148	242,148	242,148	242,148	Completed
	b. Fringe benefits	1410		74,705	74,705	74,705	74,705	Completed
	c. Administrative Expense	1410		29,597	29,597	29,597	29,597	Completed
	Total			346,450	346,450	346,450	346,450	
GHA-Wide	Audit	1411		1,000	1,000	0	0	

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

PHA Name: Greensboro Housing Authority		Grant Type and Number Capital Fund Program Grant No: NC19P01150105 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	
Hampton Homes	Site Improvements	1450		485,188	412,275	412,275	412,032	
Various Projects	Dwelling Structure	1460		785,533.44	997,468.44	997,468.44	670,740	
Gateway Plaza	Air Conditionig	1465		63,933	63,933	63,933	63,933	Completed
Smith Homes	Ranges and Refrigerator	1465		117,000	112,150	112,150	112,150	Completed
Silver Briar	Ranges and Refrigerator	1465		29,150	29,150	29,150	29,150	Completed
Stoneridge	Ranges and Refrigerator	1465		27,950	27,850	27,850	27,850	Completed
Hampton Homes	Ranges and Refrigerator	1465		0	16,578	16,578	16,578	Completed
	Total	1465		238,033	249,661	249,661	249,661	
Hampton Homes	Relocation	1495		0	10,443	10,443	10,443	Completed
	Debt Obligation	9002		1,068,610.56	1,068,610.56	1,068,610.56	1,068,610.56	Completed

CAPITAL FUND PROGRAM TABLES START HERE

Amended

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Greensboro Housing Authority		Grant Type and Number Capital Fund Program Grant No: NC19P01150106 Replacement Housing Factor Grant No:			Federal FY of Grant: 2006
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/07 <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	687,900	687,900	428,630	269,315
3	1408 Management Improvements	83,200	83,200	4,374	1,522
4	1410 Administration	335,365	335,365	205,841	205,841
5	1411 Audit	1,000	1,000	0	0
6	1415 Liquidated Damages				
7	1430 Fees and Costs	173,735	173,735	173,735	800
8	1440 Site Acquisition				
9	1450 Site Improvement	0	210,052	0	0
10	1460 Dwelling Structures	988,203	988,203	9,251	9,251
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	25,000	25,000	3,097	3,097
18	1499 Development Activities				
19	1501 Collateralization or Debt Service	1,068,615	1,068,615	1,068,615	267,153
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	3,363,018	3,363,018	1,893,543	756,979

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Greensboro Housing Authority	Grant Type and Number Capital Fund Program Grant No: NC19P01150106 Replacement Housing Factor Grant No:	Federal FY of Grant: 2006
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Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: Greensboro Housing Authority		Grant Type and Number Capital Fund Program Grant No: NC19P01150106 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	
GHA-Wide	Management Improvements							
	a. Operations – EM Projects	1406		221,200	221,200	73,930	73,930	
	b. Drug Prevention Program	1406		309,700	309,700	309,700	195,385	
	c. Salvation Army Boys & Girls Club	1406		45,000	45,000	45,000	0	
	d. Operation Expense	1406		112,000	112,000	0	0	
	Total			687,900	687,055	428,630	269,315	
GHA-Wide	Management Improvements							
	a. Computer Software and Equipment	1408		36,950	36,950	1,390	1,390	
	b. Family Self-Sufficiency	1408		11,250	0	0	0	
	c. Lease Equipment	1408		35,000	35,000	2,852	0	
	d. PHASAC	1408		0	11,250	132	132	
	Total			83,200	83,200	4,374	1,522	
GHA-Wide	Administration							
	a. Salaries of Non-Technical and Technical Staff	1410		235,480	235,480	145,532	145,532	
	b. Fringe benefits	1410		74,885	74,885	51,774	51,774	
	c. Publication, Travel, Supply, Training	1410		25,000	25,000	8,535	8,535	
	Total			335,365	335,365	205,841	205,841	

CAPITAL FUND PROGRAM TABLES START HERE

Amended

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Greensboro Housing Authority		Grant Type and Number Capital Fund Program Grant No: NC19P01150206 Replacement Housing Factor Grant No:			Federal FY of Grant: 2006
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12-31-07 <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				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	284,535	284,535	0	0
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	284,535	284,535	0	0

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Greensboro Housing Authority	Grant Type and Number Capital Fund Program Grant No: NC19P01150206 Replacement Housing Factor Grant No:	Federal FY of Grant: 2006
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Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

CAPITAL FUND PROGRAM TABLES START HERE

AMENDED

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Greensboro Housing Authority		Grant Type and Number Capital Fund Program Grant No: NC19P01150107 Replacement Housing Factor Grant No:			Federal FY of Grant: 2007
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	730,900.00	730,900.00	197,155.00	197,155.00
3	1408 Management Improvements	56,950.00	56,950.00	0	0
4	1410 Administration				
5	1411 Audit	850.00	850.00	0	0
6	1415 Liquidated Damages				
7	1430 Fees and Costs	133,965.00	133,965.00	0	0
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	1,509,918.44	1,509,918.44	0	0
11	1465.1 Dwelling Equipment—Nonexpendable	179,400.00	179,400.00	174,400.00	151,011.11
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service	1,068,610.56	1,068,610.56	0	0
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	3,680,594.00	3,680,594.00	371,555.00	348,166.11

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Greensboro Housing Authority	Grant Type and Number Capital Fund Program Grant No: NC19P01150107 Replacement Housing Factor Grant No:	Federal FY of Grant: 2007
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Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

PHA Name: Greensboro Housing Authority		Grant Type and Number Capital Fund Program Grant No: NC19P01150107 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	
GHA-Wide	Management Improvements							
	a. Operations	1406		376,200.00	376,200.00	197,155.00	197,155	
	b. Salvation Boys & Girls Club	1406		45,000.00	45,000.00	0	0	
	c. Drug Prevention	1406		309,700.00	309,700.00	0	0	
	Total			730,900.00	730,900.00	197,155.00	197,155.00	
GHA-Wide	Management Improvements							
	a. Computer Software and Equipment	1408		36,950.00	36,950.00	0	0	
	b. Lease Equipment	1408		35,000.00	35,000.00	0	0	
	Total			56,950.00	56,950.00	0	0	
GHA-Wide	Audit	1411		850.00	850.00	0	0	
Various Projects	Fees and Cost	1430		133,965.00	133,965.00	0	0	

Detailed Borrowing Analysis

Capital Fund Grant Leveraging

Completed for	NC011 Greensboro Housing Authority	
Assumed Interest Rate		4.55%
Origination Fee		1.00%
Mgt. Assessment, Fairness Opinion, Lender Legal & Closing Costs	\$	30,000
DSR Initial Deposit		100%
Term of This Borrowing		20
Months of Cap Interest		3
P&I per Year		12

Computation of Base Capital Fund for Borrowing

Assumed Base Year Capital Funds Allocation	3,321,813
Planned Demolition - 10 units Hampton Homes	(15,150)
Housing Brought Back On Line - 70 units HOPE VI	53,023
Other Adjustments #1 - 4% estimated reduction for 2005	(132,873)
Other Adjustments #2	0
Net Capital Fund (lowest year)	3,226,813
Annual Debt Service Pledge	1,064,848
Annual Debt Service Pledge as % of Base Cap Funds	33.0%

Proceeds Analysis

Gross Borrowing	13,966,657
Less Fees	(169,667)
Reserve Deposit	1,064,848
Less Cap Interest	(158,871)
Net Proceeds to PHA Project Fund	12,573,272
PHA Fiscal Year Begins	7/1/2005

All interest rates and expenses are assumptions and subject to revision. This is to be used for planning purposes only.

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

PHA Name: NC011 Greensboro Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor	Federal FY of Grant: Cap Fund Borrowing
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Performance and Evaluation Report for Period Ending: 12/31/07 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				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	183,329	183,329	183,329	183,329
8	1440 Site Acquisition				
9	1450 Site Improvement	336,983	409,167	371,978	371,978
10	1460 Dwelling Structures	12,160,201	12,088,017	11,482,081	1,523,495
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	1500 Reserve Deposit	1,068,611	1,068,611	1,068,611	0
20	1501 Capitalized Interest	158,747	158,747	158,747	158,747
21	Amount of Proposed Project: (sum of lines 2 – 20)	13,907,871	13,907,871	13,264,746	2,237,549
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

Part II: Supporting Pages

PHA Name: NC011 Greensboro Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No:			Federal FY of Grant: Capital Fund Borrowing			
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	
	Dwelling Structures		1460					
Hampton Homes, NC11005, NC11006, 275 units	Complete Modernization	1460		7,844,954	10,166,456	10,117,205	410,175	
Claremont Courts, NC11007, 250 units	Upgrade Kitchens	1460		1,200,000	220,276	680	680	
Claremont Courts, NC11007, 250 units	Pressure Wash All Buildings	1460		100,000	124,273	0	0	
	Subtotal Claremont Courts			1,300,000	344,549	680	680	
Smith Homes, NC11001, 400 units	Pressure Wash All Units	1460		125,000	0	0	0	
Smith Homes, NC11001, 400 units	Repaint Wood and Electrical work	1460		140,600	68,416	41,600	41,600	Completed
Smith Homes, NC11001, 400 units	Replace Furnace Room Doors	1460		86,000	0	0	0	
Smith Homes, NC11001, 16 units	Replace Metal Stair Risers	1460		35,100	0	0	0	
Smith Homes, NC11001, 400 units	Repair Brick Coating	1460		351,725	339,128	339,128	335,071	Completed
Smith Homes Elderly, NC11004, 30 units	Heating and Air Conditioning	1460		199,000	0	0	0	
	Subtotal Smith Homes			937,425	407,544	380,728	376,671	
Hall Towers, NC11008, 156 units	Hot Water Heaters	1460		186,000	186,000	0	0	
Hall Towers, NC11008, 156 units	Heating and Air Conditioning	1460		825,971	0	0	0	
Hall Towers, NC11008	Elevator Upgrade	1460		359,541	277,659	277,659	32,330	
	Subtotal Hall Towers			1,371,512	463,659	277,659	32,330	

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

Part II: Supporting Pages

PHA Name: NC011 Greensboro Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No:				Federal FY of Grant: Capital Fund Borrowing		
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	
Hickory Trails and Hickory Trails Annex, NC11011F, NC11015A, 127 units	Hot Water Heaters	1460		129,200	103,157	103,157	103,157	Completed
Laurel Oaks, NC11024, 50 units	Hot Water Heaters	1460		44,000	38,206	38,206	37,667	Completed
Lakespring Court, NC11015E, 60 units	Hot Water Heaters	1460		51,000	0	0	0	
Gateway Plaza, NC11009	Elevator Upgrade	1460		482,110	564,446	564,446	562,815	
	Subtotal 1460			12,160,201	12,088,017	11,482,081	1,523,495	
	Debt Service or Collateralization							
	Reserve Deposit			1,068,611	1,068,611	1,068,611	0	
	Capitalized Interest			158,747	158,747	158,747	158,747	Completed
	Subtotal 1501			1,227,358	1,227,358	1,227,358	158,747	
	GRAND TOTAL			13,907,871	13,907,871	13,264,746	2,237,549	

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

PHA Name: NC011 Greensboro Housing Authority	Grant Type and Number Capital Fund Program No: Replacement Housing Factor No:	Federal FY of Grant: Capital Fund Borrowing
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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	
Hampton Homes	11/13/2007			11/13/2009			
Claremont Courts	11/13/2007			11/13/2009			
Applewood	11/13/2007			11/13/2009			
Central Office	11/13/2007			11/13/2009			
Gateway Plaza	11/13/2007			11/13/2009			
Hickory Trails and Hickory Trails Annex	11/13/2007			11/13/2009			
Laurel Oaks	11/13/2007			11/13/2009			
Pear Leaf	11/13/2007			11/13/2009			
Ray Warren Homes	11/13/2007			11/13/2009			
Silver Briar	11/13/2007			11/13/2009			
Smith Homes	11/13/2007			11/13/2009			
Stoneridge	11/13/2007			11/13/2009			
Woodberry Run	11/13/2007			11/13/2009			
Hall Towers	11/13/2007			11/13/2009			
Lakespring Court	11/13/2007			11/13/2009			