

PHA Plans
Streamlined Annual
Version

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

OMB No. 2577-0226
(exp. 08/31/2009)

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 for certain types of 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 Annual PHA Plan
for Fiscal Year Beginning July 1, 2008
Medina Metropolitan Housing Authority

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.

Streamlined Annual PHA Plan Agency Identification

PHA Name: Medina Metropolitan Housing Authority **PHA Number:** OH-027

PHA Fiscal Year Beginning: (mm/yyyy) 07/2008

PHA Programs Administered:

Public Housing and Section 8 **Section 8 Only** **Public Housing Only**
Number of public housing units: 84 Number of S8 units: Number of public housing units:
Number of S8 units: 530 Baseline Units

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

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

PHA Plan Contact Information:

Name: Skip Sipos, Executive Director Phone: 330-725-7531
TDD: Available Email (if available): skip@mmha.org

Public Access to Information

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

PHA's main administrative office PHA's development management offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plan revised policies or program changes (including attachments) are available for public review and inspection. Yes No.

If yes, select all that apply:

Main administrative office of the PHA
 PHA development management offices
 Main administrative office of the local, county or 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 Annual PHA Plan
Fiscal Year 2009
[24 CFR Part 903.12(c)]

Table of Contents
[24 CFR 903.7(r)]

Provide a table of contents for the Plan, including applicable additional requirements, and a list of supporting documents available for public inspection.

A. PHA PLAN COMPONENTS

- 1. Site-Based Waiting List Policies
903.7(b)(2) Policies on Eligibility, Selection, and Admissions
- 2. Capital Improvement Needs
903.7(g) Statement of Capital Improvements Needed
- 3. Section 8(y) Homeownership
903.7(k)(1)(i) Statement of Homeownership Programs
- 4. Project-Based Voucher Programs
- 5. PHA Statement of Consistency with Consolidated Plan. Complete only if PHA has changed any policies, programs, or plan components from its last Annual Plan.
- 6. Supporting Documents Available for Review
- 7. Capital Fund Program and Capital Fund Program Replacement Housing Factor, Annual Statement/Performance and Evaluation Report
- 8. Capital Fund Program 5-Year Action Plan

B. SEPARATE HARD COPY SUBMISSIONS TO LOCAL HUD FIELD OFFICE

Form HUD-50076, PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the Streamlined Annual Plan identifying policies or programs the PHA has revised since submission of its last Annual Plan, and including Civil Rights certifications and assurances the changed policies were presented to the Resident Advisory Board for review and comment, approved by the PHA governing board, and made available for review and inspection at the PHA's principal office;

For PHAs Applying for Formula Capital Fund Program (CFP) Grants:

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

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

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

1. Site-Based Waiting Lists (Eligibility, Selection, Admissions Policies)

[24 CFR Part 903.12(c), 903.7(b)(2)]

Exemptions: Section 8 only PHAs are not required to complete this component.

A. 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 B. **No**

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

2. What is the number of site based waiting list developments to which families may apply at one time?
3. How many unit offers may an applicant turn down before being removed from the site-based waiting list?
4. Yes No: Is the PHA the subject of any pending fair housing complaint by HUD or any court order or settlement agreement? If yes, describe the order, agreement or complaint and describe how use of a site-based waiting list will not violate or be inconsistent with the order, agreement or complaint below:

B. 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 next component. **No**

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

3. Yes No: May families be on more than one list simultaneously
If yes, how many lists?
4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?
- PHA main administrative office
 - All PHA development management offices
 - Management offices at developments with site-based waiting lists
 - At the development to which they would like to apply
 - Other (list below)

2. Capital Improvement Needs

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

Exemptions: Section 8 only PHAs are not required to complete this component.

A. Capital Fund Program

1. Yes No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete items 7 and 8 of this template (Capital Fund Program tables). If no, skip to B.
2. 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: 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. Yes No: Has the PHA received a HOPE VI revitalization grant? (if no, skip to #3; if yes, provide responses to the items on the chart located on the next page, copying and completing as many times as necessary).
2. Status of HOPE VI revitalization grant(s):

HOPE VI Revitalization Grant Status	
a. Development Name:	
b. Development Number:	
c. Status of Grant:	
<input type="checkbox"/>	Revitalization Plan under development
<input type="checkbox"/>	Revitalization Plan submitted, pending approval
<input type="checkbox"/>	Revitalization Plan approved
<input type="checkbox"/>	Activities pursuant to an approved Revitalization Plan underway

3. Yes No: Does the PHA expect to apply for a HOPE VI Revitalization grant in the Plan year?
If yes, list development name(s) below:

4. 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:

5. 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:

3. Section 8 Tenant Based Assistance--Section 8(y) Homeownership Program
(if applicable) [24 CFR Part 903.12(c), 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? 53 (10% of the baseline number of units)

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:

1. Must be a current HCV program participant. Participants must be in good standing with the program which is defined as not owing any monies to the PHA and the family is in compliance with all rules and regulations of the HCV and/or Family Self-Sufficiency (FSS) Programs.
2. Must complete the Homebuyer Education Workshop series offered by the MMHA.
3. Be mortgage ready, which is defined as having a credit score and income sufficient to qualify for a mortgage loan.
4. A family member will be considered to have been continuously employed even if that family member has experienced a break in employment, provided that the break in employment:
 - *did not exceed 14 calendar days; and
 - *did not occur within the 3 month period immediately prior to the family's request to utilize the homeownership option; and
 - *has been the only break in employment within the past 12 calendar months.
5. If a family other than a family with an elderly/disabled head of household includes a person with disabilities the PHA shall grant an exemption from the employment requirement if the PHA determines the exemption is needed as a Reasonable Accommodation so that the program is readily available to and usable by persons with disabilities.
6. The family has had no family-caused violations of HUD's Housing Quality Standards within the previous 12 month period.
7. The family is not within the initial 1-year period of a HAP Contract.
8. The family does not owe any money to the PHA.
9. The family has not committed any violations of a PHA-assisted lease within the past 12 month period.

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

1. Offer Homebuyer Education programs to all HCV Program participants.
2. Continue to offer the Lease/Purchase Program for single family homes managed by the PHA to eligible HCV Program participants.
3. Homeownership outreach activities to all HCV Program participants.
4. Continue collaboration with local CHIP programs.

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):

- 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.
- 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.
- Partnering with a qualified agency or agencies to administer the program (list name(s) and years of experience below):
- Demonstrating that it has other relevant experience (list experience below):

4. Use of the Project-Based Voucher Program

Intent to Use Project-Based Assistance

Yes No: Does the PHA plan to "project-base" any tenant-based Section 8 vouchers in the coming year? If the answer is "no," go to the next component. If yes, answer the following questions.

1. Yes No: Are there circumstances indicating that the project basing of the units, rather than tenant-basing of the same amount of assistance is an appropriate option? If yes, check which circumstances apply:
 - low utilization rate for vouchers due to lack of suitable rental units
 - access to neighborhoods outside of high poverty areas
 - other (describe below:)
2. Indicate the number of units and general location of units (e.g. eligible census tracts or smaller areas within eligible census tracts):

5. 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) only if the PHA has provided a certification listing program or policy changes from its last Annual Plan submission.

1. Consolidated Plan jurisdiction: (provide name here) **Medina County, Ohio**
2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)
 - The PHA has based its statement of needs of families on its waiting lists 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)

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

Expansion of affordable housing units.

6. Supporting Documents Available for Review for Streamlined Annual PHA Plans

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

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
X	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans;</i>	5 Year and Annual Plans
X	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Streamlined Annual Plan</i>	Streamlined Annual Plans
X	<i>Certification by State or Local Official of PHA Plan Consistency with Consolidated Plan.</i>	5 Year and standard Annual Plans
N/A	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
N/A	Housing Needs Statement of the Consolidated Plan for the jurisdiction(s) in which the PHA is located and any additional backup data to support statement of housing needs for families on the PHA’s public housing and Section 8 tenant-based waiting lists.	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP] and the Site-Based Waiting List Procedure.	Annual Plan: Eligibility, Selection, and Admissions Policies
N/A	Deconcentration Income Analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
N/A	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. <input type="checkbox"/> Check here if included in the public housing A&O Policy.	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the method for setting public housing flat rents. <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development. <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment standard policies. <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation).	Annual Plan: Operations and Maintenance
X	Results of latest Public Housing Assessment System (PHAS) Assessment (or other applicable assessment).	Annual Plan: Management and Operations

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
N/A	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-Sufficiency
X	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
X	Any policies governing any Section 8 special housing types <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures. <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
X	The Capital Fund/Comprehensive Grant Program Annual Statement /Performance and Evaluation Report for any active grant year.	Annual Plan: Capital Needs
X	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants.	Annual Plan: Capital Needs
N/A	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans, or any other approved proposal for development of public housing.	Annual Plan: Capital Needs
N/A	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
N/A	Approved or submitted applications for demolition and/or disposition of public housing.	Annual Plan: Demolition and Disposition
N/A	Approved or submitted applications for designation of public housing (Designated Housing Plans).	Annual Plan: Designation of Public Housing
N/A	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, 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
N/A	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	Annual Plan: Voluntary Conversion of Public Housing
N/A	Approved or submitted public housing homeownership programs/plans.	Annual Plan: Homeownership
X	Policies governing any Section 8 Homeownership program (Section _ G ___ of the Section 8 Administrative Plan)	Annual Plan: Homeownership
N/A	Public Housing Community Service Policy/Programs <input type="checkbox"/> Check here if included in Public Housing A & O Policy	Annual Plan: Community Service & Self-Sufficiency
X	Cooperative agreement between the PHA and the TANF agency and between the PHA and local employment and training service agencies.	Annual Plan: Community Service & Self-Sufficiency
X	FSS Action Plan(s) for public housing and/or Section 8.	Annual Plan: Community Service & Self-Sufficiency
N/A	Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing.	Annual Plan: Community Service & Self-Sufficiency
N/A	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports for public housing.	Annual Plan: Community Service & Self-Sufficiency
N/A	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). <input type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Pet Policy
X	The results of the most recent fiscal year audit of the PHA conducted under the Single Audit Act as implemented by OMB Circular A-133, the results of that audit and the PHA's response to any findings.	Annual Plan: Annual Audit
N/A	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)
N/A	Consortium agreement(s) and for Consortium Joint PHA Plans <u>Only</u> :	Joint Annual PHA Plan for

PHA Name:
HA Code:

Streamlined Annual Plan for Fiscal Year 20__

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
	Certification that consortium agreement is in compliance with 24 CFR Part 943 pursuant to an opinion of counsel on file and available for inspection.	Consortia: Agency Identification and Annual Management and Operations

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

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 Capital Fund Program Grant No: Replacement Housing Factor Grant No:			Federal FY of Grant:
<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 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				
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				

8. 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	Work Statement for Year 3	Work Statement for Year 4	Work Statement for Year 5
		FFY Grant: PHA FY:	FFY Grant: PHA FY:	FFY Grant: PHA FY:	FFY Grant: PHA FY:
	Annual Statement				
CFP Funds Listed for 5-year planning					
Replacement Housing Factor Funds					

8. 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			\$			\$

CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary					
PHA Name: Medina Metropolitan Housing Authority		Grant Type and Number Capital Fund Program Grant No: OH12P02750104 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: 02-29-2008 <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 Soft Costs Management Improvements Hard Costs				
4	1410 Administration	9,402.00	9,402.00	9,402.00	9,402.00
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	71,840.00	71,840.00	71,840.00	71,819.72
11	1465.1 Dwelling Equipment—Nonexpendable	7,780.00	12,780.00	12,780.00	7,780.00
12	1470 Nondwelling Structures	5,000.00	0.00	0.00	0.00
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Medina Metropolitan Housing Authority	Grant Type and Number Capital Fund Program Grant No: OH12P02750104 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: 02-29-2008 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
	Amount of Annual Grant: (sum of lines 2 through 19)	94,022.00	94,022.00	94,022.00	89,001.72
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security –Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures				
	Collateralization Expenses or Debt Service				

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

PHA Name: Medina Metropolitan Housing Authority		Grant Type and Number Capital Fund Program Grant No: OH12P02750104 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			
OH-027-1	Dwelling Structure							
	Rehab office space	1460		10,000.00	9,527.00		9,506.72	
	Rehab resident mail room	1460		8,000.00	5,428.94		5,428.94	Completed
	Upgrade interior signage	1460		1,022.00	1,495.00		1,495.00	Completed
	Roof replacement	1460		33,191.00	38,624.13		38,624.13	Completed
	Front door surveillance	1460		2,600.00	2,383.62		2,383.62	Completed
	Community room electronics	1460		5,000.00	3,704.31		3,704.31	Completed
	ADA door opener - front	1460		5,000.00	3,650.00		3,650.00	Completed
	Common area floor covering	1460		5,000.00	3,095.29		3,095.29	Completed
	Replace emergency exit doors	1460		2,027.00	2,027.00		2,027.00	Completed
	Two boilers	1460		0.00	1,904.71		1,904.71	Completed
	Dwelling Equipment							
	Upgrade resident air conditioners	1465		7,780.00	12,780.00		7,780.00	See note below
	Nondwelling structure							
	Pavilion	1470		5,000.00	0.00		0.00	See note below
	Administrative Costs	1410		9,402.00	9,402.00		9,402.00	Completed

It was decided (in the winter of 2007-08) to drop the idea of constructing a pavilion. We are seeking approval to move \$5,000 from 1470 Non-dwelling Structures to 1465 Dwelling Equipment to upgrade resident air conditioners. Note: Boiler replacement (domestic heat) had originally been approved in our five year action plans submitted with both our 2005 and 2006 PHA Plans. Our estimate was that the replacement would be part of the '07 and '08 CFP projects. As the old boilers either began leaking or stopped working altogether, we decided to move that work up to earlier CFP projects, deferring work items in those earlier projects to later years (e.g. modernization / rehab of units).

CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary					
PHA Name: Medina Metropolitan Housing Authority		Grant Type and Number Capital Fund Program Grant No: OH12P02750105 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: 02-29-2008 <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 Soft Costs Management Improvements Hard Costs				
4	1410 Administration	8,931.00	8,931.00	8,931.00	8,931.00
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	80,380.00	80,380.00	80,380.00	80,380.00
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Medina Metropolitan Housing Authority	Grant Type and Number Capital Fund Program Grant No: OH12P02750105 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: 02-29-2008 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
	Amount of Annual Grant: (sum of lines 2 through 19)	89,311.00	89,311.00	89,311.00	89,311.00
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security –Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures				
	Collateralization Expenses or Debt Service				

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

PHA Name: Medina Metropolitan Housing Authority		Grant Type and Number Capital Fund Program Grant No: OH12P02750105 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		Expended	
OH-027-1	Dwelling Structures		1460						
	Modernize units		1460		48,000.00	41,295.56		41,295.56	Completed
	Roof replacement		1460		32,380.00	32,380.00		32,380.00	Completed
	Boiler replacement		1460		0.00	6,704.44		6,704.44	Completed
	Administrative Costs		1410		8,931.00	8,931.00		8,931.00	Completed
	An unexpended balance of \$6,976.19 for modernizing units had been moved to the line labeled Boiler. Only \$6,704.44 was Needed, with the balance moved back to modernizing units. This money, plus money from the '06 Capital Fund grant enabled the purchase of a second and third new energy star boiler. The first boiler was purchased with a combination of '03 and '06 Capital Fund money. Together, the three new boilers replaced eight 15-year old boilers.								

Note: Boiler replacement (domestic heat) had originally been approved in our five year action plans submitted with both our 2005 and 2006 PHA Plans. Our estimate was that the replacement would be part of the '07 and '08 CFP projects. As the old boilers either began leaking or stopped working altogether, we decided to move that work up to earlier CFP projects, deferring work items in those earlier projects to later years (e.g. modernization / rehab of units).

CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary					
PHA Name: Medina Metropolitan Housing Authority		Grant Type and Number Capital Fund Program Grant No: OH12P02750106 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: 02-29-2008 <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 Soft Costs Management Improvements Hard Costs				
4	1410 Administration	9,082.00	8,374.00	8,374.00	8,374.00
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	76,551.00	75,319.00	29,795.00	29,731.30
11	1465.1 Dwelling Equipment—Nonexpendable	1,383.00	1,383.00	0.00	0.00
12	1470 Nondwelling Structures	3,811.00	5,751.00	0.00	0.00
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Medina Metropolitan Housing Authority	Grant Type and Number Capital Fund Program Grant No: OH12P02750106 Replacement Housing Factor Grant No:	Federal FY of Grant: 2006
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement
 Performance and Evaluation Report for Period Ending: 02-29-2008 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
	Amount of Annual Grant: (sum of lines 2 through 19)	90,827.00	90,827.00	38,169.00	38,105.30
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security –Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures				
	Collateralization Expenses or Debt Service				

NOTE: The above revised numbers include an additional \$7,085 of FY2006 Capital Funds of which the Authority was notified on April 16, 2007. This is in addition to the \$83,742 original grant amount awarded in July 2006.

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

PHA Name: Medina Metropolitan Housing Authority		Grant Type and Number Capital Fund Program Grant No: OH12P02750106 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		Expended	
OH-027-1	Dwelling Structures		1460						
	Modernize units		1460		58,756.00	57,753.15		12,165.45	
	Replace boilers		1460		14,334.00	14,104.85		14,104.85	Complete
	Roof replacement		1460		3,461.00	3,461.00		3,461.00	Complete
	Administrative Costs		1410		9,082.00	8,374.00		8,374.00	Complete
	Dwelling Equipment		1465		1,383.00	1,383.00		0.00	
	Outbuilding for storage		1470		3,811.00	5,751.00		0.00	

NOTE: The above revised numbers include an additional \$7,085 of FY2006 Capital Funds of which the Authority was notified on April 16, 2007. This is in addition to the \$83,742 original grant amount awarded in July 2006.

CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary					
PHA Name: Medina Metropolitan Housing Authority		Grant Type and Number Capital Fund Program Grant No: OH12P027501-07 Replacement Housing Factor Grant No:			Federal FY of Grant: 2007
<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: 02-29-2008 <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 Soft Costs Management Improvements Hard Costs				
4	1410 Administration	8,825.00	8,825.00	8,825.00	8,767.79
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	68,176.00	68,298.61	0.00	0.00
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment	11,250.00	11,127.39	11,127.39	11,127.39
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Medina Metropolitan Housing Authority	Grant Type and Number Capital Fund Program Grant No: OH12P027501-07 Replacement Housing Factor Grant No:	Federal FY of Grant: 2007
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement
 Performance and Evaluation Report for Period Ending: 02-29-2008 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
	Amount of Annual Grant: (sum of lines 2 through 19)	88,251.00	88,251.00	19,952.39	19,895.18
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security –Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures				
	Collateralization Expenses or Debt Service				

NOTE: The above revised numbers include an additional \$7,085 of FY2006 Capital Funds of which the Authority was notified on April 16, 2007. This is in addition to the \$83,742 original grant amount awarded in July 2006.

CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary						
PHA Name: Medina Metropolitan Housing Authority		Grant Type and Number Capital Fund Program Grant No: CFP Grant Number not yet assigned 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: nn-nn-nnnn <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 Soft Costs					
	Management Improvements Hard Costs					
4	1410 Administration	8,800.00				
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs					
8	1440 Site Acquisition					
9	1450 Site Improvement	12,000.00				
10	1460 Dwelling Structures	48,000.00				
11	1465.1 Dwelling Equipment—Nonexpendable	4,000.00				
12	1470 Nondwelling Structures					
13	1475 Nondwelling Equipment	16,000.00				
14	1485 Demolition					
15	1490 Replacement Reserve					
16	1492 Moving to Work Demonstration					
17	1495.1 Relocation Costs					
18	1499 Development Activities					
19	1502 Contingency					

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Medina Metropolitan Housing Authority	Grant Type and Number Capital Fund Program Grant No: CFP Grant Number not yet assigned 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: nn-nn-nnnn **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
	Amount of Annual Grant: (sum of lines 2 through 19)	88,800.00			
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security –Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures				
	Collateralization Expenses or Debt Service				

NOTE: The above revised numbers include an additional \$7,085 of FY2006 Capital Funds of which the Authority was notified on April 16, 2007. This is in addition to the \$83,742 original grant amount awarded in July 2006.

	<i>The following worksheets are similar in format to that shown in PIH Notice 2001-4a; except that they are in Excel and thus will automatically calculate your totals for each year.</i>
1	The first worksheet contains Part I of the CFP Five Year Plan. Items shaded in blue require your input. Refer to the sample worksheet for help. Follow the insertion/deletion of rows instructions below to ensure the totals calculate correctly.
2	The second worksheet contains Part II of the CFP Five Year Plan. Items shaded in blue require your input. Refer to the last sample worksheet for help.
	You'll notice that the development name/number is not repeated for each subsequent year as it is in the PIH Notice, this is so all the columns fit on letter paper. Please keep one blank row between each development so it's easier to read across. Follow the insertion/deletion of rows instructions below to ensure the totals calculate correctly.
	<i>IF YOU HAVEN'T USED EXCEL VERY MUCH AND YOU NEED TO ADD OR DELETE ROWS</i>
	If you need additional lines, simply highlight the row below the location you wish additional rows placed, select "insert" and "rows".
	Do not wait until you get to the last line, because the summation formula won't capture the money in the lines you add - always insert rows prior to the last row, so that the spreadsheet totals correctly.
	If you wish to delete lines, simply highlight row you wish to delete (by clicking on row number), and select "edit", "delete"

Capital Fund Program Five Year Action Plan

Part I: Summary

PHA Name: Medina Metro Housing Authority						<input checked="" type="checkbox"/> Original 5-Year <input type="checkbox"/> Revision No.			
Development No./Name/PHA-wide	Year 1	Work Statement for Year 2		Work Statement for Year 3		Work Statement for Year 4		Work Statement for Year 5	
		FFY Grant:	2009	FFY Grant:	2010	FFY Grant:	2011	FFY Grant:	2012
		PHA FY:	FYE 06-30-2010	PHA FY:	FYE 06-30-2011	PHA FY:	FYE 06-30-2012	PHA FY:	FYE 06-30-2013
OH12P027 - North View Manor	See Annual Statement		\$88,250.00		\$88,250.00		\$88,250.00		\$88,250.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total CFP Funds Listed for 5-Year Planning				\$88,250.00		\$88,250.00		\$88,250.00	
Replacement Housing Factor Funds			\$0.00		\$0.00		\$0.00		\$0.00

CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary						
PHA Name: Medina Metropolitan Housing Authority		Grant Type and Number Capital Fund Program Grant No: CFP Grant Number not yet assigned 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: nn-nn-nnnn <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 Soft Costs					
	Management Improvements Hard Costs					
4	1410 Administration	8,800.00				
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs					
8	1440 Site Acquisition					
9	1450 Site Improvement	12,000.00				
10	1460 Dwelling Structures	48,000.00				
11	1465.1 Dwelling Equipment—Nonexpendable	4,000.00				
12	1470 Nondwelling Structures					
13	1475 Nondwelling Equipment	16,000.00				
14	1485 Demolition					
15	1490 Replacement Reserve					
16	1492 Moving to Work Demonstration					
17	1495.1 Relocation Costs					
18	1499 Development Activities					
19	1502 Contingency					

**Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary**

PHA Name: Medina Metropolitan Housing Authority	Grant Type and Number Capital Fund Program Grant No: CFP Grant Number not yet assigned 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: nn-nn-nnnn **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
	Amount of Annual Grant: (sum of lines 2 through 19)	88,800.00			
	Amount of line XX Related to LBP Activities				
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security –Soft Costs				
	Amount of Line XX related to Security-- Hard Costs				
	Amount of line XX Related to Energy Conservation Measures				
	Collateralization Expenses or Debt Service				

NOTE: The above revised numbers include an additional \$7,085 of FY2006 Capital Funds of which the Authority was notified on April 16, 2007. This is in addition to the \$83,742 original grant amount awarded in July 2006.

Violence Against Women Act Statement

The Medina Metropolitan Housing Authority (MMHA) strives to provide comprehensive, client oriented services to low-to-moderate income households in Medina County. As a result, the MMHA provides services covering situations that range from homelessness to homeownership. Some programs, while not specifically designed solely for victims of domestic violence, would provide services to victims of violence as defined in Public Law 109-162. The Housing Choice Voucher Program and North View Manor (Public Housing) have incorporated the Violence Against Women Act (VAWA) requirements into policy and procedures.

Policy

The requirements of VAWA have been incorporated in the Housing Choice Voucher Program Administrative Plan and North View Manor's Occupancy Guidelines. Submitted with this plan is the chapter of the Occupancy Policy which describes the MMHA's policy.

The Housing Choice Voucher Program initially notified landlords and clients of VAWA through a mailing. All new voucher holders are informed of VAWA at their briefing session. In addition, when a situation in which VAWA applies arises the client is reminded of their rights and provided with the certification form.

North View Manor notification occurred at a resident meeting and was followed by information in the resident newsletter. New residents are informed at move-in. Residents will be reminded of their rights when abuse situations occur.

In all situations, care will be taken to ensure that the certification requirements do not place the victim in harm's way. Forms will be available at the office and not mailed unless requested. Confidentiality will be strictly enforced.

Programs, Activities, and Objectives

In addition to following the requirements of VAWA, the MMHA provides a variety of programs, including emergency case management to those experiencing a housing crisis. Case Management includes conducting a needs assessment, referrals, and if eligible, emergency security deposit, rent and/or utility assistance. These services would be available to those experiencing a housing crisis due to domestic violence.

Staff collaborates with the Battered Women's Shelter to transition clients to and from the shelter and permanent housing. Again, there is no formalized agreement or program specifically with the Battered Women's Shelter but it is part of the authority's emergency case management services.

**PHA Certifications of Compliance with the PHA Plans and Related Regulations:
Board Resolution to Accompany the *Streamlined Annual PHA Plan***

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the streamlined Annual PHA Plan for PHA fiscal year beginning July 1 2008, hereinafter referred to as the Streamlined Annual Plan, of which this document is a part and make the following certifications, agreements with, and assurances to the Department of Housing and Urban Development (HUD) in connection with the submission of the Streamlined Plan and implementation thereof:

1. The streamlined Annual Plan is consistent with the applicable comprehensive housing affordability strategy (or any streamlined Plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, and provided this Board or Boards an opportunity to review and comment on any program and policy changes since submission of the last Annual Plan.
3. The PHA made the proposed streamlined Annual Plan, including policy and program revisions since submission of the last Annual Plan, and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the streamlined Plan and invited public comment.
4. The PHA will carry out the streamlined Annual Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
5. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
6. For streamlined Annual Plans that include a policy or change in policy for site-based waiting lists:
The PHA regularly submits required data to HUD's MTCS in an accurate, complete and timely manner (as specified in PIH Notice 99-2);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(b)(2).
7. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
8. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
9. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
10. The PHA has submitted with the streamlined Plan a certification with regard to a drug-free workplace required by 24 CFR Part 24, Subpart F.
11. The PHA has submitted with the streamlined Plan a certification with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.
12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide HUD or the responsible entity any documentation that the Department needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.

ADMISSIONS AND CONTINUED OCCUPANCY POLICY
FOR
NORTH VIEW MANOR

Approved by the PHA Board of Commissioners: December 15, 2002

Effective: December 15, 2002

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Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Public Housing Program was created by the United States Housing Act of 1937.

Administration of the Public Housing Program shall be in compliance with the MMHA's Personnel Policy, and this Admissions and Continued Occupancy Policy. The administration of the MMA's public housing program will also meet the requirements of the Department of Housing and Urban Development. Such requirements include any Public Housing Regulations, Handbooks, and applicable Notices. All applicable Federal, State and local laws, including Fair Housing Laws and regulations also apply. Changes in applicable federal laws or regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in Volume 24 CFR, Parts 1, 5, 8, 100 and 900-966 (Cde of Federal Regulations).

A. HOUSING AUTHORITY MISSION STATEMENT

The mission of the Medina Metropolitan Housing Authority is to develop and manage properties and programs that provide affordable housing opportunities for low and moderate income residents of Medina County.

B. LOCAL OBJECTIVES

This Admissions and Continued Occupancy Plan for the Public Housing Program is designed to demonstrate that the MMHA is managing its program in a manner that reflects its commitment to improving the quality of housing available to its public and its capacity to manage that housing in a manner that demonstrates its responsibility to the public trust. In addition, this Admissions and Continued Occupancy Policy is designed to achieve the following objectives:

Increase the availability of decent, safe and affordable housing;

Improve community quality of life and economic vitality;

Promote self-sufficiency and asset development of families and individuals;

Ensure Equal Opportunity in Housing;

Provide improved living conditions for very low and low income families while maintaining their rent payments at an affordable level;

Operate a socially and financially sound public housing agency that provides decent, safe and sanitary housing within a drug free, suitable living environment for residents and their families;

Lawfully deny the admission of applicants, or the continued occupancy of residents, whose habits and practices reasonably may be expected to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood, or create a danger to MMHA employees;

Facilitate the judicious management of the MMHA inventory, and the efficient management of the MMHA staff;

To ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable Federal laws and regulations so that the admissions and continued occupancy are conducted without regard to race, color, religion, creed, sex, national origin, handicap or familial status.

C. PURPOSE OF THE POLICY

The purpose of this Admissions and Continued Occupancy Policy (ACOP) is to establish guidelines for the Public Housing Authority (MMHA) staff to follow in determining eligibility for admission and continued occupancy. These guidelines are governed by the requirements of the Department of Housing and Urban Development (HUD) with latitude for local policies and procedures. These policies and procedures for admissions and continued occupancy are binding upon applicants, residents, and the MMHA.

The MMHA Board of Commissioners must approve the original policy and any changes. Required portions of this Plan will be provided to HUD.

D. FAIR HOUSING POLICY

It is the policy of the Housing Authority to comply fully with all Federal, State and local nondiscrimination laws and with rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. The MMHA will comply with all laws relating to Civil Rights, including:

- Title VI of the Civil Rights Act of 1964

- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)

- Executive Order 11063

- Section 504 of the Rehabilitation Act of 1973

- The Age Discrimination Act of 1975

- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)

- Any applicable State laws or local ordinances and any legislation protecting individual rights of tenants, applicants or staff that may subsequently be enacted

The MMHA shall not discriminate because of race, color, sex, religion, familial status, disability, national origin, in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under the MMHA's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof.

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

The MMHA's North View Manor is accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TDD telephone service provider.

The MMHA shall not, on account of race, color, sex, religion, familial status, disability, national origin:

Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;

Provide housing that is different from that provided to others;

Subject a person to segregation or disparate treatment;

Restrict a person's access to any benefit enjoyed by others in connection with the housing program;

Treat a person differently in determining eligibility or other requirements for admission;
or

Deny a person access to the same level of services.

The MMHA shall not automatically deny admission to a particular group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents, elderly families with pets).

E. SERVICE AND ACCOMMODATIONS POLICY

It is the policy of the Medina Metropolitan Housing Authority to provide courteous and efficient service to all applicants for housing assistance. In that regard, the MMHA will endeavor to accommodate persons with disabilities, as well as those persons with language and literacy barriers.

This policy is applicable to all situations described in this Admissions and Continued Occupancy Policy when a family initiates contact with the MMHA, when the MMHA initiates contact with a family including when a family applies, and when the MMHA schedules or reschedules appointments of any kind.

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

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

disability.

Federal Americans with Disabilities Act of 1990

With respect to an individual, the term "disability," as defined by the 1990 Act means:

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

A record of such impairment, or

Being regarded as having such impairment.

Undue Hardship

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability and they do not create an "undue financial and administrative burden" for the MMHA, meaning an action requiring "significant difficulty or expense."

In determining whether accommodation would create an undue hardship, the following guidelines will apply:

The nature and cost of the accommodation needed;

The overall current financial resources of the facility or facilities involved in the provision of the reasonable accommodation; and

The number of persons currently employed at such facility, the number of families likely currently to need such accommodation, the effect on expenses and resources, or the likely impact on the operation of the facility as a result of the accommodation.

Verification of a Request for Accommodation

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

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability.

Reasonable Accommodation

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

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

Application Process

For purposes of this section, the MMHA will make the following types of accommodations to persons with disabilities to facilitate the application process:

Permitting the submission of applications or certification forms via mail.

Permitting an authorized designee to participate in the application or certification process.

Recertification by Mail

The MMHA will permit the family to submit annual and interim recertification forms through the mail, when the MMHA has determined that the request is necessary as a reasonable accommodation.

The mail-in packet will include notice to the family of the MMHA's deadline for returning the completed forms to the MMHA.

Home Visits

When requested and where the need for reasonable accommodation has been established, the MMHA will conduct home visits to residents to conduct annual and interim recertifications.

Other Accommodations

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

Families will be offered an accessible unit, upon request by the family, when an accessible unit is available.

The MMHA will refer families who have persons with disabilities to agencies in the community that offer services to persons with disabilities.

F. TRANSLATION OF DOCUMENTS

In determining whether it is feasible to translate documents into other languages, the MMHA will consider the following factors:

Estimated cost to the MMHA per client of translation of English written documents into the other language.

The availability of local organizations to provide translation services to non- English speaking families.

G. LANGUAGE ASSISTANCE

The Medina Metropolitan Housing Authority will provide readers to assist persons with literacy barriers in completing the application and certification process.

H. PUBLIC HOUSING ASSESSMENT SYSTEM (MMHAS) OBJECTIVES [24 CFR 901 & 902]

The MMHA operates its public housing program with efficiency and can demonstrate to HUD or independent auditors that the MMHA is using its resources in a manner that reflects its commitment to quality and service. The MMHA policies and practices are consistent with the new Public Housing Assessment System (PHAS) outlined in the 24 CFR Parts 901 and 902 final published regulations.

I. FAMILY OUTREACH

The MMHA will publicize and disseminate information to make known the availability of housing units and housing-related services for very low income families on a regular basis.

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

J. PRIVACY RIGHTS

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

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

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

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

K. POSTING OF REQUIRED INFORMATION

The MMHA will maintain a bulletin board in a conspicuous area of the **agency office** that will contain:

Statement of policies and procedures governing Admissions and Continued Occupancy Policy (ACOP) or a notice of where the policy is available

Information on application taking

Directory of the MMHA's housing sites including names, address of offices and office hours at each facility.

Income limits for Admission

Current schedule of routine maintenance charges

A copy of the lease

The MMHA's grievance procedures

A Fair Housing Poster

An Equal Opportunity in Employment poster

Current Resident Notices

Required public notices

Information on Screening and Eviction for Drug Abuse and other Criminal Activity.

North View Manor will maintain a bulletin board in a conspicuous place which will contain:

Tenant Selection policies (960.202 and 960.203)

Information on application taking

Income limits for admission

Current schedule of maintenance charges

Copy of lease

MMHA's grievance procedures

Fair Housing poster

Equal Opportunity in Employment poster

Current Resident Notices

Information on Screening and Eviction for Drug Abuse and Other Criminal Activity.

L. TERMINOLOGY

The Medina Metropolitan Housing Authority is referred to as "MMHA" or "Housing Authority" or "HA" throughout this document.

"Family" is used interchangeably with "Applicant," "Resident" or "Participant" or and can refer to a single-person family.

"Resident" is used to refer to participants in terms of their relation as a lessee to the MMHA as the landlord.

"Landlord" refers to the MMHA.

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

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

See Glossary for other terminology.

Reserved

Chapter 2

ELIGIBILITY FOR ADMISSION

[24 CFR Part 960, Subpart B]

INTRODUCTION

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

A. QUALIFICATION FOR ADMISSION

It is the MMHA's policy to admit qualified applicants only. An applicant is qualified if he or she meets the following criteria:

Is a family as defined in this Chapter;

Heads a household where at least one member of the household is either a citizen or eligible non-citizen. (24 CFR Part 5, Subpart E).

Has an Annual Income at the time of admission that does not exceed the **low** income limit for occupancy established by HUD and posted separately in the MMHA offices.

Provides a Social Security number for all family members, age 6 or older, or will provide written certification that they do not have Social Security numbers;

Meets or exceeds the tenant Selection and Suitability Criteria as set forth in this policy.

B. FAMILY COMPOSITION

Definition of Family

The applicant must qualify as a Family. A Family may be a single person or a group of persons. "Family" also includes (1) two or more persons sharing residency whose income and resources are available to meet the family's needs and who are either related by blood, marriage or operation of law, or have evidenced a stable family relationship.

Elderly, disabled, and displaced families are defined by HUD in CFR 5.403.

The term "Family" also includes, but is not limited to:

A family with or without children;

An elderly family;

A disabled family;

A displaced family;

The remaining member of a tenant family;

A single person who is not elderly, displaced, or a person with disabilities, or the remaining member of a tenant family;

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

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

The temporary absence of a child from the home due to placement in foster care shall not be considered in determining the family composition and family size.

Head of Household

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

Emancipated minors who qualify under State law will be recognized as head of household if there is a court order recognizing them as an emancipated minor.

Spouse of Head

Spouse means the husband or wife of the head.

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

Co-head

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

Live-in Attendants

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

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

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

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

A live-in aide is not considered to be an assisted family member and has no rights or benefits under the program:

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

Live-in aides are not subject to Noncitizen Rule requirements.

Live-in aides may not be considered as a remaining member of the tenant family.

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

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

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

A specific live-in aide may only reside in the unit with the approval of the MMHA. The MMHA shall make the live-in aide subject to the agency's normal screening criteria.

The MMHA will require the live-in aide to execute a lease rider agreeing to abide by the terms and conditions of occupancy set forth in the lease agreement. If the live-in aide violates provisions of the lease rider, the MMHA may take action against the live-in aide separate from action against the assisted family.

If the live-in aide or their family members participate in drug-related or criminal activity, the MMHA will rescind the aide's right to occupy the unit. When the agency takes such action against the live-in aide, the aide is not entitled to the grievance hearing process of the agency.

The MMHA has the right to disapprove a request for a live-in aide based on the "Other Eligibility Criteria" described in this Chapter.

Over Income Families

The MMHA may rent units to over-income families on a month-to-month basis, if there are no eligible families applying for assistance that month.

Over-income families must agree to vacate the unit with at least 30 day's notice provided by the MMHA, if the unit is needed for an income-eligible family.

The MMHA will publish a 30-day notice in The Gazette, Akron Beacon Journal and Cleveland Plain Dealer if the MMHA determines the need to house over-income families.

C. MANDATORY SOCIAL SECURITY NUMBERS [24 CFR 5.216]

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

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

If a member does not have a Social Security Number they must sign a certification stating that they do not have one. The certification shall:

state the individual's name,

state that the individual has not been issued a Social Security Number;

state that the individual will disclose the Social Security Number, if they obtain one at a later date;

be signed and dated.

D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

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

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

Mixed Families. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed." Such applicant families will be given notice that their income-based assistance (TTP) will be pro-rated and that they may request a hearing if they contest this determination. If such a family chooses flat rent, the flat rent will not be pro-rated if the flat rent is greater than the Public Housing Maximum Rent. If the Public Housing Maximum Rent is greater than the flat rent, and the family chooses flat rent, the flat rent will be pro-rated.

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

Noncitizen students defined by HUD in the noncitizen regulations are not eligible for assistance.

The MMHA will establish and verify eligibility no later than the date of the family's annual reexamination following October 21, 1998.

E. OTHER ELIGIBILITY CRITERIA

All applicants will be processed in accordance with HUD's regulations (24 CFR Part 960) and sound management practices. Applicants will be required to demonstrate ability to comply with essential provisions of the lease as summarized below.

All applicants must demonstrate through an assessment of current and past behavior the ability:

to pay rent and other charges as required by the lease in a timely manner;

to care for and avoid damaging the unit and common areas;

to use facilities, appliances and equipment in a reasonable way;

to create no health or safety hazards, and to report maintenance needs in a timely manner;

not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others;

not to engage in criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents or staff and not to engage in drug-related criminal activity on or off the MMHA premises;

not to have ever been convicted of manufacturing or producing methamphetamine, also known as "speed," on the premises of assisted housing;

not to contain a household member subject to lifetime sex offender registration requirement under a State Sex offender registration program;

to comply with necessary and reasonable rules and program requirements of HUD and the MMHA; and,

to comply with local health and safety codes.

Denial of Admission for Previous Debts to MMHA or Any Other MMHA

Applicants with previous MMHA debts must enter into a Payment Agreement. If the applicant's payments are current at the time of final eligibility determination, the applicant will be offered a unit and continue to make payments.

F. DENIAL OF ADMISSION FOR DRUG-RELATED AND/OR OTHER CRIMINAL ACTIVITY

Purpose

All federally assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. It is the intention of the MMHA to fully endorse and implement a policy that is designed to:

Help create and maintain a safe and drug-free community;

Administration

All screening procedures shall be administered fairly and in such a way as not to discriminate on the basis of race, color, nationality, religion, sex, familial status, disability or against other legally protected groups, and not to violate right to privacy.

To the maximum extent possible, the MMHA will involve other community and governmental entities in the promotion and enforcement of this policy.

HUD Definitions

"Drug-related criminal activity" is the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

Drug-related criminal activity means *on or off the premises, not just on or near the premises*.

"Covered person" means a tenant, any member of the tenant's household, a guest, or another person under the tenant's control.

"Criminal activity" includes any criminal activity that threatens the health, safety or right to peaceful enjoyment of the resident's public housing premises by other residents or employees of the MMHA.

"Drug" means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

"Guest" for purposes of this Chapter, means a person temporarily staying in the unit with the consent of a resident or other member of the household who has express or implied authority to so consent on behalf of the resident.

"Household" means the family and MMHA-approved live-in aide.

"Other person under the resident's control," for the purposes of the definition of "covered person," means that the person, although not staying as a guest (as defined above) in the unit is, or was at the time of the activity in question, on the premises (as defined in this section) because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident.

"Premises" means the building or complex or development in which the public housing dwelling unit is located, including common areas and grounds.

"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.

Screening for Drug Abuse and Other Criminal Activity

In an effort to prevent drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or the right to peaceful enjoyment of the premises by other residents, the MMHA will endeavor to screen applicants as thoroughly and fairly as possible.

The MMHA will check criminal history for all **adults in the household** to determine whether any member of the family has engaged in violent or drug-related criminal activity.

The MMHA will check criminal history for all **adults in the household** to determine whether any member of the family is subject to a lifetime sex offender registration requirement.

Standard for Violation

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

No member of the applicant's family may have engaged in drug related or violent criminal activity within the past 3 years.

The MMHA will deny participation in the program to applicants where the MMHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where the MMHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

The MMHA will consider the use of a controlled substance or alcohol to be a *pattern* if there is more than one incident during the previous 12 months.

"Engaged in or engaging in or recent history of" drug-related criminal activity means any act within the past 3 years by applicants or participants, household members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

"Engaged in or engaging in or recent history of" criminal activity means any act within the past 3 years by applicants or participants, household members, or guests which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of the MMHA, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

The MMHA will waive the requirement regarding drug-related criminal activity if:

The person demonstrates successful completion of a credible rehabilitation program approved by the MMHA; or

The person demonstrates consistent participation in professional rehabilitation for two of the past three years; or

Permanent Denial of Admission

The MMHA will permanently deny admission to public housing persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds. The MMHA will not waive this requirement.

Prohibition on Persons Subject to Lifetime Sex Offender Registration Requirement

The MMHA will deny admission to public housing to any family in which a family member is subject to a lifetime sex offender registration requirement. This provision will not be waived. The MMHA shall perform necessary criminal history background checks in the State where the housing is located and in any other States where household members are known to have resided.

Other Criminal Activity

HUD defines violent criminal activity as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by any family member.

No family member may have engaged in or threatened abusive or violent behavior toward MMHA personnel at any time.

No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last 3 years.

Evidence

The MMHA must have evidence of the violation.

"Preponderance of evidence" is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred.

Preponderance of evidence is not to be determined by the number of witnesses, but by the greater weight of all evidence.

"Credible evidence" may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants, evidence gathered by MMHA inspectors and/or investigators, and evidence gathered from the MMHA Hotline.

The MMHA may pursue fact-finding efforts as needed to obtain credible evidence.

Confidentiality of Criminal Records

The MMHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

The MMHA will document in the family's file that the family was denied admission or the tenancy was terminated due to findings in the Criminal History Report.

Disclosure of Criminal Records to Family

Before the MMHA takes any adverse action based on a criminal conviction record, the applicant and subject of record will be provided with a copy of the criminal record and an opportunity to dispute the record. Applicants will be provided an opportunity to dispute the record at an informal hearing. Residents may contest such records at the grievance hearing or court hearing in the case of evictions.

Hearings

(See Chapter titled "Complaints, Grievances and Appeals.")

If information is revealed that would cause the MMHA to deny admission to the household and the person disputes the information, s/he shall be given an opportunity for an informal hearing according to the MMHA's hearing procedures outlined in the Chapter on Complaints, Grievances and Appeals.

G. SCREENING FOR SUITABILITY [24 CFR 960.203, 960.204, 960.205]

In developing its admission policies, the aim of the MMHA is to attain a resident body composed of families with a broad range of incomes and to avoid concentrations of the most economically deprived families and families with serious social problems. Therefore, it is the policy of the MMHA to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the development or neighborhood, or on the quality of life for its residents.

The application will be reviewed to verify the applicant meets the essential requirements of tenancy. Answers will be subject to third party verification.

An applicant's intentional misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, family composition or rent will result in denial of admission.

Applicants must be able to demonstrate the ability and willingness to comply with the terms of the lease, either all or with assistance that they can demonstrate that they have or will have at the time of admission. (24 CFR 8.3, Definition: Qualified Individual with Handicaps) The availability of assistance is subject to verification by the MMHA.

As a part of the final eligibility determination, the MMHA will screen each applicant household to assess their suitability as renters.

The MMHA will complete a rental history check on all applicants.

The MMHA will complete a home visit at the current residence of all applicants who have had landlord verifications returned to the MMHA with unfavorable comments concerning their housekeeping habits. Applicants shall have at least two working days advance written notice of home visits.

The MMHA's examination of relevant information pertaining to past and current habits or practices will include, but is not limited to, an assessment of:

Eviction or a record of disturbance of neighbors sufficient to warrant a police call, destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other residents or neighbors.

Any history of criminal activity on the part of any applicant family member involving criminal acts, including drug-related criminal activity.

Any history or evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy by neighbors.

Any history of initiating threats or behaving in a manner indicating an intent to assault employees or other residents.

Any history of alcohol or substance abuse that would threaten the health, welfare, or right to peaceful enjoyment of the premises by other residents.

The ability and willingness of an applicant to comply with the essential lease requirements will be verified and documented by the MMHA. The information to be considered in the screening process shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application in present and prior housing.

The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:

Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare. [24CFR 960.203(c)]

Adversely affect the physical environment or financial stability of the project. [24CFR 960.203(c)]

Violate the terms and conditions of the lease. [24CFR 960.203(c)].

Require services from MMHA staff that would alter the fundamental nature of the MMHA's program. [24 CFR 8.3]

Rent Paying Habits

The MMHA will examine any Housing Authority records from a prior tenancy, and will request written references from the applicant's current landlord and may request written references from former landlords.

Based upon these verifications, the MMHA will determine if the applicant was chronically late with rent payments, was evicted at any time for nonpayment of rent, or had other legal action initiated against him/her for debts owed. Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation.

Screening Applicants Who Claim Mitigating Circumstances

Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified would indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, and the applicant's prospect for lease compliance is an acceptable one, justifying admission.

If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. In order to be factored into the MMHA's screening assessment of the applicant, mitigating circumstances must be verifiable.

If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, the MMHA shall have the right to refer such information to persons who are qualified and knowledgeable to evaluate the evidence and to verify the mitigating circumstance. The MMHA shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

Examples of Mitigating Circumstances

Evidence of successful rehabilitation;

Evidence of the applicant family's participation in and completion of social service or other appropriate counseling service approved by the MMHA;

Evidence of successful and sustained modification of previous disqualifying behavior.

Consideration of mitigating circumstances does not guarantee that the applicant will qualify for admission. The MMHA will consider such circumstances in light of:

The applicant's ability to substantiate through verification the claim of mitigating circumstances and his/her prospects for improved future behavior; and

The applicant's overall performance with respect to all the screening requirements.

Qualified and Unqualified Applicants

Information that has been verified by the MMHA will be analyzed and a determination will be made with respect to:

The eligibility of the applicant as a *family*;

The eligibility of the applicant with respect to income limits for admission;

The eligibility of the applicant with respect to citizenship or eligible immigration *status*;

Assistance to a family may not be delayed, denied or terminated on the basis of the family's ineligible immigration status unless and until the family completes all the verification and appeals processes to which they are entitled under both INS and MMHA procedures, except for a pending MMHA hearing.

Applicants who are determined to be unqualified for admission will be promptly notified with a Notice of Denial of Admission stating the reason for the denial. The MMHA shall provide applicants an opportunity for an informal hearing (see Chapter titled "Complaints, Grievances, and Appeals").

The MMHA will make every effort to accurately estimate an approximate date of occupancy. However, the date given by the MMHA does not mean that applicants should expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by the MMHA, such as turnover rates, and market demands as they affect bedroom sizes and project location.

Documenting Findings

An authorized representative of the MMHA shall document any pertinent information received relative to the following:

Criminal Activity - includes the activities listed in the definition of criminal activity in this Chapter.

Drug-Related Criminal Activity - includes a determination by the MMHA that the applicant has been involved in the illegal manufacture, sale, distribution, use or possession of a controlled substance.

Non-Payment of Rightful Obligations - including rent and/or utilities and other charges owed to the MMHA or any other PHA.

Prohibited Criteria for Denial of Admission

Applicants will NOT be rejected because they:

Have no income;

Are not employed;

Do not participate in a job training program;

Will not apply for various welfare or benefit programs;

Have children;

Have children born out of wedlock;

Are on welfare;

Are students.

H. HEARINGS

If information is revealed that would cause the MMHA to deny admission to the household and the person disputes the information, s/he shall be given an opportunity for an informal hearing according to the MMHA's hearing procedures outlined in the Chapter on Complaints, Grievances and Appeals.

Chapter 3

APPLYING FOR ADMISSION

INTRODUCTION

The policy of the MMHA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for

assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family; the MMHA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Policy.

A. HOW TO APPLY

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

Applications will be mailed to interested families upon request. Applications will also be available on the MMHA's web site.

The application process will involve two phases.

1. The first is the "initial" application for admission (referred to as an application). This first phase is to determine the family's eligibility for, and placement on, the waiting list.

The application will be dated, time-stamped, and referred to the MMHA's main office.

2. The second phase is the "final determination of eligibility for admission" when the family reaches the top of the waiting list. At this time the MMHA ensures that verification of all HUD and MMHA eligibility factors is current in order to determine the family's eligibility for an offer of a suitable unit.

B. COMPLETION OF A FULL APPLICATION

The application will contain questions designed to obtain the following information:

- Names of head and spouse
- Names of adult members and age of all members
- Number of family members (used to estimate bedroom size needed)
- Street address and phone numbers
- Mailing address (if PO Box or other permanent address)
- Annual income
- Source(s) of income received by household members to determine eligibility
- Information regarding request for reasonable accommodation or for accessible unit

- Social Security Numbers
- Race/ethnicity
- Arrests/convictions of any crimes
- Previous address
- Names and addresses of current and previous landlords

Applicants on the waiting list who will be selected in the near future will be sent a letter. The letter will request the applicant contact the office to confirm their continued interest in housing. At that time an appointment will be scheduled with the applicant to update verification

Requirement to Attend Interview

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

It is the applicant's responsibility to reschedule the interview if s/he misses the appointment. If the applicant does not reschedule or misses **two** scheduled meeting(s), the application will be made inactive.

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

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

All adult members, and head of household and spouse regardless of age, must sign form HUD-9886, "Release of Information," the declarations and consents related to citizenship/immigration status and any other documents required by the MMHA. Applicants will be required to sign specific verification forms for information that is not covered by the HUD-9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and

releases as required by the MMHA.

Information provided by the applicant will be verified, including information related to family composition, income, allowances and deductions, assets, eligible immigration status, full time student status and other factors related to eligibility and rent calculation.

If the MMHA determines at or after the interview that additional information or document(s) are needed, the MMHA will request the document(s) or information in writing. The family will be given 7 business days to supply the information.

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

E. PROCESSING APPLICATIONS

As families approach the top of the waiting list, the following items will be verified to determine qualification for admission to the MMHA's housing:

- Family composition and type (elderly/non elderly)

- Annual Income

- Assets and Asset Income

- Deductions from Annual Income

- Social Security Numbers of all family members

- Information used in applicant screening

- Citizenship or eligible immigration status

- Criminal History Report

F. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, the MMHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the MMHA, and the tenant suitability determination (see Chapter on Eligibility for Admission).

Because HUD can make changes in rules or regulations and family circumstances may have changed during the review process that affect an applicant's eligibility, it is necessary to make final eligibility determination.

The household is not actually eligible for a unit offer until this final determination has been made, even though they may have been preliminarily determined eligible and may have been listed on the waiting list.

Chapter 4

RESIDENT SELECTION AND ASSIGNMENT PLAN

(Includes Preferences and Managing the Waiting List)

[24 CFR 960.203, 960.204, 960.205, 960.206]

INTRODUCTION

It is the MMHA's policy that each applicant shall be assigned an appropriate place **on the waiting list for the development(s) in which the applicant wishes to reside.** .

Applicants will be listed in sequence based upon:

date and time the application is received,

the size and type of unit they require,

In filling an actual or expected vacancy, the MMHA will offer the dwelling unit to an applicant in the appropriate sequence. The MMHA will offer the unit until it is accepted. This Chapter describes the MMHA's policies with regard to the number of unit offers that will be made to applicants selected from the waiting list.

MMHA's Objectives

It is the MMHA's objective to ensure that families are placed in the proper order on the waiting list so that the offer of a unit is not delayed to any family unnecessarily or made to any family prematurely. This chapter explains the policies for the management of the waiting list.

By maintaining an accurate waiting list, the MMHA will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available to fill unit vacancies in a timely manner.

A. MANAGEMENT OF THE WAITING LIST

The MMHA will administer its waiting list as required by 24 CFR Part 5, Part 945 and Part 960, Subparts A and B. The waiting list will be maintained in accordance with the following guidelines:

The application will be a permanent file.

All applicants in the pool will be maintained **in order of date and time of application receipt**.

All applicants must meet applicable income eligibility requirements as established by HUD.

Opening and Closing the Waiting Lists

The MMHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part.

The decision to close the waiting list will be based on the number of applications available for a particular size and type of unit, and the ability of the MMHA to house an applicant in an appropriate unit within a reasonable period of time.

When the MMHA opens the waiting list, the MMHA will advertise through public notice in the following newspapers, minority publications and media entities, location(s), and program(s) for which applications are being accepted in the local paper of record, "minority" newspapers, and other media including:

Medina Gazette, Akron Beacon Journal, Cleveland Plain Dealer

To reach persons with disabilities, the MMHA will provide separate notice to local organizations representing the interests and needs of the disabled. **This includes, but is not limited to:**

Medina County Alcohol, Drug Addiction and Mental Health (ADAMH) Board

Medina County Board of Mental Retardation/Developmental Disabilities (MR/DD)

Society for Handicapped Citizens, Inc.

Alternative Paths, Inc.

Medina County Office for Older Adults

Battered Women's Shelter

The notice will contain:

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

The programs for which applications will be taken.

A brief description of the program.

Limitations, if any, on who may apply.

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

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

When Application Taking is Suspended

The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

Suspension of application taking is announced in the same way as opening the waiting list.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover over the next **24** months. **The MMHA will give at least 7 days' notice prior to closing the list.** When the period for accepting applications is over, the MMHA will add the new applicants to the list by:

Date and time of application.

The MMHA will update the waiting list **at least annually** by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by mail or telephone. At the time of initial intake, the MMHA will advise families of their responsibility to notify the MMHA when mailing address or telephone numbers change.

Reopening the List

If the waiting list is closed and the MMHA decides to open the waiting list, the MMHA will publicly announce the opening.

Any reopening of the list is done in accordance with the HUD requirements.

Limits on Who May Apply

When the waiting list is open,

Any family asking to be placed on the waiting list for Public Housing rental assistance will be given the opportunity to complete an application.

When the application is submitted to the MMHA:

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

Multiple Families in Same Household

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

B. SITE BASED WAITING LISTS

Applicants may choose on which site-based waiting list they wish to be placed, regardless of the application site. Applicants may designate the development or developments in which they seek to reside.

When there are insufficient applicants on a site-based waiting list, the MMHA will contact applicants on other site-based waiting lists who may qualify for the type of housing with insufficient applicants.

Every reasonable action will be taken by the MMHA to assure that applicants can make informed choices regarding the development(s) in which they wish to reside. The MMHA will disclose information to applicants regarding the location of available sites, occupancy number and size of accessible units. The MMHA will also include basic information relative to amenities such as day care, security, transportation, training programs, and an estimate of the period of time the applicant will likely have to wait to be admitted to units of different types.

Monitoring Site-Based Waiting Lists

The system of site-based waiting lists will be carefully monitored to assure that civil rights and fair housing are affirmatively furthered.

The MMHA will at least every three years use independent testers or other means satisfactory to HUD to assure that the site-based waiting list is not being implemented in a discriminatory manner, and that no patterns or practices of discrimination exist. If there are found to be any problems, the MMHA will take immediate steps to remedy.

C. WAITING LIST PREFERENCES

Local Preferences

The MMHA uses the following Local Preferences:

Date and time of receipt of a completed application.

Veteran preference: as defined by state law .

Treatment of Single Applicants

Single applicants will be treated as any other eligible family on the MMHA waiting list.

D. INCOME TARGETING

The MMHA will monitor its admissions to ensure that at least 40 percent of families admitted to public housing in each fiscal year shall have incomes that do not exceed 30% of area median income of the MMHA's jurisdiction.

The MMHA shall have the discretion, at least annually, to exercise the “fungibility” provision of the QHWRA by admitting less than 40 percent of “extremely low income families” to public housing in a fiscal year, to the extent that admissions of extremely low income families to the MMHA's voucher program during a MMHA fiscal year exceeds the 75 percent minimum targeting requirement for the MMHA's Section 8 Voucher Program. This fungibility provision discretion by the MMHA is also reflected in the MMHA's Administrative Plan.

The fungibility credits will be used to drop the annual requirement below 40 percent of admissions to public housing for extremely low income families by the lowest of the following amounts:

The number of units equal to 10 percent of the number of newly available vouchers in the fiscal year; or

The number of public housing units that 1) are in public housing developments located in census tracts having a poverty rate of 30% or more, and 2) are made available for occupancy by and actually occupied in that year by, families other than extremely low-income families.

The Fungibility Floor: Regardless of the above two amounts, in a fiscal year, at least 30% of the

MMHA's admissions to public housing will be to extremely low-income families. The fungibility floor is the number of units that cause the MMHA's overall requirement for housing extremely low-income families to drop to 30% of its newly available units.

E. PROMOTION OF INTEGRATION

Beyond the basic requirement of nondiscrimination, MMHA shall affirmatively further fair housing to reduce racial and national origin concentrations.

The MMHA shall not require any specific income or racial quotas for any development or developments.

The MMHA shall not assign persons to a particular section of a community or to a development or building based on race, color, religion, sex, disability, familial status or national origin for purposes of segregating populations.

F. OFFER OF PLACEMENT ON THE SECTION 8 WAITING LIST

The MMHA will not merge the waiting lists for public housing and Section 8. However, if the Section 8 waiting list is open when the applicant is placed on the public housing list, the applicant will be offered a Section 8 application to complete.

G. REMOVAL FROM WAITING LIST AND PURGING

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

If an applicant fails to respond within 10 **business** days, s/he will be removed from the waiting list. If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file. **If a letter is returned with a forwarding address, it will be re-mailed to the address indicated.**

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless a person with a disability requests a reasonable accommodation for being unable to reply within the proscribed period.

An extension to reply to the purge notification will be considered as an accommodation if requested by a person with a disability.

H. OFFER OF ACCESSIBLE UNITS

The MMHA has units designed for persons with mobility, sight and hearing impairments, referred to as accessible units.

No non-mobility impaired families will be offered these units until all eligible mobility-impaired applicants have been considered.

Before offering a vacant accessible unit to a non-disabled applicant, the MMHA will offer such units:

First, to a current occupant of another unit of the same development, or other public housing developments under the MMHA's control, who has a disability that requires the special features of the vacant unit.

Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

When offering an accessible/adaptable unit to a non-disabled applicant, the MMHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

The MMHA will make modifications to the unit in keeping with the Section 504 Transition Plan as the need arises and until the agency determines that an adequate number of units have been rehabilitated in numbers sufficient to evidence compliance with the Plan. After such point in time, the MMHA may approve the family's plan to make physical modifications at the family's expense and consistent with the terms of the Authority's 504 Plan as it relates to tenant modifications.

See "Leasing" chapter.

I. PLAN FOR UNIT OFFERS

The MMHA plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, or national origin is:

Under this plan the first qualified applicant in sequence on the waiting list will be made one offer of a unit of the appropriate size.

The MMHA will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for the rejection.

J. CHANGES PRIOR TO UNIT OFFER

Changes that occur during the period between removal from the waiting list and an offer of a suitable unit may affect the family's eligibility or Total Tenant Payment. The family will be

notified in writing of changes in their eligibility or level of benefits and offered their right to an informal hearing when applicable (See Chapter on Complaints, Grievances, and Appeals)

K. APPLICANT STATUS AFTER FINAL UNIT OFFER

When an applicant rejects the 2nd unit offer the MMHA will:

Remove the applicant's name from the waiting list.

Removal from the waiting list means:

The applicant must reapply.

L. TIME-LIMIT FOR ACCEPTANCE OF UNIT

Applicants must accept a unit offer within 3 business days of the date the offer is made. Offers made over the telephone will be confirmed by letter. If unable to contact an applicant by telephone, the MMHA will send a **letter**.

Applicants Unable to Take Occupancy

If an applicant is willing to accept the unit offered, but is unable to take occupancy at the time of the offer for "*good cause*," the applicant will not be **removed from the waiting list**.

Examples of "*good cause*" reasons for the refusal to take occupancy of a housing unit include, but are not limited to:

- An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing. [24 CFR 945.303(d)]
- **A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member, other household members, or a live-in aide necessary to care for the principal household member.**
- **The unit is inappropriate for the applicant's disabilities.**

Applicants With a Change in Family Size or Status

Changes in family composition, status, or income between the time of the interview and the offer of a unit will be processed. The MMHA shall not lease a unit to a family whose occupancy will overcrowd the unit.

M. REFUSAL OF OFFER

If the unit offered is inappropriate for the applicant's disabilities, the family will retain their position on the waiting list.

If the unit offered is refused for other reasons, the MMHA will follow the applicable policy as listed in the "Plan for Unit Offers" section and the "Applicant Status After Final Offer" section.

Chapter 5

OCCUPANCY GUIDELINES

INTRODUCTION

The Occupancy Guidelines are established by the MMHA to ensure that units are occupied by families of the appropriate size. This policy maintains the maximum usefulness of the units, while preserving them from excessive wear and tear or underutilization. This Chapter explains the Occupancy Guidelines used to determine minimum and maximum unit sizes for various sized families when they are selected from the waiting list, or when a family's size changes, or when a family requests an exception to the occupancy guidelines.

A. DETERMINING UNIT SIZE

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

All guidelines in this section relate to the number of bedrooms in the unit. Dwelling units will be so assigned that:

One bedroom will generally be assigned for every two family members. The MMHA will consider factors such as family characteristics including sex, age, or relationship, the number of bedrooms and size of sleeping areas or bedrooms and the overall size of the dwelling unit. Consideration will also be given for medical reasons and the presence of a live-in aide.

The living room will not be used as a bedroom except for purposes of reasonable accommodation.

GUIDELINES FOR DETERMINING BEDROOM SIZE

Bedroom Size	Persons in Household: (Minimum #)	Persons in Household: (Maximum #)
1 Bedroom	1	2
2 Bedrooms	2	4

B. EXCEPTIONS TO OCCUPANCY STANDARDS

The MMHA will grant exceptions from the guidelines in cases where it is the family's request or the MMHA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances, and there is a vacant unit available. If an applicant requests to be listed on a smaller or larger bedroom size waiting list, the following guidelines will apply:

The MMHA may offer a family a unit that is larger than required by the MMHA's occupancy standards, if the waiting list is short of families large enough to fill the vacancy. However, the family must agree to move to an appropriate sized unit at such time as there are applicants eligible for the larger unit. This requirement is a provision of the lease.

In all cases, where the family requests an exception to the general occupancy standards, the MMHA will evaluate the relationship and ages of all family members and the overall size of the unit.

The family may request to be placed on a larger bedroom size waiting list than indicated by the MMHA's occupancy guidelines. The request must explain the need or justification for a larger bedroom size, and must be verified by the MMHA before the family is placed on the larger bedroom size list. The MMHA will consider these requests:

Person with Disability

The MMHA will grant an exception upon request as a reasonable accommodation for persons with disabilities if the need is appropriately verified.

Other Circumstances

Circumstances may dictate a larger size than the occupancy standards permit when:

Persons cannot share a bedroom because of a need for medical equipment due to its size and/or function. Requests for a larger bedroom due to medical equipment must be verified by a doctor.

Requests based on health related reasons must be verified by a **knowledgeable licensed professional.**

All members of the family residing in the unit must be approved by the MMHA. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the MMHA within 7 days.

C. INCENTIVES TO ATTRACT HIGHER INCOME FAMILIES TO LOWER INCOME DEVELOPMENTS

See Chapter on Resident Selection and Assignment.

D. ACCESSIBLE UNITS

The MMHA has units designed for persons with mobility, sight and hearing impairments. These units were designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications.

Accessible units will be offered and accepted by non-mobility impaired applicants only with the understanding that such applicants must accept a transfer to a non-accessible unit at a later date if a person with a mobility impairment requiring the unit applies for housing and is determined eligible.

E. FAMILY MOVES

When a change in the circumstances of a tenant family requires another unit size, the family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the Transfer List.

The unit considerations in this section should be used as a guide to determine whether and when the bedroom size should be changed. If an unusual situation occurs, which is not currently covered in this policy, the case should be taken to the Executive Director who will make determination after review of the situation, the individual circumstances, and the verification provided.

Chapter 6

DETERMINATION OF TOTAL TENANT PAYMENT

[24 CFR 5.609, 5.611, 5.613, 5.615, 5.628, 5.630]

INTRODUCTION

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

This Chapter defines the allowable deductions from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subpart F and further instructions set forth in HUD Notices, Memoranda and Addenda. However, the Quality Housing and Work Responsibility Act now gives MMHAs broader flexibility. The MMHA's policies in this Chapter address those areas that allow the MMHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

A. MINIMUM RENT

The minimum rent for this MMHA is **\$0**. The minimum rent refers to a minimum total tenant payment and not a minimum resident rent.

The Total Tenant Payment is the greater of:

30% of the adjusted monthly income

10% of the monthly income

The Minimum rent as established by the MMHA

The Total Tenant Payment does not include charges for excess utility consumption or other charges.

MMHA Procedures for Notification to Families of Hardship Exemptions

The MMHA will notify all participant families subject to a minimum rent of their right to request a minimum rent hardship exemption under the law.

The MMHA notification will advise the family that hardship exemption determinations are subject to MMHA grievance procedures.

The MMHA will review all resident requests for exemption from the minimum rent due to financial hardships.

Exemptions to Minimum Rent

The MMHA will immediately grant the minimum rent exemption to all families who request it.

The Minimum Rent will be suspended until the MMHA determines whether the hardship is:

Covered by statute

Temporary or long term

If the MMHA determines that the minimum rent is not covered by statute, the MMHA will impose a minimum rent including payment for minimum rent from the time of suspension.

HUD Criteria for Hardship Exemption

In order for a family to qualify for a hardship exemption the family's circumstances must fall into one of the following criteria:

The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance;

The family would be evicted as a result of the imposition of the minimum rent requirement;

The income of the family has decreased because of changed circumstances, including:

Loss of employment

Death in the family

Other circumstances as determined by the MMHA or HUD

MMHA Policy Regarding Hardship Exemption

For purposes of providing the hardship exemption to minimum rent in a fair and consistent manner, the MMHA has established policy regarding the above-mentioned HUD criteria.

"Loss of employment" is:

defined as loss of employment, including layoff and termination.

The financial hardship exemption only applies to the payment of minimum rent (minimum TTP). The exemption does not apply to the other elements used to calculate the Total Tenant Payment. When the family is granted the financial hardship exemption, the family's TTP shall be the greater of:

30 percent of monthly adjusted income

10 percent of monthly income

Temporary Hardship

If the MMHA determines that the hardship is temporary (less than 90 days), a minimum rent will be imposed, including back payment from time of suspension, but the family will not be evicted for nonpayment of rent during the 90 day period commencing on the date of the family's request for exemption.

Repayment Agreements for Temporary Hardship

The MMHA will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period.

The minimum monthly amount for a repayment agreement incurred for minimum rent arrears is \$25.00.

The MMHA's policies regarding repayment agreements are further discussed in the chapter entitled "Family Debts to the MMHA."

Retroactive Determination

The MMHA will reimburse the family for minimum rent charges that took effect after October 21, 1998 that qualified for one of the mandatory exemptions.

B. INCOME AND ALLOWANCES

Income: The types of money that are to be used as income for purposes of calculating the TTP are defined by HUD in federal regulations. In accordance with this definition, income from all sources of each member of the household is documented. (See Income Inclusions and Income Exclusions in the Glossary of Terms of this policy.)

Annual Income is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income that has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits. (24 CFR 960.201)

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

Permissive Deductions

The MMHA does not adopt any additional permissive deductions to annual income of tenants.

Allowable Deductions

HUD has five allowable deductions from Annual Income:

1. Dependent allowance: \$480 each for family members (other than the head or spouse), who are minors, and for family members who are 18 and older who are full-time students or who are disabled.
2. "Elderly" allowance: \$400 per household for families whose head or spouse is 62 or over or disabled.
3. Allowable medical expenses for all family members are deducted for elderly and disabled families when the expenses exceed 3 percent of the family's annual income.
4. Childcare expenses for children under 13 are deducted when child care is necessary to allow an adult family member to work, actively seek work, or attend school (including vocational training).
5. Expenses for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work, and if the expenses exceed 3 percent of the family's annual income.

C. TRAINING INCOME EXCLUSIONS [24 CFR 5.609(c)]

The MMHA believes that training income exclusions are an important factor in helping public housing participants move from welfare and dependence to greater self-sufficiency.

In order to be eligible for the exclusion the resident must actually receive training under the provisions of the program. For purposes of this exclusion, it is not enough for the resident to merely be enrolled.

1. Training Income Exclusions in Accordance with 24 CFR 5.609(c)(8)(v)

Income from training programs is excluded when the training program is in accordance with 24 CFR 5.609 (c) (8)(v) and has features that allow the training income of assisted housing residents to be excluded only while the resident is actively enrolled in the training program.

A training program qualifying under 24 CFR 5.609 (c)(8)(v) is defined as one with goals and objectives designed to lead to a higher level of proficiency, and one which enhances the individual's ability to obtain employment. The training program may have performance standards to measure proficiency. Training may include, but is not limited to:

- Classroom training in a specific occupational skill;
- On-the-job training with wages subsidized by the program, or
- Basic education.

For this purpose Annual Income does not include the following:

Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs.

At all times the income to be excluded is the incremental income only.

“Incremental income” is defined by HUD as the increase between the total amount of welfare and earnings of a family member *prior* to enrollment in the training program and welfare and earnings of the family member *after* enrollment in the training program.

All other amounts, (such as child support and alimony), are treated in the usual manner in determining annual income. Child support, or other income that is not *earnings or benefits*, is not a factor and will not be considered in regard to training income exclusions, regardless of whether they have increased or decreased.

Who is Eligible for the Exclusion

Any member of the resident’s family is eligible for the exclusion, provided the individual is enrolled in the qualifying employment training program.

If a family has members who enroll in training programs at different times, the exclusion may be taken at different periods. The rules will be applied individually to each member based on which type of program they are enrolled in.

Verification

Upon verification, residents who are actively enrolled in a qualifying training program will have the incremental income from the training program excluded from their annual income.

Other Factors to Be Considered

If a resident has no income the day they enter a training program, but has a history of employment in the past, the MMHA will review the resident’s wages for the past 18 months and average the income. That averaged income will become the resident’s base amount for determining incremental earnings. Exception: If the resident has no income and enrolls in a welfare program which requires participants to be enrolled in a job training program, the base pay for that resident will be zero.

The resident is required to notify the MMHA within 10 business days of enrolling in a qualifying training program.

Residents who have a decrease in income as a result of enrolling in a training program may request an interim examination. The MMHA will determine the decrease in incremental income as a result of the training program and adjust the resident’s rent accordingly.

Residents who do not notify the MMHA within **10** business days of starting a training program, and have a decrease in income, will not have their rent adjusted retroactively.

D. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS

The annual income for qualified families may not be increased as a result of increases in earned income beginning on the date on which the increase in earned income begins and continuing for a cumulative 12-month period. After the family receives 12 cumulative months of the full exclusion, annual income will include a phase-in of half the earned income excluded from annual income.

A family qualified for the earned income exclusion is a family that occupies a dwelling unit in a public housing development, is paying income-based rent; and

1. Whose annual income increases as a result of employment of a family member who was previously unemployed for one or more years prior to employment;
2. Whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or
3. Whose annual income increases, as a result of new employment or increased earnings of a family member during or within six months after receiving assistance, benefits or services under any State program for TANF provided that the total amount over a six-month period is at least \$500. The qualifying TANF assistance may consist of any amount of monthly income maintenance, and/or at least \$500 in such TANF benefits and services as one-time payments, wage subsidies, and transportation assistance.

The HUD definition of “previously unemployed” includes a person who has earned in the previous 12 months no more than the equivalent earnings for working 10 hours per week for 50 weeks at the minimum wage. Minimum wage is the prevailing minimum wage in the State or locality.

The HUD definition of economic self-sufficiency program is: any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

Amounts to be excluded are any earned income increases of a family member during participation in an economic self-sufficiency or job training program and not increases that occur after participation, unless the training provides assistance, training or mentoring after employment.

The amount that is subject to the disallowance is the amount of incremental increase in income of a family member. The incremental increase in income is calculated by comparing the amount of the family member's income before the beginning of qualifying employment or increase in earned income to the amount of such income after the beginning of employment or increase in earned income.

Initial Twelve-Month Exclusion:

During the cumulative 12-month period beginning on the date a member of a qualified family is first employed or the family member first experiences an increase in employment income, the MMHA will exclude from annual income any increase in income of the family member as a result of employment over the prior income of that family member.

Second Twelve-Month Phase-in Exclusion:

During the second cumulative 12-month period after the expiration of the initial cumulative 12-month period referred to above, the MMHA must exclude from annual income of a qualified family 50 percent of any increase in income of a family member as a result of employment over income of that family member prior to the beginning of such employment.

Maximum Four-Year Disallowance:

The earned income disallowance is limited to a lifetime 48-month period for each family member. For each family member, the disallowance only applies for a maximum of 12 months of full exclusion of incremental increase, and a maximum of 12 months of phase-in exclusion during the 48-month period starting from the date of the initial exclusion.

If the period of increased income does not last for 12 consecutive months, the disallowance period may be resumed at any time within the 48-month period and continued until the disallowance has been applied for a total of 12 months of each disallowance (the initial 12-month full exclusion and the second 12-month phase-in exclusion).

No earned income disallowance will be applied after the 48-month period following the initial date the exclusion was applied.

Applicability to 18-month Training Income Exclusions [formerly found in 24 CFR 5.609(c)(13)]

If a resident meets the criteria for the mandatory earned income disallowance as outlined in 24 CFR 960.255, the MMHA shall not deny a resident the disallowance based on receipt of the earlier 18-month exclusion.

Applicability to Child Care and Disability Assistance Expense Deductions:

The amount deducted for child care and disability assistance expenses necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, for families entitled to the earned income disallowance, the amounts of the full and phase-in exclusions from income shall not be used in determining the cap for child care and disability assistance expense deductions.

Tracking the Earned Income Exclusion

The earned income exclusion will be reported on the HUD 50058 form. Documentation will be included in the family's file to show the reason for the reduced increase in rent.

Such documentation will include:

Name of the family member whose earned income increased

Reason (new employment, participation in job training program, within 6 months after receiving TANF) for the increase in earned income

Amount of the increase in earned income (amount to be excluded)

Date the increase in income is first excluded from annual income

Date(s) earned income ended and resumed during the initial cumulative 12-month period of exclusion (if any)

Date the family member has received a total of 12 months of the initial exclusion

Date the 12-month phase-in period began

Date(s) earned income ended and resumed during the second cumulative 12-month period (phase-in) of exclusion (if any)

Date the family member has received a total of 12 months of the phase-in exclusion

Ending date of the maximum 48-month (four year) disallowance period (48 months from the date of the initial earned income disallowance)

The MMHA will maintain a tracking system to ensure correct application of the earned income disallowance.

Inapplicability to Admission

The earned income disallowance is only applied to determine the annual income of families residing in public housing, and therefore does not apply for purposes of admission (including the determination of income eligibility or any income targeting that may be applicable).

E. INDIVIDUAL SAVINGS ACCOUNTS

The MMHA chooses not to establish a system of individual savings accounts for families who qualify for the disallowance of earned income.

F. TRAINING PROGRAMS FUNDED BY HUD

All training income from a HUD sponsored or funded training program, whether incremental or not, is excluded from the resident's annual income while the resident is in training. Income from a Resident Services training program, which is funded by HUD, is excluded.

G. WAGES FROM EMPLOYMENT WITH THE MMHA OR RESIDENT ORGANIZATION

Upon employment with the MMHA or officially-recognized Resident Organization, the full amount of employment income received by the person is counted. There is no exclusion of income for wages funded under the 1937 Housing Act Programs, which includes public housing and Section 8.

H. AVERAGING INCOME

When Annual Income cannot be anticipated for a full twelve months, the MMHA will:

Average known sources of income that vary to compute an annual income.

If there are bonuses or overtime which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.

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

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

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

I. MINIMUM INCOME

There is no minimum income requirement. Families who report zero income are required to **undergo an interim recertification every 3 months.**

Families that report zero income may be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.

J. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the MMHA will calculate the Total Tenant Payment by:

Excluding the income of the person permanently confined to the nursing home and not giving the family deductions for medical expenses of the confined family member.

K. REGULAR CONTRIBUTIONS AND GIFTS [24 CFR 5.609(a)(7)]

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

Any contribution or gift received every 2 months or more frequently will be considered a "regular" contribution or gift, unless the amount is less than \$100.00 per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter on "Verification Procedures," for further definition.)

L. ALIMONY AND CHILD SUPPORT [24 CFR 5.609(a)(7)]

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

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

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

The MMHA receives verification from the agency responsible for enforcement or collection.

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

M. LUMP-SUM RECEIPTS [24 CFR 5.609(b)(4 and 5), (c)(3 and 14)]

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

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

In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt:

The MMHA will calculate prospectively if the family reported the payment within 30 days and retroactively to date of receipt if the receipt was not reported within that time frame.

Prospective Calculation Methodology

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

The entire lump-sum payment will be added to the annual income at the time of the interim.

The MMHA will determine the percent of the year remaining until the next annual recertification as of the date of the interim (three months would be 25% of the year).

At the next annual recertification, the MMHA will apply the percentage balance (75% in this example) to the lump sum and add it to the rest of the annual income.

The lump sum will be added in the same way for any interims that occur prior to the next annual recertification.

Retroactive Calculation Methodology

The MMHA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.

The MMHA will determine the amount of income for each certification period, including the lump sum, and recalculate the resident rent for each certification period to determine the amount due the MMHA.

At the MMHA's option, the MMHA may enter into a Repayment Agreement with the family.

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

Attorney Fees

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

N. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS

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

While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.

After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

O. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

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

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

The MMHA's minimum threshold for counting assets disposed of for less than Fair Market value is \$1,000.00. If the total value of assets disposed of within the two-year period is less than \$1,000.00, they will not be considered an asset.

P. CHILD CARE EXPENSES

Unreimbursed child care expenses for children under 13 may be deducted from annual income if they enable an adult to work, actively seek work, attend school full time, or attend full-time vocational training.

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

If a tenant is eligible for the earned income disallowance, the amount of deduction for child care expenses necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, the disregarded or excluded amounts cannot be used in determining the cap for the child-care expense deduction.

In cases where an adult family member is available to provide child care:

Child care expenses will not be allowed as a deduction unless there is a documented

reason that the family member is unable to care for the child.

Child-care expenses must be reasonable. Reasonable is determined by what the average child-care rates are in the MMHA's jurisdiction.

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

Child care to work: The maximum child-care expense allowed must be less than the amount earned by the person enabled to work.

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

Q. MEDICAL EXPENSES [24 CFR 5.603]

Nonprescription medicines must be prescribed by a doctor or licensed health professional in order to be considered a medical expense.

R. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.520]

Applicability

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

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

Prorated TTP Calculation for Mixed Families

Prorated assistance will be calculated by subtracting the Total Tenant Payment from the applicable Maximum Rent for the unit the family occupies to determine the Family Maximum Subsidy. The family's TTP will be calculated by:

Dividing the Family Maximum Subsidy by the number of persons in the family to determine Member Maximum Subsidy.

Multiplying the Member Maximum Subsidy by the number of eligible family members to

determine Eligible Subsidy.

Subtracting the amount of Eligible Subsidy from the applicable Maximum Rent for the unit the family occupies to get the family's Revised Total Tenant Payment.

Prorated Flat Rent for Mixed Families

The MMHA has no public housing units in which the applicable Maximum Rent is greater than the flat rent. Therefore, if the Mixed Family chooses flat rent, the family will pay the flat rent for the unit.

S. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The MMHA will not reduce the public housing rent for families whose welfare assistance is reduced specifically because of:

fraud; or

failure to participate in an economic self-sufficiency program; or

noncompliance with a work activities requirement

However, the MMHA will reduce the rent if the welfare assistance reduction is a result of:

The expiration of a lifetime time limit on receiving benefits; or

A situation where a family member has complied with welfare agency economic self-sufficiency or work activities requirements but cannot or has not obtained employment; or

A situation where a family member has not complied with other welfare agency requirements.

Imputed welfare income is the amount of annual income not actually received by a family as a result of a specified welfare benefit reduction that is included in the family's income for rental contribution.

Imputed welfare income is not included in annual income if the family was not an assisted resident at the time of sanction.

The amount of imputed welfare income is offset by the amount of additional income a family receives that begins after the sanction was imposed.

When additional income is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

Verification Before Denying a Request to Reduce Rent

The MMHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction.

The welfare agency, at the request of the MMHA, will inform the MMHA of:

amount and term of specified welfare benefit reduction for the family;

reason for the reduction; and

subsequent changes in term or amount of reduction.

Cooperation Agreements

The MMHA has an unwritten cooperation agreement in place with the local welfare agency that assists the MMHA in obtaining the necessary information regarding welfare sanctions.

T. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

If the cost of utilities (excluding telephone) is not included in the Tenant Rent, a utility allowance will be deducted from the total tenant payment. The Utility Allowance is intended to help defray the cost of utilities not included in the rent. The allowances are based on the monthly cost of reasonable consumption of utilities in an energy conservative household, *not* on a family's actual consumption.

When the Utility Allowance exceeds the family's Total Tenant Payment, the MMHA will provide a Utility Reimbursement Payment for the family each month. The check will be made out directly to **the resident**.

Resident-Paid Utilities

The following requirements apply to residents living in developments with resident-paid utilities or applicants being admitted to such developments:

When a resident makes application for utility service in his/her own name, he or she must sign a third party notification agreement so that the MMHA will be notified if the resident fails to pay the utility bill.

Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for eviction.

U. EXCESS UTILITY PAYMENTS

Residents in units where the MMHA pays the utilities may be charged for excess utilities if additional appliances or equipment are used in the unit. This charge shall be applied as specified in the lease. [24CFR 966.4(b)(2)]

V. FAMILY CHOICE IN RENTS

Authority for Family to Select

The MMHA shall provide for each family residing in a public housing unit to elect annually whether the rent paid by such family shall be 1) determined based on family income or 2) the flat rent. The MMHA may not at any time fail to provide both such rent options for any public housing unit owned, assisted or operated by the MMHA.

Annual choice: The MMHA shall provide for families residing in public housing units to elect annually whether to pay income-based or flat rent.

Allowable Rent Structures

Flat Rents

The MMHA has established, for each dwelling unit in public housing, a flat rent amount for the dwelling unit, which:

Is based on the rental value of the unit, as determined by the MMHA; and

Is designed so that the rent structures do not create a disincentive for continued residency in public housing by families who are attempting to become economically self-sufficient through employment or who have attained a level of self-sufficiency through their own efforts.

The MMHA's methodology used to establish flat rents is described in the MMHA Plan.

The MMHA shall review the income of families paying flat rent not less than once every three years. Family composition will be reviewed annually for all families, including those paying flat rent.

Income-Based Rents

The monthly Total Tenant Payment amount for a family shall be an amount, as verified by the MMHA, that does not exceed the greatest of the following amounts:

30 percent of the family's monthly adjusted income;

10 percent of the family's monthly income; or

The MMHA's Minimum TTP of \$0.00

Switching Rent Determination Methods Because of Hardship Circumstances

In the case of a family that has elected to pay the MMHA's flat rent, the MMHA shall immediately provide for the family to pay rent in the amount determined under income-based rent, during the period for which such choice was made, upon a determination that the family is unable to pay the flat rent because of financial hardship, including:

Situations in which the income of the family has decreased because of changed circumstances, loss of or reduction of employment, death in the family, and reduction in or loss of income or other assistance;

An increase, because of changed circumstances, in the family's expenses for medical costs, child care, transportation, education, or similar items; and

Such other situations as may be determined by the MMHA.

All hardship situations will be verified.

Once a family switches to income-based rent due to hardship, the family must wait until the next annual reexamination to elect whether to pay income-based rent or flat rent.

Annual Reexamination

Ninety (90) days in advance of the annual reexamination, the family will be sent a form from the MMHA, on which the family will indicate whether they choose flat rent or income-based rent. The MMHA form will state what the flat rent would be, and an estimate, based on current information, what the family's income-based rent would be.

If the family indicates they choose flat rent, the family will fill out and return a MMHA form to certify family composition. This form will be retained in the tenant file.

If the family indicates they choose income-based rent, a reexamination appointment will be scheduled according to MMHA policy.

Chapter 7

VERIFICATION PROCEDURES

INTRODUCTION

HUD regulations require that the factors of eligibility and Total Tenant Payment be verified by the MMHA. Applicants and program residents must furnish proof of their statements whenever required by the MMHA, and the information they provide must be true and complete. The MMHA's verification procedures are designed to meet HUD's requirements and to maintain program integrity. This Chapter explains the MMHA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and when there are changes in family members. The MMHA will ensure that proper authorization for release of information is always obtained from the family before making verification inquiries.

A. METHODS OF VERIFICATION AND TIME ALLOWED

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

1. **Third-Party Written:** The MMHA's first choice is a written third party verification to substantiate claims made by an applicant or resident.
2. **Third-Party Oral:** The MMHA may also use telephone verifications.
3. **Review of Documents:** The MMHA will review documents, when relevant, to substantiate the claim of an applicant or resident.
4. **Family Certification:** A notarized family certification will be accepted when no other form of verification is available.

If third party verification is not received directly from the source, MMHA staff will document the file as to why third party verification was impossible to obtain and another method was used (such as reviewing documents families provide.) (See Chapter on Applying for Admission.)

For applicants, verifications may not be more than 60 old at the time of a unit offer. For residents, they are valid for 90 days from date of receipt.

Third-Party Written Verification

Third-party verification is used to verify information directly with the source. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the source are considered third party written verifications, subject to receipt of the original verification form.

Third-Party Oral Verification

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

Review of Documents

In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third party within two weeks, the MMHA may utilize documents provided by the family as the primary source if the documents provide complete information.

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

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

Printed wage stubs

Computer printouts from the employer

Signed letters (provided that the information can be confirmed by phone)

Other documents noted in this Chapter as acceptable verification

The MMHA will accept faxed documents, subject to receipt of the original form.

The MMHA will accept photocopies.

Self-certification/Self-declaration

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

Self certification means **a notarized statement.**

B. RELEASE OF INFORMATION

All adults, and head of house and spouse regardless of age, are required to sign HUD form 9886, Authorization for Release of Information/Privacy Act Notice.

In addition, the family will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886.

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

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

C. COMPUTER MATCHING

(NOTE: HUD has temporarily suspended income matching for years 1998 and forward)

When the MMHA receives notification from HUD that a family has been sent an “income discrepancy” letter, the MMHA will:

Wait 40 days after the date of notification before contacting resident.

After 40 days following the date of notification, the MMHA will contact the resident by mail asking the family to promptly furnish any letter or other notice by HUD concerning the amount or verification of family income.

The MMHA will fully document the contact in the resident’s file, including **a copy of the letter to the family**.

When the family provides the required information, the MMHA will verify the accuracy of the income information received from the family, review the MMHA’s interim recertification policy, will identify unreported income, will charge retroactive rent as appropriate, and change the amount of rent or terminate assistance, as appropriate, based on the information.

If resident fails to respond to MMHA:

The MMHA will ask HUD to send a second letter.

After an additional 40 days, the MMHA will ask HUD to send a third letter.

After an additional 40 days, the MMHA will send a letter to the head of household, warning of the consequences if the family fails to contact the MMHA within two weeks.

If resident claims a letter from HUD was not received:

The MMHA will ask HUD to send a second letter with a verified address for the resident.

After 40 days, the MMHA will contact the resident family.

If the resident family still claims they have not received a letter, the MMHA will ask HUD to send a third letter.

After an additional 40 days, the MMHA will set up a meeting with the family to complete IRS forms 4506 and 8821.

If the resident family fails to meet with the MMHA or will not sign the IRS forms, the MMHA will send a warning letter to the head of household, notifying the family that termination proceedings will begin within one week if the resident fails to meet with the MMHA and/or sign forms.

If resident does receive a discrepancy letter from HUD:

The MMHA will set up a meeting with the family.

If the family fails to attend the meeting, the MMHA will reschedule the meeting.

If the family fails to attend the second meeting, the MMHA will send a termination warning.

The family must bring the original HUD discrepancy letter to the MMHA.

If resident disagrees with the Federal tax data contained in the HUD discrepancy letter:

The MMHA will ask the resident to provide documented proof that the tax data is incorrect.

If the resident does not provide documented proof, the MMHA will obtain proof to verify the Federal tax data using third party verification.

D. ITEMS TO BE VERIFIED

All income not specifically excluded by the regulations.

Zero-income status of household.

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

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

Child care expense where it allows an adult family member to be employed, seek employment or to further his/her education.

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

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

U.S. citizenship/eligible immigrant status.

Social Security Numbers for all family members 6 years of age or older or certification that a family member does not have a Social Security Number.

Familial status when needed for head or spouse definition.

Disability for determination of preferences, allowances or deductions.

E. VERIFICATION OF INCOME

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

Employment Income

Verification forms request the employer to specify the:

Dates of employment

Amount and frequency of pay

Date of the last pay increase

Likelihood of change of employment status and effective date of any known salary increase during the next 12 months

Estimated income from overtime, tips, bonus pay expected during next 12 months

Acceptable methods of verification include:

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

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

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

Acceptable methods of verification include:

1. Benefit verification form completed by agency providing the benefits
2. Computer report electronically obtained or in hard copy.
3. **Award or benefit notification letters prepared by the providing agency.**

Unemployment Compensation

Acceptable methods of verification include:

1. Computer report electronically obtained or in hard copy, stating payment dates and amounts
2. Verification form completed by the unemployment compensation agency.
3. **Payment Stubs**

Welfare Payments or General Assistance

Acceptable methods of verification include:

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

Alimony or Child Support Payments

Acceptable methods of verification include:

1. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
2. **Third-party verification form completed by the Child Support Enforcement Agency.**
3. If payments are irregular, the family must provide:

A statement from the agency responsible for enforcing payments to show the history of payments for the most recent 6-12 month period.

Net Income from a Business

In order to verify the net income from a business, the MMHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification include:

1. IRS Form 1040, including:
 - Schedule C (Small Business)
 - Schedule E (Rental Property Income)
 - Schedule F (Farm Income)

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

2. Audited or unaudited financial statement(s) of the business.

Child Care Business

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

Recurring Gifts

The family must furnish a **notarized** statement that contains the following information:

- The person who provides the gifts
- The value of the gifts
- The regularity (dates) of the gifts
- The purpose of the gifts

Zero Income Status

Residents claiming zero income will be subject to an interim review every 45 days to verify the status of the household income.

Full-Time Student Status

Only the first \$480 of the earned income of full time students 18 years of age or older, other than head or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by full time students are not counted towards family income.

Verification of full time student status includes:

Written verification from the registrar's office or other school official.

School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

Verification of Income Exclusions

The MMHA will attempt third party verification of income exclusions wherever possible.

When third party verification of income exclusions are not possible or practical, a review of documents or notarized self certification will be obtained.

Exclusions from income that must be verified and reported on the 50058 include the following:

Expenditures for business expansion.

Amortization of capital indebtedness as deductions in determining net income of a business.

Withdrawals of cash or assets from a professional or business operation if the withdrawal is a reimbursement for cash or assets invested in the operation by the family.

Allowance for business asset depreciation, based on straight line depreciation, as provided in the Internal Revenue Service (IRS) regulations.

Income from employment of children or foster children under 18 years old.

Earnings in excess of \$480 for each full-time student 18 years old or older (excluding head or household and spouse).

Earned income disallowance.

Amounts earned by temporary Census employees; terms of employment may not exceed 180 days for the purposes of the exclusion.

Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by the resident for performing a service for the MMHA, on a part-time basis, that enhances the quality of life in the development.

Stipends to reimburse residents for expenses for serving as members of the MMHA governing board or commission.

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

The full amount of military pay of any family member other than the head and spouse. If other family members are away from home in the military, the NNHA may remove their name from the lease and exclude their income.

Other military pay specifically excluded by law (e.g. Desert Storm active duty).

Income of a live-in aide.

Earnings and benefits from employment training programs funded by HUD.

Reimbursement for out-of-pocket expenses while attending a public assisted training program.

Incremental earnings and benefits from participation in qualifying state and local employment programs.

Payments to volunteers under the Domestic Volunteer Services Act.

Payments received under programs funded in whole or in part under the Workforce Investment Act (WIA) (formerly known as the Job Training Partnership Act (JTPA)).

Earnings and benefits to any family member from an employment training and supportive services program during the exclusion period. The exclusion is applicable only if the family was admitted to the qualifying program prior to October 1, 1999.

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.

Food stamps.

Annual Imputed Welfare Income if the family was not an assisted resident at the time of sanction.

Nonrecurrent, short-term benefits under TANF assistance that:

Are designed to deal with a specific crisis situation or episode of need;

Are not intended to meet recurrent or ongoing needs; and

Will not extend beyond four months.

Work subsidies under TANF assistance (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training).

Supportive services under TANF assistance such as child care and transportation provided to families who are employed.

Refundable earned income tax credits.

Individual Development Accounts under TANF.

Services provided under TANF assistance such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support.

Transportation benefits under TANF assistance 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.

Lump-sum pension benefits payable as a death benefit.

Deferred periodic amounts from SSI benefits that the family member received in a lump sum amount or in prospective monthly amounts.

Amounts received by a person with a disability that are disregarded for a limited time for purposes of SSI eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).

Deferred periodic amounts from Social Security benefits that the family member received in a lump sum amount or in prospective monthly amounts.

Child care arranged or provided under the Child Care and Development Block Grant Act.

Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.

Payments received under the Alaska Native Claims Settlement Act.

Income derived from certain submarginal land or the United States that is held in trust for certain Indian tribes.

Income derived from the disposition of funds of the Grand River Band of Ottawa Indians.

The first \$2000 of per capita shares from judgement funds awarded by Indian Claims.

Payments received under the Maine Indian Claims Settlement Act of 1980.

Payments received by Indian Claims Commission to the Confederate Tribes and Bands of the Yakima Indian Nation or the Apache Tribe of the Mescalero Reservation.

The first \$2000 of income received by individual Indians derived from interests or trust or restricted land.

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).

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.

Full amount of student financial assistance and paid directly to the student or to the educational institution.

Temporary, nonrecurring or sporadic income (including gifts).

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.

Adoption assistance payments in excess of \$480 per adopted child.

Refunds or rebates under state or local law for property taxes paid on dwelling unit.

Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply.

Payments or allowances under DHHS' low-income home energy assistance program (LIHEAP).

Federal scholarships funded under Title IV of The Higher Education Act of 1965, including awards under the Federal work study program or under the Bureau of Indian Affairs student assistance program.

Payments received from programs funded under Title V of the Older Americans Act of 1965.

Payments received on or after January 1, 1989 from the Agent Orange Settlement Fund or any fund established pursuant to the settlement in the In Re Agent Orange product liability litigation.

Earned Income Tax Credit refund tax payments.

Any allowance paid under provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is a child of a Vietnam Veteran.

Any amount of crime victim compensation that the applicant (under the Victims Crime Act) receives through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims Crime Act because of the commission of a crime against the applicant.

F. INCOME FROM ASSETS

Acceptable methods of verification include:

Savings Account Interest Income and Dividends

Will be verified by:

1. Account statements, passbooks, certificates of deposit, or MMHA verification forms completed by the financial institution.
2. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.
3. IRS Form 1099 from the financial institution, provided that the MMHA must adjust the information to project earnings expected for the next 12 months.

Interest Income from Mortgages or Similar Arrangements

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)
2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

Net Rental Income from Property Owned by Family

1. IRS Form 1040 with Schedule E (Rental Income).
2. Copies of latest rent receipts, leases, or other documentation of rent amounts.

3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.
4. Lessee's written statement verifying rent payments to the family and family's notarized statement as to net income realized.

G. VERIFICATION OF ASSETS

Family Assets

The MMHA will require the necessary information to determine the current cash value, (the net amount the family would receive if the asset were converted to cash).

Verification forms, letters, or documents from a financial institution or broker.

Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.

Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.

Real estate tax statements if the approximate current market value can be deduced from assessment.

Financial statements for business assets.

Copies of closing documents showing the selling price and the distribution of the sales proceeds.

Appraisals of personal property held as an investment.

Family's Notarized Statement describing assets or cash held at the family's home or in safe deposit boxes.

Assets Disposed of for Less than Fair Market Value (FMV) during two years preceding effective date of certification or recertification.

For all Certifications and Recertifications, the MMHA will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, verification [or certification] is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

Child Care Expenses

Written verification from the person who receives the payments is required. If the child care provider is an individual, s/he must provide a statement of the amount they are charging the family for their services.

Verifications must specify the child care provider's name, address, telephone number, the names of the children cared for, the number and schedule of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

Medical and Disability Assistance Expenses

Families who claim medical expenses or expenses to assist a person(s) with disabilities will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

Written verification by a doctor, hospital or clinic personnel, dentist, MMHArmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.

Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.

Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

For attendant care:

A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.

Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.

Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. MMHA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.

The MMHA will use mileage at the **IRS** rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

Assistance to Persons with Disabilities

In All Cases:

Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care:

Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary Apparatus:

Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

I. VERIFYING NON-FINANCIAL FACTORS

Verification of Legal Identity

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

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

Certificate of Birth, naturalization papers

Church issued baptismal certificate

Current, valid Driver's license

U.S. military discharge (DD 214)

U.S. passport

Department of Motor Vehicles Identification Card

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

Certificate of Birth

Adoption papers

Custody agreement

Health and Human Services ID

School records

Verification of Marital Status (to be used to determine spouse for income, deduction and noncitizen purposes)

Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.

Verification of a separation may be a copy of court-ordered maintenance or other records.

Verification of marriage status is a marriage certificate.

Familial Relationships

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

The following verifications will be required if certification is insufficient:

Verification of relationship:

Official identification showing name

Birth Certificates

Baptismal certificates

Verification of guardianship is:

Court-ordered assignment

Affidavit of parent

Verification from social services agency

School records

Split Households: Domestic Violence

Verification of domestic violence when assessing applicant split households includes:

Shelter for battered persons

Police reports

District Attorney's office

Verification of Permanent Absence of Adult Member

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

Husband or wife institutes divorce action.

Husband or wife institutes legal separation.

Order of protection/restraining order obtained by one family member against another.

Proof of another home address, such as utility bills, canceled checks for rent, drivers license, or lease or rental agreement, if available.

Statements from other agencies such as social services that the adult family member is no longer living at that location.

If no other proof can be provided, the MMHA will accept a Notarized Statement from the family.

If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

Verification of Change in Family Composition

The MMHA may verify changes in family composition (either reported or unreported) **through letters, telephone calls, utility records, inspections, landlords, credit data, school or DMV records, and other sources.**

Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under 42 U.S.C. Section 423(d)(1)(A) of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(8)) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker, using the HUD language as the verification format.

Verification of Citizenship/Eligible Immigrant Status

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

Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.

Eligible Immigrants who are 62 or over are required to sign a declaration of eligible immigration status and provide proof of age.

Noncitizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The MMHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the MMHA must request within ten days that the INS conduct a manual search.

Family members who do not claim to be citizens or eligible immigrants must be listed on a statement of non-contending family members signed by the head of household or spouse.

Noncitizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified

and they do not sign a declaration but are listed on the statement of non-contending members.

Failure to Provide. If an applicant or resident family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification. For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination. For resident families, it is done at the first regular recertification after June 19, 1995. MMHAs that previously elected to "opt out" must immediately commence verification of families for whom eligibility status has not been undertaken. For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial MMHA does not supply the documents, the MMHA must conduct the determination.

Extensions of Time to Provide Documents. The MMHA **will** grant an extension of **30** days for families to submit evidence of eligible immigrant status.

Acceptable Documents of Eligible Immigration. The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

Resident Alien Card (I-551)

Alien Registration Receipt Card (I-151)

Arrival-Departure Record (I-94)

Temporary Resident Card (I-688)

Employment Authorization Card (I-688B)

Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

Verification of Social Security Numbers

Social security numbers must be provided as a condition of eligibility for all family members six and over if they have been issued a number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration.

If a family member cannot produce a Social Security Card, only the documents listed below showing his/her Social Security Number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

A valid driver's license

Identification card issued by a Federal, State or local agency

Benefit award letters from government agencies

Verification of benefits or SSN from Social Security Administration

New family members ages six and older will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the MMHA.

If an applicant or resident is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or resident must sign a certification to that effect provided by the MMHA. The applicant/resident or family member will have an additional 60 days to provide proof of the Social Security Number. If they fail to provide this documentation, the family's tenancy will be terminated.

In the case of an individual at least 62 years of age, the MMHA may grant an extension for an additional 30 days up to a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the family's tenancy will be terminated.

If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect.

Medical Need for Larger Unit

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional.

J. VERIFICATION OF SUITABILITY FOR ADMISSION

Sources to be used to determine suitability include but are not limited to:

Criminal History Reports

Prior landlord references

Physicians, social workers, and other health professionals

MMHA and Other MMHAs (to whom the family may owe debt)

(See chapter on Eligibility.)

Ability to meet financial obligations under the lease

All applicants will be subject to the following procedures to ensure their ability to meet financial obligations under the lease:

The MMHA will independently verify the rent-paying history of all applicants directly with 1-3 of the most recent landlords.

Drug-related or violent criminal activity

The MMHA will complete a criminal background check of all applicants [including other adult members in the household], or any adult member for which criminal records are available.

Housekeeping

The MMHA will obtain references from prior landlords to determine acceptable housekeeping standards.

The MMHA may conduct a home visit prior to admission.

Chapter 8

TRANSFER POLICY

INTRODUCTION

The transferring of families is a very costly procedure, both to the MMHA and to the families. However, it is the policy of the MMHA to permit a resident to transfer within or between

housing developments; when it is necessary to comply with occupancy standards; or when it will help accomplish the Affirmative Housing goals of the MMHA. The transfer policy will be carried out in a manner that does not violate fair housing.

For purposes of this transfer policy the "losing development" refers to the unit from which the family is moving and the "gaining development" refers to the unit to which the family is transferring.

A. GENERAL STATEMENT

It is the policy of the MMHA to require or permit resident transfers, within and/or between MMHA public housing developments for the following reasons:

To abate dangerous and/or substandard living conditions.

To abate emergency life-threatening living conditions caused by third-party criminal activity;

To accommodate verified physical conditions caused by long-term illness and/or disability; and

To accommodate resident families that are determined to be over- or under-housed by virtue of their family size.

A family may request and may be approved to transfer for valid and certifiable reasons such as enabling the family to:

Live closer to a required medical treatment center; or

Move from an upstairs to a downstairs unit for medical or accessibility reasons; or

The MMHA will always consider a request to transfer as a reasonable accommodation for a person with a disability.

B. ELIGIBILITY FOR TRANSFER

In order to be determined eligible to receive a transfer, residents must submit the requisite documentation to the MMHA, to substantiate their request, and must be in good standing with the MMHA.

The MMHA will charge the families for any damages to the previous unit that exceed that unit's security deposit.

Except in emergency situations, transfers will be avoided when the family is:

Delinquent in its rent;

Not in good standing with the MMHA due to rental history or a history of disturbances.

The MMHA will not grant a transfer request solely to accommodate neighbors who "cannot get along."

C. PRIORITY OF TRANSFERS

The Transfer Waiting list will be maintained in rank order according to the following priorities:

Emergency

Executed within 24 hours of documentation, verification and approval

Transfer will be within the housing development unless emergency transfer cannot be accomplished in this manner.

Emergency transfers are initiated by the MMHA.

Medical hardship and accessibility

Executed within 30 days of documentation, verification and approval.

Transfer will be within the housing development unless appropriate unit is not available to meet the family's needs within the development.

Medical hardship and accessibility transfers are initiated by the MMHA.

Underhoused (Overcrowded)

Executed when family's name reaches the top of transfer list and authorized unit available

Transfer will be within the housing development unless size and type of unit required does not exist within that development's inventory

Ratio shall be one transfer for every three move-ins from the public housing waiting list.

Transfers are initiated by the MMHA.

Overhoused

Executed when family's name reaches top of transfer list and authorized unit available.

Transfer will be within the housing development unless the size and type of unit required does not exist within that development's inventory.

Ratio shall be one transfer for every three move-in(s) from the public housing waiting list.

Transfers are initiated by the MMHA.

D. EMERGENCY TRANSFER

The MMHA will authorize an emergency transfer for a participant family if one of the following conditions occurs:

The resident's unit has been damaged by fire, flood, or other causes to such a degree that the unit is not habitable, provided the damage was not the result of an intentional act, on the part of the resident or a member of the resident's household.

E. SPECIAL CIRCUMSTANCES TRANSFER

The MMHA will authorize transfers under special circumstances for a participant family if one of the following conditions occurs:

The resident's unit is being modernized or significantly remodeled.

F. MANDATORY TRANSFERS

If there is a required change in the size of unit needed, it will be necessary for the resident to move to a unit of an appropriate size and a new lease will be executed.

If an appropriate unit is not available, the resident will be placed on a transfer list and moved to such unit when it does become available.

The MMHA will place all families requiring a mandatory transfer due to occupancy standards on a transfer list, which will be reviewed for need-based transfers before any unit is offered to a family on the waiting list.

The family will be offered the next appropriately sized unit that becomes available after other such families already on the transfer list who are in need of the same size unit.

If a family that is required to move refuses the offered unit, the MMHA will evaluate the reason for the refusal and determine if it is one of good cause. If the MMHA determines that there is no good cause, the MMHA will begin lease termination proceedings.

The MMHA will consider the living area for occupancy standards so that the family may avoid losing their assistance.

The MMHA will offer the family an opportunity for an informal conference before terminating the family's lease. The family will have 10 business days from the issue date of the notice to terminate to request an informal conference.

The Housing Manager has the authority to suspend the mandatory transfer policy for 30 days should the resident request such time as to provide sufficient information to the MMHA to support the family's position.

G. NON-MANDATORY TRANSFERS

When a unit becomes available, and after the transfer list has been reviewed for families requiring a mandatory transfer based on occupancy standards, the transfer list will be reviewed for other families desiring a transfer.

If there is a participant family waiting for transfer to an available and appropriately sized unit, the participant family will be offered the unit.

A transfer, rather than a new admission from the waiting list, will fill one in 2 units filled. For every 2 vacancies, a family who had requested a transfer will be housed.

Good cause may be any of the following reasons:

The new unit is more than 10 miles from the place of employment of at least one member of the family.

The new unit is more than 10 miles from the school or job training program that at least one adult member of the family is attending.

Travel for medical treatment from the new unit would create a hardship for an elderly or disabled person.

The inconvenience or undesirability of changing schools for any minor child will not be considered good cause.

H. MOVING COSTS

The resident, except when the transfer is due to uninhabitability, through no fault of the resident, or when the transfer is due to the need of the MMHA, will pay all moving costs related to the transfer.

I. SECURITY DEPOSITS

The family will be required to pay a new deposit and upon acceptance of a unit will be informed of the manner in which it is to be paid.

If a new deposit will create a financial hardship for the family the MMHA will enter into a payment agreement with the family. Any unused portion of the deposit from the family's current unit will be applied to the balance on the new security deposit and the family will be required to fulfill the remaining portion of the payment agreement until the security deposit on the new unit has been paid in full.

The MMHA will require a new security deposit of all families.

Security deposits will always be transferred from the losing development to the gaining development minus any damage or cleaning charges applicable to the losing unit.

J. PROCESSING TRANSFERS

Transfers will be processed as follows.

There will be no lapsed time between move-out and move-in. Effective dates must not overlap.

K. TRANSFER REQUEST PROCEDURE

Residents requesting transfer to another unit or development will be required to submit a written request for the transfer.

Residents applying for a transfer will be interviewed by the Housing Manager to determine the reason for the request and to determine whether a transfer is justified.

If the interview reveals that there is a problem at the family's present site, the Housing Manager will address the problem and until solved to the Housing Manager's satisfaction, the request for transfer will be denied.

The Housing Manager's endorsement will be completed and the original of the written transfer request will be maintained at the housing office until the family is offered and accepts a unit and a copy will be sent to the family for their records.

Mandatory transfers due to occupancy standards will be maintained on the transfer list in a manner that allows the MMHA to easily distinguish between those that are not mandatory.

If the request is approved, the family will be sent a letter stating that their name has been placed on the transfer list for the location desired.

The resident will be informed of the security deposit procedures.

If the request is denied the family will be sent a letter stating the reason for denial, and offering the family an opportunity for an informal conference.

NOTE: A transfer will require good coordination and communication between the gaining and losing developments.

L. RENT ADJUSTMENTS OF TRANSFERRED RESIDENTS

Residents who have had a change in income since the last reexamination will have their rent set at the applicable amount beginning with the first day of the new lease.

A resident will pay the same rent at the gaining development as s/he paid at the losing development during the month of the transfer. If warranted, the resident's rent will be adjusted by the gaining development to be effective the first of the month following the month of the transfer.

The MMHA will notify the resident of the rent change by use of the Notice of Rent Adjustment Letter.

M. REEXAMINATION DATE

The date of the transfer does change the reexamination date.

The gaining development should be certain that the annual review is properly scheduled to give the staff time to redetermine rent in order to meet the established reexamination date.

An interim examination, verifying income only, will be conducted at the time of lease up and the family will have a new reexamination date.

Reserved

Chapter 9

LEASING

[24 CFR 966.4]

INTRODUCTION

It is the MMHA's policy that all units must be occupied pursuant to a dwelling lease agreement that complies with HUD's regulations [24 CFR Part 966]. This Chapter describes pre-leasing activities and the MMHA's policies pertaining to lease execution, security deposits, other charges, and additions to the lease.

A. LEASE ORIENTATION

Prior to execution of the lease a MMHA representative will provide a lease orientation to the family head **and spouse, if applicable.**

The family must attend an orientation before taking occupancy of the unit.

Orientation Agenda

When families attend the lease orientation, they will be provided with:

A copy of the Lease

A copy of the House Rules

Topics to be discussed will include, but are not limited to:

Applicable deposits and other charges

Provisions of the Lease

Family Choice of Rents

Unit maintenance and work orders

Explanation of occupancy forms

Terms of occupancy

Lead-based paint disclosure notice

B. LEASE REQUIREMENTS

The initial term of the lease will be for 12 months. The lease will renew automatically for 12-month terms except for noncompliance with the community service requirement, as described in the chapter on community service.

Because the lease automatically renews for terms of 12 months, an annual signing process is not required.

C. EXECUTION OF LEASE

The lease shall be executed by the head of household and all adult members, and by an authorized representative of the MMHA, prior to admission.

An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the resident, and the MMHA will retain one in the resident's file. The lease is incorporated into this policy by reference. The lease document will reflect current MMHA policies as well as applicable Federal, State and Local law.

The following provisions govern lease execution and amendments:

A lease is executed at the time of admission for all new residents.

If, for any reason, any signer of the lease ceases to be a member of the household, the lease will be amended by drawing a line through the party's name and both parties will be required to initial and date the change.

Lease signers must be persons legally eligible to execute contracts.

Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit.

Changes to resident rents are made upon the preparation and execution of a "Notice of Rent Adjustment" by the MMHA, which becomes an attachment to the lease. Documentation will be included in the resident file to support proper notice.

Households that include a Live-In Attendant will contain file documentation that the Live-In Attendant is not a party to the lease and is not entitled to MMHA assistance, with the exception of occupancy while serving as the attendant for the participant family member.

The MMHA may modify its form of lease from time to time, giving residents an opportunity to comment on proposed changes and advance notice of the implementation of any changes. A resident's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD, is grounds for termination of tenancy.

D. ADDITIONS TO THE LEASE

Requests for the addition of a new member of the household must be approved by the MMHA, prior to the actual move-in by the proposed new member.

Following receipt of a family's request for approval, the MMHA will conduct a pre-admission screening, including the Criminal History Report, of the proposed new member. Only new members approved by the MMHA will be added to the household.

Factors determining household additions:

1. Household additions subject to screening:
Resident desires to add a new family member to the lease or employ a live-in aide.
2. Residents who fail to notify the MMHA of additions to the household, or who permit persons to join the household without undergoing screening, are in violation of the lease. Such persons are considered to be unauthorized occupants by the MMHA, and the entire household will be subject to eviction [24 CFR 966.4(f)(2 and 3)].
3. Family members age 18 and over who move from the dwelling unit to establish new households shall be removed from the lease. The resident must notify the MMHA of the move-out within 10 calendar days of its occurrence.
4. **Upon receipt of 24 hours notice, the manager may authorize overnight visitors provided the visit does not exceed 7 consecutive consecutive calendar days. Overnight guests are not permitted to bring pets into the building or on the premises.**
5. **If an individual other than a leaseholder is representing to an outside agency that they are residing in the lessee's unit, the person will be considered an unauthorized member of the household.**
6. Roomers and lodgers are not permitted to occupy a dwelling unit, nor are they permitted to move in with any family occupying a dwelling unit.
7. **Residents must advise the MMHA when they will be absent from the unit for more than 7 days and provide a means for the MMHA to contact the resident in the event of an emergency. Resident absence from the unit cannot exceed 30 days without prior written approval from the Executive Director or its designee.**

E. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES

[24 CFR 966.27(a)(1)(2) and (b)]

Before offering a vacant accessible unit to a non-disabled applicant, the MMHA will offer such units:

First, to a current occupant of another unit of the same development, or other public housing developments under the MMHA's control, who has a disability that requires the special features of the vacant unit.

Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

The MMHA will require a non-disabled applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

F. UTILITY SERVICES

Non-payment of excess utility charge payments to the MMHA is a violation of the lease and is grounds for eviction.

G. SECURITY DEPOSITS

Security Deposit

New residents must pay a security deposit to the MMHA at the time of admission.

The amount of the security deposit required is specified in the lease.

The MMHA will hold the security deposit for the period the resident occupies the unit.

The MMHA will refund to the Resident the amount of the security deposit, less any amount needed to pay the cost of:

Unpaid Rent;

Damages listed on the Move-Out Inspection Report that exceed normal wear and tear;

Other charges under the Lease.

The MMHA will refund the Security Deposit less any amounts owed, within **30** calendar days after move out and resident's notification of new address.

The MMHA will provide the resident or the person designated by the former resident in the event of the former resident's incapacitation or death with a written list of any charges against the security deposit. If the resident disagrees with the amount charged to the security deposit, the MMHA will provide a meeting to discuss the charges.

The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to the MMHA. All keys to the unit must be returned to the Management upon vacating the unit.

The MMHA will not use the security deposit for payment of rent or other charges while the resident is living in the unit.

Pet Deposit

See chapters on pet policy.

H. RENT PAYMENTS

The resident rent is due and payable at the MMHA-designated location by the 5th business day of every month.

If the MMHA does not receive payment by the 5th business day, a delinquent rent notice will be sent.

I. FEES AND NONPAYMENT PENALTIES

If the resident fails to make payment by the 5th business day of the month, a late fee of **\$10.00** may be charged.

A charge of \$35.00 will be assessed against the resident for checks which are returned for non-sufficient funds (NSF), or checks written on a closed account.

J. SCHEDULES OF SPECIAL CHARGES

Schedules of special charges for services, repairs, utilities and rules and regulations which are required to be incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the property office, and they will be provided to applicants and residents upon request.

K. MODIFICATIONS TO THE LEASE

Schedules of special charges and rules and regulations are subject to modification or revision. Residents and resident organizations will be provided at least thirty days written notice of the reason(s) for any proposed modifications or revisions, and they will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of such notice shall be posted in the central office, and:

Posted in at least two conspicuous places within each structure or building in which residents affected by the modifications or revisions are located.

After the proposed changes have been incorporated into the lease and approved by the Board, each family will be notified of the effective date of the new lease.

Any modifications of the lease must be accomplished by a written addendum to the lease and signed by both parties.

L. CANCELLATION OF THE LEASE

Cancellation of the resident's lease is to be in accordance with the provisions contained in the lease agreement and as stated in this policy.

M. INSPECTIONS OF PUBIC HOUSING UNITS

Initial Inspections

The MMHA and the family will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by the MMHA and the resident, will be kept in the resident file.

Vacate Inspections

The MMHA Maintenance Department will conduct a pre-vacate inspection when the family provides notice to vacate the unit. This will assist the MMHA in determining the time and extent of the preparation and repairs necessary to make the unit ready for the next resident.

The MMHA Maintenance Department will perform a move-out inspection when the family vacates the unit, and the family will be encouraged to participate in the move-out inspection.

The purpose of this inspection is to determine necessary maintenance and whether there are damages that exceed normal wear and tear. The MMHA will determine if there are resident caused damages to the unit. Resident caused damages may affect part or all of the family's security deposit.

Annual Inspections

The MMHA will inspect all units annually using HUD's Uniform Physical Condition Standards (UPCS) as a guideline.

The unit will be considered to have failed HUD's Uniform Physical Condition Standards if there are any *life-threatening* Health and Safety deficiencies

If a unit fails inspection due to housekeeping or resident-caused damages, the resident will be given 7 days to correct noted items, after which a follow-up inspection will be conducted.

If necessary to bring the unit into UPCS compliance, needed repairs will be completed by the MMHA.

All inspections will include a check of all smoke alarms to ensure proper working order.

Inspection report will indicate whether required corrections are to be charged to the resident or covered by the MMHA.

Damages beyond "normal wear and tear" will be billed to the resident.

Residents who repeatedly "fail" the inspection or cause excessive damage to the unit may be in violation of their lease.

Quality Control Inspections

The maintenance staff will conduct periodic quality control inspections to determine the condition of the unit and to identify problems or issues in which the MMHA can be of service to the family.

The MMHA Inspection staff will conduct quality control inspections on **10% of all** units per year.

The purpose of these quality control inspections is to assure that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame.

Special Inspections

Housing management staff may request the **Inspector** to conduct a special inspection for housekeeping, unit condition, or suspected lease violation.

HUD representatives or local government officials may review MMHA operations periodically and as a part of their monitoring may inspect a sampling of the MMHA's inventory.

Other Inspections

The MMHA Inspector will periodically conduct windshield inspections to determine whether there may be lease violations, adverse conditions or local code violations.

Building exterior and grounds inspections are conducted at all Public Housing properties to determine hazardous conditions as well as to assist in budget preparation.

Emergency Inspections

Housing management staff, including MMHA Inspectors may initiate an emergency inspection report to generate a work order if they believe that an emergency exists in the unit or on a property site. In addition, the Inspector may conduct an emergency inspection without a work order and generate a work order after the inspection has been conducted (see Entry of Premises

Notice in this chapter.) Repairs are to be completed within 24 hours from the time the work order is issued.

Emergency Repairs to be Completed in Less than 24 Hours

The following items are to be considered emergency in nature and require immediate (less than 24 hour) response:

Broken lock which affects unit security

Broken window glass which affects unit security, is a cutting hazard, or occurs within inclement weather (to be secured or abated)

Plumbing leaks that can cause flooding or damage to the unit

Natural gas leaks or smell of fumes

Backed-up sewage

Electrical hazard

Units with elderly residents in which the MMHA-owned air conditioner or heater (seasonal) or refrigerator is inoperable

Inoperable smoke detectors will be treated as a 24-hour emergency and will be made operable by the MMHA if the smoke detector is in need of repair.

Entry of Premises Notices

The MMHA will give prior written notice for non-emergency inspections. Non-emergency entries to the unit will be made during reasonable hours of the day.

It is not necessary for an adult family member to be present in the unit during the inspection. The Inspector will leave a written notice for the resident explaining the reason, date and time the unit was entered by MMHA staff.

Reasons the MMHA will enter the unit are:

Inspections and maintenance

To make improvements and repairs

To show the premises for leasing

In cases of emergency

The MMHA will reschedule the inspection no more than one time unless the resident has a

verifiable medical reason that has hindered the inspection. The MMHA may request verification.

Repairs requested by the family will not require prior notice to the family. Resident-requested repairs presume permission for the MMHA to enter.

Non-Inspection Emergency Entry

The MMHA staff will allow access to the unit to proper authorities when issues of health or safety of the resident are concerned.

Family Responsibility to Allow Inspection

The MMHA must be allowed to inspect the unit at reasonable times with reasonable notice. 24 -hour written notice will be considered reasonable in all cases.

The MMHA will reschedule the inspection no more than one time unless the resident has a verifiable medical reason that has hindered the inspection. The MMHA may request verification.

If the resident refuses to allow the inspection, the resident will be in violation of the lease.

Housekeeping Citations

Residents who "fail" an inspection due to housekeeping will be issued a letter, and a reinspection will be conducted within 7 working days by housing management staff.

If the family fails to comply with the reinspection it can result in lease termination.

Resident Damages

Repeated failed inspections or damages to the unit beyond normal wear and tear may constitute serious or repeated lease violations.

"Beyond normal wear and tear" is defined as items that could be charged against the resident's security deposit under state law or court practice.

Chapter 10

PET POLICY – ELDERLY/DISABLED PROJECTS
[24 CFR Part 5, Subpart C]

INTRODUCTION

The MMHA has discretion in deciding whether or not to develop policies pertaining to the keeping of pets in public housing units. This Chapter explains the MMHA's policies on the keeping of pets and any criteria or standards pertaining to the policy for elderly/disabled projects. The rules adopted are reasonably related to the legitimate interest of the MMHA to provide a decent, safe and sanitary living environment for all residents, to protecting and preserving the physical condition of the property, and the financial interest of the MMHA.

The purpose of this policy is to establish the MMHA's policy and procedures for ownership of pets in elderly and disabled units and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

ANIMALS THAT ASSIST PERSONS WITH DISABILITIES

The resident/pet owner will be required to qualify animals (for exclusion from the pet policy) that assist persons with disabilities.

Pet rules will not be applied to animals that assist persons with disabilities. To be excluded from the pet policy, the resident/pet owner must certify:

That there is a person with disabilities in the household;

That the animal has been trained to assist with the specified disability.

A. MANAGEMENT APPROVAL OF PETS

All pets must be approved in advance by the MMHA management.

The pet owner must submit and enter into a pet agreement with the MMHA.

Registration of Pets

Pets must be registered with the MMHA before they are brought onto the premises. Registration includes certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease(s) and is pest-free. The resident will be required to provide a picture of the pet

Registration must be renewed and will be coordinated with the annual recertification date and proof of license and inoculation will be required.

Execution of a pet agreement with the MMHA stating that the resident acknowledges complete responsibility for the care and cleaning of the pet will be required.

Approval for the keeping of a pet shall not be extended pending the completion of these requirements.

Refusal to Register Pets

The MMHA may not refuse to register a pet based on the determination that the pet owner is financially unable to care for the pet. If the MMHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD Notice requirements.

The MMHA will refuse to register a pet if:

The pet is not a *common household pet* as defined in this policy;

Keeping the pet would violate any House Pet Rules;

The pet owner fails to provide complete pet registration information, or fails to update the registration annually;

The MMHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

The notice of refusal may be combined with a notice of a pet violation.

A resident who cares for another resident's pet must notify the MMHA and agree to abide by all of the pet rules in writing.

B. STANDARDS FOR PETS

Pet rules will not be applied to animals that assist persons with disabilities.

Persons with Disabilities

To be excluded from the pet policy, the resident/pet owner must certify:

**That there is a person with disabilities in the household;
That the animal has been trained to assist with the specified disability; and
That the animal actually assists the person with the disability.**

Types of Pets Allowed

No types of pets other than the following may be kept by a resident.

Residents are not permitted to have more than one *type* of pet.

1. Dogs

Maximum number: 1

Maximum adult weight: 30 pounds; 16” at the shoulder

Must be housebroken

Must be spayed or neutered

Must have all required inoculations

Must be licensed as specified now or in the future by State law and local ordinance

2. Cats

Maximum number: 1

Must be declawed, unless hazardous to pet’s health

Must be spayed or neutered

Must have all required inoculations

Must be trained to use a litter box or other waste receptacle

3. Birds

Maximum number: 2

Must be enclosed in a cage at all times

4. Fish

Maximum aquarium size: 10 **gallons**

5. Rodents (Rabbit, guinea pig, hamster, or gerbil ONLY)

Maximum number: cannot exceed more than can be appropriately maintained in a secure container not exceeding the size of a 15 gallon aquarium.

Must be enclosed in an acceptable container at all times

6. Turtles

Maximum number: 2

Must be enclosed in an acceptable cage or container at all times

C. PETS TEMPORARILY ON THE PREMISES

Pets that are not owned by a resident will not be allowed.

Residents are prohibited from feeding or harboring stray animals.

D. ADDITIONAL FEES AND DEPOSITS FOR PETS

Residents with a dog or a cat must submit a pet deposit of \$300.00. Payment can be made in full at the time the pet is registered, or:

An initial payment of \$50.00 on or prior to the date the pet is properly registered and brought into the apartment, and;

Monthly payments in an amount no less than \$10.00 until the specified deposit has been paid in full.

The MMHA will refund the Pet Deposit to the resident, less any damage caused by the pet to the dwelling unit, upon removal of the pet or termination of occupancy by the owner.

All reasonable expenses incurred by the MMHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

The cost of repairs and replacements to the resident's dwelling unit;

Fumigation of the dwelling unit;

Common areas of the project.

Pet Deposits are not a part of rent payable by the resident.

E. ALTERATIONS TO UNIT

Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

F. PET WASTE REMOVAL CHARGE

A separate pet waste removal charge of \$15.00 per occurrence will be assessed against the resident for violations of the pet policy.

Pet deposit and pet waste removal charges are not part of rent payable by the resident.

All reasonable expenses incurred by the MMHA as the result of damages directly attributable to the presence of the pet will be the responsibility of the resident.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs as a current charge.

If such expenses occur as the result of a move-out inspection, they will be deducted from the pet deposit. The resident will be billed for any amount that exceeds the pet deposit.

G. PET AREA RESTRICTIONS

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or in a container and under the control of the resident or other responsible individual at all times.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

H. NOISE

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

I. CLEANLINESS REQUIREMENTS

Litter Box Requirements. All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin.

Litter shall not be disposed of by being flushed through a toilet.

Litter boxes shall be stored inside the resident's dwelling unit.

Litter boxes shall be changed no less than twice weekly.

Removal of Waste from Other Locations. The Resident/Pet Owner shall be responsible for the removal of waste by placing it in a sealed plastic bag and disposing of it in the outside trash bin provided by the MMHA.

The resident/pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

J. PET CARE

No cat shall be left unattended in any apartment for a period in excess of 24 hours. Dogs shall not be left unattended for more than 8 hours.

All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

K. RESPONSIBLE PARTIES

The resident/pet owner will be required to designate a sponsor for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet. The pet sponsor will also take responsibility for the pet in the event it is deemed necessary to remove the pet from the premises.

L. PET RULE VIOLATION NOTICE

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the Pet Rule Policy, written notice will be served.

The Notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

That the resident/pet owner has 3 days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;

That the resident pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and

That the resident/pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

M. NOTICE FOR PET REMOVAL

If the resident/pet owner and the MMHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the MMHA, the MMHA may serve notice to remove the pet.

The Notice shall contain:

A brief statement of the factual basis for the MMHA's determination of the Pet Rule that has been violated;

The requirement that the resident /pet owner must remove the pet within 3 days of the notice; and

A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

N. TERMINATION OF TENANCY

The MMHA may initiate procedures for termination of tenancy based on a pet rule violation if:

The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

O. PET REMOVAL

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the sponsor designated by the resident/pet owner. This includes pets who are poorly cared for or have been left unattended for over 8 hours.

If the responsible party is unwilling or unable to care for the pet, or if the MMHA after reasonable efforts cannot contact the sponsor, the MMHA may contact the appropriate State or local agency and request the removal of the pet.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

P. EMERGENCIES

The MMHA will take all necessary steps to insure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

If it is necessary for the MMHA to place the pet in a shelter facility, the cost will be the responsibility of the resident/pet owner.

Reserved

Chapter 11

PET POLICY – GENERAL OCCUPANCY (FAMILY) PROJECTS

[24 CFR Part 960, Subpart G]

INTRODUCTION

[INSTRUCTION: HUD regulations at 24 CFR Part 960, Subpart G describe the PHA's options regarding pet policies for general occupancy projects. For pet policies concerning developments for the elderly and persons with disabilities see the previous chapter. PHAs cannot prohibit or prevent any tenant from owning common household pets.]

[PHAs must develop policies pertaining to the keeping of pets in public housing units in general occupancy (family) projects.]

[PHA Annual Plans are required to contain information regarding the PHA's pet policies for public housing units, excluding public housing developments for the elderly and persons with disabilities. As with all components of the Annual Plan, the PHA pet policy for family projects is subject to public hearing, Resident Advisory Board consultation and HUD review.]

***This Chapter explains the PHA's policies on the keeping of pets in general occupancy projects and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of this PHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and the financial interest of the PHA.**

***The purpose of this policy is to establish the PHA's policy and procedures for ownership of pets in general occupancy (family) projects and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.**

This policy does not apply to animals that are used to assist, support or provide service to persons with disabilities, or to service animals that visit public housing developments.

A. ANIMALS THAT ASSIST, SUPPORT OR PROVIDE SERVICE TO PERSONS WITH DISABILITIES

***The resident/pet owner will be required to qualify animals (for exclusion from the pet policy) that assist, support or provide service to persons with disabilities.**

Pet rules will not be applied to animals that assist, support or provide service to persons with disabilities. This exclusion applies to both service animals and companion animals as reasonable accommodation for persons with disabilities. This exclusion applies to such animals that reside in public housing and that visit these developments.

B. STANDARDS FOR PETS

[INSTRUCTION: The regulations state that the PHA pet rules may contain a reasonable definition of common household pets, but the PHA's pet rules may not conflict with State/local law. The HUD regulations for elderly/disabled projects in 24 CFR 5.306(1) are a good guide to determine what is "reasonable" if challenged. The standards below are a suggestion and may be changed to your PHA's preference.]

Types of Pets Allowed

No types of pets other than the following may be kept by a resident. The following types and qualifications are consistent with applicable State and local law.

1. Dogs

- * **Maximum number:** [specify]
- * **Maximum adult weight:** [18/20/other number] **pounds**
- * **Must be housebroken**
- * **Must be spayed or neutered**
- * **Must have all required inoculations**
- * **Must be licensed as specified now or in the future by State law and local ordinance**
- * **Any litter resulting from the pet must be removed immediately from the unit**

2. Cats

- * **Maximum number:** [specify]
- * **Must be declawed**
- * **Must be spayed or neutered**
- * **Must have all required inoculations**
- * **Must be trained to use a litter box or other waste receptacle**
- * **Must be licensed as specified now or in the future by State law or local ordinance**
- * **Any litter resulting from the pet must be removed from the unit immediately**

3. Birds

- * **Maximum number** [specify]
- * **Must be enclosed in a cage at all times**

4. Fish

- Maximum aquarium size [**state number of gallons**]
- * **Must be maintained on an approved stand**

5. Rodents (Rabbit, guinea pig, hamster, or gerbil ONLY)

- Maximum number [**state number**]
- * **Must be enclosed in an acceptable cage at all times**
 - * **Must have any or all inoculations as specified now or in the future by State law or local ordinance**

- * **[List other types of pets allowed.]**

The following are NOT considered "common household pets":

- * **Domesticated dogs that exceed [number] pounds.** (Animals certified to assist persons with disabilities are exempt from this weight limitation).
- * **Vicious or intimidating pets. Dog breeds including [pit bull/rottweiler/chow/boxer/Doberman/Dalmatian/German shepherd] are considered vicious or intimidating breeds and are not allowed.**
- * **Animals who would be allowed to produce offspring for sale.**
- * **Wild, feral, or any other animals that are not amenable to routine human handling.**
- * **Any poisonous animals of any kind.**
- * **Fish in aquariums exceeding [ten/twenty/other] gallons in capacity.**
- * **Non-human primates.**
- * **Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit.**
- * **Pot-bellied pigs.**
- * **Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites and/or lacerations to small children.**
- * **Hedgehogs or other animals whose protective instincts and natural body armor produce a risk of serious puncture injuries to children.**
- * **Chicks, turtles, or other animals that pose a significant risk of salmonella infection to those who handle them.**
- * **Pigeons, doves, mynahs, psittacines, and birds of other species that are hosts to the organisms that cause psittacosis in humans.**
- * **Snakes or other kinds of reptiles.**

C. REGISTRATION OF PETS

[INSTRUCTION: There is no HUD requirement that families register pets with the PHA, but many PHAs do establish such requirements. The purpose is to ensure that there is a standard to document the health, suitability and acceptability of the pet. Registration requirements may not conflict with State or local law.]

- * Pets must be registered with the PHA before they are brought onto the premises.**
- *Registration includes certificate signed by a licensed veterinarian or State/local authority that the pet:**
 - * has received all inoculations required by State or local law**
 - * has no communicable disease(s) (and)**
 - * is pest-free.**
- * Registration must be renewed and will be coordinated with the annual reexamination date.**
 - * Proof of license and inoculation will be submitted at least [30/other] days prior to annual reexamination.**
- * Each pet owner must provide two color photographs of their pet(s).**
- * Each pet owner must display a “Pet Here” sticker, provided by the PHA, which will be displayed on [the front door/a front window] of the unit at all times.**
- *Approval for the keeping of a pet shall not be extended pending the completion of these requirements.**

Refusal to Register Pets

If the PHA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial. The notification will be served in accordance with HUD notice requirements.

The PHA will refuse to register a pet if:

- *The pet is not a “common household pet” as defined in this policy;**
 - *Keeping the pet would violate any House Rules;**
 - *The pet owner fails to provide complete pet registration information;**
 - *The pet owner fails to update the registration annually;**
 - *The PHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet’s temperament and behavior may be considered as a factor in determining the pet owner’s ability to comply with the provisions of the lease.**
- * The notice of refusal may be combined with a notice of pet violation.

D. PET AGREEMENT

[INSTRUCTION: There is no HUD requirement that families enter into a Pet Agreement with the PHA, but many PHAs do establish such requirements. The purpose is to ensure that there is a standard to document the health, suitability and acceptability of the pet. Requirements may not conflict with State or local law.]

*** Residents who have been approved to have a pet must enter into a Pet Agreement with the PHA.**

*** The Resident will certify, by signing the Pet Agreement, that the Resident will adhere to the following rules:**

- * Agree that the resident is responsible and liable for all damages caused by their pet(s).**
- * All complaints of cruelty and all dog bites will be referred to animal control or applicable agency for investigation and enforcement.**
- * All common household pets are to be fed inside the apartment. Feeding is not allowed on porches, sidewalks, patios or other outside areas.**
- * Tenants are prohibited from feeding stray animals.**
- * The feeding of stray animals will constitute having a pet without permission of the Housing Authority.**
- * Residents shall not feed any stray animals; doing so, or keeping stray or unregistered animals, will be considered having a pet without permission.**
- *No animals may be tethered or chained outside or inside the dwelling unit.**
- *When outside the dwelling unit, all pets must be on a leash or in an animal transport enclosure and under the control of a responsible individual.**
- *All fecal matter deposited by the pet(s) must be promptly and completely removed from any common area. Failure to do so will result in a Pet Waste Removal charge of [\$25/\$50/other]. All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin. Litter shall not be disposed of by being flushed through a toilet.**
- *Litter boxes shall be stored inside the resident's dwelling unit or in animal enclosures maintained within dwelling units AND must be removed and/or replaced regularly. Failure to do so will result in a Pet Waste Removal charge.**

***The Resident/Pet Owner shall be responsible for the removal of waste from any animal or pet exercise area by placing it in a sealed plastic bag and disposing of it in [an outside trash bin/ other container provided by the PHA] immediately.**

*** Pet owners must take precautions to eliminate pet odors.**

*** The resident/pet owner shall take adequate precautions to eliminate any animal or pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.**

***Mandatory implementation of effective flea control by measures that produce no toxic hazard to children who may come into contact with treated animals.**

***The right of management to enter dwelling unit when there is evidence that an animal left alone is in danger or distress, or is creating a nuisance.**

*** The right of management to seek impoundment and sheltering of any animal found to be maintained in violation of housing rules, pending resolution of any dispute regarding such violation, at owner's expense. The resident shall be responsible for any impoundment fees, and the PHA accepts no responsibility for pets so removed.**

***That failure to abide by any animal-related requirement or restriction constitutes a violation of the "Resident Obligations" in the resident's Lease Agreement.**

*** Residents will prevent disturbances by their pets that interfere with the quiet enjoyment of the premises of other residents in their units or in common areas. This includes, but is not limited to, loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.**

*** Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.**

*** Dogs may only be kept in dwelling units with an enclosed yard space. Pet owners may not alter their unit or patio to accommodate an animal.**

E. LIMITATIONS ON PET OWNERSHIP

[INSTRUCTIONS: Residents of particular housing or a particular development could argue to their PHA that there are characteristics of that housing which make various limitations on pet ownership appropriate.]

*** Although the PHA, consistent with statutory intent, generally allows pet ownership in general occupancy (family) developments, upon extensive discussion with [residents/resident groups/resident councils/Resident Advisory Board/Resident Management Corporation/other], the PHA shall limit pet ownership at certain PHA developments or portions of developments. Specific developments and portions of developments are described in the PHA Annual Plan. Limitations include, but are not limited to, the following:**

- * Dogs may only be kept in dwelling units with an enclosed yard space.**
- * Dogs will not be permitted in units where backyard fencing is inadequate to keep dogs in, and small children out.**
- * Dogs will not be permitted in units where backyard fencing is inadequate to prevent a small child from putting a hand, arm, or leg through the fence.**
- * Animals with fur, such as dogs and cats, will not be permitted in [developments/ portions of developments/duplexes/other] where residents have identified a family member with verified asthma exacerbated by fur or allergies to fur.**

F. DESIGNATION OF PET-FREE AREAS

[INSTRUCTION: CFR 960.707 states that where appropriate to local conditions (including size and type of building), a PHA could institute some pet-free areas. This section is subject to State and local law.]

The following areas are designated as no-pet areas:

- * **PHA playgrounds**
- * **PHA day care centers**
- * **PHA management offices**
- * **PHA community centers**
- * **PHA recreation center areas**
- * **Other [describe]**

G. PETS TEMPORARILY ON THE PREMISES

- * **Excluded from the premises are all animals and/or pets not owned by residents, except for service animals.**
- * **Residents are prohibited from feeding or harboring stray animals.**
- * **This rule excludes visiting pet programs sponsored by a humane society or other non-profit organization and approved by the PHA.**
- * **State or local laws governing pets temporarily in dwelling accommodations shall prevail.**

H. DEPOSITS FOR PETS

[INSTRUCTION: CFR 960.707 allows PHAs to require a refundable pet deposit to cover additional costs attributable to the particular pet. It is not required that the PHA charges a pet deposit. In determining a reasonable pet deposit amount, the PHA could select an amount which will be the higher of the TTP or such reasonable fixed amount as the PHA may require. A good reasonableness standard for the maximum amount to charge is the amount published in the Federal Register by HUD for certain projects on 12-1-86, which was \$300.00. You may permit gradual accumulation of the deposit through specific payments.]

The PHA should consult State/local law regarding pet deposits, retention of the deposit, interest, return of the deposit or portion of the deposit to resident, and any other requirements.]

*** The PHA does not require a pet deposit.** *[INSTRUCTION: If the PHA elects not to charge a pet deposit, delete the rest of this section and go on with the next section.]*

*** Tenants with animals must pay a pet deposit of [\$100/\$200/\$300/other] for the purpose of defraying all reasonable costs directly attributable to the presence of a particular pet.**

***The resident will be responsible for all reasonable expenses directly related to the presence of the animal or pet on the premises, including the cost of repairs and replacement in the apartment, and the cost of animal care facilities if needed.**

***These charges are due and payable within 30 days of written notification.**

*** An initial payment of [amount] [on or prior to the date the pet is properly registered and brought into the apartment] [on or prior to the date the PHA and Resident enter into a Pet Agreement], and;**

*** Monthly payments will be paid in an amount not less than [enter amount] until the specified deposit has been paid.**

*** The PHA reserves the right to change or increase the required deposit by amendment to these rules.**

The PHA will refund the Pet Deposit to the tenant, less any damage caused by the pet to the dwelling unit, within a reasonable time after the tenant moves or upon removal of the pet from the unit.

*** The refundable pet deposit will be placed in an escrow account. The PHA will refund the unused portion of the deposit, [plus any accrued interest], to the resident within a reasonable time after the resident moves from the project or no longer owns or has a pet present in the resident's dwelling unit.**

*** The PHA will return the Pet Deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacitation or death.**

*** The PHA will provide the tenant or designee identified above with a written list of any charges against the pet deposit. If the tenant disagrees with the amount charged to the pet deposit, the PHA will provide a meeting to discuss the charges.**

*** All reasonable expenses incurred by the PHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including, but not limited to:**

***The cost of repairs and replacements to the resident's dwelling unit;**

*** Fumigation of the dwelling unit;**

*** Common areas of the project if applicable**

*** The expense of flea deinfestation shall be the responsibility of the resident.**

*** If the tenant is in occupancy when such costs occur, the tenant shall be billed for such costs as a current charge.**

*** If such expenses occur as the result of a move-out inspection, they will be deducted from the pet deposit. The resident will be billed for any amount that exceeds the pet deposit.**

Pet Deposits are not a part of rent payable by the resident.

I. ADDITIONAL PET FEES

[INSTRUCTION: CFR 960.707 allows PHAs to require a non-refundable nominal fee to cover the reasonable operating costs to the development relating to the presence of pets. It is not required that the PHA charges this fee. In determining a reasonable nominal fee amount, and if this payment must be an annual fee (rather than a monthly fee), the PHA could consult State/local law.]

*** The PHA does not require a non-refundable nominal fee.** *[INSTRUCTION: If the PHA elects not to charge an additional fee, delete the rest of this section and go on with the next section.]*

*** The PHA will charge a non-refundable nominal fee of** [\$ insert amount] **for** [each pet/each household with a pet].

***This fee is intended to cover the reasonable operating costs to the project relating to the presence of pets. Reasonable operating costs to the project relating to the presence of pets include, but are not limited to:**

*** Landscaping costs**

*** Pest control costs**

*** Insurance costs**

*** Clean-up costs**

*** The nominal fee will be assessed** [annually/monthly/other]. *[INSTRUCTION: check State/local law.]*

*** The PHA reserves the right to change or increase the required deposit by amendment to these rules.**

J. PET WASTE REMOVAL CHARGE

[INSTRUCTION: The regulations do not address the PHA's ability to impose charges for house pet rule violations. Charges for violation of PHA pet rules may be treated like charges for other PHA tenancy rules or lease violations.]

*** A separate pet waste removal charge of [amount] per occurrence will be assessed against the resident for violations of the pet policy.**

Pet waste removal charges are not part of rent payable by the resident.

*** K. PET AREA RESTRICTIONS**

*** Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times.**

*** A common household pet must be effectively restrained and under the control of a responsible person when passing through a common area, from the street to the apartment, etc.**

*** Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.**

*** An area of the development grounds has been designated as the area in which to exercise animals and to permit dogs to relieve themselves of bodily wastes. This area includes [describe area].**

*** Residents/Pet Owners are not permitted to exercise pets or permit pets to deposit waste on project premises outside of the areas designated for such purposes.**

*** L. CLEANLINESS REQUIREMENTS**

*** Litter Box Requirements. All animal waste or the litter from litter boxes shall be picked up/emptied [immediately/ daily/ every 2 days/ other-specify] by the pet owner, disposed of in heavy, sealed plastic trash bags, and placed in a trash container immediately.**

*** Litter shall not be disposed of by being flushed through a toilet.**

*** Litter boxes shall be stored inside the resident's dwelling unit.**

*** M. PET CARE**

*** No pet (excluding fish) shall be left unattended in any apartment for a period in excess of [number] hours.**

*** All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.**

*** Residents/pet owners must recognize that other residents may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other residents.**

N. RESPONSIBLE PARTIES

The resident/pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

*** O. INSPECTIONS**

[INSTRUCTION: In order to utilize this provision, you must be sure it is included in the lease agreement.]

*** The PHA may, after reasonable notice to the tenant during reasonable hours, enter and inspect the premises, in addition to other inspections allowed.**

*** The PHA may enter and inspect the unit only if a written complaint is received alleging that the conduct or condition of the pet in the unit is a violation, or constitutes a nuisance or threat to the health or safety of the other occupants or other persons in the community under applicable State or local law.**

*** P. PET RULE VIOLATION NOTICE**

[INSTRUCTION: 24 CFR Part 960 Subpart G does not contain pet rule violation procedures. The lease incorporates the pet rules and states that the tenant agrees to comply with the rules, and that violations of the pet rules may be grounds for removal of the pet or for termination of tenancy. We suggest you include pet rule violation procedures and have included some model violation procedures here to give you an idea of what HUD may consider as "reasonable."]

*** The authorization for a common household pet may be revoked at any time subject to the Housing Authority's grievance procedure if the pet becomes destructive or a nuisance to others, or if the tenant fails to comply with this policy.**

Residents who violate these rules are subject to:

*** Mandatory removal of the pet from the premises within 30 days of notice by the Housing Authority; or if for a threat to health and safety, removal within 24 hours of notice.**

*** Lease termination proceedings.**

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the Pet Rule Policy, written notice will be served.

The Notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

That the resident/pet owner has [**insert number**] days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;

That the resident pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and

That the resident/pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

*** If the pet owner requests a meeting within the [insert number] day period, the meeting will be scheduled no later than [number] calendar days before the effective date of service of the notice, unless the pet owner agrees to a later date in writing.**

*** Q. NOTICE FOR PET REMOVAL**

If the resident/pet owner and the PHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the PHA, the PHA may serve notice to remove the pet.

The Notice shall contain:

A brief statement of the factual basis for the PHA's determination of the Pet Rule that has been violated;

The requirement that the resident/ pet owner must remove the pet within **[insert number]** days of the notice; and

A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

*** R. TERMINATION OF TENANCY**

The PHA may initiate procedures for termination of tenancy based on a pet rule violation if:

The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

*** S. PET REMOVAL**

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the resident/pet owner. This includes pets who are poorly cared for or have been left unattended for over **[insert number]** hours.

If the responsible party is unwilling or unable to care for the pet, or if the PHA after reasonable efforts cannot contact the responsible party, the PHA may contact the appropriate State or local agency and request the removal of the pet, **or the PHA may place the pet in a proper facility for up to 30 days. If there is no other solution at the end of 30 days, the PHA may donate the pet to a humane society. Cost of this professional care will be borne by the pet owner.**

*** If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.**

*** T. EMERGENCIES**

[INSTRUCTION: If there is no State or local authority authorized to remove a pet that becomes vicious or displays signs of severe illness, the PHA may wish to place a provision in the lease permitting the PHA to enter the premises (if necessary), and to remove the pet. The PHA may take such action with the pet as may be permissible under State law, which may include placing it in a facility that will provide care and shelter for a period not to exceed 30 days. This lease provision would be initiated if the PHA requests the pet owner to remove the pet immediately, and the pet owner refuses to do so, or if the PHA is unable to contact the pet owner to request a removal of the pet.]

The PHA will take all necessary steps to insure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

If it is necessary for the PHA to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner.

*** This Pet Policy will be incorporated by reference into the Dwelling Lease signed by the resident, and therefore, violation of the above Policy will be grounds for termination of the lease.**

Chapter 11

REEXAMINATIONS

[24 CFR 5.613, 24 CFR 5.615, 24 CFR Part 960 Subpart C]

INTRODUCTION

HUD requires that the MMHA offer all families the choice of paying income-based rent or flat rent at least annually. Families who choose to pay flat rent are required to complete a reexamination of income, deductions and allowances at least once every three years. To determine the amount of income-based rent, it is necessary for the MMHA to perform a reexamination of the family's income. At the annual reexamination, families who choose to pay income-based rent must report their current household composition, income, deductions and allowances. Between regular annual reexaminations, HUD requires that families report all changes in household composition, but the MMHA decides what other changes must be reported and the procedures for reporting them. This Chapter defines the MMHA's policy for conducting

annual reexaminations. It also explains the interim reporting requirements for families, and the standards for timely reporting.

A. ELIGIBILITY FOR CONTINUED OCCUPANCY

Residents who meet the following criteria will be eligible for continued occupancy:

Qualify as a family as defined in this policy;

Are in full compliance with the obligations and responsibilities described in the dwelling lease;

Whose family members, age 6 and older, each have submitted their Social Security numbers or have certifications on file that they do not have a Social Security number;

Whose family members have submitted required citizenship/eligible immigration status/non contending documents.

B. ANNUAL REEXAMINATION

The terms *annual recertification* and *annual reexamination* are synonymous.

In order to be recertified, families are required to provide current and accurate information on income, assets, allowances and deductions, and family composition.

Families who choose flat rent are to be recertified every three years. For families who move in on the first of the month, the annual recertifications will be completed within 12 months of the anniversary of the move-in date. (Example: If family moves in August 1, the annual recertification will be conducted to be effective on August 1, the following year.)

For families who move in during the month, the annual recertifications will be completed no later than the first of the month in which the family moved in, the following year. (Example: If family moves in August 15, the effective date of the next annual recertification is August 1.)

When families move to another dwelling unit:

An annual recertification will be conducted (unless a recertification has occurred in the last 120 days) and the anniversary date will be changed.

Reexamination Notice to the Family

All families will be notified of their obligation to recertify by first class mail. The notification shall be sent at least **90** days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the MMHA will provide the notice in an accessible format. The MMHA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

The notification shall explain family choice of income-based or flat rent, with an estimate of what the income-based rent would be and a statement of what the flat rent is.

The family will indicate whether the family chooses income-based or flat rent by checking the appropriate box on the document, signing the document, and returning the document to the MMHA.

Methodology

If the family chooses income-based rent, or if the family has paid the flat rent for three (3) years, the MMHA will use the following methodology for conducting annual recertifications:

To schedule the specific date and time of appointments in the written notification to the family.

Persons with Disabilities

Persons with disabilities, who are unable to come to the MMHA's office will be granted an accommodation of conducting the interview **at the resident's home**, upon verification that the accommodation requested meets the need presented by the disability.

Collection of Information

The MMHA representative will interview the family and enter the information provided by the family on the recertification form.

The family is required to complete a *Personal Declaration Form* prior to all annual and interim recertification interviews.

Requirements to Attend

The following family members will be required to attend the recertification interview and sign the application for continued occupancy:

All adult household members

If the head of household is unable to attend the interview:

Any adult household member may recertify for the family, provided that the head comes in within 10 days to recertify.

Failure to Respond to Notification to Recertify

The written notification will explain which family members are required to attend the recertification interview. The family may call to request another appointment date.

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with the MMHA, the MMHA **will** schedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the MMHA will

Send notice of termination to the family.

Exceptions to these policies may be made by Housing Manager if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

Documents Required from the Family

In the notification letter to the family, the MMHA will include instructions for the family to bring the following:

Documentation of income for all family members

Documentation of assets

Documentation to substantiate any deductions or allowances

Personal Declaration Form completed by head of household, included with the notification letter.

Verification of Information

All information which affects the family's continued eligibility for the program, and the family's Total Tenant Payment (TTP) will be verified in accordance with the verification procedures and guidelines described in this Policy. Verifications used for recertification must be less than **120** days old. All verifications will be placed in the file, which has been established for the family.

When the information has been verified, it will be analyzed to determine:

the continued eligibility of the resident as a *family* or as the *remaining member* of a family;

the unit size required by the family;

the amount of rent the family should pay.

Changes in the Resident Rent

If there is any change in rent, including change in family's choice in rent, the lease will be amended, or a new lease will be executed, or a Notice of Rent Adjustment will be issued [24 CFR 966.4(c)].

Resident Rent Increases

If resident rent **changes**, a thirty-day notice will be mailed to the family prior to the anniversary date.

If less than thirty days are remaining before the anniversary date, the resident rent increase will be effective on the first of the second month following the thirty-day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the anniversary date.

Resident Rent Decreases

If resident rent decreases, it will be effective on the anniversary date.

If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by the MMHA.

C. REPORTING INTERIM CHANGES

Families must report all changes in household composition to the MMHA between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain MMHA approval prior to all other additions to the household.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified prior to the approval by the MMHA of the family member being added to the lease.

Interim Reexamination Policy

Families paying flat rent are not required to report any increases in income or assets.

The MMHA will not process rent adjustments resulting from any increase in income until the next regularly scheduled recertification, other than when a new member joins the household, or there is a *new* source of income.

Decreases in Income and Rent Adjustments

Residents may report a decrease in income and other changes, such as an increase in allowances or deductions that would reduce the amount of the total resident payment.

The MMHA will process the rent adjustment unless the MMHA confirms that the decrease in income will last less than 30 calendar days.

D. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The MMHA will not reduce the public housing rent for families whose welfare assistance is reduced due to a "specified welfare benefit reduction," which is a reduction in welfare benefits due to:

Fraud by a family member in connection with the welfare program; or

Noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program

A "specified welfare benefit reduction" does not include a reduction of welfare benefits due to:

The expiration of a lifetime time limit on receiving benefits; or

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, such as:

the family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

Noncompliance with other welfare agency requirements.

Definition of "Covered Family":

A household that receives benefits for welfare or public assistance from a State or public agency program which requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.

Definition of "Imputed Welfare Income":

The amount of annual income, not actually received by a family, as a result of a specified welfare benefit reduction, that is included in the family's income for purposes of determining rent.

The amount of imputed welfare income is determined by the MMHA, based on written information supplied to the MMHA by the welfare agency, including:

The amount of the benefit reduction

The term of the benefit reduction

The reason for the reduction

Subsequent changes in the term or amount of benefit reduction

Imputed welfare income will be included at annual and interim reexaminations during the term of reduction of welfare benefits.

The amount of imputed welfare income will be offset by the amount of additional income a family receives that begins after the sanction was imposed. When additional income is at least equal to the imputed welfare income, the imputed income will be reduced to zero.

If the family was not an assisted resident of public housing when the welfare sanction began, imputed welfare income will not be included in annual income.

Verification Before Denying a Request to Reduce Rent

The MMHA will obtain written verification from the Medina Co. Job and Family Services stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction.

The MMHA will rely on the Medina Co. Job and Family Services' written notice to the MMHA regarding welfare sanctions.

Cooperation Agreements

The MMHA has an **unwritten** cooperation agreement in place with Medina Co. Job and Family Services that assists the MMHA in obtaining the necessary information regarding welfare sanctions.

The MMHA has taken a proactive approach to culminating an effective working relationship between the MMHA and Medina Co. Job and Family Services for the purpose of targeting economic self-sufficiency programs throughout the community that are available to public housing residents.

The MMHA and Medina Co. Job and Family Services have mutually agreed to notify each other of any economic self-sufficiency and/or other appropriate programs or services that would benefit public housing residents.

Family Dispute of Amount of Imputed Welfare Income

If the family disputes the amount of imputed income and the MMHA denies the family's request to modify the amount, the MMHA will provide the resident with a notice of denial, which will include:

An explanation for the MMHA's determination of the amount of imputed welfare income.

A statement that the resident may request a grievance hearing.

If the resident requests a grievance hearing, the resident is not required to pay an escrow deposit pursuant to 966.55(e) for the portion of resident rent attributable to the imputed welfare income.

E. OTHER INTERIM REPORTING ISSUES

An interim reexamination will be scheduled for families with zero income **every 45 days**.

Any changes reported by residents other than those listed in this section will not be processed between regularly scheduled annual recertifications.

MMHA Errors

If the MMHA makes a calculation error at admission to the program or at an annual or interim reexamination, an interim reexamination will be conducted to correct the error, but the family will not be charged retroactively.

F. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)

Standard for Timely Reporting of Changes

The MMHA requires that families report interim changes to the MMHA within **ten** working days of when the change occurs. Any information, document or signature needed from the family that is needed to verify the change must be provided within seven working days of the change.

If the change is not reported within the required time period, or if the family fails to provide signatures, certifications or documentation, (in the time period requested by the MMHA), it will be considered untimely reporting.

Procedures When the Change is Reported in a Timely Manner

The MMHA will notify the family of any changes in Resident Rent to be effective according to the following guidelines:

Increases in the Resident Rent are effective on the first of the month following at least thirty days' notice.

Decreases in the Resident Rent are effective the first of the month following the month in which the change is reported.

The change will not be made until the third party verification is received.

Procedures When the Change Is Not Reported by the Resident in a Timely Manner

If the family does not report the change as described under Timely Reporting, the family will

have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

Increase in Resident Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any underpaid rent, and may be required to **sign a Repayment Agreement**.

Decrease in Resident Rent will be effective on the first of the month following completion of processing by the MMHA and not retroactively.

Procedures when the Change is not Processed by the MMHA in a Timely Manner

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by the MMHA in a timely manner.

Therefore, an increase will be effective after the required thirty days' notice prior to the first of the month after completion of processing by the MMHA.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

G. REPORTING OF CHANGES IN FAMILY COMPOSITION

The members of the family residing in the unit must be approved by the MMHA. The family must inform the MMHA and request approval of additional family members other than additions due to birth, adoption, marriage, court-awarded custody before the new member occupies the unit.

All changes in family composition must be reported within 7 working days of the occurrence in writing.

If an adult family member is declared permanently absent by the head of household, the notice must contain a certification by the head of household that the member (who may be the head of household) removed is permanently absent.

Increase in Family Size

The MMHA will consider a unit transfer (if needed under the Occupancy Guidelines) for additions to the family in the following cases:

Addition of a MMHA-approved live-in attendant.

If a change due to birth, adoption, court-awarded custody, or need for a live-in attendant requires a larger size unit due to overcrowding, the change in unit size shall be made effective upon

availability of an appropriately sized unit.

Definition of "Temporarily/Permanently Absent"

The MMHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

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

Absence of Entire Family

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

Families are required to notify the MMHA before they move out of a unit in accordance with the lease and to give the MMHA information about any family absence from the unit.

Families must notify the MMHA if they are going to be absent from the unit for more than 7 consecutive days. A person with a disability may request an extension of time as an accommodation.

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

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

Conduct home visit

Write letters to the family at the unit

Post letters on exterior door

Telephone the family at the unit

Check with Post Office for forwarding address

Contact emergency contact

If the entire family is absent from the unit, without MMHA permission, for more than 30 consecutive days, the unit will be considered to be vacant and the MMHA will terminate tenancy.

As a reasonable accommodation for a person with a disability, the MMHA may approve an extension. (See Absence Due to Medical Reasons for other reasons to approve an

extension.) During the period of absence, the rent and other charges must remain current.

Absence of Any Member

Any member of the household will be considered permanently absent if s/he is away from the unit for 1 month except as otherwise provided in this Chapter.

Absence Due to Medical Reasons

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

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the MMHA's "Absence of Entire Family" policy.

Absence Due to Incarceration

If the sole member is incarcerated for more than 30 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 60 consecutive days. The rent and other charges must remain current during this period.

The MMHA will determine if the reason for incarceration is for drug-related or criminal activity which would threaten the health, safety and right to peaceful enjoyment of the dwelling unit by other residents.

Foster Care and Absences of Children

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

If the time period is to be greater than 2 months from the date of removal of the child(ren), the family will be required to move to a smaller size unit. If all children are removed from the home permanently, the unit size will be reduced in accordance with the MMHA's occupancy guidelines.

Absence of Adult

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the MMHA will treat that adult as a visitor for the first 30 calendar days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, and the caretaker qualifies under Resident Suitability criteria, the lease will be transferred to the caretaker.

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

The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.

When the MMHA approves a person to reside in the unit as caretaker for the child(ren), the income of the caretaker should be counted pending a final disposition. The MMHA will work with the appropriate service agencies to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than 30 days, the person will be considered permanently absent.

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

Full time students who attend school away from the home will be treated in the following manner:

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

Visitors (See Chapter on Leasing)

Any adult not included on the HUD 50058 who has been in the unit more than 7 consecutive days, or a total of 10 cumulative days in the month will be considered to be living in the unit as **an unauthorized** household member.

Absence of evidence of any other address will be considered verification that the visitor is an unauthorized household member.

The MMHA will consider:

Statements from neighbors and/or MMHA staff

Vehicle license plate verification

Post Office records

Driver's license verification

Law enforcement reports

Credit reports

Voter Registration Records

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

Minors and college students who were part of the family but who now live away from home during the school year and are not considered members of the household may visit for up to 30 days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than 183 days per year, the minor will be considered to be an eligible visitor and not a family member. If both parents reside in Public Housing, only one parent would be able to claim the child for deductions and for determination for the occupancy standards.

H. REMAINING MEMBER OF RESIDENT FAMILY - RETENTION OF UNIT

To be considered the remaining member of the resident family, the person must have been previously approved by the MMHA to be living in the unit.

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

A reduction in family size may require a transfer to an appropriate unit size per the Occupancy Standards.

I. CHANGES IN UNIT SIZE

The MMHA shall grant exceptions from the occupancy standards if the family requests and the MMHA determines the exceptions are justified according to this policy.

When an approvable change in the circumstances in a resident family requires another unit size, the family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the Transfer List.

(Reference chapter on Occupancy Standards)

J. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES

Under the Noncitizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

"Mixed" families who were participants on June 19, 1995, shall continue receiving full assistance if they meet the following criteria:

The head of household, co-head or spouse is a U.S. citizen or has eligible immigrant status; AND

The family does not include any ineligible immigrants other than the head or spouse, or parents or children of the head, co-head or spouse.

Mixed families who qualify for continued assistance after 11/29/96 may receive prorated assistance only.

If they do not qualify for continued assistance, the member(s) that cause the family to be ineligible for continued assistance may move, or the family may choose prorated assistance (See Chapter titled "Factors Related to Total Tenant Payment Determination"). The MMHA may no longer offer temporary deferral of termination (see Chapter on "Lease Terminations").

Reserved

Chapter 12

LEASE TERMINATIONS

[24 CFR 966.4]

INTRODUCTION

The MMHA may terminate tenancy for a family because of the family's action or failure to act in accordance with HUD regulations [24 CFR 966.4 (1)(2)], and the terms of the lease. This Chapter describes the MMHA's policies for notification of lease termination and provisions of the lease.

A. TERMINATION BY RESIDENT

The Resident may terminate the lease by providing the MMHA with a written 30-day advance notice as defined in the lease agreement.

B. TERMINATION BY MMHA

Termination of tenancy will be in accordance with the MMHA's lease.

The lease may be terminated by the MMHA at any time by giving written notice for serious or repeated violation of material terms of the lease, such as, but not limited to the following:

Nonpayment of rent or other charges due under the Lease, or repeated chronic late payment of rent;

Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications;

Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;

Use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in this Lease, or permitting its use for any other purposes;

Failure to abide by necessary and reasonable rules made by the MMHA for the

benefit and well being of the housing development and the residents;

Failure to abide by applicable building and housing codes materially affecting health or safety;

Failure to dispose of garbage waste and rubbish in a safe and sanitary manner;

Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;

Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;

Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas; or

The Resident, any member of the Resident's household, or a guest shall not engage in criminal activity, including drug-related criminal activity, *on or off* public housing premises (as defined in the lease), while the Resident is a Resident in public housing, and such criminal activity shall be cause for termination of tenancy. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

Alcohol abuse that the MMHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Non-compliance with Non-Citizen Rule requirements.

Discovery after admission of facts that made the Resident ineligible;

Discovery of material false statements or fraud by the Resident in connection with an application for assistance or with reexamination of income;

Failure to accept the MMHA's offer of a lease revision to an existing lease that is on a form adopted by the MMHA in accordance with HUD regulations, with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family.

Other good cause.

C. NOTIFICATION REQUIREMENTS

The MMHA's written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, and it will offer the resident all of the rights and protections afforded by the regulations and this policy. (See Chapter on Complaints, Grievances and Hearings.)

Notices of lease termination shall be in writing and delivered to Resident or adult member of the household or sent by first class mail properly addressed to Resident.

The notice shall contain a statement describing the resident's right to meet with the manager to determine whether a reasonable accommodation would eliminate the need for a lease termination.

Timing of the Notice

If the MMHA terminates the lease, written notice will be given as follows:

At least 14 calendar days prior to termination in the case of failure to pay rent;

A reasonable time, considering the seriousness of the situation, but not to exceed 30 days:

If the health or safety of other residents, MMHA employees, or persons residing in the immediate vicinity of the premises is threatened; or

If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or

If any member of the household has been convicted of a felony.

At least thirty days prior to termination in all other cases.

The MMHA shall notify the Post Office that mail should no longer be delivered to the person who was evicted for criminal activity, including drug-related criminal activity.

Criminal Activity

The MMHA will immediately terminate tenancy of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

The MMHA will terminate assistance of participants in cases where the MMHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where the MMHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

The MMHA will consider the use of a controlled substance or alcohol to be a *pattern* if there is more than one incident during the previous three months.

"Engaged in or engaging in or recent history of" drug related criminal activity means any act or completion of any sentence within the past 3 years by applicants or participants, household members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

"Engaged in or engaging in or recent history of" criminal activity means any act or completion of any sentence within the past 3 years by applicants or participants, household members, or guests which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of the MMHA, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

The MMHA will not waive this policy.

D. Violence Against Women Act (VAWA)

The Violence Against Women Act (VAWA) was signed into law as Public Law 109-162. VAWA provides some protection to victims of actual or threatened violence, dating violence or stalking.

The following definitions will be used:

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 the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Dating Violence: Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors: the length of the relationship, the type of relationship and the frequency of the interaction between the persons involved in the relationship.

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 death of, or serious bodily injury to, or to cause substantial emotional harm to that person, a member of the immediate family of that person, or the spouse or intimate partner of that person.

Immediate Family Member: A spouse, parent, brother or sister, or child of the person, or an individual to who 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.

VAWA provides that:

The MMHA shall not deny admission to the project to any applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking if the applicant otherwise qualifies for assistance or admission, and that nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence or stalking.

An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of the victim of such violence.

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, shall not be cause for termination of the tenancy or occupancy rights , if the tenant or immediate member of the tenant's family is a victim of that domestic violence, dating violence, or stalking.

The MMHA may bifurcate a lease, in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.

The MMHA is still authorized to, when notified, honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim ad issued to address the distribution or possession of property among the household members in cases where a family breaks up.

The MMHA may still evict a tenant for any violation of a lease not premised on the acts or acts of violence in question against the tenant or a member of the tenant's household, provided that the public housing agency does not subject an individual who is or has been a victim of domestic violence , dating violence, or stalking to a

more demanding standard than other tenants in determining whether to evict or terminate.

The authority may choose to terminate the tenancy of any tenant if the MMHA can demonstrate an actual or imminent threat to other tenants or those employed at or providing service to the property if that tenant's tenancy is not terminated.

VAWA Certification

The MMHA will request that an individual certify via a HUD-approved certification form that the individual is a victim of domestic violence, dating violence, or stalking and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse, and meet the requirements set forth above. Such certification shall include the name of the perpetrator and must be submitted within fourteen (14) business days after the MMHA requests such certifications in writing. If the certification is not received within this timeframe, nothing would limit the ability to evict any tenant or lawful occupant that commits violations of a lease. The MMHA may extend the fourteen (14) day deadline at its discretion. The MMHA is mindful that the delivery of the certification form to the tenant in response to an incident via mail may place the victim at risk therefore the MMHA may require that the tenant come to the office to pick up the certification form.

The certification requirement includes providing the MMHA with documentation signed by an employee, agent or volunteer of a victim service provider, an attorney or a medical professional from who the victim has sought assistance in addressing domestic violence, dating violence, sexual assault or stalking. The professional must attest under the penalty of perjury to their belief that the incident or incidents in question are bona fide incidents of abuse and the victim must sign or attest to the documentation. The PHA will also accept as certification the submission of a Federal, State, tribal, territorial or local police or court record. The MMHA may, at its discretion, provide benefits to a victim based solely on the individual's statement or other corroborating evidence.

Information provided by the victim pursuant to the certification shall be retained in confidence, and not entered into any shared database nor provided to any related entity, except when the disclosure is: consented to by the individual in writing, required for use in eviction proceedings or otherwise required by law.

E. RECORD KEEPING

A written record of every termination and/or eviction shall be maintained by the MMHA at the development where the family was residing, and shall contain the following information:

Name of resident, number and identification of unit occupied;

Date of the Notice of Lease Termination and any other notices required by State or local law; these notices may be on the same form and will run concurrently;

Specific reason(s) for the Notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the Notices described in detail (other than the Criminal History Report);

Date and method of notifying the resident;

Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions.

Records for persons whose leases were terminated for any reason will be kept by the MMHA indefinitely.

F. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS

[24 CFR §.514]

If the MMHA determines that a family member has knowingly permitted an ineligible individual to reside in the family's unit on a permanent basis, the family's assistance will be terminated for **not less than 24 months**. This provision does not apply to a family if the eligibility of the ineligible individual was considered in calculating any proration of assistance provided for the family.

Chapter 13

COMPLAINTS, GRIEVANCES AND APPEALS

[24 CFR Part 966 Subpart B]

INTRODUCTION

The informal hearing requirements defined in HUD regulations are applicable to participating families who disagree with an action, decision, or inaction of the MMHA. This Chapter describes the policies to be used when families disagree with a MMHA decision. It is the policy of the MMHA to ensure that all families have the benefit of all protections due to them under the law.

Grievances shall be handled in accordance with the MMHA's approved Grievance Procedures. The written grievance procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals.

A. COMPLAINTS

The MMHA will respond promptly to all complaints.

Each complaint regarding physical condition of the units may be reported by phone to the Work Order Voice Mail. Anonymous complaints are checked whenever possible.

Complaints from families. If a family disagrees with an action or inaction of the MMHA, complaints will be referred to the Housing Manager. Complaints regarding physical condition of the units may be reported by phone to the Housing Manager.

Complaints from staff. If a staff person reports a family is violating or has violated a lease provision or is not complying with program rules, the complaints will be referred to the **Housing Manager.**

Complaints from the general public. Complaints or referrals from persons in the community in regard to the MMHA or a family will be referred to the Housing Manager.

Anonymous complaints will be checked whenever possible.

B. APPEALS BY APPLICANTS

Applicants who are determined ineligible, who do not meet the MMHA's admission standards, or where the MMHA does not have an appropriate size and type of unit in its inventory will be given written notification promptly, including the reason for the determination.

Ineligible applicants will be promptly provided with a letter detailing their individual status, stating the reason for their ineligibility, and offering them an opportunity for an informal hearing.

Applicants must submit their request for an informal hearing in writing to the MMHA within 10 working days from the date of the notification of their ineligibility.

If the applicant requests an informal hearing, the MMHA will provide an informal hearing within 30 working days of receiving the request. The MMHA will notify the applicant of the place, date, and time.

Informal hearings will be conducted by an impartial hearing officer. The person who is designated as the hearing officer cannot be the person who made the determination of ineligibility or a subordinate of that person.

The applicant may bring to the hearing any documentation or evidence s/he wishes and the evidence along with the data compiled by the MMHA will be considered by the hearing officer.

The hearing officer will make a determination based upon the merits of the evidence presented by both sides. Within 10 working days of the date of the hearing, the hearing officer will mail a written decision to the applicant and place a copy of the decision in the applicant's file.

The grievance procedures for Public Housing Residents do not apply to MMHA determinations that affect applicants.

C. APPEALS BY RESIDENTS

Grievances or appeals concerning the obligations of the Resident or the MMHA under the provisions of the lease shall be processed and resolved in accordance with the Grievance Procedure of the MMHA, which is in effect at the time such grievance or appeal arises.

(See the MMHA's Grievance Procedure contained in this chapter.)

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

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

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

INS Determination of Ineligibility

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

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

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

After receipt of a request for an informal hearing, the hearing is conducted as described in the "Grievance Procedures" section of this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the MMHA will:

Deny the applicant family.

Terminate the participant.

If there are eligible members in the family, the MMHA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of Resident Rent and Total Resident Payment.

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

E. GRIEVANCE PROCEDURES

Definitions

Grievance. Any dispute which a Resident may have with respect to a Housing Authority action or failure to act in accordance with the individual Resident's lease or MMHA regulations that adversely affect the individual Resident's rights, duties, welfare, or status.

Complainant. Any Resident whose grievance is presented to the MMHA or at the site/management office informally or as part of the informal hearing process.

Hearing Officer/Hearing Panel. A person or persons selected in accordance with this grievance procedure to hear grievances and render a decision with respect thereto.

Resident. A lessee or the remaining head of household of any Resident family residing in housing accommodations owned or leased by the MMHA.

Elements of Due Process. An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required.

Adequate notice to the Resident of the grounds for terminating the tenancy and for eviction;

Opportunity for the Resident to examine all relevant documents, records, and regulations of the MMHA prior to the trial for the purpose of preparing a defense;

Right of the Resident to be represented by counsel;

Opportunity for the Resident to refute the evidence presented by the MMHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the Resident may have;

A decision on the merits of the case.

Applicability

This Grievance Procedure applies to all individual grievances, except any grievance concerning a termination of tenancy or eviction that involves:

Any activity, not just criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or MMHA employees, or

Any violent or drug-related criminal activity *on* or *off* such premises, or

Any criminal activity that resulted in a felony conviction of a household member.

Pre-Hearing Procedures

Informal Conference Procedures

Any grievance shall be presented orally or in writing to the MMHA office or to the housing management office that sent the notice on which the grievance is based. Written grievances must be signed by the complainant. The grievance must be presented within a reasonable time (**not past the first working day after the 10th day of the action of failure to act**) that is the basis for the grievance. It may be simply stated, but shall specify:

The particular grounds upon which it is based,

The action requested; and

The name, address, and telephone number of the complainant, and similar information about the complainant's representative, if any.

The purpose of the initial discussion is to discuss and to resolve the grievance without the necessity of a formal hearing.

Within five working days, a summary of this discussion will be given to the complainant by a MMHA representative. One copy will be filed in the Resident's file.

The summary will include: names of participants, the date of the meeting, the nature of the proposed disposition, and the specific reasons for the disposition. The summary will also specify the steps by which a formal hearing can be obtained.

Dissatisfaction with Informal Conference

If the complainant is dissatisfied with the proposed disposition of the grievance, s/he shall submit a written request for a hearing within 10 working days of the **delivery** of the summary of the informal meeting.

The request for a hearing must be presented to the MMHA's central office legal department.

The request must specify the reason for the grievance request and the relief sought.

Failure to Request a Formal Hearing

If the complainant does not request a formal hearing within 10 working days, s/he waives his/her right to a hearing, and the MMHA's proposed disposition of the grievance will become final. This section in no way constitutes a waiver of the complainant's right to contest the MMHA's disposition in an appropriate judicial proceeding.

Right to a Hearing

After exhausting the informal conference procedures outlined above, a complainant shall be entitled to a hearing before a hearing officer.

The head of household or other adult household member must attend the hearing.

If rescheduling of the hearing is necessary, the hearing must be rescheduled at least 2 hours in advance of the scheduled hearing time or the complainant waives their right to a hearing.

If the complainant fails to appear within 15 minutes of the scheduled time, the complainant waives their right to a hearing.

The MMHA will provide reasonable accommodation for persons with disabilities to participate in the hearing. The MMHA must be notified within 2 business days of the scheduled time if special accommodations are required.

Selection of Hearing Officer

A grievance hearing shall be conducted by an impartial person or persons appointed by the MMHA other than the person who made or approved the MMHA action under review, or a subordinate of such person.

Procedures to Obtain a Hearing

Informal Prerequisite

All grievances must be informally presented as a prerequisite to a formal hearing.

The hearing officer may waive the prerequisite informal conference if, and only if, the complainant can show good cause why s/he failed to proceed informally.

Escrow Deposit

Before a hearing is scheduled in any grievance involving an amount of rent the MMHA claims is due, except grievances concerning imputed welfare benefits or use of minimum rent, the complainant shall pay to the MMHA all rent due and payable as of the month preceding the month in which the act or failure to act took place. Grievances concerning imputed welfare benefits and minimum rents are exempt from the escrow deposit requirement.

The complainant shall thereafter deposit the same amount of the monthly rent in an escrow

account each month until the complaint is resolved by decision of the hearing official or panel.

The MMHA may waive these escrow requirements in extraordinary circumstances.

Unless so waived, failure to make the required escrow payments shall result in termination of the grievance procedure.

Failure to make such payments does not constitute a waiver of any right the complainant may have to contest the MMHA's disposition of the grievance in any appropriate judicial proceeding.

Scheduling

If the complainant complies with the procedures outlined above, a hearing shall be scheduled by the **hearing officer** promptly within 30 working days at a time and place reasonably convenient to the complainant and the MMHA.

A written notification of the date, time, place, and procedures governing the hearing shall be delivered to the complainant and the appropriate MMHA official.

Hearing Procedures

The hearing shall be held before a hearing officer.

The complainant shall be afforded a fair hearing and be provided the basic safeguards of due process to include:

The opportunity to examine and to copy before the hearing, all documents, records and regulations of the MMHA that are relevant to the hearing with at least a 24 hour notice to the legal department prior to the hearing. Any document not so made available after request by the complainant may not be relied upon by the MMHA at the hearing.

The MMHA shall also have the opportunity to examine and to copy all documents, records and statements that the family plans to submit during the hearing to refute the MMHA's inaction or proposed action. Any documents not so made available to the MMHA may not be relied upon at the hearing.

The right to a private hearing unless otherwise requested by the complainant.

The right to be represented by counsel or other person chosen as a representative.

The right to present evidence and arguments in support of the complaint, to controvert evidence presented by the MMHA, and to confront and cross-examine all witnesses upon whose testimony or information the MMHA relies, limited to the issues for which the complainant has received the opportunity for a formal hearing; and

The right to a decision based solely and exclusively upon the facts presented at the hearing.

If the **hearing officer** determines that the issue has been previously decided in another proceeding, a decision may be rendered without proceeding with the hearing.

If the complainant or MMHA fail to appear at the scheduled hearing, the **hearing officer** may:

postpone the hearing for a period not to exceed 30 days.

Such a determination in no way waives the complainant's right to appropriate judicial proceedings in another forum.

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the MMHA must sustain the burden of justifying the MMHA action or failure to act against which the complaint is directed.

The hearing shall be conducted by the **hearing officer** as follows:

Informal: Oral and documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings;

Formal: The **hearing officer** shall require the MMHA, complainant, counsel, and other participants and spectators to conduct themselves in an orderly manner. The failure to comply with the directions of the hearing official/panel to maintain order will result in the exclusion from the proceedings, or a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

The MMHA arranges, in advance, in writing, for a transcript or audiotape of the hearing. Any interested party may purchase a copy of such transcript.

Decisions of the Hearing Officer/Panel

The **hearing officer** shall give the MMHA and the complainant a written decision, including the reasons for the decision, within 10 working days following the hearing. The MMHA will place one copy in the Resident files. The written decision will be sent to the address provided at the hearing.

The decision of the **hearing officer** shall be binding on the MMHA which shall take all actions necessary to carry out the decision, unless the complainant requests Board action within 10 working days prior to the next Board meeting. The MMHA Board of Commissioners' decision will be mailed to the complainant within 10 **working** days following the Board meeting, and so notifies the complainant that:

The grievance does not concern the MMHA action or failure to act in accordance with or involving the complainant's lease or MMHA regulations which adversely affect the complainant's rights, duties, welfare or status;

The decision of the **hearing officer** is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the MMHA.

A decision by the **hearing officer** or MMHA Board of Commissioners in favor of the MMHA or which denies the relief requested by the complainant in whole or part shall not constitute a waiver of, nor affect in any manner whatever, the rights of the complainant to a trial or judicial review in any proceedings which may thereafter be brought in the matter.

Housing Authority Eviction Actions

If a Resident has requested a hearing in accordance with these duly adopted Grievance Procedures on a complaint involving a MMHA notice of termination of tenancy, and the **hearing officer** upholds the MMHA action, the MMHA shall not commence an eviction action until it has served a notice to vacate on the Resident.

In no event shall the notice to vacate be issued prior to the decision of the **hearing officer** having been mailed or delivered to the complainant.

Such notice to vacate must be in writing and specify that if the Resident fails to quit the premises within the applicable statutory period, or on the termination date as stated in the notice of termination, whichever is later, appropriate action will be brought against the complainant. The complainant may be required to pay court costs and attorney fees.

Reserved

Chapter 14

FAMILY DEBTS TO THE MMHA

INTRODUCTION

This Chapter describes the MMHA's policies for the recovery of monies that have been underpaid by families. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the MMHA's policy to meet the informational needs of families, and to communicate the program rules in order to avoid family debts. Before a debt is assessed against a family, the file must contain documentation to support the MMHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the family or other interested parties.

When families owe money to the MMHA, the MMHA will make every effort to collect it. The MMHA will follow its Collection Policy to recover amounts due it.

A. WRITING OFF DEBTS

Debts will be written off if:

The debtor's whereabouts are unknown and the debt is more than 2 years old.

A determination is made that the debtor is judgment proof.

The debtor is deceased.

The debtor is confined to an institution indefinitely or for more than 2 years.

Reserved

Chapter 16

COMMUNITY SERVICE

[24 CFR Part 960 Subpart F and 24 CFR 903.7(l)]

INTRODUCTION

[INSTRUCTION: The Quality Housing and Work Responsibility Act of 1998 mandates PHAs to require that adults living in public housing comply with community service requirements. On March 29, 2000, the Changes to Admission and Occupancy Requirements in the Public Housing and Section 8 Housing Assistance Program Final Rule was published in the Federal Register. Community Service requirements are effective October 1, 2000 for PHAs with fiscal years that start on or after 10/1/00.]

A. REQUIREMENT

Each adult resident of the PHA shall:

Contribute 8 hours per month of community service (not including political activities) within the community in which that adult resides; or

Participate in an economic self-sufficiency program (defined below) for 8 hours per month; or

Perform 8 hours per month of combined activities (community service and economic self-sufficiency program)

B. EXEMPTIONS

The PHA shall provide an exemption from the community service requirement for any individual who:

Is 62 years of age or older;

Is a blind or disabled individual, as defined under section 216[i][1] or 1614 of the Social Security Act, and who is unable to comply with this section, or is a primary caretaker of such individual;

Is engaged in a work activity as defined in section 407[d] of the Social Security Act;

Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program; or

Is in a family receiving assistance under a State program funded under part A of title IV of the Social Security Act, or under any other welfare program of the State in which the public housing agency is located, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such program.

The PHA will re-verify exemption status annually except in the case of an individual who is 62 years of age or older.

The PHA will permit residents to change exemption status during the year if status changes.

C. DEFINITION OF ECONOMIC SELF-SUFFICIENCY PROGRAM

For purposes of satisfying the community service requirement, participating in an economic self-sufficiency program is defined, in addition to the exemption definitions described above, by HUD as: Any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families.

These economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The PHA will give residents the greatest choice possible in identifying community service opportunities.

The PHA will consider a broad range of self-sufficiency opportunities.

D. ANNUAL DETERMINATIONS

For each public housing resident subject to the requirement of community service, the PHA shall, at least 30 days before the expiration of each lease term, review and determine the compliance of the resident with the community service requirement.

Such determination shall be made in accordance with the principles of due process and on a nondiscriminatory basis.

The PHA will verify compliance annually. If qualifying activities are administered by an organization other than the PHA, the PHA will obtain verification of family compliance from such third parties.

Family members will not be permitted to self-certify that they have complied with community service requirements.

E. NONCOMPLIANCE

If the PHA determines that a resident subject to the community service requirement has not complied with the requirement, the PHA shall notify the resident of such noncompliance, and that:

The determination of noncompliance is subject to the administrative grievance procedure under the PHA's Grievance Procedures; and

Unless the resident enters into an agreement to comply with the community service requirement, the resident's lease will not be renewed, and

The PHA may not renew or extend the resident's lease upon expiration of the lease term and shall take such action as is necessary to terminate the tenancy of the household, unless the PHA enters into an agreement, before the expiration of the lease term, with the resident providing for the resident to cure any noncompliance with the community service requirement, by participating in an economic self-sufficiency program for or contributing to community service as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease.

The head of household and the noncompliant adult must sign the agreement to cure.

Ineligibility for Occupancy for Noncompliance

The PHA shall not renew or extend any lease, or provide any new lease, for a dwelling unit for any household that includes an adult member who was subject to the community service requirement and failed to comply with the requirement.

F. PHA RESPONSIBILITY

The PHA will ensure that all community service programs are accessible for persons with disabilities.

The PHA will ensure that:

The conditions under which the work is to be performed are not hazardous;

The work is not labor that would be performed by the PHA's employees responsible for essential maintenance and property services; or

The work is not otherwise unacceptable.

G. PHA IMPLEMENTATION OF COMMUNITY SERVICE REQUIREMENT

- * The PHA's Community Service program is described in the PHA Plan.**
- * The PHA will administer its own community service program, with cooperative relationships with other entities.**
- * The PHA will administer the community service program through contracts and collaborative agreements with volunteer and community agencies.**
- * The PHA will provide to residents a brochure of community service and volunteer opportunities available throughout the community.**
- * The PHA will administer the community service requirement under this subsection through the Resident Council.**
- * The PHA will contract to a third party to [design/administer/monitor/evaluate] the community service program. The PHA will consider qualified resident councils to the maximum extent feasible.**
- * The PHA will contract to a number of third parties to administer the community service program. Contractors will be chosen to perform the following functions:**
 - * Case management and monitoring**
 - * Placement in community service positions**
 - * Liaison to volunteer agencies**
 - * Drug and alcohol counseling**
 - * Community service activities in public housing developments**

GLOSSARY

I. TERMS USED IN DETERMINING RENT

ANNUAL INCOME (24 CFR 5.609)

Annual income is the anticipated total income from all sources. This includes net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each

additional family member for the 12 month period following the effective date of initial determination or reexamination of income. It does not include income that is temporary, non-recurring, or sporadic as defined in this section, or income that is specifically excluded by other federal statute. Annual income includes:

The full amount before any payroll deductions, of wages and salaries, overtime pay, commissions fees, tips and bonuses, and other compensation for personal services.

The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business.

Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.

When the family has net family assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all net family assets, or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.

The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts.

NOTE: Treatment of lump sum payments for delayed or deferred periodic payment of social security or SSI benefits is dealt with later in this section.

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

All welfare assistance payments received by or on behalf of any family member. (24 CFR 913.106(b)(6) contains rules applicable to "as-paid" States).

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

All regular pay, special pay and allowances of a member of the Armed Forces (except special pay to a family member serving the Armed Forces who is exposed to hostile fire).

EXCLUSIONS FROM ANNUAL INCOME (24 CFR 5.609)

Annual income does not include the following:

Income from the employment of children (including foster children) under the age of 18 years;

Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);

Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health, and accident insurance and workers' compensation) capital gains, and settlement for personal property losses;

Amounts received by the family that are specifically for, or in reimbursement of the cost of medical expenses for any family member.

Income of a live-in aide, provided the person meets the definition of a live-in aide.

The full amount of student financial assistance paid directly to the student or the educational institution.

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

Amounts received under HUD funded training programs (e.g. Step-up program); excludes stipends, wages, transportation payments and child care vouchers for the duration of the training.

Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self Sufficiency (PASS).

Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out of pocket expenses incurred for items such as special equipment, clothing, transportation and childcare, to allow participation in a specific program.

Amount received as a Resident services stipend. A modest amount (not to exceed \$200 per month) received by a public housing resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as the resident member of the PHA governing Board. No resident may receive more than one such stipend during the same period of time.

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 family members 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.

Temporary, non-recurring, or sporadic income (including gifts).

Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era. (For all initial determinations and reexaminations of income on or after April 23, 1993.)

Earnings in excess of \$480 for each full-time student 18 years old or older, (excluding the head of household and spouse).

Adoption assistance payments in excess of \$480 per adopted child.

The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988 (42 U.S.C. 1437 et seq.), or any comparable Federal, State or local law during the exclusion period. For purposes of this paragraph the following definitions apply:

Comparable Federal, State or local law means a program providing employment training and supportive services that: (1) is authorized by a Federal, State or local law; (2) is funded by the Federal, State or local government; (3) is operated or administered by a public agency; and (4) has as its objective to assist participants in acquiring job skills.

Exclusion period means the period during which the resident participates in a program as described in this section plus 18 months from the date the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937. If the resident is terminated from employment without good cause, the exclusion period shall end.

Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

Deferred periodic payments from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.

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.

Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937.(A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion.

The following benefits are excluded by other Federal Statute as of August 3, 1933:

The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;

Payments to volunteers under the Domestic Volunteer Service Act of 1973; examples of programs under this Act include but are not limited to:

The Retired Senior Volunteer Program (RSVP)

Foster Grandparent Program (FGP)

Senior Companion Program (SCP)

Older American Committee Service Program

National Volunteer Antipoverty Programs such as:

VISTA

Peace Corps

Service Learning Program

Special Volunteer Programs

Small Business Administration Programs such as:

National Volunteer Program to Assist Small Businesses

Service Corps of Retired Executives

Payments received under the Alaska Native Claims Settlement Act. [43 USC 1626 (a)]

Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes. [25 USC 459e]

Payments or allowances made under the Department of HHS' Low Income Home Energy Assistance Program. [42 USC 8624 (f)]

Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 USC 1552 (b))

Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540).

The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC. 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior.

Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs. [20 USC 1087 uu] Examples: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College-Work Study, and Byrd Scholarships.

Payments received under programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)] Examples include Senior Community Services Employment Program, National Caucus Center on the Black Aged, National Urban League; Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.

Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In-Re Orange Product Liability litigation.

The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs of incurred in such care) under the Child Care and Development Block Grant Act of 1990. (42 USC 9858q)

Earned income tax credit refund payments received on or after January 1, 1991. (26 USC 32)(j).

Living allowances under Americorps Program (Nelson Diaz Memo to George Latimer 11/15/94)

ADJUSTED INCOME

Annual income, less allowable HUD deductions.

Note: Under the Continuing Resolution, PHAs are permitted to adopt other adjustments to earned income for residents of Public Housing, but must absorb any resulting loss in rental income.

All Families are eligible for the following:

Child Care Expenses: A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which the Annual Income is computed. Child care expenses are only allowable when such care is necessary to enable a family member to be gainfully employed or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (1) The amount of income earned by the family member released to work, or (2) an amount determined to be reasonable by the PHA when the expense is incurred to permit education.

Dependent Deduction. An exemption of \$480 for each member of the family residing in the household (other than the head or spouse, live-in aide, foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, handicapped, or a full-time student.

Handicapped Expenses. A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for handicapped family members where such expenses are necessary to permit a family member(s), including the handicapped/disabled member to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for visually handicapped, and equipment added to cars and vans to permit use by the handicapped or disabled family member.

For non-elderly families and elderly families without medical expense: The amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.

For elderly families with medical expenses: The amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three percent of Annual Income, (provided the amount does not exceed earnings) plus medical expenses as defined below.

For Elderly and Disabled Families Only:

Medical Expenses: A deduction of unreimbursed medical expenses, including insurance premiums anticipated for the period for which Annual Income is computed. Medical expenses include, but are not limited to: services of physicians and other health care professionals, services of health care facilities; insurance premiums, including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by the PHA for the purpose of determining a deduction from the income, the expenses claimed must be verifiable.

For elderly families without handicapped expenses: The amount of the deduction shall equal total medical expenses less 3% of annual income.

For elderly families with both handicapped and medical expenses: The amount of handicapped assistance is calculated first, then medical expenses are added.

Elderly/Disabled Household Exemption: An exemption of \$400 per household.

II. GLOSSARY OF HOUSING TERMS

ACCESSIBLE DWELLING UNITS. When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, or altered, can be approached, entered, and used by individuals with physical handicaps. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR 8.32 & 40, (the Uniform Federal Accessibility Standards) is "accessible" within the meaning of this paragraph.

ACCESSIBLE FACILITY. All or any portion of a facility other than an individual dwelling unit used by individuals with physical handicaps.

ACCESSIBLE ROUTE. For persons with a mobility impairment, a continuous, unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards (UFAC). For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.

ADAPTABILITY. Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons; or ability to meet the needs of persons with different types and degrees of disability.

ADMISSION. Admission to the program is the effective date of the lease. The point at which a family becomes a resident.

ALLOCATION PLAN. The plan submitted by the PHA and approved by HUD under which the PHA is permitted to designate a building, or portion of a building, for occupancy by Elderly Families or Disabled Families.

ANNUAL INCOME AFTER ALLOWANCES. The Annual Income (described above) less the HUD-approved allowances.

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

"AS-PAID" STATES. States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

ASSETS. (See Net Family Assets.)

AUXILIARY AIDS. Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs and activities.

CEILING RENT. An amount that reflects the reasonable market value of the housing unit, but not less than the sum of the monthly per-unit operating costs and a deposit to a replacement reserve. The family pays the lower of the ceiling rent or the formula tenant rent.

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

COVERED FAMILIES. The statutory term "covered families" designates the universe of families who are required to participate in a welfare agency economic self-sufficiency program and may, therefore, be the subject of a welfare benefit sanction for noncompliance with this obligation. "Covered families" means families who receive welfare assistance or other public assistance benefits from a State or other public 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 the assistance.

DEPENDENT. A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or older.

DESIGNATED FAMILY. The category of family for whom the PHA elects to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 housing Act. (24 CFR 945.105)

DISABILITY ASSISTANCE EXPENSE. Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and or 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. A disabled family may include 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.**

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.

DISALLOWANCE. Exclusion from annual income.

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

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

DRUG-RELATED CRIMINAL ACTIVITY. Term means:

Drug-trafficking; or

Illegal use, or possession for personal use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

DRUG TRAFFICKING. The illegal manufacture, sale, distribution or the possession with intent to manufacture, sell, or distribute a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

ECONOMIC SELF-SUFFICIENCY PROGRAM. Any program designed to encourage, assist, train, or facilitate the economic independence of assisted families or to provide work for such families. Economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, any other program necessary to ready a participant to work (such as: substance abuse or mental health treatment. Economic self-sufficiency program includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). See the definition of work activities at Sec. 5.603(c). The new definition of the term "economic self-sufficiency program" is used in the following regulatory provisions, pursuant to the Public Housing Reform Act: family income includes welfare benefits reduced because of family failure to comply with welfare agency requirements to participate in an economic self-sufficiency program; and the requirement for public housing residents to participate in an economic self-sufficiency program or other eligible activities.

ELDERLY FAMILY. A family whose head or spouse or whose sole member is at least 62 years, or two or more persons who are at least 62 years of age or a disabled person. It may include two or more elderly, disabled persons living together or one or more such persons living with one or more live-in aides.

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

ELIGIBLE FAMILY (Family). A family is defined by the PHA in the Admission and Continued Occupancy Plan.

EXCEPTIONAL MEDICAL OR OTHER EXPENSES. Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 which exceeded 25% of the Annual Income. It is no longer used.

EXCESS MEDICAL EXPENSES. Any medical expenses incurred by elderly families only in excess of 3% of Annual Income which are not reimbursable from any other source.

EXTREMELY LOW-INCOME FAMILY. A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

FAMILY. The applicant must qualify as a family as defined by the PHA.

FAMILY OF VETERAN OR SERVICEPERSON. A family is a "family of veteran or serviceperson" when:

The veteran or serviceperson (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.

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

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

FLAT RENT. Rent for a public housing dwelling unit that is based on the market rent. The market rent is the rent charged for comparable units in the private, unassisted rental market at which the PHA could lease the public housing unit after preparation for occupancy.

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

FULL-TIME STUDENT. A person who is attending school or vocational training on a full-time basis.

HANDICAPPED ASSISTANCE EXPENSES. Anticipated costs for care attendants and auxiliary apparatus for handicapped or disabled family members which enable a family member (including the handicapped family member) to work.

HANDICAPPED PERSON. [Referred to as a Person with a Disability]. A person having a physical or mental impairment which is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such a nature that such ability could be improved by more suitable housing conditions.

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

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

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. The Act in which the U.S. Housing Act of 1937 was recodified, and which added the Section 8 Programs.

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

HOUSING QUALITY STANDARDS (HQS). The HUD minimum quality standards for housing assisted under the Public Housing and Section 8 programs.

HUD. The Department of Housing and Urban Development or its designee.

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

HURRA. The Housing and Urban/Rural Recovery Act of 1983 legislation that resulted in most of the 1984 HUD Regulation changes to the definition of income, allowances, and rent calculations.

IMPUTED ASSET. Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

IMPUTED INCOME. HUD passbook rate times the total cash value of assets, when assets exceed \$5,000.

IMPUTED WELFARE INCOME. The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income. This amount is included in family annual income and, therefore, reflected in the family rental contribution based on this income.

INCOME. Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

INCOME-BASED RENT. The tenant rent paid to the PHA that is based on family income and the PHA rental policies. The PHA uses a percentage of family income or some other reasonable system to set income-based rents. The PHA has broad flexibility in deciding how to set income-based rent for its tenants. However, the income-based tenant rent plus the PHA's allowance for tenant paid utilities may not exceed the "total tenant payment" as determined by a statutory formula.

INCOME FOR ELIGIBILITY. Annual Income.

INCOME TARGETING. The HUD admissions requirement that PHAs not admit less than the number required by law of families whose income does not exceed 30% of the area median income in a fiscal year.

INDIAN. Any person recognized as an Indian or Alaska Native by an Indian Tribe, the federal government, or any State.

INDIAN HOUSING AUTHORITY (IHA). A housing agency established either by exercise of the power of self-government of an Indian Tribe, independent of State law, or by operation of State law providing specifically for housing authorities for Indians.

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

INVOLUNTARILY DISPLACED PERSON. Involuntarily Displaced Applicants are applicants who meet the HUD definition for the local preference, formerly known as a federal preference.

LANDLORD. Either the legal owner of the property, or the owner's representative or managing agent as designated by the owner.

LEASE. A written agreement between an owner and an eligible family for the leasing of a housing unit.

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

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

Is not obligated for the support of the person.

Would not be living in the unit except to provide necessary supportive services.

LOCAL PREFERENCE. A preference used by the PHA to select among applicant families without regard to their date and time of application.

LOW-INCOME FAMILY. This definition replaces a previous statutory reference. Generally, "low-income" designates a family whose income does not exceed 80 percent of area median income, with certain adjustments.

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

MEDICAL EXPENSES. Those total medical expenses anticipated during the period for which Annual Income is computed, and which are not covered by insurance. (Only Elderly Families qualify) The allowances are applied when medical expenses exceed 3% of Annual Income.

MINIMUM RENT. An amount established by the PHA between zero and \$50.00.

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

MONTHLY ADJUSTED INCOME. 1/12 of the Annual Income after Allowances.

MONTHLY INCOME. 1/12 of the Annual Income before allowances.

NEAR-ELDERLY FAMILY. A family whose head, spouse, or sole member is at least 50, but less than 62 years of age. The term includes two or more near-elderly persons living together and one or more such persons living with one or more live-in aides.

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

OCCUPANCY STANDARDS. [Now referred to as **Subsidy Standards**] Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions.

PARTICIPANT. A family that has been admitted to the PHA program, and is currently assisted in the program.

PERSON WITH DISABILITIES

1. A person who has a disability, as defined in 42 U. S. C. 423, and is determined, under HUD regulations, to have a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions.
2. A person who has a developmental disability as defined in 42 U.S.C. 6001.
3. An "individual with handicaps", as defined in 24 CFR 8.3, for purposes of reasonable accommodation and program accessibility for persons with disabilities
4. Does not exclude persons who have AIDS or conditions arising from AIDS
5. Does not include a person whose disability is based solely on any drug or alcohol dependence (for low income housing eligibility purposes)

PREMISES. The building or complex in which the dwelling unit is located including common areas and grounds.

PREVIOUSLY UNEMPLOYED. Includes a person who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

PUBLIC ASSISTANCE. Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.

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

QUALIFIED FAMILY. A family residing in public housing whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment; or increased earnings by a family member during participation in any economic self-sufficiency or on the job training program; or new employment or increased earnings of a family member, during or within 6 months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA in consultation with the local TANF agency and Welfare to Work programs. TANF includes income and benefits & services such as one time payments, wage subsidies & transportation assistance, as long as the total amount over a 6-month period is at least \$500.

QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998. The Act which amended the U.S. Housing Act of 1937 and is known as the Public Housing Reform Bill. The Act is directed at revitalizing and improving HUD's Public Housing and Section 8 assistance programs.

RECERTIFICATION. Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if no interim changes are reported by the family.

REMAINING MEMBER OF TENANT FAMILY. Person left in assisted housing after other family members have left and become unassisted.

RESIDENCY PREFERENCE. A local preference for admission of persons who reside in a specified geographic area.

RESPONSIBLE ENTITY. For the public housing, Section 8 tenant-based assistance, project-based certificate assistance and moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

SECRETARY. The Secretary of Housing and Urban Development.

SECURITY DEPOSIT. A dollar amount which can be collected from the family by the owner upon termination of the lease and applied to unpaid rent, damages or other amounts owed to the owner under the lease according to State or local law.

SERVICEPERSON. A person in the active military or naval service (including the active reserve) of the United States.

SINGLE PERSON. A person living alone or intending to live alone who is not disabled, elderly, or displaced, or the remaining member of a tenant family.

SPECIFIED WELFARE BENEFIT REDUCTION. Those reductions of welfare agency benefits (for a covered family) that may not result in a reduction of the family rental contribution. "Specified welfare benefit reduction" means 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.

SPOUSE. The marriage partner of the head of the household.

SUBSIDIZED PROJECT. A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of:

Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or

Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or

Direct loans pursuant to Section 202 of the Housing Act of 1959; or

Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;

Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency;

A Public Housing Project.

SUBSIDY STANDARDS. Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

TENANT. (Synonymous with resident) The person or persons who executes the lease as lessee of the dwelling unit.

TENANT RENT. The amount payable monthly by the family as rent to the PHA.

TOTAL TENANT PAYMENT (TTP). The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

UNIT/HOUSING UNIT. Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from zero bedrooms to six bedrooms.

UTILITIES. Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

UTILITY ALLOWANCE. The PHA's estimate of the average monthly utility bills for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities.

UTILITY REIMBURSEMENT PAYMENT. The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

VERY LARGE LOWER-INCOME FAMILY. Prior to the change in the 1982 regulations this meant a lower-income family which included eight or more minors. (Term no longer used)

VERY LOW INCOME FAMILY. A Low-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

VETERAN. A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.

VIOLENT CRIMINAL ACTIVITY. Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

WAITING LIST. A list of families organized according to HUD regulations and PHA policy who are waiting for subsidy to become available.

WELFARE ASSISTANCE. Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, state, or local governments. **"Welfare assistance" means income assistance from Federal or State welfare programs, and includes only cash maintenance payments designed to meet a family's ongoing basic needs.** The definition borrows from the Department of Health and Human Services' TANF definition of "assistance" and excludes nonrecurring short-term benefits designed to address individual crisis situations. **For FSS purposes, the following do not constitute welfare assistance: food stamps; emergency rental and utilities assistance; and SSI, SSDI, and Social Security.**

III. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE

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

CITIZEN. A citizen or national of the United States.

EVIDENCE. Evidence of citizenship or eligible immigration status means the documents which must be submitted to evidence citizenship or eligible immigration status.

PHA. A housing authority- either a public housing agency or an Indian housing authority or both.

HEAD OF HOUSEHOLD. The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

HUD. Department of Housing and Urban Development.

INS. The U.S. Immigration and Naturalization Service.

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

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

NONCITIZEN. A person who is neither a citizen nor nation of the United States.

PHA. A housing authority who operates Public Housing.

RESPONSIBLE ENTITY. The person or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status (the PHA).

SECTION 214. Section 214 restricts HUD from making financial assistance available for noncitizens unless they meet one of the categories of eligible immigration status specified in Section 214.

SPOUSE. Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads." "Co-head" is a term recognized by some HUD programs, but not by public and Indian housing programs.

PROGRAM INTEGRITY ADDENDUM

INTRODUCTION

The U.S. Department of HUD conservatively estimates that 600 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental subsidy

than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible or are receiving benefits that exceed their legal entitlement. The MMHA is committed to assure that the proper level of benefits is paid to all tenants and that housing resources reach only income-eligible families so that program integrity can be maintained.

The MMHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This chapter outlines the MMHA's policies for the prevention, detection and investigation of program abuse and tenant fraud.

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will the MMHA undertake an inquiry or an audit of a tenant family arbitrarily. The MMHA's expectation is that tenant families will comply with HUD requirements, provisions of the lease, and other program rules. The MMHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the MMHA has a responsibility to HUD, to the community, and eligible families in need of housing assistance to monitor tenants for compliance and, when indicators of possible abuse come to the MMHA's attention, to investigate such claims.

The MMHA will initiate an investigation of a tenant family only in the event of one or more of the following circumstances:

Referrals, Complaints, or Tips. The MMHA will follow up on referrals received by mail, by telephone, or in person from other agencies, companies or persons alleging that a tenant family is in noncompliance with or otherwise violating the lease or the program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the tenant file.

Internal File Review. A follow-up will be made if MMHA staff discovers (as a function of a [re]certification, an interim redetermination, or a quality control review) information or facts which conflict with previous file data, the MMHA's knowledge of the family, or statements made by the family.

Verification or Documentation. A follow-up will be made if the MMHA receives independent verification or documentation that conflicts with representations in the tenant file (such as public record information or reports from credit bureaus or other agencies).

B. STEPS THE MMHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

The management staff will utilize various methods and practices (listed below) to prevent program abuse, noncompliance, and willful violations of program rules by applicants and tenant families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by tenant families.

Things You Should Know (HUD 1140-OIG). This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules and to clarify the MMHA's expectations for cooperation and compliance.

Program Orientation Session. Mandatory orientation sessions will be conducted by the Housing Manager for all prospective tenants either prior to or upon execution of the lease. At the conclusion of all program orientation sessions, the family representative will be required to sign a program briefing certificate to confirm that all rules and pertinent regulations were explained to them.

Resident Counseling. The MMHA will routinely provide tenant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.

Review and Explanation of Forms. Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

Use of Instructive Signs and Warnings. Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse

Tenant Certification. All family representatives will be required to sign a tenant certification form.

C. STEPS THE MMHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD

The MMHA Staff will maintain a high level of alertness to indicators of possible abuse and fraud by assisted families.

Quality Control File Reviews. Prior to initial certification and at the completion of all subsequent recertifications, each tenant file will be reviewed. At a minimum, such reviews shall examine:

Changes in reported Social Security numbers or dates of birth

Authenticity of file documents

Ratio between reported income and expenditures

Consistency of signatures with previously signed file documents

Observation. The MMHA management and occupancy staff (to include maintenance personnel) will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

Public Record Bulletins. These bulletins may be reviewed by management and staff.

State Wage Data Record Keepers. Inquiries to state wage and employment record-keeping agencies, as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits

Credit Bureau Inquiries. Credit bureau inquiries may be made (with proper authorization by the tenant) in the following circumstances:

At the time of final eligibility determination

D. THE MMHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

The MMHA staff will encourage all tenant families to report suspected abuse to the Housing Manager. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the tenant file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The MMHA will not follow up on allegations which are vague or otherwise non-specific. They will only review allegations that contain one or more independently verifiable fact(s).

File Review. An internal file review will be conducted to determine whether the subject of the allegation is a tenant of the MMHA and, if so, whether the information reported has been previously disclosed by the family. The MMHA will then determine whether it is the most appropriate authority to do a follow-up (as compared to police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

Conclusion of Preliminary Review. If at the conclusion of the preliminary file review there are facts contained in the allegation that conflict with file data, and that are independently verifiable, the Housing Manager will initiate an investigation to determine if the allegation is true or false.

E. HOW THE MMHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If the MMHA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file or a person designated by the Executive Director to monitor program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include the items listed below. In all cases, the MMHA will secure the written authorization from the program participant for the release of information.

Credit Bureau Inquiries. In cases involving previously unreported income sources, a credit bureau inquiry may be made to determine whether the financial activity of the family conflicts with the family's reported income.

Verification of Credit. In cases where the financial activity conflicts with file data, a verification of credit form may be mailed to the creditor in order to determine the source of unreported income.

Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.

Neighbors/Witnesses. Neighbors and/or other witnesses who are believed to have direct or indirect knowledge of facts pertaining to the MMHA's review may be interviewed.

Other Agencies. Investigators, caseworkers or representatives of other benefit agencies may be contacted.

Public Records. The MMHA will review any public records kept in any jurisdictional courthouse. Examples of public records which may be checked are real estate records, marriage and divorce records, uniform commercial code financing statements, voter registration rolls, judgments, court or police records, state wage records, utility records and postal records.

Interviews with Head of Household or Family Members. The MMHA will discuss the allegation (or details thereof) with the head of household or family member by scheduling an appointment at the appropriate MMHA office. A high standard of courtesy and professionalism will be maintained by the MMHA staff person who conducts such interviews. Under no circumstances will inflammatory language, accusations, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

F. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE MMHA

Documents and other evidence obtained by the MMHA during the course of an investigation will be considered "work product" and will be kept either in the tenant file or in a separate "work file." In either case, the tenant file or work file shall be kept in a locked file cabinet. Such cases under review will be discussed only among MMHA staff who are involved in the process or have information that may assist in the investigation.

G. CONCLUSION OF THE MMHA'S INVESTIGATIVE REVIEW

At the conclusion of the investigative review, the reviewer will report the findings to the Executive Director or designee. It will then be determined whether the facts are conclusive and, if so, whether a violation has or has not occurred.

H. EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, the MMHA will review the facts to determine:

What type of violation has occurred (procedural non-compliance, fraud)

Whether the violation was intentional or unintentional

What amount of money (if any) is owed by the tenant

Whether the family is eligible for continued occupancy

I. ACTION PROCEDURES FOR VIOLATIONS THAT HAVE BEEN DOCUMENTED

Once a program violation has been documented, the MMHA will propose the most appropriate remedy based upon the type and severity of the violation.

Procedural Noncompliance

This category applies when the tenant "fails to" observe a procedure or requirement of the MMHA but does not misrepresent a material fact and there is no retroactive rent owed by the family. Examples of noncompliance violations are:

Failure to appear at a prescheduled appointment

Failure to return verification in the time period specified by the MMHA

Warning Notice to the Family. In such cases a notice containing the following will be sent to the family:

A description of the noncompliance and the procedure, policy or obligation which was violated

The action which will be taken by the MMHA if the procedure or obligation is not complied with by the date specified by the MMHA

The consequences of repeated (similar) violations.

Procedural Noncompliance - Retroactive Rent

When the tenant owes money to the MMHA for failure to report changes in income or assets, the MMHA will issue a notice of underpaid rent. This notice will contain the following:

A description of the violation and the date(s)

Any amounts owed to the MMHA

The number of days within which a response must be received

Acknowledgment of the tenant's right to disagree and to request an informal hearing, along with instructions for requesting such a hearing

Tenant Fails to Comply with MMHA's Notice. If the tenant fails to comply with the MMHA's notice and a material provision of the lease has been violated, the MMHA will initiate termination of tenancy.

Tenant Complies with MMHA's Notice. When a tenant complies with the MMHA's notice the staff person responsible will meet with him/her to discuss and explain the obligation or lease provision which was violated. The staff person will document the meeting and maintain the meeting notes in the tenant file.

Intentional Misrepresentations

When a tenant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would result) in an underpayment of rent by the tenant, the MMHA will evaluate whether or not:

The tenant had knowledge that his/her actions were wrong

The tenant willfully violated the lease or the law

Knowledge. This will be evaluated by determining whether the tenant was made aware of program requirements and prohibitions. The tenant's signature on various certifications, the briefing certificate, and the personal declaration are adequate to establish knowledge of wrongdoing.

Willful intent. Any of the following circumstances will be considered adequate to demonstrate willful intent:

An admission by the tenant of the misrepresentation

Repetition of the misrepresentation

Use of a false name or Social Security number

Admissions of the illegal action or omission by the tenant to others

Omission of material facts known to the tenant (e.g., employment of the tenant or other household member)

Falsification, forgery or altering of documents

Uttering and certifying to statements at a rent (re)determination that are later independently verified to be false

The Tenant Conference for Serious Violations and Misrepresentations

When the MMHA has established that a material misrepresentation has occurred, a tenant conference will be scheduled with the family representative and the MMHA staff person who is most knowledgeable about the circumstances of the case.

This conference will take place prior to any proposed action by the MMHA. The purpose of such a conference is to review the information and evidence obtained by the MMHA with the tenant and to give the tenant an opportunity to explain any document findings which conflict with representations in the tenant file. Any documents or mitigating circumstances presented by the tenant will be taken into consideration by the MMHA. The tenant will be given 5 days to furnish any mitigating evidence.

A secondary purpose of the tenant conference is to assist the MMHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the MMHA will consider:

The duration of the violation

The number of false statements

The tenant's ability to understand the rules

The tenant's willingness to cooperate and to accept responsibility for his/her actions

The amount of money involved

The tenant's history

The presence or absence of criminal intent

Dispositions of Cases Involving Misrepresentations

In all cases of misrepresentations involving efforts to recover monies owed, the MMHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

Criminal Prosecution: If the MMHA has established criminal intent and the case meets the criteria for prosecution, the MMHA may:

Refer the case to the local state or district attorney, notify HUD's regional inspector general for investigation (RIGI), and terminate rental assistance.

Administrative Remedies: The MMHA may:

Terminate tenancy and demand restitution in full.

Terminate tenancy and pursue restitution through civil litigation.

Permit continued occupancy at the correct rent and execute an administrative repayment agreement in accordance with the MMHA's repayment policy.

Notification to Tenant of Proposed Action

The MMHA will notify the tenant of the proposed action by certified mail no later than 10 days after the tenant conference.