

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: 2008

PHA Name: Housing Authority of the City of Sumter

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: Housing Authority of the City of Sumter **PHA Number:** SC023

PHA Fiscal Year Beginning: (mm/yyyy) 01/2008

PHA Programs Administered:

Public Housing and Section 8 **Section 8 Only** **Public Housing Only**
 Number of public housing units: 327 Number of S8 units: Number of public housing units:
 Number of S8 units: 925

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: Donna Lamer Phone: 803-775-9613
 TDD: 800-545-1833 Email (if available): dlamer@sc.rr.com

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 2008

[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-LLL a, 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.

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.

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

- If yes, how many lists? 2
3. Yes No: May families be on more than one list simultaneously
If yes, how many lists? 2
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? 10

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:

c. What actions will the PHA undertake to implement the program this year (list)? The Sumter Housing Authority will hold an Open House for individuals interested in the program and will selected from income eligible participates. We will develop partnerships to establish a Home Ownership Resource Center, which will help us identify source's for funding down payments, and other associated costs as allowed.

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): We are establishing a partnership with Sumter County DCD, they have 2 Certified Homeownership counselor's on staff for approximately 5 yrs
- 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): Tax Credits not to exceed 10% of allocation with the maximum not to exceed 95 units.

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: Sumter City & County

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)

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
	<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
X	Fair Housing Documentation Supporting Fair Housing Certifications: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans
X	Housing Needs Statement of the Consolidated Plan for the jurisdiction(s) in which the PHA is located and any additional backup data to support statement of housing needs for families on the PHA’s public housing and Section 8 tenant-based waiting lists.	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP] and the Site-Based Waiting List Procedure.	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Deconcentration Income Analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. <input checked="" type="checkbox"/> Check here if included in the public housing A&O Policy.	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the method for setting public housing flat rents. <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development. <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment standard policies. <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation).	Annual Plan: Operations and Maintenance
X	Results of latest Public Housing Assessment System (PHAS) Assessment (or	Annual Plan: Management

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
	other applicable assessment).	and Operations
	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
	Any policies governing any Section 8 special housing types <input 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
	Section 8 informal review and hearing procedures. <input type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
X	The Capital Fund/Comprehensive Grant Program Annual Statement /Performance and Evaluation Report for any active grant year.	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants.	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans, or any other approved proposal for development of public housing.	Annual Plan: Capital Needs
X	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
	Approved or submitted applications for demolition and/or disposition of public housing.	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans).	Annual Plan: Designation of Public Housing
	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
	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	Annual Plan: Voluntary Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans.	Annual Plan: Homeownership
X	Policies governing any Section 8 Homeownership program (Section _____ of the Section 8 Administrative Plan)	Annual Plan: Homeownership
X	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
	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
	FSS Action Plan(s) for public housing and/or Section 8.	Annual Plan: Community Service & Self-Sufficiency
	Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing.	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) program reports for public housing.	Annual Plan: Community Service & Self-Sufficiency
X	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). <input 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
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

PHA Name: **HOUSING AUTHORITY of the CITY of SUMTER**
 Streamlined Annual Plan for Fiscal Year **2007**
 HA Code: **SC023**

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
	Consortium agreement(s) and for Consortium Joint PHA Plans <u>Only</u> : Certification that consortium agreement is in compliance with 24 CFR Part 943 pursuant to an opinion of counsel on file and available for inspection.	Joint Annual PHA Plan for 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: The Housing Authority of the City of Sumter			Grant Type and Number Capital Fund Program Grant No: SC16P023501-08 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 (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	55,307.32			
3	1408 Management Improvements	25,000.00			
4	1410 Administration	55,307.20			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	30,000.00			
8	1440 Site Acquisition				
9	1450 Site Improvement	45,000.00			
10	1460 Dwelling Structures	158,688.00			
11	1465.1 Dwelling Equipment—Nonexpendable	30,000.00			
12	1470 Nondwelling Structures	25,000.00			
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	1501 Collateralization or Debt Service	128,769.48			
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	553,072.00			
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				

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					
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<input checked="" 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
	Measures				

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
PHA Name: The Housing Authority of the City of Sumter			Grant Type and Number Capital Fund Program Grant No: SC16P023501-08 Replacement Housing Factor Grant No:			Federal FY of Grant: 2008		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA-WIDE	OPERATIONS	1406		55,307.32				
PHA-WIDE	COMPUTER UPGRADE SOFTWARE	1408		25,000.00				
PHA-WIDE	MODERNIZATION COORDINATOR'S SALARIESFRINGE	1410		55,307.20				
PHA-WIDE	FEES & COSTS	1430		30,000.00				
PHA-WIDE	SITE IMPROVEMENTS: LANDSCAPING, SIGNS & CONCRET	1450		45,000.00				

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 II: Supporting Pages								
PHA Name: The Housing Authority of the City of Sumter			Grant Type and Number Capital Fund Program Grant No: SC16P023501-08 Replacement Housing Factor Grant No:			Federal FY of Grant: 2008		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA-WIDE	SKIMMING & PAINT DRYWALL	1460		60,000.00				
PHA-WIDE	REPLACE TILES 1 ST FLOORS	1460		49,500.00				
PHA-WIDE	CEILINGS, BASEBOARDS & CHAIR RAILS	1460		9,188.00				
AMP 2 SC023004 / 008	SEWER DRAINAGE REPAIRS	1460		40,000.00				
PHA-WIDE	STOVE , REFRIDGERATOR'S & DUMPSTERS	1465.1		30,000.00				
PHA-WIDE	REMOTE OFFICES	1470		25,000.00				
PHA WIDE	DEBT SERVICE	1501		128,769.48				

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 III: Implementation Schedule							
PHA Name: The Housing Authority of the City of Sumter			Grant Type and Number Capital Fund Program No: SC16P023501-08 Replacement Housing Factor No:				Federal FY of Grant: 2008
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
SC023002	09/12/10			09/12/12			
SC023004	09/12/10			09/12/12			
SC023008	09/12/10			09/12/12			

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: The Housing Authority of the City of Sumter			Grant Type and Number Capital Fund Program Grant No: SC16P023501-07 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 (revision no:) <input checked="" 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	55,307.12			
3	1408 Management Improvements	25,000.00			
4	1410 Administration	55,307.20			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	28,000.00			
8	1440 Site Acquisition				
9	1450 Site Improvement	25,000.00			
10	1460 Dwelling Structures	200,688.20			
11	1465.1 Dwelling Equipment—Nonexpendable	15,000.00			
12	1470 Nondwelling Structures	20,000.00			
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	1501 Collateralization or Debt Service	128,769.48			
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21	Amount of Annual Grant: (sum of lines 2 – 20)	553,072.00			
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
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25	Amount of Line 21 Related to Security – Hard				

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

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<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:)					
<input checked="" 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
	Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
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Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA-WIDE	OPERATIONS	1406		55,307.12				
PHA-WIDE	COMPUTER UPGRADE SOFTWARE	1408		25,000.20				
PHA-WIDE	MODERNIZATION COORDINATOR'S SALARIESFRINGE	1410		55,307.20				
PHA-WIDE	FEES & COSTS	1430		28,000.00				

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

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Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA-WIDE	SITE IMPROVEMENTS: LANDSCAPING, SIGNS & CONCRET	1450		25,000.00				
PHA-WIDE	ELECTRICAL, LIGHTING, EXHAUST FAN REPLACEMENT	1460		70,000.00				
PHA-WIDE	BATHROOM RENOVATIONS & PLUMBING REPLACEMENT	1460		88,000.00				
PHA-WIDE	CEILINGS, DRYWALL, BASEBOARDS & CHAIR RAILS	1460		21,238.00				
SC023002 HM AMP2	REPLACE EXTERIOR DOORS AND HARDWARE	1460	36	5,400.00				
SC023004 RAST AMP2	REPLACE EXTERIOR DOORS AND HARDWARE	1460	42	6,300.00				
SC023008 PWG AMP 2	REPLACE EXTERIOR DOORS AND HARDWARE	1460	41	6,150.00				
SC023002 HM AMP 2	WATER HEATER REPLACEMENTS	1460	36	3,600.20				

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 III: Implementation Schedule							
PHA Name: The Housing Authority of the City of Sumter			Grant Type and Number Capital Fund Program No: SC16P023501-07 Replacement Housing Factor No:				Federal FY of Grant: 2007
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
SC023002	09/12/09			09/12/11			
SC023004	09/12/09			09/12/11			
SC023008	09/12/09			09/12/11			

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: The Housing Authority of the City of Sumter		Grant Type and Number Capital Fund Program Grant No: SC16P023501-06 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 (revision no:02) <input checked="" 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	32,814.00	32,814.00	0.00	0.00
3	1408 Management Improvements	29,825.00	29,825.00	2,595.00	2,595.00
4	1410 Administration	51,723.00	51,723.00	51,723.00	44,194.00
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	30,000.00	77,515.00	77,515.00	51,632.19
8	1440 Site Acquisition				
9	1450 Site Improvement	30,000.00	30,000.00	0.00	0.00
10	1460 Dwelling Structures	169,104.00	75,351.00	75,351.00	0.00
11	1465.1 Dwelling Equipment— Nonexpendable	25,000.00	25,000.00	0.00	0.00
12	1470 Nondwelling Structures	20,000.00	110,000.00	110,000.00	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				

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: The Housing Authority of the City of Sumter		Grant Type and Number Capital Fund Program Grant No: SC16P023501-06 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 (revision no:02) <input checked="" 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
19	1501 Collateralization or Debt Service	128,769.00	128,769.00	128,769.00	0.00
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	517,235.00	560,997.00	445,953.00	98,421.19
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				

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 II: Supporting Pages								
PHA Name: The Housing Authority of the City of Sumter		Grant Type and Number Capital Fund Program Grant No: SC16P023501-06 Replacement Housing Factor Grant No:				Federal FY of Grant: 2006		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA-WIDE	GENERAL OPERATIONS	1406		32,814.00	32,814.00	0.00	0.00	
PHA-WIDE	MANAGEMENT IMPROVEMENTS - COMPUTER UPGRADE	1408		29,825.00	29,825.00	2,595.00	2,595.00	
PHA-WIDE	MODERNAZITION COORDINATOR SALARIES/FRINGE	1410		51,723.00	51,723.00	51,723.00	44,194.00	
PHA-WIDE	FEES & COSTS	1430		30,000.00	77,515.00	77,515.00	51,632.19	
23-2, 4 & 8	LANDSCAPING, CONCRETE WORK	1450		30,000.00	30,000.00	0.00	0.00	
23-2, 4 & 8	COMMODES, CABINETS, SINKS,RANGE HOODS, WOODBASE & CHAIR RAILS, CEILINGS, DRYWALL	1460		169,104.00	75,351.00	75,351.00	0.00	
23-2, 4 & 8	APPLIANCE REPLACEMENTS	1465.1		25,000.00	25,000.00	0.00	0.00	
PHA-WIDE	ADMIN OFFICES – NEW ROOF & 2 HVAC UNIT REPLACEMENTS	1470		20,000.00	110,000.00	110,000.00	0.00	
PHA-WIDE	DEBT SERVICE	1501		128,769.00	128,769.00	128,769.00	0.00	
	TOTALS			517,235.00	560,997.00	445,953.00	98,421.19	

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 III: Implementation Schedule							
PHA Name: The Housing Authority of the City of Sumter			Grant Type and Number Capital Fund Program No: SC16P023501-06 Replacement Housing Factor No:			Federal FY of Grant: 2006	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
SC023002	07/17/08			07/17/10			
SC023004	07/17/08			07/17/10			
SC023008	07/17/08			07/17/10			

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan					
Part I: Summary					
PHA Name HOUSING AUTHORITY OF THE CITY OF SUMTER				<input checked="" 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: 2009 PHA FY: 2009	FFY Grant: 2010 PHA FY: 2010	FFY Grant: 2011 PHA FY: 2011	FFY Grant: 2012 PHA FY: 2012
PHA WIDE	Annual Statement	170,614.52	170,614.52	170,614.52	170,614.52
AMP 1		106,844.00	106,844.00	106,844.00	106,844.00
AMP 2		146,844.00	146,844.00	146,844.00	146,844.00
*PHA WIDE DEBT SERVICE		128,769.48	128,769.48	128,769.48	128,769.48
CFP Funds Listed for 5-year planning		553,072.00	553,072.00	553,072.00	553,072.00
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 :2009 FFY Grant: 2009 PHA FY: 2009			Activities for Year: 2010 FFY Grant: 2010 PHA FY: 2010		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See	AMP 1	SITE IMPROVEMENTS	20,000.00	AMP 1	SITE IMPROVEMENTS	20,000.00
Annual	AMP 1	DWELLING EQUIPMENT	15,000.00	AMP 1	DWELLING EQUIPMENT	15,000.00
Statement	AMP 1	DWELLING STRUCTURES	59,344.00	AMP 1	DWELLING STRUCTURES	59,344.00
	AMP 1	REMOTE OFFICES	12,500.00	AMP 1	REMOTE OFFICES	12,500.00
	AMP 2	SITE IMPROVEMENTS	25,000.00	AMP 2	SITE IMPROVEMENTS	25,000.00
	AMP 2	DWELLING STRUCTURES	99,344.00	AMP 2	DWELLING STRUCTURES	99,344.00
	AMP 2	DWELLING EQUIPMENT	15,000.00	AMP 2	DWELLING EQUIPMENT	15,000.00
	AMP 2	REMOTE OFFICES	12,500.00	AMP 2	REMOTE OFFICES	12,500.00
	Total CFP Estimated Cost		\$553,072.00	Total CFP Estimated Cost		\$553,072.00

8. Capital Fund Program Five-Year Action Plan

I. BACKGROUND AND ADMINISTRATION OF PROGRAMS

The Housing Authority of the City of Sumter was created to assist low-income families in obtaining decent, safe and sanitary housing at an affordable cost. Since that time the PHA has functioned continuously, managing Public Housing and Section 8 Programs.

The Section 8 program enables families to acquire modest, decent, safe, sanitary and affordable housing by utilizing existing units in the local rental market. Families are able to choose a unit (meeting the criteria outlined in this policy) suitable for their individual needs in the jurisdictional area of the Housing Authority.

The PHA will target at least 75% of admissions to families with incomes that do not exceed 30% of the PHA's area median income. The PHA may exercise its discretionary provisions of the regulations that permit fungibility between its Public Housing and Section 8 program in meeting the targeting goals.

The PHA administers the Housing Choice Voucher program and a Section 8 Homeownership program. The PHA will not administer any other special housing types unless it is necessary to do so for reasonable accommodation for persons with disabilities. The PHA will permit families to rent or lease manufactured homes when the lot/space on which the manufactured home sits is a part of the rent or lease. The PHA will not provide assistance for only the rental or leasing of spaces for owners of manufacturer homes.

The Section 8 Programs will be administered in accordance with this Policy, Federal Regulations, HUD Handbooks for the Section 8 program, and any pertinent state and local laws:

II. PLAN PURPOSE

The purpose of this plan is to meet HUD requirements, establish local policies for program interpretation and the PHA discretionary areas, aid the Section 8 staff in program procedures to ensure consistency, and provide program information (in an understandable format) to applicants and/or participants.

It is not the intent of this plan to replace and/or cite all Federal Regulations verbatim, but to summarize and support the regulations and program Handbooks.

III. OUTREACH TO FAMILIES AND OWNERS

Special outreach efforts may be necessary when the number of families on the waiting list is insufficient to maintain the leasing schedule or to attract groups that are not adequately represented in the assisted families such as the elderly or male heads of household.

The following sources will be used by the PHA for outreach to both families and owners of rental property:

Announcements, news articles, paid advertisements that serve the PHA's jurisdictional area;

Public Service announcements on local television and radio stations;

Contact and coordination with local human service agencies that serve the PHA's jurisdictional area;

Personal contact on one-to-one basis with local Realtors, apartment managers, and other property owners;

Special presentations, as necessary, developed for local churches or other civic organizations; and Coordination with the City/County.

IV. PRIVACY OF APPLICANT/PARTICIPANT INFORMATION

The following laws authorize the collection of family income and other necessary information to determine an applicant's eligibility, unit size, and income for purposes of calculating the family's rent: Quality Housing and Work Responsibility Act of 1998, U.S. Housing Act of 1937, Section 214 of the Housing and Community Development Act of 1980 (Alien Rule), Title VI of the Civil Rights Act of 1964, and Title VIII of the Civil Rights Act of 1968. The Housing and Community Development Act of 1987 requires applicants and program participants to submit the social security numbers of all household members.

The PHA may conduct a computer match to verify the information provided. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal or regulatory investigators and prosecutors. The information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law.

All requested information must be provided, including evidenced verification of all social security numbers for each family member age six (6) years and older.

Failure to provide any of the requested information will result in a delay or rejection of an applicant's eligibility approval.

V. DEFINITIONS

SEE ALSO DEFINITIONS IN APPENDIX **II** OF THIS POLICY.

Act. Quality Housing & Work Responsibility Act of 1998 (QHWRA) and Housing Act of 1937.

Admission. The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP contract for a family (first date of initial lease term).

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

Adjusted Income. Annual gross income less any adjustments permitted by Federal Regulations. See 24 CFR Part 5, Section 5.611.

Allowances. HUD approved deductions from annual gross income to determine adjusted income.

Annual Contributions Contract (ACC). A contract (in the form prescribed by HUD) for loans and contributions, which may be in the form of grants, whereby HUD agrees to provide financial assistance and the PHA agrees to comply with HUD requirements for the development and operation of a public housing complex, or to cover housing assistance payments and other expenses for tenant-based programs.

Annual Income. See Attachment. Defined in 24 CFR Part 5, Section 5.609.

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

Assets. See definition for Net Family Assets.

Asset Income. Income received from assets held by family members. If assets total more than \$5,000, income from the asset income and imputed asset income is counted in annual income.

Assisted Lease (or "Lease"). A written agreement between an owner and a family for the leasing of a unit by the owner to the family with assistance payments under a Housing Assistance Payments (HAP) contract between the owner and the PHA.

CDV. Criminal Domestic Violence

Child care expenses. Allowable deduction from annual gross income. See Attachment.

Ceiling Rent. Maximum rent determined and set by some PHAs.

Citizen. A citizen (by birth or naturalization) or national of the United States.

Complex for elderly families. A complex for elderly families is a complex or portion of a complex to which regulations for housing assistance apply that was designated for occupancy by the elderly at its inception (and that has retained that character) or, although not so designated, for which the PHA gives preference in tenant selection (with HUD approval) for all units in the complex (or for a portion of the units in the complex) to elderly families.

Conditional Assistance. A final structure of warning for program participants who have (a) severely, or; (b) repeatedly violated the family obligations. This will serve as the final opportunity prior to termination of assistance. There will be no limitation of time carried with the determination of "Conditional Assistance".

Continuously assisted. An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the voucher program.

Contract Rent. The total amount of rent specified in the Housing Assistance Payment Contract as payable to the owner by the family and/or by the PHA on the family's behalf.

Cooperation Agreement. An agreement between a PHA and the applicable local governing body or bodies which assures exemption from real and personal property taxes, provides for local support and services for the development and operation of a public housing complex, and provides for PHA payments in lieu of taxes.

Credible Evidence. Evidence of drugs found in the dwelling unit, evidence which is tied to the drug activity, arrest warrant issued, drug raids, or arrest, or conviction for such activity.

Decent, safe and sanitary. Housing is decent, safe and sanitary if the requirements of the federal regulations are met.

Deductions. Federally mandated allowable deductions from annual gross income. See Attachment.

Dependent. A member of the family household (excluding foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is person with a disability, or is a full-time student.

Dependent Child. Dependent child of an enrolled student; member of family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or a

person with a disability or is a full-time student.

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

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.

Displaced Person. A person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of disaster declared or otherwise formally recognized under federal disaster relief laws.

Displacement by inaccessibility of unit. An applicant is involuntarily displaced by inaccessibility of a unit if:

(1) A member of the family has a mobility or other impairment that makes the person unable to use critical elements of the unit; and

(2) The owner is not legally obligated to make changes to the unit that would make critical elements accessible to the disabled person as a reasonable accommodation.

Displacement as a result of HUD disposition of units.

Involuntary displacement includes HUD disposition of multifamily rental housing complex under Section 203 of the Housing and Community Development Amendments of 1978.

DOE. Department of Education.

Domicile. The legal residence of the household head or spouse as determined in accordance with State and local law.

EO Plan. Equal Opportunity Housing Plan. The EO plan establishes PHA policies for implementing civil rights requirements.

Effective date. The effective date of an examination or reexamination refers to (a) in case of an examination for admission, the effective date of initial occupancy, and (b) in the case of reexamination of an existing resident, the effective date of the re-determined total tenant payment.

Elderly family. A family whose head or spouse (or sole member) is an elderly or disabled person. It may include two or more elderly or disabled persons living together, or one or more of these persons living with one or more live-in aides.

Elderly person. A person who is at least 62 years of age.

Enterprise Income Verification. Internet verification system supported by HUD complying social security and state wage information for all program participants processed thru PIC.

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.

FMR. The rent, including the cost of utilities (except telephone, cable, direct TV or satellite TV), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. See periodic publication in the Federal Register in accordance with 24 CFR 888.

Family. Defined in 24 CFR 5. Family includes but is not limited to: (a) a family with or without children; (b) an elderly family; (c) a near-elderly family; (d) a disabled family; (e) a displaced family; (f) the remaining member of a tenant family; and (g) a single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. See 24 CFR 5.403.

Family members. Any household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD 50058.

Family Self-Sufficiency (FSS) Program. A program established by a PHA within its jurisdiction to promote self-sufficiency among participating families, including the provision of supportive services to these families, as authorized by section 23 of the U.S. Housing Act of 1937.

Family unit size. The appropriate number of bedrooms for a family. Family unit size is determined by the PHA under the PHA occupancy standards or subsidy standards.

Financial Aid/Assistance. Income received in excess of

tuition is considered countable as income for eligibility purposes as applies to the Eligible Student Rule.

Flat Rent. A rent for Public Housing units as determined and set by PHA's that a family may choose to pay in lieu of an income-based rental amount.

Fraud. Intentionally misrepresentation of provided information, violation of Civil Law either intentional or negligently fail to provide the PHA with full and complete information that is required by HUD regulations. "Civil Fraud Lease Violation" may occur when the resident/program participant negligently or intentionally providing false, incomplete or inaccurate information on an application, recertification form, or failure to report changes in the resident's circumstance. Failure to notify the Authority when the resident/program participant vacates the unit.

Full-time student. A person who is carrying a subject load that is considered full-time under the standards and practices of the educational institution attended. An education institution includes a vocational training school with a diploma or certificate program, as well as an institution offering a college degree.

Gross rent. The total monthly cost of housing an eligible family, which is the sum of the contract rent and any utility allowance.

Handicapped person (This definition is to be used for purposes of maintaining nondiscrimination practices (see 24 CFR 8.3); see Person with Disability definition for purposes of defining disability).

Includes any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such an impairment. This term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others. As used in this definition, the phrase:

(a) Physical or mental impairment includes:

(1) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive, genito-urinary, hemic and lymphatic skin; and endocrine; or

(2) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

(b) Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

(C) Has a record of such means:

(1) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation.

(2) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or

(3) Has none of the impairments defined in paragraph (a) of this section but is treated by a recipient as having such an impairment. (See also definition for "Qualified individual with Handicap").

Head of Household. The head of household is the person who assumes legal and moral responsibility for the household.

Housing Assistance Payment ("HAP"). The payment made by the PHA to the owner of a unit under lease by an eligible family, as provided in the contract, in accordance with Federal Regulations. The payment is the difference between the contract rent and the tenant rent. An additional payment is made by the PHA to the family when the utility allowance is greater than the total tenant payment.

Housing Assistance Payment Contract. A written contract between the PHA and an owner for the purpose of providing housing assistance payments to the owner on behalf of an eligible family.

Housing Assistance Plan. A local housing assistance plan approved by the field office meeting the requirements of the community development block grant regulation (24 CFR 570) whether or not the unit of general local government submitting the plan is a participant in the block grant program.

Housing Quality Standards "HQS". Program requirements for housing standards established by HUD and any variations

established by the PHA and approved by HUD.

IMPUTED ASSET. Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

IMPUTED INCOME. Calculation used when assets exceed \$5,000.00, e.g., HUD passbook rate x total cash value of assets.

Incremental Units. The number of budgeted units minus any units for which HUD provided tenant-based program funding designated for families previously residing in housing with Section 8 project-based assistance.

Independent Student. Department of Education criteria (student must meet 1 or more to be considered an *Independent Student*:

- (a) At least 24 years old
- (b) Orphan or ward of court through age 18
- (c) Veteran
- (d) Legal dependent(s) other than spouse
- (e) Graduate or professional student
- (f) Married

INS. The U.S. Immigration and Naturalization Service.

Income Deductions. See Deductions Attachment.

Income limits. HUD established extremely low, very low-income and low-income limits that are used to determine if assisted housing program applicants qualify for admission to HUD-assisted programs. These income limits are based on HUD estimates for area median family income (using Metropolitan Statistical Areas or Primary Metropolitan Statistical Areas as defined by the Office of Management and Budget (OMB), and the Bureau of the Census definition of family) with specific statutorily permissible adjustments. If the income limits based on this approach would be less than if based on the relevant State non-metropolitan median family income level, income limits are based on the State non-metropolitan family income level.

Institution of Higher Education. Must be an accredited College or University (including *certain* post-secondary vocation schools) identified by the State of South Carolina's Department of Education.

Landlord. Either the owner of the property or their representative or the managing agent as designated by the owner.

Lease. A written agreement between an owner (including a PHA) and a family for the leasing of a housing unit. Section 8 programs require an Addendum to the Lease (that contains mandatory language) if an owner's lease is used which must be incorporated into any lease or attached to the lease.

Live-in aide. A person who resides with an elderly person or disabled person and who:

(1) Is determined by the PHA to be essential to the care and well-being of the person.

(2) Is not obligated for the support of the person.

(3) Would not be living in the unit except to provide necessary supportive services.

(4) Cannot be considered as a remaining family member.

Local preference. A preference used by the PHA to select among applicant families.

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

Major Life Activities. Functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

Medical expenses. Allowable deductions from annual gross income for certain types of program participants. See Attachment.

Mixed Family. A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Monthly adjusted income. One-twelfth of adjusted annual income.

Monthly income. One-twelfth of annual income.

National. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession, including Puerto Rico, the U.S. Virgin Islands, Guam, Canal Zone, etc.

Near elderly family. A family whose head or spouse (or sole member) is at least 50 years of age but below the age of 62 years.

Net family assets. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment,

excluding interests in Indian trust land and the equity in a housing cooperative unit or in a manufactured home in which the family resides. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under 24 CFR 5, Subpart F.) In determining net family assets, PHAs and Owners shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. See also definition for Imputed Asset and Imputed Income.

Non-citizen. A person who is neither a citizen nor a national of the United States, and is not eligible for housing assistance unless eligible immigration status has been provided (evidenced by supporting documentation) in one of the following categories:

(1) A non-citizen who has been lawfully admitted to the U.S. for permanent residence, as defined by the Immigration and Nationality Act as an immigrant (includes special agricultural workers who have been granted lawful temporary resident status).

(2) A non-citizen who entered the U.S. before January 1, 1972, or such later date as enacted by law, and who has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as an exercise of discretion by the U.S. Attorney General.

(3) A non-citizen who is lawfully present in the U.S. pursuant to an admission under refugee status, asylum status, or as a result of being granted conditional entry because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity.

(4) A non-citizen who is lawfully present in the U.S. as a result of an exercise of discretion by the U.S. Attorney General for emergent reasons or for reasons deemed strictly in the public interest under parole status.

(5) A non-citizen who is lawfully present in the U.S. as result of the Attorney General's withholding deportation for threat of life or freedom.

(6) A non-citizen lawfully admitted for temporary or permanent residence under amnesty (Section 245A of the INA).

Non-citizen Student. Housing Assistance (including continued assistance, prorated assistance or temporary deferral of termination of assistance) is prohibited to all non-citizen students (including spouses or minor children) who have a residence in a foreign country that the person has no intention of abandoning; are a bona fide student qualified to pursue a full course of study; and are admitted to the U.S. temporarily and solely for purposes of pursuing such a course of study, particularly designated by such person and continually approved by the U. S. Attorney General.

Occupancy standards. Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions. See definition of "family unit size."

Owner. Any person or entity, including a cooperative, having the legal right to lease or sublease Existing Housing. See the Annual Contributions Contract for the types of prohibited or conflict of interest owners.

PARENT. For purposes of eligibility restriction parent(s) is defined as biological or adoptive parents, Guardians (Grandparent, aunt or uncle).

PHA. Public housing agency or authority. Also referred to as HA. 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 "HA" mean the same thing.

PHA jurisdiction. The area in which the PHA is not barred and is legally permitted to operate under State law.

Participant. A family that has been admitted to the PHA's Public Housing or voucher program or is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family first day of initial lease term).

Payment standard. In a voucher or over-FMR tenancy, the maximum subsidy payment for a family (before deducting the family contribution). For a voucher tenancy, the PHA sets a payment standard in the range from 90 to 110 percent of the current FMR/exception rent limit. For an over-FMR tenancy, the payment

standard equals the current FMR/exception rent limit.

Person with Disability. A person who is any of the following:

A. Has a disability as defined in section 223 of the Social Security Act (42 U.S.C. 423) which states: "Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or in the case of an individual who has attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

B. Is determined, pursuant to regulations, to have a physical mental, or emotional impairment that:

(1) Is expected to be of long-continued and indefinite duration;

(2) Substantially impedes his or her ability to live independently; and

(3) Is of such a nature that ability to live independently could be improved by more suitable housing conditions.

(4) Or is a person who has developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)) to include persons that have a severe chronic disability that:

(i) Is attributable to a mental or physical impairment or combination of mental and physical impairments;

(ii) Is manifested before the person attained age 22;

(iii) Is likely to continue indefinitely;

(iv) Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (5) self-direction, (6) capacity of independent living, and (7) economic self-sufficiency; and

(v) Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated.

Note: This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome (1937 Act). No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Permanent Replacement Housing. Housing that is decent, safe, and sanitary; that is adequate for the family size; and that the family is occupying pursuant to a lease or occupancy agreement. (This term is used in defining eligibility for involuntarily displaced persons who may have received shelter after being displaced and before receiving rental assistance).

Pre-adjustment Rent. Rent to an owner that does not include any previously approved special adjustments.

Preponderance of Evidence. 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.

Probationary Assistance: Structured warning documentation to families in violation of the family obligations. This shall be utilized as a high level warning for severe or repeated violations. The probationary term will be limited to one year from the date notified.

Qualified Individual with Handicap. (See 24 CFR Part 8.3). With respect to any non-employment program or activity which requires a person to perform services or to achieve a level of accomplishment, an individual with handicaps who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the Housing Authority can demonstrate would result in a fundamental alteration in its nature; or with respect to any other non-employment program or activity, an individual with handicaps who meets the essential eligibility requirements for participation in, or receipt of benefits from, that program or activity.

Ranking preference. A preference used by the PHA to select among applicant families that qualify for a preference.

Reasonable Cause. The PHA's belief based on illegal use, or pattern of illegal use of controlled substances, that the health, safety, or right to peaceful enjoyment of the premises by others might be compromised.

Reasonable Rent. A rent to owner that is not more than either:

(1) Rent charged for comparable units in the private unassisted market; or

(2) Rent charged by the owner for a comparable assisted or unassisted unit in the building or premises.

Remaining Family Member. A member of a family listed on the lease who continues to live in an assisted unit after all other family members have left. Live-in-aid is specifically excluded from qualifying as a remaining member of the family unless their name has been included on the lease and any income included for rent calculation purposes.

Rent. See Tenant Rent and Total Tenant Payment.
Rental voucher. Voucher.

Rental voucher program. Voucher program.

Residency preference. An PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area ("residency preference area").

Residency preference area. The specified area where families must reside to qualify for a residency preference.

Student. Any student enrolled either full-time or part-time in an institution of higher education.

Student Eligibility Rule. Congressional restriction for determining eligibility at time of admissions and continued assistance who are under the age of 24 years, not a veteran, not married or has no dependents. Criteria for determination of income eligibility (a) when both student and parental income is considered for eligibility; (b) when financial assistance which exceeds tuition is counted as income for eligibility purposes.

Subsidy Standards. Standards established by an PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Single person. A person who lives alone or intends to live alone, and who does not qualify as an elderly family or displaced person or as the remaining member of a tenant family.

Special admission. Admission of an applicant that is not on the PHA waiting list or without considering the applicant's waiting list position.

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.

Standard, permanent replacement housing. Decent, safe and sanitary housing, adequate for the family size, and housing that the family is occupying pursuant to a lease or occupancy agreement. Standard, permanent replacement housing does not include transient facilities (such a motels, hotels, or temporary shelters); or in cases of domestic violence, the housing unit in which the applicant, and the applicant's spouse or other member of the household who engages in such violence, live.

Tenant-based. Rental assistance that is not attached to the structure.

Tenant rent. The amount payable monthly by the family as rent to an owner (including a PHA). Where all utilities (except telephone) and other essential housing services are supplied by the PHA, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the PHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the utility allowance. Total tenant payment does not include charges for excess utility consumption or other miscellaneous charges.

Total Tenant Payment. Total income-based tenant payment shall be **the highest** of the following, rounded to the nearest dollar:

- (1) Thirty percent (30%) of the monthly adjusted income;
- (2) Ten percent (10%) of monthly income;
- (3) Minimum rent as set by PHA from \$0 to \$50.00;
- (4) Ceiling rent as set by PHA for Public Housing;

OR

- (5) Flat rent as set by PHA for Public Housing.

Unit. Dwelling unit.

United States Housing Act of 1937. (1937 Housing Act). The basic law that authorizes the public and Indian housing programs, and the Section 8 programs. (42 U.S.C. 1437 et seq.).

Utility allowance. If the cost of utilities (except telephone,

cable, satellite TV or direct TV) and other housing services for an assisted unit is not included in the Tenant Rent but is the responsibility of the Family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD, under 24 CFR 5, of the monthly cost of a reasonable consumption of such utilities and other services (excluding any allowance for air-conditioning as required by HUD) for the unit by an energy-conservation household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility reimbursement. The amount, if any, by which the utility for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

VAWA. Violence Against Women Act

Very low-income family. A family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish very low-income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

Veteran. Person who served in the active military, naval, or aid service, and who was discharged or released therefrom under conditions other than dishonorable.

Waiting list admission. An admission from the PHA waiting list.

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.

VI. FAIR HOUSING AND EQUAL OPPORTUNITY HOUSING POLICY

A. Fair Housing

In accordance with the following regulations, the PHA will not on account of race, color, creed, sex, disability status, familial status, or national or ethnic origin deny to any family the opportunity to apply or receive housing assistance. Selections will be made in accordance with the applicable

requirements included herein.

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the implementing regulations 24 CFR Part 1 and Title VIII of the Civil Rights Act of 1968, as amended;

2. The Fair Housing Act (42 U.S.C. 3601-3619) and the implementing regulations at 24 CFR parts 100, 108, 109 and 110.

3. Executive Order 11063 on Equal Opportunity in Housing (1962), as amended, Executive Order 12259, 46 FR 1253 (1980), as amended, Executive Order 12892, 59 FR 2939 (1994) (implementing regulations at 24 CFR part 107).

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 CFR Part 8;

5. The Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and the implementing regulations at 24 CFR Part 146; and

6. Title II of the Americans with Disabilities Act (42 U.S.C. 12101-12213) to the extent applicable.

Selections will be made in accordance with the selection criteria consistent with HUD's affirmative fair housing objectives and are included herein.

The PHA will post on the applicant/resident information bulletin board the telephone number for the HUD Office of Fair Housing and Equal Opportunity (FHEO) toll-free hotline(800-424-8590).

B. Equal Opportunity Housing Plan

In addition to the Fair Housing and Equal Opportunity Housing efforts specifically indicated throughout this policy the PHA will affirmatively further fair housing goals and comply with equal opportunity requirements by the following actions:

1. By adoption of this policy, compliance by the Housing Authority with all fair housing and equal opportunity regulations and requirements, is certified.

2. Encouraging owners to make suitable units located outside areas of poverty or racial concentration available for leasing in the program to provide participants with the broadest geographical choice in selection.

3. Provide available information and assist any applicants and/or participants if they believe discrimination has occurred to include provision of a Housing Discrimination Complaint form (HUD-903).

4. Recruitment and equal opportunity employment practices will be utilized to attract and recruit qualified minority applicants for any vacancies.

C. Reasonable Accommodation

The PHA will include in its application and interview process procedures to ensure that applicants and/or participants are aware of their opportunity to request reasonable accommodations. The Authority will require all applicant or participant complete the PHA's form, should they indicate the need for reasonable accommodations, the PHA will make available to them a Request for Reasonable Accommodation form. It is the policy of the PHA to make every effort possible to provide reasonable accommodations for persons with disabilities when such requests are reasonable, economically, financially and administratively feasible.

The HA will utilize reasonable accommodations practices for any applications received by handicapped individuals especially those involving sight or hearing impaired applicants.

The HA will not remove names from the waiting list that would violate the rights of a disabled, mobility impaired, or hearing impaired person. Reasonable accommodations for application or updates will be provided to disabled (mobility impaired or hearing impaired) applicants.

D. Violence Against Women Act

The HA will implement Justice Department's Reauthorization Act 2005 as federally mandated. The HA has the obligation to inform and educate the participating landlords of the Authority's and the owner's discretion to provide benefits to an individual based solely on the individuals statement or other corroborating evidence. The VAWA Act permits the HA and owners to request that the victim attest to their status by signing a HUD approved certification form, disclosure of additional documentation may include an attorney, a medical professional from whom the victim has sought assistance. The signer must attest under penalty of perjury that the victim has suffered, is a bona fide victim of domestic violence, dating violence or stalking; and (b) that the victim has signed or approved the document. The form must require the individual's certification that they are the victim of a "bona fide" incident of actual threat of domestic violence, dating violence or stalking as described in the VAWA. It must

include the name of the perpetrator, it must be provided within 14 business days unless the HA or owner requesting the form extends the deadline. Alternative documentation accepted includes a local police or court report or documentation signed by the Victims Advocate.

Failure on the part of the victim to provide certification within the allotted time voids the protections provided by VAWA. Any information or documentation provided to the HA or owner by a victim must be kept in confidence. No information or documentation may be (a) entered into a shared database or (b) disclosed to "any related entity" except at the victim's request or consents to the disclosure in writing. The disclosure is required for use in an eviction proceeding or otherwise required by applicable law.

The PHA will exercise every issue of safety which applies to the victims including requirement of (a) restraining order(s), (b) order(s) of protection, and/or (c) Victim counseling for Domestic Violence. Failure by the victim to obtain the necessary tools to protect themselves will be considered a matter of safety in the community they reside.

VII. APPLICATIONS, ELIGIBILITY, DENIALS OF ASSISTANCE, VERIFICATION REQUIREMENTS, AND WAITING LIST ADMINISTRATION

A. Applications

Applications may be made in person at the PHA's Office, as posted (scheduling may include mailings or appointments made by phone), unless the waiting list is closed. The time of closing and/or opening of the waiting list will be announced by publication in a local newspaper. Exceptions and special accommodations will be made for elderly or disabled (mobility or hearing impaired) individuals that are unable to come into the office.

The PHA will utilize reasonable accommodations practices for any applications received by persons with disabilities especially those involving sight or hearing impaired applicants. A Telecommunication Device for the Deaf (TDD) will be made available for hearing impaired applicants.

When the waiting list is open to all applicants, applications will be accepted from all applicants. All eligible applicant names will be placed on the waiting list based on the date and time of application and preference indication (if any are specified in this Plan). At the time that the PHA is selecting applicants from the waiting list to issue vouchers, applications will be updated, information verified to determine continued eligibility, and selections made based on the selection

criteria outlined later in this Plan.

B. Eligibility Requirements

Applicants must meet all of HUD's eligibility requirements, to include but is not limited to the following:

(1) Applicants must be a citizen or national of the U.S. or an eligible, qualified non-citizen who have eligible immigration status (see Definitions, Section V of this plan).

(2) Head-of-household applicants must be 18 years of age or older to be eligible for assistance. Applicants 18 years or older must provide a copy of pictured identification (ie state issued drivers licenses or identification card).

(3) Program participants must be income eligible based on gross income (see Attachment 1 for income inclusions and exclusions) that is below HUD's published very-low income limits for the PHA's jurisdictional area. The only exceptions to the very low income limits are the following categories considered by HUD as "Special Admissions" and are not subject to being placed on the PHA's waiting list and/or waiting list requirements as set forth herein:

(a) A low-income family that is "continuously assisted" under the 1937 Housing Act and defined as follows: any family that is already receiving assistance (no interruption in assistance) under any 1937 Housing Act program when the family is admitted to the voucher program.

(b) A low-income family physically displaced by rental rehabilitation activity under 24 CFR 511.

(c) A low-income non-purchasing family residing in a Hope 1 (HOPE for Public and Indian Housing Ownership) or HOPE 2 (HOPE for Homeownership of Multifamily Units) project.

(d) A low-income non-purchasing family residing in a project subject to a homeownership program under 24 CFR 248.

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

(f) A low-income family residing in a HUD-owned multifamily rental housing project when HUD sells,

forecloses or demolishes the project.

(g) A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 or HOPE 2 project.

(h) Students living with parents who, as a household member are applying for assistance or already receives assistance.

(i) Independent Students who meet one or more of the Department of Education criteria; at least 24 years old, orphan or ward of the court through age 18, Veteran, Legal dependent(s) other than spouse, Graduate or professional student, married.

(j) Eligible students who are under the age of 23, not a veteran, not married or has no dependents. The HA will count both the student's income and the parent's income to determine income eligibility. Financial assistance for eligible students over tuition is counted as annual income.

(4) The PHA will determine the income eligibility by comparing the family's annual gross income to the HUD-established extremely-low, very-low or low income limit for the area. The applicable income limit for selection purposes is the highest income limit for the family unit size for the areas in the housing authority's jurisdiction. The applicable income limit for admission is the income limit for the area where the family is initially assisted. The family, including a portable family, who is not a current program participant must be income eligible in the area where they are first assisted.

(5) See Appendix [A] of this policy for eligibility determinations involving crime, drugs or the PHA's One Strike Policy.

(6) No assistance shall be provided to any individual who is enrolled as a student at an institution of higher education, who is:

- (a) Under 24 years of age
- (b) Not a U. S. Veteran
- (c) Unmarried, and
- (d) Does not have a dependent child, unless the student is eligible and the student's parents (individually or jointly are income eligible for the program.

C. Definition of a Family

(1) A family is defined as a single person or a group of

persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly, near-elderly, or disabled persons living with one or more live-in-aides. The PHA includes in its definition of a family: one or more persons, one of whom will be an adult (age 18 or older), who will live regularly together in the unit (including foster children).

(2) A family includes a family with a child or children.

(3) A single person may be:

- a. An elderly person.
- b. A near-elderly person.
- c. A displaced person.
- d. A disabled person.
- e. A single, pregnant female
(physician certification may be required).
- f. Any other single person.

(4) Dependents must meet the HUD definition of dependent, have evidence of the family's residence as their legal residence, and/or in cases where the head-of-household is in the process of obtaining custody or adopting an individual under the age of 18, guardianship documentation or evidence of reasonable likelihood of success must be provided. Copies of tax returns that indicate the "claiming" of a dependent may be required. A child who is temporarily (less than ninety (90) days) away from the home because of placement in foster care is considered a member of the family. In cases of joint custody arrangements, the child/children can be considered a member of the family if the applicant/participant has custody for more than six (6) months of the year.

(5) Remaining family members (provided that the person(s) are not minors, that the children have not been removed from the home because of abuse or neglect, that the resuming Head of Household was not the perpetrator of spousal abuse, and that the resuming Head of Household meets the PHA selection criteria and would be a responsible participant of the program). This includes a single female whose pregnancy is terminated after admission. Any remaining family members that are minors must have an adult (over the age of 18 years) that qualifies under the selection criteria listed herein and the adult must provide legal guardianship documentation in order to be designated as a head-of-household. This determination will be made at the discretion of management and will be made based on the history of responsible participation in the program. A temporary head-of-household designation can in no way be construed as a permanent head-of-household.

D. Denial of Assistance

The application will be reviewed and any ineligible applicants will be promptly notified (within ten days from the date of verification of accurate information) in writing and provided with the reason for the decision and an opportunity to request an informal review of the decision as specified in this plan.

The informal review process will include a prompt written notice of the determination to include the reason for the decision, the applicant's right and how to request an informal review (must be received within ten (10) days from the date of the notice to the applicant), and an explanation of the informal review process.

Denials of eligibility or program participation may include but are not limited to the following:

1. Persons who do not meet HUD's eligibility criteria.
2. Past participants in the Section 8 programs and former Public Housing residents of any PHA who failed to satisfy liability to a PHA for unpaid rent or damages will be denied housing assistance unless the liability is paid in full. The PHA will notify the applicant of ineligibility and the name will be dropped from the waiting list. If the liability is paid in full, re-application for housing may be made.
3. Any applicant that has committed fraud, bribery or any other corruption in connection with any federal or state assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom, will be determined ineligible.
4. See Appendix [A] of this policy for ineligibility determinations involving crime, drugs or the PHA's One Strike Policy.
5. Have engaged in or threatened abusive or violent behavior toward any PHA staff or resident.
6. Any misrepresentation of applicant's information will be considered grounds for denial of program participation or termination of assistance.
7. The PHA must receive income information verifying that an applicant is eligible within a period not greater than sixty (60) days before issuance of a voucher.
8. Applicants that have been determined ineligible must wait 90 days before re-application (should situations change)

after receipt of an ineligibility letter.

9. Head of Household or a family member who was evicted from public housing or terminated from the Section 8 program within three years of the date of application.

10. Failure to meet subsequent screening criteria.

11. Eligible Students who exceeds the applicable income limit.

E. Verification Requirements

Applicants and participants must sign consent and release of information forms as required by the PHA and HUD in order for the PHA to obtain verification of income and eligibility status. Failure to sign consent and release forms will result in ineligibility and/or termination of assistance. Verification requirements include, but are not limited to the following:

(1) The PHA will utilize the hierarchy of verification methods as established by HUD

1st) Enterprise Income Verification, available through HUD's Public Information Center.

2nd) Third party written verifications, acceptance of tenant provided Social Security Award letters.

3rd) Third party oral verification

4th) Review of documents including filed tax documents

5th) Certification/self declaration

(2) Income and deductions must be verified by third-party verification. Verification forms will be sent by mail to the appropriate third party with a request that the form be returned by mail. In the event that the verification is not possible due to an unwillingness by source to respond or that the information is not returned within a two-week period, a notation to the file must be made and the staff must obtain third-party oral verification or such other means available. Staff will use a documented contact form for telephone verifications. Notarized statements will be used as a last resort.

(3) Income verifications cannot be greater than sixty (60) days before the issuance of a voucher and all other verifications may not be greater than 120 days.

(4) Social Security number verifications are mandatory for all program participants. Acceptable verification includes: valid social security cards; an identification card issued by a Federal, State or local agency, employer; medical insurance agency; earning statements from employment; IRS form 1099; or benefit award letters from government agencies. See Section IV

in the event of failure to provide requested SSN verification.

(5) Copies of birth certificates or other documentation as designated by the PHA for all family members must be made available. Certification of citizenship forms must be executed by participants of the program.

(6) Child care deductions will only be given for reasonable rates (based on customary and prevailing rates at local child care centers) that are evidenced by receipts or notarized statements.

(7) Verifications must be obtainable for all other allowable deductions from income.

(8) Any other verifications that will indicate suitability for tenancy such as criminal background determinations, sex offender records, etc.

VIII. WAITING LIST ADMINISTRATION

If the number of applicants on the waiting list is such that there is no reasonable prospect that applicants could be issued a voucher within one year from the date of application, the PHA may suspend taking applications (close the waiting list).

Except for special admissions (see Definitions, Section V) such as persons received by the PHA under portability, and any program interchanges, selections must be made from the PHA waiting list. The PHA will utilize the Selection Section of this Plan to select participants and will adhere to the requirements in the EOHP requirements contained herein (See Equal Opportunity Housing section).

The waiting list must contain the following for each applicant: Applicant name; family unit size (number of bedrooms for which family qualifies under PHA occupancy standards); date and time of application; qualification for preference (if any); and racial or ethnic designation of the head of household.

The PHA will update and purge the waiting list on an as-needed basis. Applicants will be sent update requests to ensure continued interest. Names will be removed from the waiting list for failure to respond to requests for information, missed appointments, application updates (failure to notify the PHA of a change of address), or if correspondence is returned from the Post Office. If the applicant did not notify the PHA of a move as required, the PHA will not be responsible for the applicant's failure to receive the updated request. If the letter is returned by the Post Office with a forwarding address noted, the PHA will resend the letter. Applicants will be given ten (10)

working days to return the notice of continued interest.

The PHA will utilize reasonable accommodations practices for any applications received by handicapped individuals especially those involving sight or hearing impaired applicants.

After an applicant has been offered assistance and refused an offer of assistance, the applicant's name will be removed from the waiting list. The PHA will not remove names from the waiting list that would violate the rights of a disabled, mobility impaired, or hearing impaired person. Reasonable accommodations for application or updates will be provided to disabled (mobility impaired or hearing impaired) applicants.

The order of admission from the waiting list will not be based on family size or the unit size for which the family qualified under the PHA occupancy policy. The PHA will not skip the family with the oldest date and time of application and selections will be made in accordance with the selection preferences outlined in this Plan. Should the PHA receive funding for a specified category of families, the PHA must select applicant families in the specified category.

The PHA will maintain a separate waiting list for the Section 8 program and its Public Housing program. If the waiting list for the Section 8 and Public Housing program is open, applicants must be offered the opportunity to have their name placed on either list. The PHA will not deny any admission preference, remove the applicants' name from other waiting lists (unless requested by the applicant in writing or in accordance with failure to respond as indicated above), or refuse to list an applicant on any other waiting list.

The PHA will give public notice that it will open the waiting list and/or that families may apply for housing assistance, by publication in a local newspaper of general circulation. The notice will comply with the HUD-approved Equal Opportunity plan and with HUD Fair Housing requirements. The notice will state any limitations on who may apply for available slots in the program. The PHA may advertise for specific types of applicants such as those qualifying for local preferences, and may include in the advertisement that applications from others (not in these categories) will not be accepted.

IX. SELECTIONS, EXCEPTIONS, BRIEFINGS, AND OCCUPANCY SIZE DETERMINATIONS

A. Selections:

The PHA will target at least 75% of admissions to families with incomes that do not exceed 30% of the PHA's area median income. The PHA may exercise its discretionary provisions of the regulations that permit fungibility between its Public Housing and Section 8 program in the targeting goals.

Offers of a voucher will be based upon funding availability. No preference will be given to any specific form of disability or handicap.

Offers for housing assistance will be taken from the waiting list as follows based on the priority order and having the oldest date and time of application:

(1) Applicants that have a local preference as designated by the PHA in either of the following categories:

- ▶ Families that are victims of federally declared natural disasters; (**Priority will be given to assisted existing public housing and voucher program participants who have been affected by the disaster from other jurisdiction will received preference over other waiting list placeholders.**)
- ▶ Single Elderly Head of Household as defined by the Federal guidelines.
- ▶ Single Disabled Head of Households as defined by the Social Security Act.

(2) All others by the oldest date and time of application.

Selection among applicants with the same priority will be according to the oldest date and time of application. Waiting list classifications must be based on a verification and documentation. If it is determined that an applicant indicated a selection priority but does not have a verified or documented selection priority, the PHA will notify the applicant in writing providing the reasons for the decision and the opportunity for an informal review of the determination.

B. Exceptions to the Order of Selection:

(1) Participants in any "special" (non-waiting list) assistance targeted by HUD for families living in specified units. "Special" (non-waiting list) programs targeted include (a) DHAP Program for victims of Katrina and (b) project based vouchers. See also Section VII. B. a-g.

(2) Participants displaced because of demolition or disposition of a public or Indian housing project.

(3) Participants received from another PHA under the

Statutory or Regulatory Portability requirements.

(4) If applicable, applicants willing to participate in the Family Self-Sufficiency program when it has been determined that there are no current program participants willing to enroll in the FSS program. The PHA may give a selection preference for up to 50% of its FSS slots to eligible families who have one or more family members currently enrolled in an FSS related service program (such as programs through DSS or any other local self-sufficiency program). The method of outreach will be by direct contact with such agencies or organizations. The PHA's selection for participants in the FSS program will be selected without regard to race, color, creed, religion, sex, handicap, familial status or national origin.

C. Briefings:

Applicants will be notified as their name nears the top of the waiting list for appointment times for an update of the application and verification process. All information including income, income from assets, eligible deductions, family composition, preference status (if applicable) will be verified and reviewed prior to enrollment.

Group/individual enrollment sessions will be scheduled and applicants will be notified of the date and time. Should the applicant notify the PHA of their inability to be present at the enrollment session, the PHA will provide a rescheduled time; however, failure to attend such sessions will result in removal of their name from the waiting list. As indicated in Section VIII, Waiting List Administration, applicant names will be removed from the waiting list for failure to notify the PHA of a change of address.

Oral briefing sessions and packets of information will be given to families that are issued vouchers, to include but not limited to, the following:

- (1) A description of how the program works.
- (2) Family and owner responsibilities.
- (3) Where the family may lease a unit, including renting a unit inside or outside the PHA's jurisdiction.
- (4) In briefing a family that includes any disabled person, the PHA must take steps to ensure effective communication in accordance with 24 CFR 8.6 (auxiliary aids, TDDs, etc).
- (5) Term of the voucher and PHA policy on extensions or suspensions of the term.

(6) Information on Fair Market Rents (FMRs), Payment Standards, utility allowance schedule, how the PHA determines the payment standard for a family, and how the PHA determines the total tenant payment and HAP amount.

(7) How the maximum rent is determined, if applicable.

(8) A statement of the policy of the PHA on providing information to owners.

(9) For welfare-to-work families, specification of any local obligations of a welfare-to-work family and an explanation that failure to meet obligations is grounds for PHA denial of admission or termination of assistance.

(10) Things the family must consider in choosing a unit, i.e., location of the unit and the PHA's jurisdictional limits, poverty areas renting outside of poverty areas, condition of the unit, rent reasonableness, energy efficiency, tenant-paid or owner-paid utilities.

(11) Information on federal, State and local equal opportunity laws, and a copy of the housing discrimination complaint form.

(12) Other information to be provided will include, but not be limited to, the following: HUD brochures, lease addendum language, Request for Lease Approval form, subsidy and occupancy standards, lead-based paint information, list of accessible units that PHA knows of (for persons with disabilities), list of landlords, portability information, grounds for PHA terminations, and informal hearing procedures.

Failure of applicant to keep pre-scheduled briefing appointments (after second notification) without verifiable justification for the missed appointment will result in denial of housing assistance.

All applicants will execute and may be given a Federal Privacy Act Notice. The information provided will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the requested information may result in a delay or rejection of eligibility approval.

D. Subsidy Standards/Occupancy Size Determinations:

Occupancy standard/unit size will be determined at the time of enrollment based on the following criteria:

(1) A voucher will be issued for the smallest unit size consistent with program requirements and Housing Quality Standards. The initial assistance will be held to the family sized as applied for through the date of voucher issuance; no additional family member will be added with the exception to those addressed in section XVIII, D. Limitation on Household size.

(2) The bedroom size assigned will not require more than two persons to occupy the same bedroom.

(3) The PHA will make every attempt, based on funding availability, to assign persons over the age of six (6), and of different sex and generation (more than a six (6) year difference in age) separate bedrooms (other than husband and wife),

(4) The PHA will make every attempt, based on funding availability, to not require children to share a bedroom with a single parent.

(5) A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining unit size.

(6) Any live-in aide (approved by the PHA to reside in the unit) must be counted in determining the family unit size.

(7) Bedroom size assignments may be made in accordance with HUD guidelines as follows:

No. of Bedrooms	Minimum Person(s)	Maximum Person(s) *
0	1	1
1	1	2
2	2	4
3	3	6
4	6	8
5	8	10

* Exceptions to these standards will be permitted only for situations involving physician orders for separate bedrooms because of health problems, permitted circumstances of family members temporarily away from the housing unit, or if the family is willing or wants to move into a unit that deviates from the standards, e.g., landlord's approval of a mother with two infants living in a one-bedroom unit. Participants will be allowed to use non-sleeping areas as a bedroom (subject to landlord approval); however, the unit bedroom size will be determined by the PHA. Additional rooms for sleeping will not be counted as bedrooms unless the room has been redesigned as a bedroom (includes closet

and HQS required openable window). In these exceptions, the PHA reserves the right to approve or disapprove such accommodations that may lead to unsafe or overcrowded conditions.

X. ENROLLMENTS, FORM OF ASSISTANCE, REQUEST FOR LEASE APPROVALS, LEASES

A. Enrollments

After October 1, 1999, the PHA will only issue Housing Choice Vouchers.

B. Term of Vouchers and Requests for Tenancy Approval

Vouchers will be issued for a sixty (60) day period. Two thirty (30) day extensions (not to exceed an additional sixty (60) days) may be given at the discretion of the Housing Director under extenuating circumstances such as severe illness or hospitalization (documentation may be required), extremely large families seeking scarce larger bedroom units, persons needing units designed for the disabled, or for a unit that the family has located and repairs are in progress.

In the event a family includes a member with disabilities and requests an extension of the initial voucher term as a reasonable accommodation, the PHA must extend the voucher term up to the term reasonably required for that purpose.

The PHA may provide for suspension of the initial or any extended term of the voucher (if the family has submitted a request for lease approval prior to the term expiration) up to the time when the PHA approves or denies the request. The Authority will only suspend/toll the initial term of the voucher for thirty-one (31) days maximum.

In the event that a unit is not found within the time frames outlined, the voucher expires, the applicant's name is removed from the waiting list, and the voucher is available for issuance to another family.

C. Requests for Tenancy Approval and Approval to Lease a Unit

Only one Request for Tenancy Approval at a time may be submitted to the PHA by a family. When the potential program participant returns a Request for Tenancy Approval, completed and executed by an owner within the time frames set forth above, an inspection of the unit will be conducted by the PHA within 15

days of submission to PHA of Request for Tenancy approval (or a reasonable time in the event the unit is not available for inspection) to ensure compliance with the Housing Quality Standards (HQS). All potential program participants are informed of the HQS requirements during the briefing session to minimize unnecessary inspection of units that would not pass the inspection in a timely manner (thirty days) and to assist the family in locating a unit within the sixty day period. The PHA exercises the right to refuse to conduct an inspection if;

- (a) Utilities are not on
- (b) Potential of Lead Paint: If a unit was construction prior to 1978 and the ratio of chipping paint would fail the inspection, the potential hazard would require abatement.
- (c) Residual remains of previous occupants (furniture, trash, clothing or other)
- (d) Health and safety hazard identified from the exterior of the unit (roof, wiring or major system failure)

The Authority will deny the Request for Tenancy Approval after the second attempt to conduct an inspection of the unit identified as "not ready". Notification to the family of the denial of the unit to allow the family the opportunity to continue their search within the time frames.

The following criteria must be met in order for a unit to be placed under the program:

1. The unit and owner must meet the eligibility requirements of the program;
2. The unit must pass the HQS inspection within thirty-one days;
3. The rent must be rent reasonable; and
4. Where the gross rent of a unit exceeds the applicable payment standard for the family, the family's share of rent does not exceed 40% of the monthly adjusted income (for all initial occupancy of a unit including moves to new units). For the purpose of determining consistent income the (a) source of income and (b) amount of income must be received for at least 90 days to be considered eligible income allowing the calculation of affordability.

If the unit cannot be approved or the tenancy denied, the PHA will notify the family and the owner in writing. If the problem can be cured, the notification will include any required actions.

Families will be advised during briefings that HAP contracts cannot be executed by the PHA and no HAP payments made in the event that the above conditions are not met. The family will also be advised that the PHA will not assume any responsibility for payments due under a lease unless and until a HAP Contract is executed.

D. Leases

The tenant and owner must enter into a written lease for the unit. The owner's lease must be used if the owner uses a standard lease form for rental to unassisted tenants. In the event that the owner's standard form lease is used, the HUD-prescribed tenancy addendum must be attached. If the owner does not use a standard lease form, the owner may use the PHA model lease.

Any changes in the lease or rent must be in writing and provided to the PHA and tenant at least sixty (60) days prior to any such changes taking effect. Rent changes are subject to the PHA and HUD rent reasonableness requirements.

The PHA must approve any new tenancy and a new HAP contract must be executed under any of the following circumstances:

(i) in the event of any change to the lease regarding responsibility for utilities or appliances;

(ii) changes to the term of the lease; or

(iii) if the family moves to a new unit even if the unit is in the same building or complex.

XI. INCOME DETERMINATIONS, DEDUCTIONS FROM INCOME, AND HOUSING ASSISTANCE PAYMENT CALCULATIONS

A. Income Determinations

Income will be based on the anticipated total income from all sources (unless indicated on Attachment 1, Income Exclusions), including net income derived from assets (actual and/or imputed), receiving by the participant family, for the 12-month period following the effective date of initial determination or re-examination/re-certification.

Hierarchy of verification:

1. *Enterprise income verification (EIV)*
2. *Third party written verification, acceptance of tenant provided Social Security Award letters*
3. *Third party oral verification*
4. *Review of documents, including filed income tax reports*
5. *Self certification/self declaration*

In the event that it is not feasible to anticipate income for a 12-month period, the PHA may use the annualized income anticipated for a shorter period of time, or in the event an anticipated amount cannot be determined (such as for temporary or seasonal employees) the income can be determined by using the previous 12-month period.

Earned income will be converted to annual income as follows:

- Multiply hourly wages by the number of hours worked
- Multiply weekly wages by 52 (weeks)
- Multiply bi-weekly wages by 26
- Multiply semi-monthly wages by 24
- Multiply monthly wages by 12

Families whose welfare assistance is reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement will not have their rent reduced based on the welfare benefit reduction (excludes persons that benefit is reduced due to a lifetime limit or where a family has complied with program requirements but cannot obtain employment). The PHA will obtain verification of such benefit reduction from the welfare agency.

Student income if the student is less than 24, not a veteran, not married or has no dependents must include the income of both the student and parent(s).

Student income if the student and parent(s) combined income are within the income limit must include any Financial assistance in excess of tuition is then determined annual income.

B. Deductions from Income

Deductions (as permitted by Federal Regulations) from gross income for rent calculation purposes are set forth in Attachment 1 of this plan.

C. Housing Assistance Payment Calculations

After October 1, 1999, all families will receive assistance under the housing choice voucher program and HAP calculation will be done according to HUD regulations (see 24 CFR Part 5 and 982).

XII. PAYMENT STANDARDS AND MONTHLY HAPS

A. Payment Standards

Payment standards are established by the PHA for the each

FMR area and for each exception rent area (if applicable) and are reviewed annually. The payment standard for each unit size will be between 90% and 110% of the current FMR as published by HUD unless an HUD exception rent is approved.

The PHA will utilize between 90% and 110% of the current FMR as its payment standard; however, in the attempt to assist families with deconcentration of poverty and housing options other than high crime areas, the PHA will utilize payment standards above 100% (up to 110%) for exception rent areas based on census tracts.

The PHA will utilize local market data gathered in its rent reasonableness studies, success rates of families in locating units, and the percentage of annual income that families are paying for rent to determine payment standards.

B. Payment Standard for a Family

1. Payment standard for the family are based on the lower of:

(i) the payment standard amount for the family unit size; or

(ii) the payment standard amount for the unit size of the unit rented by the family.

2. If the dwelling unit is located in an exception area, the PHA must use the appropriate payment standard amount for the exception area.

3. During the first 24 months of the HAP contract term, the payment standard for the family is the higher of:

(i) the initial payment standard (at the beginning of the contract term), as determined in paragraph # 1 above, minus any amount by which the initial rent to owner exceeds the current rent to owner; or

(ii) the payment standard, as determined in paragraph #1 above, as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

4. After the first 24 months of the HAP contract term, the payment standard for a family is the payment standard as determined in #1 above, as determined at the effective date of the most recent regular reexamination of family income and composition after the beginning of the HAP contract term.

5. At the interim reexamination resulting in a change in family size or composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term, the **new** family unit size must be used to determine the payment standard and the provisions of 3(i) above do not apply.

C. Monthly Housing Assistance Payments

The PHA will pay a monthly HAP on behalf of the family that is equal to the **lower** of:

1. The payment standard for the family minus the total tenant payment; OR

2. The gross rent minus the total tenant payment.

HAP payments will be prepared so that owners will receive checks no later than the tenth (10th) day of each month. Payments will be issued on or about the fifteenth of each month for any HAP contracts not fully processed in the computer system for any reason such as initial lease up, rent adjustments, etc.

HAP payments not prepared by the fifteenth (15th) of each month may be considered eligible for late fees, upon written request of the landlord/owner, with the exception of:

Suspensions as related to HQS failed inspection;
Abatements as related to HQS failed inspection;
Late/incomplete re-certifications or new admissions not within the PHA's control.

XIII. RENT REASONABLENESS AND RENTAL INCREASES

A. Rent Reasonableness:

The PHA may not approve a lease until the PHA determines that the initial rent to owner is reasonable. Rent reasonableness must be re-determined for rent increases, if there is a five percent decrease in published FMR's (in effect 60 days of contract anniversary), if directed by HUD, or at any other time the PHA deems necessary.

Rents for units placed in the Section 8 program must be considered rent reasonable for comparable, unassisted units in the area or unassisted units. The program regulations permit the PHA to disapprove any unit that is not considered rent reasonable. Rent reasonableness documentation will be maintained for all units placed under the Section 8 program.

The PHA will maintain and update periodically a rent reasonableness guide of unassisted units to assist in this process. The PHA's process will include a comparison that will include the following criteria:

1. The location, quality, size, unit type, and age of the contract unit; and
2. Any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

Owners will, by accepting each monthly housing assistance payment, certify that the rent to owner is not more than rent charged by owners of comparable unassisted units in the premises or area. Owners must give the PHA information requested by the PHA on rents charged by the owner for other unassisted units in the premises or elsewhere.

B. Rental Increases:

After the initial 12 months under a HAP contract, owners that want a rent increase must submit a written request to the PHA and tenant at least sixty (60) days prior to the annual recertification date. In order to receive a rent adjustment, (a) tenant must accept the proposed rent (b) the PHA must determine the proposed rent "reasonable" (c) the owner must have complied with all requirements of the HAP contract and (d) maintain HQS during the year before the annual anniversary date.

The adjusted rent to owner equals the lessor of:

(1) The pre-adjustment rent (see definitions) to the owner that is in effect 60 days before the HAP Contract anniversary multiplied by the applicable Section 8 annual adjustment factor (AAF) published annually by HUD.

(2) The reasonable rent (as most recently determined or re-determined by the PHA in accordance with the requirements of this policy).

(3) The amount requested by the owner.

Should an owner request an increase beyond the AAF ("special" increase) for improvements made to the property (outside of replacement for normal wear and tear), or increases in property taxes or utilities included in the contract rent, the request with supporting documentation and rent reasonableness determination must be forwarded by the PHA to HUD for consideration. The PHA may limit the term (for temporary or one-

time cost adjustments) of any special adjustment and the PHA has the right to withdraw the special adjustment.

C. Rental Increases for Subsidized Projects:

The rent to owners in an insured or non-insured Section 236 project, a Section 515 project, a Section 202 project, or a Section 221 (d)(3) project must be adjusted to follow the subsidized rent. The Section 8 annual adjustment factors are not to be used for adjustments in subsidized projects and special adjustments are not permitted by HUD.

The PHA has discretion to reduce the initial rent to owners because of other governmental subsidies, including tax credits, tax exemption, grants or other subsidized financing for regular tenancy.

XIV. HOUSING QUALITY STANDARDS

A. Inspections:

All housing units must have an initial and annual inspection and must pass the Housing Quality Standards (HQS) as set forth in the Federal Regulations, HUD Handbooks, and pertinent State and local laws to be placed under the Section 8 program. In addition, the PHA may require that units comply with the minimum local Housing Code. As permitted by the Federal regulations the PHA adopts the following HQS requirements:

1. The PHA requires that all windows that are designed to be openable have window screens, and all outside doors have door screens if design allows or central heating and air conditioning.
2. In the event of chipping and/or peeling paint (not subject to the Lead Based Paint Federal Regulations), the PHA reserves the right to request removal of chipping/peeling paint and painting prior to occupancy or at annual inspection.
3. In the event there is evidence of mold or mildew, the PHA reserves the right to request pressure washing of the unit.
4. The PHA will require all light fixtures designed to have a globe, to be installed prior to inspection.

The PHA will request that the owner be present at and during

the initial inspection and that all utilities are connected and operating. Results of the inspection will be provided to the owner and family as soon as possible after the inspection. All corrective actions of any inspection (Initial/Annual) are expected within thirty days, consistent with HQS standards for participating landlords. Failure to complete the repairs will automatically deny the unit for eligibility as of the thirty-first day, the HA will notify the family, allowing the reinstatement of the voucher, stopping the tolling/suspension.

The PHA will use its best efforts to execute the Housing Assistance Payment (HAP) contract before the beginning of the lease term; however, the HAP contract cannot be executed until a unit passes the above requirements and the participant has executed the lease agreement with active utility service in the head or spouses name. Failure of the participant to execute the lease or failure of the landlord to execute the Housing Assistance Payment contract within five (5) working days of notification by the PHA can result in termination of assistance. Potential participants will be advised that they are responsible for all rent should they enter into a lease agreement with an owner prior to passing inspection and the execution of a HAP contract with the owner.

Failure of the program participants to keep rescheduled inspections appointments (after the second appointment notification) without verifiable justification for the missed appointment can result in termination of the housing assistance as indicated in this plan.

B. Annual Inspections:

Annual inspections must be made on each unit under the program, before the annual re-certification period for the participant.

C. Move-out Inspections:

Move-out inspections will be conducted, when it is deemed necessary, by the PHA and in accordance with this plan.

D. Quality Control Supervisory Inspections:

Supervisory inspections will be done during each calendar year based on HUD's formula for all initial lease-ups and continued occupancy units under reexaminations by a person designated by the Director of the Housing Authority (must be someone other than the Inspector). A separate Quality Control Log will be maintained for the supervisory inspections.

E. Units Failing Housing Quality Standards:

Owners and participants will be notified in writing of all unit deficiencies and fail items and a timetable for correction. Emergency items (threat to health or safety) will necessitate contact by telephone (followed by correspondence) and must be corrected within 24 hours. Failure of the participant/owner to correct emergency items will result in the immediate termination of the contract without adherence to the notice requirements.

All other non-emergency repairs must be done after notification by the PHA within a reasonable time (as prescribed by the PHA) up to 30 days after notification except for painting.

The PHA may provide an extended period for painting based on weather conditions. Housing Quality Standard fail items not corrected in the time frames provided by the PHA's written notification by the responsible party (owner or participant family) will result in termination of the HAP contract. Participants who have continued to meet the program requirements will be provided with a voucher to find another unit.

In the event that HQS inspections determine that there are serious housekeeping problems, the PHA will notify the family and owner in writing of the conditions and strongly recommend that the owner take whatever action necessary to include conducting more frequent inspections. The correspondence will include notice that the unit may fail inspection based on the unit's failure to meet the required decent, safe, and sanitary requirements of the program and could lead to HAP contract termination.

XV. LEASE/OWNER APPROVAL, SECURITY DEPOSITS, UTILITIES AND HAP CONTRACTS

A. Lease/Owner approval.

(1) Nothing in this plan or in the Federal regulations intend to give any owner any right to participate in the housing programs. The PHA will not approve a unit under any of the following conditions:

(a) If information has been provided that the owner is debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

(b) If directed by HUD that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or any other federal equal opportunity requirement, and such

action is pending; or a court or administrative agency has determined that the owner violated such requirements.

(c) If the owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).

(d) If the owner has committed any fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.

(e) The owner has engaged in any drug-related criminal activity or any violent criminal activity.

(f) The owner has a history or practice of failing to terminate tenancy of tenants of units for activity engaged in by the resident, any member of the household, a guest or another person under the control of any member of the household that:

(i) threatens the right to peaceful enjoyment of the premises by other residents;

(ii) threatens the health or safety of other residents, PHA employees, or of owner's employees;

(iii) threatens the health or safety of or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or

(iv) is drug-related criminal activity or violent criminal activity

(g) The owner has a history or practice of non-compliance with the HQS for units leased under the programs of the PHA or any other federal housing program.

(h) The owner has a history or practice of renting units that fail to meet State or local housing codes.

(i) The owner has not paid State or local real estate taxes, fines or assessments.

(j) If the owner is the parent, child, grand-parent, grandchild, sister, or brother of any member of the family, unless the PHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

Notification of potential ownership must be provided in writing to the PHA. This restriction is applicable at the time a family initially receives assistance (not for continued assistance with approval of a new unit).

2. Owners will be advised that the PHA has not screened the family's behavior or suitability for tenancy and that such screening is the owner's own responsibility. Listing of a family on the PHA waiting list, or selecting a family for participation in the program, is not a representation by the PHA to the owner about the family's expected behavior or suitability for tenancy.

The PHA must give the owner information it has as to the family's current address and the name and address (if known) of the landlord at the family's current and prior address. The PHA may give the owner information about the family's tenancy history or about any drug-trafficking activity by the family members.

All owners and families will be provided the same types of information.

3. The PHA will utilize the owner's lease form that the owner uses for other unassisted units or if the owner does not have a standard form, the PHA will provide a standard form lease. The Section 8 staff must review all owner's leases for HUD required provisions (see Regulation 982.308 for requirements) and prohibited lease content prior to execution. The HUD Lease Addendum form must be executed and attached to all owner lease forms in order for the unit to be accepted under the program. In the event the owner refuses to execute the HUD Lease Addendum, the PHA cannot execute a HAP contract with the owner.

B. Security Deposits.

Effective on and after October 2, 1995, owners may collect a security deposit from the tenant; however, the security deposit may not be in excess of amounts charged by the owner to unassisted tenants.

Leases and HAP contracts executed prior to October 2, 1995 may continue, unless terminated for any reason, if the owner does not desire to change the security deposit amount to the above set forth allowable amount (prior to October 2, 1995, the security deposit was the greater of one month's TTP or \$50.00). Vacancy loss amounts and/or damage claims remaining under the old version of the HAP Contract will be determined in accordance with the executed HAP Contract and the Federal Regulations.

For contracts initiated after October 2, 1995, Landlords will be advised to collect market rate security deposits for

unassisted units. Should the tenant vacate the unit owing unpaid rent or amounts for damage claims, the PHA is not responsible for any reimbursement to the owner should the security deposit be insufficient to cover amounts the tenant owes under the lease. Owners will be advised that it will be necessary to collect any balances owed from the tenant.

Any unused or unclaimed portion (amounts owed by the family to the owner for unpaid rent or amounts owed under the lease) of a security deposit must be refunded to the family by the owner.

C. Utilities.

Prior to any HAP's being paid to an owner, the family must submit documentation that indicates the utilities have been placed in the name of head or spouse and have been turned on, unless the utilities are included in the contract rent. Participants will be allotted ten days from the notice of pasted inspection for connection of utilities, documentation must be provided at the time of the leasing appointment. Participants will be required to prove, at re-certification time, that the utilities are being continued by the family.

The PHA will adopt and update, as necessary, the utility allowance schedule to be used for computing utility allowances. If there has been more than a 10% change in the utility rates in the jurisdictional area of the PHA, the PHA must revise the utility allowance schedule.

The PHA must use the appropriate utility allowance for the size of dwelling unit **actually leased** by the family.

The PHA must approve a utility allowance which is higher than the applicable amount on the schedule should same be requested by a family that includes a person with disabilities. The PHA will use its discretion in considering a [reasonable] amount of increase based on individual circumstances.

D. HAP Contract.

The PHA will use its best efforts to execute the Housing Assistance Payment (HAP) contract before the beginning of the lease term; however, the HAP contract cannot be executed until a unit passes the above requirements and the participant has executed the lease agreement. The Housing Assistance Payment (HAP) contract must be executed no later than 60 calendar days from the beginning of the lease term. Failure of the participant to execute the lease or failure of the landlord to execute the Housing Assistance Payment contract within five (5) working days of notification by the PHA of the end of such period can result in termination of assistance. Any HAP contract executed after

the 60-day period is void, and no HAPs will be paid to the owner.

Potential participants will be advised that they are responsible for all rent should they enter into a lease agreement with an owner prior to passing inspection and the execution of a HAP contract with the owner.

The PHA may, in extenuating circumstances, pay housing assistance payments after execution of the HAP contract (in accordance with the HAP contract), to cover the portion of the lease term before execution of the HAP contract not to exceed 60 days.

Upon execution of the HAP contract, the unit passing inspection, and the move-in date of the participant, the PHA will commence payments on behalf of the family. Payments will continue until the contract is canceled/terminated or the family's total tenant payment equals gross rent. The termination of eligibility at such point will not affect the family's other rights under its lease, nor will such termination preclude the resumption of payments as a result of later changes in income (for a period not to exceed 180 days), rents or other circumstances during the term of the contract. Eligibility may be terminated in accordance with the contract requirements for failure to submit requested verifications, failure to meet any of the disclosure and verification requirements of the program, failure to comply with the reexamination requirements set forth herein, and/or failure to sign and submit consent forms. The HAP contract automatically terminates when there are no housing assistance payments made on behalf of the family for a period exceeding (1) one hundred eighty (180) days for units under HUD HAP Contract forms with print date of 9/95, or (2) one year after the last housing assistance payment on behalf of the family under HUD HAP Contract forms with a print date prior to 9/95.

HAP payments will be prepared so that owners will receive checks no later than the tenth day of each month. Payments will be issued on or about the fifteenth of each month for any HAP contracts not fully processed in the computer system for any reason such as initial lease-up, rent adjustments, etc.

Upon inspection by the PHA, written notification of any tenant-caused damage will be reported to the family and the owner. Failure of the family or the owner to correct any failed housing quality standards, regardless of responsibility, is grounds for termination of the HAP. The PHA will provide written notice of any such HAP termination to the family and the owner.

The PHA will abate payment or housing assistance in part or in whole (depending on the date repairs were completed) if it is determined that the owner/landlord is responsible for and is not

meeting obligations under the HAP contract for maintaining and operating the unit according to the Housing Quality Standards, without written notification of assignment to the PHA and tenant or any other standards established in the lease or by this policy. A written notification of such abatement will be sent to the landlord and resident. Termination of the HAP contract may occur in the event that a unit continues to fail Housing Quality Standards after the time period provided by the PHA for repair has passed.

E. Lease Terminations by Owners

(1) The owner may not terminate the tenancy except on the following grounds:

(a) Serious or repeated violation of the lease terms and conditions;

(b) Violation of federal, State or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises; or

(c) For other good cause.

(2) The family is not responsible for payment of the portion of the rent to owner covered by the housing assistance payment under the HAP contract between the owner and the PHA. However, the PHA will pay the HAP amount due if the family continues to reside in the unit until the owner has obtained a court judgement or other process allowing the owner to evict the tenant or when the HAP contract is terminated. The PHA's failure to pay the HAP to the owner is not a violation of the lease between the owner and the tenant. During the term of the lease the owner may not terminate the tenancy of the family for nonpayment of the PHA's housing assistance payment.

(3) The owner may terminate the lease for any activity engaged in by the resident, any member of the household, a guest or another person under the control of any member of the household that:

(i) threatens the right to peaceful enjoyment of the premises by other residents;

(ii) threatens the health or safety of other residents, PHA employees, or of owner's employees;

(iii) threatens the health or safety of or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or

(iv) is drug-related criminal activity or violent criminal activity including the manufacture of methamphetamine.

(4) Other good cause for termination of tenancy by the owner may include, but is not limited to, disturbance of neighbors, destruction of property, living or housekeeping habits resulting in damage to the unit, or the owner's desire to use the unit for personal use.

(5) Owners must give the tenant and the PHA a written notice that specifies the grounds for lease termination (may be included with an eviction notice, if applicable).

(6) Owners may keep the HAP for the month when the family moves out of the assisted unit not to exceed a period of 14 days. The PHA will not make any HAP to the owner for any month after the month when the family moves out.

(7) If a participant family moves from an assisted unit with continued tenant-based assistance, the term of the assisted lease for the new assisted unit may begin during the month the family moves out of the first assisted unit. Overlap of the last HAP (for the month when the family moves out of the old unit) and the first assistance payment for the new unit, is not considered to constitute a duplicative housing subsidy.

F. HAP Contract Terminations by the PHA

Program participants must comply with Section XVI(B) in cases of a desire to move to another unit with or without justification (such as change in job location). Program participants that have mutually agreed with a landlord to cancel a lease, must provide the PHA with 30 days written notice of intent to vacate the unit for any reason (voluntarily leaving the program or desire to relocate to another unit). Notification to the owner must be in accordance with the Lease requirements. Participants will be allowed to request another Voucher in the event of a desire to relocate to another unit (with notice as above indicated). The participant's time limit (60 days), in the event of a failure to locate another unit, will not be extended (except under emergency circumstances previously described in Section IX(G)).

Other than the termination of eligibility as set forth above, terminations will be made in accordance with the terms and conditions of the HAP contract with the owner. Terminations of a family's assistance in the program will also necessitate termination of the HAP contract with the owner. The following are grounds for the PHA's termination of the HAP contract and the families' assistance:

(1) If the PHA determines, in accordance with HUD requirements, that funding under the consolidated ACC is insufficient to support continued assistance for families in the program.

A) The Authority must evaluate the number of families on the program and consider the reduction based on the amounts paid by the Authority. Example 4 bedroom family HAP payment is within 90 percent of the Maximum Subsidy.

B) The Authority will consider the number of years assisted by the Agency with the exception of Elderly and Disability Households.

C) The Authority may offer families the opportunity to continue assistance in the Public Housing Complexes.

(2) Action or inaction (failure to act) by the participating family or violation of family obligations, termination of tenancy, eviction, or failure to correct any family-caused housing quality standards failure (including failure to keep continuous utility services, provision and maintenance of any appliances that the owner does not or is not required to provide, or failure to repair or reimburse the owner for any damage to the dwelling unit or premises by any member of the household or guest).

(3) Allowing any unauthorized person(s) to live in an assisted unit beyond a visitor period not to exceed (14) days.

(4) If a participant has committed any fraud or has made willful misrepresentations in connection with any federal housing assistance program.

(5) The family has violated any participant obligation or breached any agreement (see obligations of the family).

(6) Failure to comply with the requirements under a contract of participation in the Family Self-Sufficiency program.

(7) See Appendix **I** of this policy for terminations involving crime, drugs or violations of the PHA's One Strike Policy.

(8) Any uncorrected Housing Quality Standards failures or any family instituted or caused failure of any of the Housing Quality Standards.

(9) Failure to continuously occupy the unit under lease and HAP contract for more than 60 consecutive days (no member of

the family is residing in the unit) unless the PHA provides approval of the absence for extenuating circumstances. In no case shall the family be permitted to be absent from the unit for a period of more than 180 consecutive days.

(10) Failure of the part of the landlord/owner to correct any Housing Quality Standards.

(11) Mutual rescission of the lease by the owner and participant.

(12) Participant move with proper notice to owner and PHA.

(13) Moves required due to over-crowded or under-occupied units.

(14) Rental increases by owners beyond rent reasonableness for the area.

(15) If the family currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

(16) If the family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit that occurred prior to the effective date of the Unified Rule for tenant-based assistance, or other amounts owed by the family under the lease.

(17) If the family has engaged in or threatened abusive or violent behavior toward PHA personnel.

(18) A violation of HQS space standards because of an increase, decrease due to a change in family size and composition. The PHA must issue the family a new voucher and the family must find and select a new unit that meets the program requirements. In the event the family refuses to move when notified, the PHA will terminate the HAP contract and assistance.

(19) As applicable to the HAP contract, either one year or one hundred eighty (180) days after the last housing assistance payment is made to an owner on behalf of a family (automatic termination).

(20) Failure to accurately report income.

(21) Failure to accurately report criminal arrests or convictions household members of drug or violent nature.

The PHA will provide written notice (according to the terms and conditions of the HAP contract, the Rental Voucher) of program termination, and will indicate if the participant has the right to an informal hearing (see Complaint and Hearings Section).

G. Damage Claims

Damage claims can only be submitted by owners that remain under the older version of HAP Contracts (prior to the October 2, 1995 regulatory changes) that allow the PHA to reimburse owners for damage claims or vacancy loss (according to the HAP Contract) upon submission of complete and adequate documentation.

XVI. HOUSING AUTHORITY, OWNER, AND PARTICIPANT RESPONSIBILITIES AND OBLIGATIONS

In addition to provisions contained in the Voucher, HAP Contract and/or Lease, the following are included but not limited to, the responsibilities and obligations of the parties participating in the programs:

A. Housing Authority:

- (1) Publication and dissemination of information concerning the availability and nature of housing assistance for eligible families.
- (2) Public invitation to owners to make units available for leasing by eligible families and development of working relationships and contracts with landlords, appropriate agencies, associations, and groups.
- (3) Receipt and review of applications, verification of income, and other factors related to eligibility, amounts of assistance, and maintenance of a waiting list.
- (4) Issuance of Vouchers to eligible families.
- (5) Notification of families determined to be ineligible.
- (6) Provision to voucher holders of basic information on applicable housing quality standards, inspection procedures, owner and tenant responsibilities, and basic rules.
- (7) Determination of Total Tenant Payment and Tenant Rent.
- (8) Determination of Housing Assistance Payments (HAPs).
- (9) Explanation of program procedures to owners.

(10) Review of and action on Requests for Lease Approval, including monitoring to assure that the limitations on use of Section 8 housing assistance in subsidized projects are observed.

(11) Distribution of Housing Assistance Payments.

(12) Provision of housing information to assisted families and referral of such families to appropriate social service agencies, if needed.

(13) Reexamination of income, family composition, medical expenses or other eligible expense, and re-determination of Total Tenant Payment and Tenant Rent.

(14) Adjustment of the amount of Total Tenant Payment, Tenant Rent, utility reimbursement, and/or HAP.

(15) Inspections to determine that units are maintained in decent, safe, and sanitary condition, and written notification to owners and families of adverse determinations.

(16) Administration and enforcement of Contracts with owners and taking appropriate action in cases of noncompliance, default, program abuse and fraud.

(17) Compliance with equal opportunity requirements, including efforts to provide families' assistance in locating housing in areas outside of economically and racially concentrated areas.

(18) Determine who can live in the assisted unit, at admission and during the family's participation in the program.

(19) Conduct informal reviews of certain PHA decisions concerning applicants for participation in the program.

(20) Conduct informal hearings on certain PHA decisions concerning participant families.

(21) Provide sound financial management of the program, including engaging an independent public accountant to conduct audits.

(22) Issue IRS Form-1099 for rental payments to agents/owners (to the Payee on issued rental payments and/or whomever executes the HAP Contract).

(23) Prohibit portability for any family placed in a "probationary or conditional status" for at least 12 months.

(24) Any other task given priority consideration and support by the Board of Commissioners.

B. Owners/Landlords:

(1) Performance of all property management and renting functions, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.

(2) Maintaining the unit in accordance with HQS or other standards as specified in this Administrative Plan, including performance or ordinary and extraordinary maintenance.

(3) Payment for utilities and services (unless paid directly by the family).

(4) Collection of security deposit, the tenants' contribution of rent, and any charges for unit damage by the family.

(5) Collection, preparation and reporting of information required under the Housing Assistance Payment Contract.

(7) Compliance with the applicable provisions of this Administrative Plan.

(8) Compliance with equal opportunity requirements.

(9) Notify the PHA and family of any changes in the amount of rent at least sixty days before any such changes to into effect, and any such changes are subject to rent reasonableness requirements.

(10) Notify the PHA of any proposed charges (including charges for household appliances, utilities, or any other service) to the tenants' family other than those in the approved HAP contract and lease.

(11) Determining when to evict, advising the PHA, and proceeding with the action through proper legal action.

(12) Comply with South Carolina Landlord Act and any amendments thereto.

(13) Notify the Authority in writing after the

identification an assisted unit being vacated.

C. Program Participants:

(1) Execute or provide any required certifications, consent and release of information forms, or other documentation which the PHA or HUD determines to be necessary, including submission of required documents required for initial, interim or annual reexamination of family income and composition (includes submission of required evidence of citizenship or eligible immigration status). All income, including income increases, must be reported.

(2) Allow the PHA or landlord/owner to inspect the dwelling unit at reasonable times and after reasonable notice (no notice required for cases of an emergency).

(3) Notify the Housing Authority by a mail thirty (30) day notice before vacating the dwelling unit.

(4) Use the dwelling unit solely for residence by the PHA approved family as the family's only residence.

(5) Comply with the term of the lease agreement.

(6) Prevent any damage or family-caused housing quality standards failure (including continuous utility services), control the conduct and/or actions of their family members, guests and visitors, and if any damage occurs, pay for any damage to the unit that are caused by the tenant, family, guests, or visitors.

(7) Refrain from committing any fraud in connection with the Section 8 program or any other Federal, State or local assistance program.

(8) Refrain from receiving assistance under the Section 8 program while occupying or receiving assistance for occupancy of any other unit assisted under any subsidized housing program.

(9) Refrain from assigning the lease or transferring the unit by any means.

(10) Refrain from engaging in crime or drugs (see Appendix of this policy).

(11) Not allowing any individuals unauthorized by the PHA to live in the unit, including but not limited to allowance of others receipt of mail or legal representation of residence in a federally assisted unit. Guests or visitors

may only be permitted to visit with the family for not more than fourteen (14) days subject to notification to the PHA.

(12) Refrain from activity on the part of any member of the family, guests or visitors that would disturb any neighbor's peaceful enjoyment of their own accommodations.

(13) Disclose and verify social security numbers and must sign and submit consent forms for obtaining information in accordance with federal regulations.

(14) Provide the PHA a copy of any owner eviction notice.

(15) Provide the PHA a copy of any notice or intent to vacate the assisted unit.

(16) Notify the PHA of any absence from the unit and supply information/certification requested by the PHA to verify that the family is living in the unit, or relating to family's absence from the unit.

(17) Disclose in writing any decrease or desired changes in family size and composition. PHA approval must be granted for any adding family members unless by birth, adoption, or court-awarded custody of a child. Changes to unit size may be necessary according to program requirements when family size changes occur. In the event the family refuses to locate a new unit/move when notified, the PHA will terminate the HAP contract and assistance.

(18) Disclose in writing any arrest/conviction of drug related, sexual or violent criminal activity for all members of the assisted unit.

XVII. ANNUAL RE-CERTIFICATION, INTERIM CHANGES AND REEXAMINATIONS

A. Annual Re-certification:

Annual re-certification must be done on or before the anniversary date of the HAP contract for all participants in the Section 8 program. Program participants must report to the PHA all changes in income, any additions or deletions of household members, and deduction changes (such as child care) in writing within ten (10) working days from the date of change. Participants and owners will be notified in writing of the annual re-certification at least sixty (60) days prior to the anniversary date of the HAP contract. Participants will be given an appointment for re-certification. One cancellation and rescheduling of an appointment will be permitted. Failure to re-

certify will be deemed as inaction by the participating family and a violation of the family's obligations and is grounds for termination of assistance. Participants and owners will be provided with a "HAP Contract Adjustment" form at the end of the reexamination that will indicate all changes from the previous initial HAP contract or previous adjustment.

Eligible Students at certification must include: (a) the income of both the Student and parent(s), and (b) financial assistance in excess of tuition. Program participant(s) must be identified at the next annual recertification, if determined an "Eligible Student" the HA must obtain third party verification of the parent(s) income; Financial Assistance and tuition. Any participant who's combined annual income exceeds Income guidelines will be terminated from the program.

Rent Calculations: Employment income will be converted to annual amount using the following formulas:

Full-time hourly: rate x 2080; weekly: amount x 52; bi-weekly amount x 26; semi-monthly L amount x 24; monthly amount x 12.

Seasonal Employment will be calculated by method 1: the PHA annualizes current income and then conducts an interim re-examination when income changes.

Earned Income Disallowance: Defined, the exclusion of increase in income attributable to new employment or increased earning over income received prior to qualifying for the disallowance. The PHA will document and track EID as prescribed by HUD regulations located in 24 CFR 5.617.

B. Unit Transfers/Moves:

Program participants may request to move to another unit; however, moves will not be permitted during the initial year of assisted occupancy and only one move can be made per year. Requests must be made in writing to the PHA and the owner, the PHA will encourage families to exercise relocation during the PHA's annual re-certification. The request to move must be accompanied by the participant's intent to vacate and/or a written thirty (30) day notice to the landlord. The PHA will issue a new voucher only if the family has previously fulfilled all obligations and responsibilities under the Section 8 program, and has not committed any fraud, program abuse (including non-payment of amounts owed to the PHA under a repayment agreement), and/or is responsible for or failed to correct any tenant-caused

damage to an assisted unit. The program participant will be given the same required sixty (60) days to locate another unit. Extensions will only be given for extenuating circumstances as indicated in Section IX(F).

In the event the participant fails to notify the PHA and the owner prior to the expiration of the Voucher of their intent to remain in their present unit or provide the required Request for Lease Approval for another unit, the participant's assistance may be terminated and the participant will be solely responsible for rent (under the lease) to the owner.

A participant may be required to move under the following circumstances:

(1) the participant has contacted an owner for necessary repairs that would fail the HUD established Housing Quality Standards and the repairs are not made. The participant must contact the PHA in these circumstances.

(2) units that do not pass the annual housing inspections or special inspections as above set forth and the owner fails to make the necessary repairs in the time frame for completion as indicated in writing to the owner by the PHA.

(3) the owner has notified the PHA of their intent not to continue the lease.

(4) over-crowding or under-utilization of unit size.

C. Interim Changes:

Program participants must report to the PHA all changes in income, any additions or deletions of household members, and deduction changes (such as child care) in writing within ten (10) working days from the date of change. Failure to report may result in program termination and/or criminal prosecution. All interim change(s) must exceed a 30 days timeframe to be considered eligible for an adjustment to rent either increase or decrease.

For all income change that is reported by the twenty-fifth (25th) day of the month that results in a decrease of the participant's total tenant payment, an interim adjustment must be made and will become effective the first of following month after the resident reports the change and verification is obtained by the PHA.

Interim adjustments will be made to correct any errors which may have occurred under the initial certification or for any

subsequent reexaminations.

Interim adjustments will be made for annual income increases in income of only more than \$1,200 or more than a \$30 change in the participant's total tenant payment. Deductions from income (example childcare) to the household will not be changed unless specifically requested by the head-of-household until annual recertification time. All other changes to household size, household deductions, income, etc. will require an interim adjustment.

Increases in rent will become effective the first of the month following a 30-day notice by the PHA to the participant. In cases of a participant's failure to report income increases, the rent change will be made retroactive to the date of the income increase.

All income and rent adjustments will be made for all FSS participants.

Zero income families may be contacted on a quarterly basis concerning the status of their household income or the Agency may process an EIV. They will be advised to seek assistance from supportive agencies (DSS, Job Service, etc.). Participants that have no source of income for a period of more than three (3) consecutive months will be required to submit statements of survival until employment or other means of financial support is obtained. The PHA may request a credit report on these families for rent determination purposes to see if there are any amounts paid to the household on a regular basis. Zero income families requesting to move will be asked to disclose all sources of financial assistance necessary to complete the relocation.

The PHA will consider on a case-by-case basis and use its best judgement in determining whom remains in the program if a family unit breaks up. Consideration will be given to interests of any minor children, custody issues, disability of any family members, etc. In the event of judicial proceedings in a separation or divorce, the PHA will be bound by any court determinations.

D. Limitations on Household Size:

Participant families may only increase household size due to marriage, birth of additional child(ren), custody changes or legal adoptions involving minor children, or additions through the foster care program. Families with these type of changes in household size that result in the unit no longer being the appropriate size will be issued a voucher according to funding availability.

A transfer list will be maintained for participants that cannot

be immediately assisted with a larger Voucher.

At the PHA's discretion, immediate family members who have been deleted from the household or were never members of the household may not be added as program participants and are not entitled to housing assistance. Such persons will be advised to apply for housing assistance.

XVIII. REPAYMENT AGREEMENTS AND COLLECTIONS

Should the PHA determine that HAPs have been paid to an owner in excess of the amount that should have been paid due to unreported income, and it has been determined that there was no intentional fraud involved, a repayment agreement may be entered into with the participant. Based upon the participant's circumstances, a monthly repayment amount will be set at a reasonable rate. In the event of extreme hardship cases, the PHA has the right to amend the repayment agreement or waive the amount due upon approval by the Executive Director. The PHA will refuse to allow the participant to receive another voucher for future moves until the amount is paid in full. The PHA will terminate assistance for non-payment or failure to comply with the terms of the repayment agreement.

Repayment agreements will not be entered into with owners. In the event that an owner is paid any excess amounts not due by the PHA, then the following are the conditions for repayment:

(1) The amount owed will be deducted from any future HAP payments for the same participant family or other participant families in units owned by the owner or (2) the amounts are due to the PHA upon notification in writing to the owner.

Any repayment amounts must be paid by personal check or money order. The PHA will not make a practice of accepting cash. Receipts will be issued for amounts paid in person at the PHA office. Repayment agreement procedures located in separate section of this policy.

XIX. PORTABILITY

The PHA will adhere to portability program requirements. The Federal Regulations permit portability moves in the Section 8 program to a jurisdiction of a PHA anywhere in the United States that administers a tenant-based program. Due to funding limitations the PHA must exercise the limitation of portability to Authority's who are willing to absorb or who's FMR is equal or less than the PHA's. Standard procedures are included as an attachment to this policy.

Participants not having a legal domicile in the jurisdiction of the PHA at the time the family applied for assistance must rent a unit in the PHA's jurisdiction for at least twelve (12) months before being eligible for portability unless economical advancement or medical needs are required.

A. As an Initial PHA:

In portability moves where the PHA is the initial PHA, staff must contact the receiving PHA to initiate the move. If the participant has complied with the program regulations and this Administrative Plan, a new Voucher must be issued to the participant to be given to the receiving PHA if funding is available.

The regulations allow the receiving PHA to administer the initial PHA's voucher or issue one of its own vouchers. The Section 8 staff must send a letter of good standing for the participant family, the completed voucher, the HUD-50058 and worksheet for the family. The Section 8 staff must indicate the date by which the family must submit a Request for Tenancy Approval and maintain close contact with the receiving PHA to determine the HAP Contract execution date should the Receiving PHA decide to administer the PHA's voucher. The PHA will follow the guidelines set forth in this Administrative Plan for allowable extensions.

In the event that the receiving PHA indicates its intention to administer the initial PHA's voucher and the family has not located suitable housing within the sixty (60) days (with no permitted extension of time granted), the receiving PHA and the participant will be notified of the loss of housing assistance by the initial PHA.

The Initial PHA must reimburse the Receiving PHA for the administrative fees, and the hard-to-house fee, if applicable. The Section 8 program staff will notify accounting of the move so that bills from the initial PHA will be anticipated and paid promptly by the receiving PHA.

B. As a Receiving PHA:

The PHA will determine on a case-by-case basis whether to administer the initial PHA's voucher or issue one of the PHA's vouchers (based upon funding availability). It is the responsibility of the initial PHA to contact the receiving PHA indicating the participant's intent to move, provide a letter of good standing, provide a voucher, provide the HUD-50058 and worksheet for the family, and to monitor and follow-up with the receiving PHA. The receiving PHA will only assist the participant if the initial PHA has issued a new Voucher to the participant entitling them to seek another unit. The participant must be re-certified initially and annually for the purposes of determining housing assistance payments.

In the event that the administration of another PHA's

Voucher is necessary, Section 8 program staff will provide immediate notice to the accounting staff so that timely billing to and payment from the initial PHA can be accomplished for the administrative fees, preliminary expense, and the hard-to-house fee, if applicable. The Section 8 program staff must notify accounting immediately should the family cease to participate in the program. **Portability procedures are addressed as a separate section of the policy.*

C. Subsequent moves:

The PHA, as the initial PHA, limits the portability moves of participants, to not more than one move in any twelve (12) month period (after initial lease-up period of twelve (12) months and after).

D. Income Limits:

The applicable income limit for the participant is always the income limit for the area in which the family initially leases a unit and first becomes a Section 8 participant. Any potential program participant who is not a current program participant or is a portable family transferring assistance between PHAs must be income eligible in the new program area (where they are to be assisted).

XX. COMPLAINTS AND HEARINGS

A. Discrimination Complaints

If there is notification to the PHA that there is reason to believe that there has been any discrimination on the basis of race, color, creed, sex, disability status, familial status, or national origin, the PHA will provide the Fair Housing Complaint Form, HUD-903, and any assistance deemed necessary.

B. Informal Reviews

The PHA will provide applicants with prompt written notice of ineligibility or denials of assistance. The notice must contain the reasons for the PHA decision, a statement that the applicant may request an informal review, and how to obtain an informal review. The PHA will indicate that requests for informal reviews must be received by the PHA within ten (10) days from the date of the notification. Failure to request the hearing, in writing, within ten (10) days from the date of the letter from the PHA will result in forfeiture of this right.

The informal review must be conducted by a person or persons

designated by the PHA, other than a person who made or approved the decision under review or a subordinate of this person. The applicant will be given the opportunity to present written or oral objections to the PHA decision.

A prompt written decision will be provided to the applicant after the informal review.

Informal reviews, upon receipt of a written request, will be conducted for decisions affecting participants to include the following:

(1) Determinations of the family's annual or adjusted income and the use of such income to compute the housing assistance payments.

(2) A decision of denial or termination of a participant's housing assistance.

(3) A determination of the family unit size under the PHA's subsidy and occupancy standards.

Informal reviews will not be conducted by the PHA for the following:

(1) Discretionary administrative determinations by the PHA, general policy issues, or class grievances.

(2) The PHA's determination of the bedroom size indicated on the Housing Voucher or the participant's occupancy of a unit that is overcrowded or under utilized.

(3) The PHA's determination that a unit located by an applicant does not comply with the PHA's housing quality standards, the PHA's determination not to approve the lease of a unit, failure of an owner to maintain or operate a contract unit in compliance with the housing quality standards, or because of failure to meet the standards for family size and bedroom size due to changes in the family composition.

(4) The PHA's decision not to approve a request for an extension or suspension of a voucher term.

(5) The PHA's decision to exercise any remedy against an owner under contract for fraud or substantial noncompliance with the program requirements, e.g. units failing HQS standard, including the termination of payments for any units that may be under contract with the owner.

(6) Establishment of the PHA schedule of utility

allowances.

(7) A PHA determination that an assisted unit is not in compliance with HQS (unless terminating assistance because of a family caused breach of the HQS) including a determination that the unit fails HQS because of the family size.

(8) A determination by the PHA to exercise or not to exercise any right or remedy against an owner under a HAP contract.

C. Informal Hearing Procedures

The PHA will give participant families an opportunity for an informal hearing under any of the following circumstances:

1) Determination of the family's annual or adjusted income or computation of assistance disputes.

2) Determination of family's utility allowance disputes.

3) Determination of the family's unit size under subsidy standards.

4) Determination to terminate assistance except as outlined herein.

Informal hearings must be requested by a family in writing within ten (10) days from the date of the notification. Failure to request the hearing, in writing, within ten (10) days from the date of the letter from the PHA will result in forfeiture of this right.

The family and the PHA must be given the opportunity to examine and copy (at the requesting parties' expense) any PHA or family documents that are directly relevant to the hearing. If the PHA or the family does not make the document available, the PHA or the family may not rely on the document at the hearing.

Either party may, at its own expense, be represented by a lawyer or other representative.

The hearing must allow for due process for the PHA and the family to include presentation of any evidence and/or opportunity to question witnesses, right to retain and have legal representation, rights of discovery for both the family and the PHA (right to examine and photocopy documents directly relevant to the hearing), and right to a private hearing.

Failure to appear at a scheduled hearing by either the

family or the PHA is a waiver of the right to a further informal hearing. A written decision of the hearing officer or panel will be issued. The determination by the hearing officer or panel does not constitute a waiver of either party's right to appropriate judicial proceedings.

The hearing must be conducted by a person or persons designated by the PHA, other than a person who made or approved the decision under review or a subordinate of this person.

The person or panel conducting the hearing must issue a prompt written decision stating the reasons for the decision to the PHA staff and the applicant/participant/owner. The PHA is not bound by a hearing decision concerning a matter for which the PHA is not required to provide informal hearings or that otherwise exceeds the authority of the person conducting the hearing or if such hearing decision is contrary to HUD regulations or State/local law. In such instances, the PHA must notify the family of such determination and the reasons for the determination.

Informal Hearings will not be conducted by the PHA for the following:

1) Terminations based on criminal or drug activity as set forth in Appendix [] of this policy. The PHA will grant an opportunity for an open discussion for any terminations of assistance.

XXI. OTHER ADMINISTRATIVE FUNCTIONS

The PHA will annually review and, where necessary, make changes to utility allowances and policies/procedures.

Fair Market Rents changes as issued by HUD will be put into effect after publication in the Federal Register. Payment Standard changes for the Voucher program will increase as deemed necessary.

The Housing Authority Executive Director or his/her designee will conduct internal quality reviews on the files for accuracy and completeness of documentation. Staff will be monitored and counseled in any deficient areas.

If funding limitations require reduction of the number of families assisted then the number of Section 8 staff must be reduced accordingly. The method of staff reduction:

- 1. *Staff members with the highest documented number of policy/federal violations.***

2. Staff members who do not meet expectation in the performance evaluation for more than one year.

It is the responsibility of the PHA to document reports any reports of fraudulent activity on the part of Section 8 program staff, applicants, participants, or owners. Documentation, when obtainable, will be compiled and an internal review will be conducted as to credible evidence by the Section 8 staff. In the event that the documentation is sufficient to pursue further action, the Executive Director will be notified to determine the resulting actions by the PHA.

The PHA's operating reserve funds earned prior to 12/31/2004 may be expended for other housing purposes consistent with the authority of the PHA under State and local law, provided that the amounts used for other housing purposes are not required for projected administrative expenses through the remaining Annual Contribution Contract terms. Expenditures made for other housing purposes, consistent with State and local law, must be procured and committed in accordance with the current Procurement Policy adopted by the Board of Commissioners. The threshold for such expenditures may not exceed \$3000.00 without prior approval by the Board of Commissioners.

Program accounts and related records and files will be maintained in accordance with HUD regulations for at least three (3) years. All records and files for applicants and participants will be maintained for at least three (3) years to include leases, HAP contracts, applications, records that provide income, racial, ethnic, gender and disability status, HUD-required reports, unit inspection reports, and lead-based paint inspection records.

ADDENDUM I TO ADMINISTRATIVE PLAN FOR SECTION 8
TENANT-BASED PROGRAMS

DRUG & CRIME ELIMINATION & ONE STRIKE POLICY

I. PURPOSE

In an effort to provide safe housing for residents assisted under the Sumter Housing Authority's housing programs, this policy is adopted to enable the PHA to screen, determine eligibility, and terminate assistance to persons that would pose a threat to the safety and/or peaceful enjoyment of the premises by residents.

II. DEFINITIONS

Covered Person. Definition for drug-related criminal activity (see 24 CFR 5, subpart I, and parts 966 and 982). A tenant, any member of the tenant's household, a guest or another person under the tenant's control.

Credible Evidence. Evidence of drugs found in the dwelling unit, evidence which is tied to the drug activity, arrest warrant issued, drug raids, or arrest, or conviction for such activity.

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

Guest. Definition for drug-related criminal activity (see 24 CFR 5, subpart I, and parts 882, 960, 966 and 982). A person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of parts 966 and 982 apply to a guest as so defined.

Household. Definition for drug-related criminal activity (see 24 CFR 5, subpart I, and parts 882, 960, 966 and 982). The family and PHA-approved live-in aide.

Other Person Under the Tenant's Control. Definition for drug-related criminal activity (see 24 CFR 5, subpart I, and parts 882, 960, 966 and 982). See also definition of "covered" person. The person, although not staying as a guest (as defined herein) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined herein) because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily

and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.

Premises. Definition for drug-related criminal activity (see 24 CFR 5, subpart I, and parts 960 and 966). The building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

Preponderance of Evidence. 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.

Violent Criminal Activity. Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

III. ELIGIBILITY/INELIGIBILITY DETERMINATIONS AND TERMINATIONS OF ASSISTANCE BASED ON DRUG/CRIMINAL ACTIVITY

As a part of eligibility and/or continued assistance, the PHA will enforce HUD's **"One Strike, You're Out"** procedures.

Criminal background checks (to include all adult family members) will be done by either obtaining copies of records or requiring the family to furnish such copies of criminal records. The PHA's background checks will include police record searches, landlord reports of disturbances or destruction of property, drug-related/substance abuse activities or reports/charges for any other activity that could adversely affect the safety and welfare of other public housing residents.

Applications will be reviewed and any ineligible applicants will be promptly notified in writing. The notice will provide the reason for the decision and an opportunity to request an informal review (for applicants) or hearing (for residents/participants) of the decision.

In accordance with HUD Regulations, the PHA may deny admission to any applicant whose screening results indicate that they or any member of their family may have a detrimental effect on the community or conducts or has conducted any activity that would affect the health, safety, or right to peaceful enjoyment of the premises of other residents.

Likewise, in accordance with HUD Regulations, the PHA terminate assistance to any participant or family (or specific member(s) of a family) that has conducted any drug related activity, alcohol abuse, or criminal activity on or near the premises that has or

may have a detrimental effect or that would affect the health, safety, or right to peaceful enjoyment of the premises of other residents.

Consideration shall be given to the nature, extent, and elapsed time of the applicant's conduct and to the probability of favorable future conduct. As a part of consideration, if two years have passed from the date of a release from prison or three (3) years or more have passed since the date of the last criminal conviction and there has been no drug-related or criminal activity, the PHA may determine that the applicant is eligible.

The PHA may require an applicant to exclude a household member in order to be admitted to the housing program where that household member has participated in or been culpable for actions described herein.

All housing terminations will be made in accordance with the Federal Regulations, State and local laws, and the PHA's Informal Review/Hearing or Grievance Policy.

Eligibility/ineligibility and/or terminations of assistance will be made and can include but are not limited to any of the following:

A. Any member of a family applying for housing assistance or receiving housing assistance that has been evicted because of drug-related criminal activity from housing assisted under a 1937 Housing Act program. The PHA must prohibit admission to the program of an such applicant for three (3) years from the date of such eviction.

B. Any member of a family applying for housing assistance or receiving housing assistance that is arrested, charged or evicted of criminal activity on or near the premises. The PHA will base its determinations upon a preponderance of evidence regardless of whether the household member has been arrested or convicted for such activity.

C. Consideration will be given by the PHA in determining denials or terminations of assistance for charges against a family member, if the family member can demonstrate that he or she: (1) has an addiction to a controlled substance, has a record of such impairment, or is regarded as having such impairment; and (2) is recovering, or has recovered from, such addiction and does not currently use or possess controlled substances. The PHA may require a family member who has engaged in the illegal use of drugs to submit evidence or participation in, or successful completion of, a treatment program as a condition to being allowed to reside in the unit, and may require supporting evidence that the individual has remained drug-free for one year.

The PHA reserves the right to deny eligibility if there is reasonable doubt of the rehabilitation in order to protect the health, safety and/or right to peaceful enjoyment of the premises by other residents.

D. Any family having a family member who has a lifetime registration under a State Sex Offender Registration program.

E. Any family having a family member that has been convicted of manufacturing or producing methamphetamine (speed) in a Public Housing or Section 8 assisted property is denied eligibility for life.

F. Actions that would adversely affect the safety or hinder the peaceful enjoyment by other nearby residents by any family member or guest under the family's control.

G. Any family having a family member that has a pattern of abuse of alcohol that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

H. Any abusive or violent behavior or threats of any abusive or violent behavior towards any PHA employee, PHA's agents, contractors, subcontractors, or any other resident by any member of a family or guest/other person under the tenant's control.

I. Any family having a family member that is fleeing to avoid prosecution, or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees; or is violating a condition or probation or parole imposed under Federal or State law.

IV. PROHIBITION OF DISCRIMINATORY TREATMENT OF APPLICANTS OR RESIDENTS

The PHA will screen all adult family members and will require the signature of each adult household member on the consent form to release criminal conviction records.

In obtaining records from a drug abuse treatment facility, the PHA selects HUD's [Policy B] in requesting information on applicants and family members of applicants or residents. The PHA will obtain a consent form from the household member(s) whose:

A. Criminal record indicates prior arrest or conviction for any criminal activity that may be a basis for denial of admission under HUD Regulations and/or this policy.

B. Prior tenancy records indicate that the proposed household member:

1. Engaged in the destruction of property;
2. Engaged in violent activity against another person; or
3. Interfered with the right of peaceful enjoyment of the premises by other residents.

V. RECORDS MANAGEMENT AND CONFIDENTIALITY

Criminal conviction records received by the PHA from a law enforcement agency will be used for screening applicants for admittance to the Public Housing program, Section 8 Housing Choice Voucher program, Section 8 Moderate Rehabilitation or Project-based programs. Such records may only be used by the PHA for lease enforcement and eviction of Public Housing Residents and/or terminations of assistance in Section 8 programs. Owners of properties under the Section 8 program must adhere to the requirements/restrictions of 24 CFR 5.903 in requesting and/or receiving criminal information from a PHA for their use in lease enforcement/evictions.

The PHA will protect the confidentiality of any its files and records received from drug-treatment facilities about a person by adhering to the following records management practices:

1. A separate file will be maintained for any records received from drug-treatment facilities. The file will be kept in a locking file cabinet or drawer by the Executive Director or the Assistant Executive Director. This practice will ensure that the record is not misused or improperly disseminated.

2. The Executive Director or Assistant Executive Director will destroy such records as follows:

- a. Five (5) business days after the PHA makes a final decision to admit the person; or

- b. In a timely manner after the date on which the statute of limitations for commencement of a civil action has expired or until final disposition of any litigation based upon

the PHA's determination of denial or termination of assistance.

VI. PHA'S USE OF CRIMINAL RECORDS

The PHA, in determinations for eligibility and/or terminations of assistance, will provide the subject of the criminal record and the applicant with a copy of the criminal record. The PHA will give the family an opportunity to dispute the accuracy and relevance of the record in accordance with its informal review/hearing process.

SECTION 8 PROGRAM
ANNUAL INCOME INCLUSIONS
24 CFR 5, SUBPART F

Annual income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets for the 12-month period following the effective date of certification of income, exclusive of certain types of income provided in exclusions to income. If it is not feasible to anticipate a level of income over a 12-month period, or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a re-determination at the end of the shorter period.

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

- (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member, or
- (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- (3) Which are not specifically excluded in income exclusions attached.
- (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.
- (5) Eligible Student includes the annual income of the student, parent(s) and financial assistance which exceeds tuition.

B. Annual income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in IRS regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income. An allowance for depreciation is permitted only as authorized in #2 above. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000.00 annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. The full amount of periodic payments received from Social Security,

annuities, insurance policies, retirement funds, pensions, disability or death benefits or other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except deferred periodic amounts from supplemental social security (SSI) and social security benefits that are received in a lump sum amount or in prospective monthly amounts). (See income exclusions).

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as listed in #3 of income exclusions).

6. Welfare assistance (**NOTE: SEE BELOW AT ***): If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(a) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus

(b) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage;

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

8. All regular pay, special pay and allowances of a member of the Armed Forces except those indicated in #7 of income exclusions.

* Families whose welfare assistance is reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement will not have their rent reduced based on the welfare benefit reduction (excludes persons that benefit is reduced due to a lifetime limit or where a family has complied with program requirements but cannot obtain employment). The PHA will obtain verification of such benefit reduction from the welfare agency.

SECTION 8 PROGRAM
ANNUAL INCOME EXCLUSIONS
24 CFR 5, Subpart F

Annual income does not include the following:

1. Income from employment of children (including foster children) under the age of 18 years.
2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (see #5 income exclusions).
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of a live-in aide, as defined in 24 CFR 5.403.
6. The full amount of student financial assistance paid directly to the student or to the educational institution.
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
8. (i) Amounts received under training programs funded by HUD;

(ii) amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

(iii) amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(iv) amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200.00 per month received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time; or

(v) incremental earnings and benefits resulting to any family member from participating in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
9. Temporary, nonrecurring or sporadic income (including gifts).

10. 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.
11. Earnings in excess of \$480.00 for each full-time student 18 years old or older (excluding the head of household and spouse).
12. Adoption assistance payments in excess of \$480.00 per adopted child.
13. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment.
14. 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.
15. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
16. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the US Housing Act of 1937. A notice will be published in the Federal Register and distributed to PHAs and owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

SELF-SUFFICIENCY INCENTIVE FOR PERSONS WITH DISABILITIES:

Definitions:

Previously unemployed: includes a person with disabilities who has earned in the twelve months previous to employment, no more than would be received for 10 hours work per week for 50 weeks at the established minimum wage.

Qualified family: a disabled family receiving tenant-based rental assistance (or other housing as defined in Federal regulations 24 CFR 5.617) whose: (1) annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment; (2) annual income increases as a result of increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or (3) annual income increases, as a result of new employment or increased earnings of a family member who is a person with disabilities, during or within six 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 responsible entity in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance [] provided that the total amount over a six-month period is at least \$500.

EXCLUSION:

INITIAL TWELVE MONTH EXCLUSION: During the cumulative twelve month period beginning on the date a member who is person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the responsible entity must exclude from annual income of a qualified family any increase in income of the family member who is a person with disabilities as a result of employment over prior income of that family member.

SECOND TWELVE MONTH EXCLUSION AND PHASE-IN: During the second cumulative twelve month period after the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the responsible entity must exclude from annual income of a qualified family 50% of any increase in income, of such 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 disallowance of increased income of an individual family member who is a person with disabilities (defined above) is limited to a lifetime 48 month period. The disallowance only applies for a maximum of twelve months for disallowance for the initial 12-month period and a maximum of twelve months for disallowance for the second 12-month period during the 48-month period starting from the initial exclusion period.

The disallowance of increases in income as a result of employment of persons with disabilities does not apply for purposes of admission to the program (including determination of income eligibility or any income targeting that may be applicable).

Federal Statute Exclusions from Income (August 1993)

- ▶ 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 (such as Retired Senior Volunteer Programs (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), Older American Committee Service Program, National Volunteer Antipoverty Programs (VISTA, Peace Corps, Service Learning Program, National Volunteer Program to Assist Small Business, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
- ▶ Payments received under the Alaska native Claims Settlement Act.
- ▶ Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes.
- ▶ Payments or allowances made under the Department of Health and Human Service's Low-Income Home Energy Assistance Program.
- ▶ Payments received under programs funded in whole or in part under Job Training Partnership Act.
- ▶ Income derived from the disposition of funds of the Grand River Band of Ottawa Indians.
- ▶ The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims 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.
- ▶ Payments received from programs funded under Title V of the Older Americans Act of 1965 (such as Senior community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Persons 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.
- ▶ Payments received under the Maine Indian Claims Settlement Act of 1980.
- ▶ The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990.
- ▶ Earned income tax credit refund payments received on or after January 1, 1991.

SECTION 8 PROGRAM
DEDUCTIONS/ALLOWANCES FROM GROSS INCOME
24 CFR 5, SUBPART F

Adjusted income means annual income less the following deductions:

1. \$480. for each dependent (see definition of dependent - excludes head of household, spouse, foster children and foster adults).
2. \$400 for any elderly family or disabled family (see definition of elderly family or disabled family).
3. The sum of the following, to the extent the sum exceeds three percent of annual income:
 - (i) (i) Unreimbursed medical expenses of any elderly family or disabled family to include prescription and non-prescription medical expenses. (As permitted in the IRS Publication 502)
 - (ii) Unreimbursed medical expenses of any elderly family or disabled family to include dental expenses. (As permitted in the IRS Publication 502.
 - (ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by the family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus; and
4. Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education that are anticipated to be paid by the family for the care of children under 13 years of age during the period of which annual income is computed and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

TOTAL TENANT PAYMENT - SECTION 8 PROGRAM

Total tenant payment (gross family contribution) for rent will be computed in accordance with Federal Regulations and Public Law 104-99, to be the greater of:

- ◀ 30 percent of monthly adjusted income; or
- ◀ 10 percent of monthly income; or
- ◀ For the Section 8 Voucher program, a minimum (*see below) family contribution of \$ 25.00 (includes utility allowance), and if applicable, any difference between the monthly rent to owner and the housing assistance payment.

***MINIMUM RENT EXCEPTION**

Statutory provisions, Section 507:3(a)(3)(B) of the QHWA, provide the following exceptions to the minimum rent requirements:

1. A family may request an exception (which must include reasonable documentation) to the minimum rent based upon temporary financial hardship due to the following circumstances:

- A. The family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program;
- B. The family would be evicted as a result of the imposition of the minimum rent requirement;
- C. The income of the family has decreased because of changed circumstance, including loss of employment;
- D. A death in the family has occurred; and
- E. Other circumstances determined by the HA or HUD.

2. If a family qualifies for such **temporary** financial hardship, the HA shall suspend or discontinue the family's requirement for payment of a minimum rent beginning the month following the family's hardship request, and continue for a period of 90 days from the date of the family's request.

3. If a family qualifies for such financial hardship **of a long-term duration**, the HA shall suspend or discontinue the family's requirement for payment of a minimum rent beginning the month following the family's hardship request until the hardship no longer exists.

3. Should a family request and qualify for such exception after October 21, 1998 and the financial hardship occurred prior to adoption of this policy, the HA will reimburse the resident by providing a refund or otherwise offset future rent payments.

4. Should the HA determine that there is no hardship, a minimum rent is imposed retroactively to the time of the suspension. The HA must offer a reasonable repayment agreement for any back-payment due by the family.

I. BACKGROUND AND ADMINISTRATION OF PROGRAMS

The Housing Authority of the City of Sumter (PHA) was created to assist low-income families in obtaining decent, safe and sanitary housing at an affordable cost.

The Public Housing Program is administered according to the following applicable Federal Regulations, applicable HUD Handbooks, any pertinent state and local laws, and specific policies of the Housing Authority:

Quality Housing & Work Responsibility Act of 1998
Housing Act of 1937
24 Code of Federal Regulations Part 960
24 Code of Federal Regulations Part 8
24 Code of Federal Regulations Part 5

II. PLAN PURPOSE

The purpose of this policy is to meet HUD requirements, establish local policies for program interpretation and the PHA's discretionary areas, aid the staff in program procedures to ensure consistency, and provide program information (in an understandable format) to applicants and/or families. It is not the intent of this plan to replace and/or cite all Federal Regulations verbatim, but to summarize and support the regulations and program Handbooks.

III. TARGETING & OUTREACH TO FAMILIES

During the PHA's fiscal year, not less than 40 percent of the families admitted to the PHA's public housing program from the PHA waiting list shall be extremely low income families (incomes below 30% of the area median income). If admissions of extremely low income families to the PHA's voucher program during the fiscal year exceeds the Section 8 program's targeting requirements (minimum of 75%), such excess may be credited, subject to HUD's limitations, against the public housing targeting requirement. The PHA will maintain necessary data and records for compliance monitoring.

Special outreach efforts may be necessary when the number of families on the waiting list is insufficient to maintain the leasing schedule or to attract groups that are not adequately represented in the assisted families such as the elderly or male heads of household or for targeting and deconcentration requirements.

- The following sources shall be used by the PHA for

outreach to families:

- Announcements, news articles, paid advertisements that serve the PHA's jurisdictional area;
- Public Service announcements on local television and radio stations;
- Contact and coordination with local human service agencies that serve the PHA's jurisdictional area;
- Special presentations, as necessary, developed for local churches or other civic organizations; and
- Coordination with the City and/or Community Development Departments.

IV. DECONCENTRATION OF POVERTY AND INCOME MIXING

The PHA will affirmatively further fair housing in its family (general occupancy developments) by endeavoring to maintain a relative mix/cross-section of income levels. The PHA will monitor on a continual basis the income mix of each of its **family** projects/communities. The PHA will utilize a dividing line of the average income.

Should it become necessary, the PHA may offer incentives to eligible families to locate in certain communities where a cross-section of income is not represented. The PHA will only utilize the waiting list **skipping** provisions of the regulations should it become critically necessary. Any waiting list skipping will be specifically documented in the resident's file and on a waiting list control log.

V. PRIVACY OF APPLICANT/FAMILY INFORMATION

In accordance with Federal laws and regulations, PHAs must determine family income and obtain other necessary information to determine an applicant's eligibility, unit size, and income for purposes of calculating the family's rent. The Housing and Community Development Act of 1987 requires applicants and program participants to submit the social security numbers of all household members.

The PHA may conduct a computer match to verify the information provided. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal or regulatory investigators and prosecutors. The information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law.

All requested information must be provided, including evidenced verification of all social security numbers for each family

member.

Failure to provide any of the requested information shall result in a delay or rejection of an applicant's eligibility approval.

VI. DEFINITIONS: SEE ALSO DEFINITIONS IN APPENDIX [] OF THIS POLICY.

Act. Quality Housing & Work Responsibility Act of 1998 (QHWRA) and Housing Act of 1937.

Admission. The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP contract for a family (first date of initial lease term).

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

Adjusted Income. Annual gross income less any adjustments permitted by Federal Regulations. See 24 CFR Part 5, Section 5.611.

Allowances. HUD approved deductions from annual gross income to determine adjusted income.

Annual Contributions Contract (ACC). A contract (in the form prescribed by HUD) for loans and contributions, which may be in the form of grants, whereby HUD agrees to provide financial assistance and the PHA agrees to comply with HUD requirements for the development and operation of a public housing complex, or to cover housing assistance payments and other expenses for tenant-based programs.

Annual Income. See Attachment. Defined in 24 CFR Part 5, Section 5.609.

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

Assets. See definition for Net Family Assets.

Asset Income. Income received from assets held by family members. If assets total more than \$5,000, income from the asset income and imputed asset income is counted in annual income.

Assisted Lease (or "Lease"). A written agreement between an

owner and a family for the leasing of a unit by the owner to the family with assistance payments under a Housing Assistance Payments (HAP) contract between the owner and the PHA.

Child care expenses. Allowable deduction from annual gross income. See Attachment.

Ceiling Rent. Maximum rent determined and set by some PHA's. (Ceiling rent equals flat rent minus applicable utility allowances.)

Citizen. A citizen (by birth or naturalization) or national of the United States.

Community Service. The performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include religious or political activities.

Complex for elderly families. A complex for elderly families is a complex or portion of a complex to which regulations for housing assistance apply that was designated for occupancy by the elderly at its inception (and that has retained that character) or, although not so designated, for which the PHA gives preference in tenant selection (with HUD approval) for all units in the complex (or for a portion of the units in the complex) to elderly families.

Continuously assisted. An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program (including Public Housing) when the family is admitted.

Contract Rent. The total amount of rent specified in the Housing Assistance Payment Contract as payable to the owner by the family and/or by the PHA on the family's behalf.

Cooperation Agreement. An agreement between a PHA and the applicable local governing body or bodies which assures exemption from real and personal property taxes, provides for local support and services for the development and operation of a public housing complex, and provides for PHA payments in lieu of taxes.

Covered Families. Families who receive welfare assistance or other public assistance benefits (welfare benefits) from a State or other public agency (welfare agency) under a program for which

Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Covered Person. Definition for drug-related criminal activity (see 24 CFR 5, subpart I, and parts 966 and 982). A tenant, any member of the tenant's household, a guest or another person under the tenant's control.

Credible Evidence. Evidence of drugs found in the dwelling unit, evidence which is tied to the drug activity, arrest warrant issued, drug raids, or arrest, or conviction for such activity.

Decent, safe and sanitary. Housing is decent, safe and sanitary if the requirements of the federal regulations are met.

Deductions. Federally mandated allowable deductions from annual gross income. See Attachment.

Dependent. A member of the family household (excluding foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is person with a disability, or is a full-time student.

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

Disabled person. See Person with Disabilities.

Displaced Person. A person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of disaster declared or otherwise formally recognized under federal disaster relief laws.

Displacement by inaccessibility of unit. An applicant is involuntarily displaced by inaccessibility of a unit if:

(1) A member of the family has a mobility or other impairment that makes the person unable to use critical elements of the unit; and

(2) The owner is not legally obligated to make changes to the unit that would make critical elements accessible to the disabled person as a reasonable accommodation.

Displacement as a result of HUD disposition of units.

Involuntary displacement includes HUD disposition of multifamily rental housing complex under Section 203 of the Housing and Community Development Amendments of 1978.

Domicile. The legal residence of the household head or spouse as determined in accordance with State and local law.

EO Plan. Equal Opportunity Housing Plan. The EO plan establishes PHA policies for implementing civil rights requirements.

Economic Self-sufficiency Program. Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

Effective date. The effective date of an examination or reexamination refers to (a) in case of an examination for admission, the effective date of initial occupancy, and (b) in the case of reexamination of an existing resident, the effective date of the re-determined total tenant payment.

Elderly family. A family whose head or spouse (or sole member) is an elderly or disabled person. It may include two or more elderly or disabled persons living together, or one or more of these persons living with one or more live-in aides.

Elderly person. A person who is at least 62 years of age.

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.

Enterprise Income Verification. Internet verification system supported by HUD complying social security and state wage information for all program participants processed thru PIC.

FMR. The rent, including the cost of utilities (except telephone, cable/satellite or direct TV), as establish by HUD for

units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. See periodic publication in the Federal Register in accordance with 24 CFR 888.

Family. Defined in 24 CFR 5. Family includes but is not limited to: (a) a family with or without children; (b) an elderly family; (c) a near-elderly family; (d) a disabled family; (e) a displaced family; (f) the remaining member of a tenant family; and (g) a single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. See 24 CFR 5.403.

Family members. Any household member except live-in aides, foster children and foster adults. All family members must permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD 50058.

Family Self-Sufficiency (FSS) Program. A program established by a PHA within its jurisdiction to promote self-sufficiency among participating families, including the provision of supportive services to these families, as authorized by section 23 of the U.S. Housing Act of 1937.

Family unit size. The appropriate number of bedrooms for a family. Family unit size is determined by the PHA under the PHA occupancy standards or subsidy standards.

Flat Rent. A rent for Public Housing units as determined and set by PHA's that a family may choose to pay in lieu of an income-based rental amount.

Fraud. Intentional misrepresentation of provided information, violation of Civil Law either intentionally or negligently failing to provide the PHA with full and complete information that is required by HUD regulations. "Civil Fraud Lease Violation" may occur when the resident/program participant negligently or intentionally provides false, incomplete or inaccurate information on an application or re-certification form, or fails to report changes in the resident's circumstance.

Full-time student. A person who is carrying a subject load that is considered full-time under the standards and practices of the educational institution attended. An education institution includes a vocational training school with a diploma or certificate program, as well as an institution offering a college degree.

Gross rent. The total monthly cost of housing an eligible family, which is the sum of the contract rent and any utility allowance.

Guest. Definition for drug-related criminal activity (see 24 CFR 5, subpart I, and parts 882, 960, 966 and 982). A person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of parts 966 and 982 apply to a guest as so defined.

Handicapped person (This definition is to be used for purposes of maintaining nondiscrimination practices in program accessibility see 24 CFR 8.3); see Person with Disability definition for purposes of defining disability).

Includes any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such an impairment. This term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others. As used in this definition, the phrase:

(a) Physical or mental impairment includes:

(1) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive, genito-urinary, hemic and lymphatic skin; and endocrine; or

(2) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

(b) Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

(c) Has a record of such means:

(1) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation.

(2) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or

(3) Has none of the impairments defined in paragraph (a) of this section but is treated by a recipient as having such an impairment.

(See also definition for **Qualified** individual with Handicap).

Head of Household. The head of household is the person who assumes legal and moral responsibility for the household.

Household. Definition for drug-related criminal activity (see 24 CFR 5, subpart I, and parts 882, 960, 966 and 982). The family and PHA-approved live-in aide.

Housing Assistance Payment ("HAP"). The payment made by the PHA to the owner of a unit under lease by an eligible family, as provided in the contract, in accordance with Federal Regulations. The payment is the difference between the contract rent and the tenant rent. An additional payment is made by the PHA to the family when the utility allowance is greater than the total tenant payment.

Housing Assistance Payment Contract. A written contract between the PHA and an owner for the purpose of providing housing assistance payments to the owner on behalf of an eligible family.

Housing Assistance Plan. A local housing assistance plan approved by the field office meeting the requirements of the community development block grant regulation (24 CFR 570) whether or not the unit of general local government submitting the plan is a participant in the block grant program.

Housing Quality Standards "HQS". Program requirements for housing standards established by HUD and any variations established by the PHA and approved by HUD.

Imputed Asset. Asset disposed of for less than Fair Market Value during two years preceding examination (admission) or subsequent reexamination.

Imputed Asset Income. Calculation used when assets exceed \$5,000.00, e.g., HUD passbook rate x total cash value of assets.

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 for purposes of determining rent. (See HUD regulations Section 5.615 (c) for determination requirements for imputed welfare income.)

Income Based Rent. An income based rent is a tenant rent that is based on the family's income and the PHA's rent policies for determination of such rents.

Incremental Units. The number of budgeted units minus any units for which HUD provided tenant-based program funding designated for families previously residing in housing with Section 8 project-based assistance.

INS. The U.S. Immigration and Naturalization Service.

Income Deductions. See Deductions Attachment.

Income limits. HUD established very low-income and low-income limits that are used to determine if assisted housing program applicants qualify for admission to HUD-assisted programs. These income limits are based on HUD estimates for area median family income (using Metropolitan Statistical Areas or Primary Metropolitan Statistical Areas as defined by the Office of Management and Budget (OMB), and the Bureau of the Census definition of family) with specific statutorily permissible adjustments. If the income limits based on this approach would be less than if based on the relevant State non-metropolitan median family income level, income limits are based on the State non-metropolitan family income level.

Landlord. Either the owner of the property or their representative or the managing agent as designated by the owner.

Lease. A written agreement between an owner (including a PHA) and a family for the leasing of a housing unit. Section 8 programs require an Addendum to the Lease (that contains mandatory language) if an owner's lease is used which must be incorporated into any lease or attached to the lease.

Live-in aide. A person who resides with an elderly person or disabled person and who:

(1) Is determined by the PHA to be essential to the care and well-being of the person.

(2) Is not obligated for the support of the person.

(3) Would not be living in the unit except to provide necessary supportive services.

(4) Cannot be considered as a remaining family member.

Local preference. A preference used by the PHA to select among applicant families.

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

Major Life Activities. Functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

Medical expenses. Allowable deductions from annual gross income for certain types of program participants. See Attachment.

Mixed Family. A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Monthly adjusted income. One-twelfth of adjusted annual income.

Monthly income. One-twelfth of annual income.

National. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession, including Puerto Rico, the U.S. Virgin Islands, Guam, Canal Zone, etc.

Near elderly family. A family whose head or spouse (or sole member) is at least 50 years of age but below the age of 62 years.

Net family assets. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and the equity in a housing cooperative unit or in a manufactured home in which the family resides. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

(In cases where a trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under 24 CFR 5, Subpart F.) In determining net family assets, PHAs and Owners shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. See also definition for Imputed Asset and Imputed Income.

Noncitizen. A person who is neither a citizen nor a national of the United States, and is not eligible for housing assistance unless eligible immigration status has been provided (evidenced by supporting documentation) in one of the following categories:

(1) A noncitizen who has been lawfully admitted to the U.S. for permanent residence, as defined by the Immigration and Nationality Act as an immigrant (includes special agricultural workers who have been granted lawful temporary resident status).

(2) A noncitizen who entered the U.S. before January 1, 1972, or such later date as enacted by law, and who has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as an exercise of discretion by the U.S. Attorney General.

(3) A noncitizen who is lawfully present in the U.S. pursuant to an admission under refugee status, asylum status, or as a result of being granted conditional entry because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity.

(4) A noncitizen who is lawfully present in the U.S. as a result of an exercise of discretion by the U.S. Attorney General for emergent reasons or for reasons deemed strictly in the public interest under parole status.

(5) A noncitizen who is lawfully present in the U.S. as result of the Attorney General's withholding deportation for threat of life or freedom.

(6) A noncitizen lawfully admitted for temporary or permanent residence under amnesty (Section 245A of the INA).

Noncitizen Student. Housing Assistance (including continued assistance, prorated assistance or temporary deferral of termination of assistance) is prohibited to all noncitizen students (including spouses or minor children) who have a residence in a foreign country that the person has no intention of abandoning; are a bona fide student qualified to pursue a full course of study; and are admitted to the U.S. temporarily and solely for purposes of pursuing such a course of study, particularly designated by such person and continually approved by the U. S. Attorney General.

Occupancy standards. Standards established by an PHA to determine the appropriate number of bedrooms for families of different sizes and compositions. See definition of "family unit size."

Other Person Under the Tenant's Control. Definition for drug-related criminal activity (see 24 CFR 5, subpart I, and parts 882, 960, 966 and 982). See also definition of covered person. The person, although not staying as a guest (as defined herein) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined herein) because of an invitation from the tenant or other member of the household who has expressed or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial (business) purposes is not under the tenant's control.

Owner. Any person or entity, including a cooperative, having the legal right to lease or sublease Existing Housing. See the Annual Contributions Contract for the types of prohibited or conflict of interest owners.

PHA. Public Housing Agency or Authority. Also referred to as HA. 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 "HA" mean the same thing.

PHA jurisdiction. The area in which the PHA is not barred and is legally permitted to operate under State law.

Participant. A family that has been admitted to the PHA's public housing or voucher program and is currently assisted in the program. The family becomes a participant on the effective date

of the first HAP contract executed by the PHA for the family (first day of initial lease term).

Payment standard. In a voucher or over-FMR tenancy, the maximum subsidy payment for a family (before deducting the family contribution). For a voucher tenancy, the PHA sets a payment standard in the range from 90 to 110 percent of the current FMR/exception rent limit. For an over-FMR tenancy, the payment standard equals the current FMR/exception rent limit.

Person with Disability.

1. Means a person who:

(i) Has a disability as defined in section 223 of the Social Security Act (42 U.S.C. 423);

(ii) Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:

(A) Is expected to be of long-continued and indefinite duration;

(B) Substantially impedes his or her ability to live independently; and

(C) Is of such a nature that ability to live independently could be improved by more suitable housing conditions; or

(iii) has developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

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

3. For purposes of qualifying for low income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and

4. Means (individual with handicaps), as defined in Section 8.3 of this title, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

Permanent Replacement Housing. Housing that is decent, safe, and sanitary; that is adequate for the family size; and that the family is occupying pursuant to a lease or occupancy agreement. (This term is used in defining eligibility for involuntarily

displaced persons who may have received shelter after being displaced and before receiving rental assistance).

Pre-adjustment Rent. Rent to an owner that does not include any previously approved special adjustments.

Premises. Definition for drug-related criminal activity (see 24 CFR 5, subpart I, and parts 960 and 966). The building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

Preponderance of Evidence. 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.

Qualified Individual with Handicap. (See 24 CFR Part 8.3). With respect to any non-employment program or activity which requires a person to perform services or to achieve a level of accomplishment, an individual with handicaps who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the Housing Authority can demonstrate would result in a fundamental alteration in its nature; or with respect to any other non-employment program or activity, an individual with handicaps who meets the essential eligibility requirements for participation in, or receipt of benefits from, that program or activity.

Ranking preference. A preference used by the PHA to select among applicant families that qualify for a preference.

Reasonable Cause. The PHA's belief based on illegal use, or pattern of illegal use of controlled substances, that the health, safety, or right to peaceful enjoyment of the premises by others might be compromised.

Reasonable Rent. A rent to owner that is not more than either:

(1) Rent charged for comparable units in the private unassisted market; or

(2) Rent charged by the owner for a comparable assisted or unassisted unit in the building or premises.

Remaining Family Member. A member of a family listed on the lease who continues to live in an assisted unit after all other family members have left. Live-in-aid is specifically excluded from qualifying as a remaining member of the family unless their name has been included on the lease and any income included for rent calculation purposes. Any remaining family members that are

minors must have an adult (over the age of 18 years) that qualifies under the selection criteria listed herein.

Rent. See Tenant Rent and Total Tenant Payment.

Rental voucher. Voucher.

Rental voucher program. Voucher program.

Residency preference. PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area ("residency preference area").

Residency preference area. The specified area where families must reside to qualify for a residency preference.

Single person. A person who lives alone or intends to live alone, and who does not qualify as an elderly family or displaced person or as the remaining member of a tenant family.

Special admission. Admission of an applicant that is not on the PHA waiting list or without considering the applicant's waiting list position.

Specified Welfare Benefit Reduction. (1) 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. (2) Specified welfare benefit reduction does not include a reduction or termination of welfare benefits by the welfare agency: (i) at expiration of a lifetime or other time limit on the payment of welfare benefits; (ii) because a family member is not able to obtain employment, even though the family member has complied with welfare economic self-sufficiency or work activities requirements; or (iii) because a family member has not complied with other welfare agency requirements. (See Imputed welfare income and HUD regulations Section 5.615 (c) for determination requirements for imputed welfare income.)

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.

Standard, permanent replacement housing. Decent, safe and sanitary housing, adequate for the family size, and housing that the family is occupying pursuant to a lease or occupancy agreement. Standard, permanent replacement housing does not include transient facilities (such a motels, hotels, or temporary shelters); or in cases of domestic violence, the housing unit in which the applicant, and the applicant's spouse or other member of the household who engages in such violence, live.

Tenant-based. Rental assistance that is not attached to the structure.

Tenant rent. The amount payable monthly by the family as rent to an owner (including a PHA). Where all utilities (except telephone) and other essential housing services are supplied by the PHA, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the PHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the utility allowance. Total tenant payment does not include charges for excess utility consumption or other miscellaneous charges.

Total Tenant Payment. Total income-based tenant payment shall be **the highest** of the following, rounded to the nearest dollar:

- (1) Thirty percent (30%) of the monthly adjusted income;
- (2) Ten percent (10%) of monthly income;
- (3) Minimum rent as set by PHA from \$0 to \$50.00;
- (4) Ceiling rent as set by PHA for Public Housing;

OR

- (5) Flat rent as set by PHA for Public Housing.

Unit. Dwelling unit.

United States Housing Act of 1937. (1937 Housing Act). The basic law that authorizes the public and Indian housing programs, and the Section 8 programs. (42 U.S.C. 1437 et seq.).

Utility allowance. If the cost of utilities (except telephone, cable, satellite or direct television services) and other housing services for an assisted unit is not included in the Tenant Rent but is the responsibility of the Family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD, under 24 CFR 5, of the monthly cost of a reasonable consumption of such utilities and other services (excluding any allowance for air-conditioning as required by HUD) for the unit by an energy-conservation household of modest circumstances consistent with

the requirements of a safe, sanitary, and healthful living environment.

Utility reimbursement. The amount, if any, by which the utility for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit. (This definition is not used in the Section 8 Voucher program, or for a public housing family that is paying a flat rent.)

Very low-income family. A family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish very low-income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

Waiting list admission. An admission from the PHA waiting list.

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.

Work Activities. See definition at section 407(d) of the Social Security Act (42 U.S.C. 607(d)).

VII. FAIR HOUSING AND EQUAL OPPORTUNITY HOUSING POLICY

A. Fair Housing

In accordance with the following regulations, the PHA will not on account of race, color, creed, sex, disability status, familial status, or national or ethnic origin deny to any family the opportunity to apply or receive housing assistance. Selections will be made in accordance with the applicable requirements included herein.

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the implementing regulations 24 CFR Part 1 and Title VIII of the Civil Rights Act of 1968, as amended;

2. The Fair Housing Act (42 U.S.C. 3601-3619) and the implementing regulations at 24 CFR parts 100, 108, 109 and 110.

3. Executive Order 11063 on Equal Opportunity in Housing (1962), as amended, Executive Order 12259, 46 FR 1253 (1980), as amended, Executive Order 12892, 59 FR 2939 (1994) (implementing regulations at 24 CFR part 107).

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 CFR Part 8;

5. The Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and the implementing regulations at 24 CFR Part 146; and

6. Title II of the Americans with Disabilities Act (42 U.S.C. 12101-12213) to the extent applicable.

Selections will be made in accordance with the selection criteria consistent with HUD's affirmative fair housing objectives and are included herein.

The PHA will post on the applicant/resident information bulletin board the telephone number for the HUD Office of Fair Housing and Equal Opportunity (FHEO) toll-free hotline 800-424-8590).

B. Equal Opportunity Housing Plan

In addition to the Fair Housing and Equal Opportunity Housing efforts specifically indicated throughout this policy the PHA will affirmatively further fair housing goals and comply with equal opportunity requirements by the following actions:

1. By adoption of this policy, compliance by the Housing Authority with all fair housing and equal opportunity regulations and requirements, is certified.

2. Encouraging owners to make suitable units located outside areas of poverty or racial concentration available for leasing in the program to provide participants with the broadest geographical choice in selection.

3. Provide available information and assist any applicants and/or participants if they believe discrimination has occurred to include provision of a Housing Discrimination Complaint form (HUD-903).

4. Recruitment and equal opportunity employment practices will be utilized to attract and recruit qualified minority applicants for any vacancies.

C. Reasonable Accommodation

The PHA will include procedures in the application, reexamination, interview, and eviction process to ensure that applicants and/or participants are aware of their opportunity to request reasonable accommodations. Should any applicant or

participant indicate the need for reasonable accommodations, the PHA will make available to them a Request for Reasonable Accommodation form. It is the policy of the PHA to make every effort possible to provide reasonable accommodations for persons with disabilities when such requests are reasonable, economically, financially and administratively feasible.

The HA will utilize reasonable accommodations practices for any applications received by elderly or disabled individuals especially those involving sight or hearing impaired applicants.

The HA will not remove names from the waiting list that would violate the rights of a disabled, mobility impaired, or hearing impaired person. Reasonable accommodations for application or updates will be provided to disabled (mobility impaired or hearing impaired) applicants. Any and all decisions granting or denying requests for reasonable accommodations will be in writing.

D. Violence Against Women Act

The HA will implement Justice Department's Reauthorization Act 2005 as federally mandated. The HA has the obligation to inform and educate the participating landlords of the Authority's and the owner's discretion to provide benefits to an individual based solely on the individual's statement or other corroborating evidence. The VAWA Act permits the HA and owners to request that the victim attest to their status by signing a HUD approved certification form, disclosure of additional documentation which may include an attorney or a medical professional from whom the victim has sought assistance. The signer must attest under penalty of perjury that the victim has suffered, and is (a) bona fide victim of domestic violence, dating violence or stalking; and (b) that the victim has signed or approved the document. The form must require the individual's certification that they are the victim of a "bona fide" incident of actual threat of domestic violence, dating violence or stalking as described in the VAWA. It must include the name of the perpetrator, it must be provided within 14 business days unless the HA or owner requesting the form extends the deadline. Alternative documentation accepted includes a local police or court report or documentation signed by the Victims Advocate.

Failure on the part of the victim to provide certification within the allotted time voids the protections provided by VAWA. Any information or documentation provided to the HA or owner by a victim must be kept in confidence. No information or documentation may be (a) entered into a shared database or (b) disclosed to "any related entity" except at the victim's request or consents to the disclosure in writing. The disclosure is required for use in an eviction proceeding or otherwise required by applicable law.

The PHA will exercise every issue of safety which applies to the victims including requirement of (a) restraining order(s), (b) order(s) of protection, and/or (c) Victim counseling for Domestic Violence. Failure by the victim to obtain the necessary tools to protect themselves will be considered a matter of safety in the community they reside.

VIII. APPLICATIONS AND ELIGIBILITY

A. Applications

Applications may be made in person at the PHA's Office, as posted (scheduling may include mailings or appointments made by phone), unless the waiting list is closed. Accommodations for elderly or disabled (mobility or hearing impaired) individuals will be made, e.g., use of Power of Attorney authorizations.

Applications will be accepted from all applicants and names placed on the public housing waiting list by date and time of application. Applicants will be given general information concerning the housing assistance program at the initial application time. At the time that PHA is selecting applicants from the waiting list to receive assistance, applications will be updated, information verified to determine continued eligibility, and selections will be made based on the selection criteria outlined later in this Plan.

The PHA will utilize reasonable accommodations practices for any applications received by persons with disabilities especially those involving sight or hearing impaired applicants. A Telecommunication Device for the Deaf (TDD) will be made available for hearing impaired applicants. Exceptions and special accommodations will be made for elderly or disabled (mobility or hearing impaired) individuals that are unable to come into the office.

When the waiting list is open to all applicants, applications will be accepted from all applicants. All eligible applicant names will be placed on the waiting list based on the date and time of application and preference indication (if any are specified in this Plan). At the time that the PHA is selecting applicants from the waiting list to issue an offer, applications will be updated, information verified to determine continued eligibility, and selections made based on the selection criteria outlined later in this Plan.

Each applicant and adult members of the family may be screened and evaluated based on credit record, police records, history of any drug-related or substance abuse, and suitability/ability to live in a public housing complex. The PHA may feel it necessary to conduct landlord references as needed.

See also Appendix of this Policy.

B. Eligibility Requirements

1. Applicants must be a citizen or national of the U.S. or an eligible, qualified noncitizen (see Definitions, Section V of this plan) in accordance with HUD Regulations.

Program participants must be income eligible based on gross income (see Attachment 1 for income inclusions and exclusions) that is below HUD's published extremely low, very-low or low income limits.

2. PHAs with fewer than 250 total public housing units may, if there are no eligible families on the waiting list and after advertising (30 day notice), offer units to families above applicable income limits.

3. The PHA will determine the income eligibility by comparing the family's annual gross income to the HUD-established very-low or low income limit for the area. The applicable income limit for selection purposes is the highest income limit for the family unit size for the areas in the housing authority's jurisdiction.

4. Head-of-Household applicants must be 18 years of age or older to be eligible for assistance.

5. Past participants in the Section 8 program and/or former Public Housing residents of any PHA who failed to satisfy liability to a PHA for unpaid rent or damages, or any past participant in any Federal program that has committed any fraud, may be denied the opportunity to apply for housing assistance until all unpaid amounts are paid in full. The PHA reserves the right to deny housing assistance to any applicant because of any negative actions during a previous tenancy.

6. See Appendix I of this Policy for ineligibility as result of crime, drugs and the PHA's One-Strike Policy.

7. A record of poor living or household habits.

8. Credit history including unpaid utility bills or damage claims to other landlords (denial of eligibility will be determined if credit record indicates paying 40% or more with current monthly obligations, not including rent and utilities).

9. Family Composition

a. A family may be a single person or a group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in-aides is a family. Family is also defined as one or more persons, one of whom shall be an adult (age 18 or older) who will live together regularly in the unit (including foster children).

- b. A family includes a family with a child or children.
- c. A single person may be:
 - i. An elderly person.
 - ii. A displaced person.
 - iii. A disabled person.
 - iv. A single, pregnant female (physician certification may be required).
 - v. Any other single person.
- d. Dependents must meet the HUD definition of dependent, have evidence of the family's residence as their legal residence, and/or in cases where the head-of-household is in the process of obtaining custody and/or adopting an individual under the age of 18, guardianship documentation or evidence of reasonable likelihood of success must be provided. Copies of tax returns that indicate the "claiming" of a dependent may be required. A child who is temporarily (less than 90 days) away from the home because of placement in foster care is considered a member of the family. In cases of joint custody arrangements, the child/children can be considered a member of the family if the applicant or family has continuous custody for more than six (6) months of the year.
- e. A family may be remaining family members provided that the person(s) are not minors, that the children have not been removed from the home because of abuse or neglect, that the resuming Head of Household was not the perpetrator of spousal abuse, and that the resuming Head-of-household meets the PHA selection criteria and would be a responsible participant of the program. This includes a single female whose pregnancy is terminated after admission. Any remaining family members that are minors must have an adult (over the age of 18 years) that qualifies under the selection criteria listed herein and the adult must provide legal guardianship documentation in order to be designated as a Head-of-household. This determination shall be made at the discretion of Management and will be made based on the history of responsible participation in the program. A temporary Head-of-household designation can in no way be construed as a permanent Head-of-household.

10. Eligibility screening may include, when deemed necessary, an applicant's capability of living independently and abiding by the terms of the lease as determined by the PHA (taking into consideration any resources available in support of the applicant family).

IX. WAITING LIST ADMINISTRATION, VERIFICATION REQUIREMENTS, AND INELIGIBILITY/DENIALS

A. Waiting List Administration

1. The PHA must select participants in accordance with this policy, adhere to the Fair Housing and Equal Opportunity regulations, and meet HUD targeting and deconcentration requirements. The waiting list must contain the following for each applicant: Applicant name; City and/or County designation; family unit size (number of bedrooms for which family qualifies under PHA occupancy standards); date and time of application; qualification for any preference; and racial or ethnic designation of the head of household.

2. The waiting lists will be updated periodically and names will be removed from the waiting list for failure to respond to requests for information, application updates (failure to notify the PHA of a change of address), or if correspondence is returned from the Post Office. If the applicant did not notify the PHA of a move as required, the PHA will not be responsible for the applicant's failure to receive the updated request. If the letter is returned by the Post Office with a forwarding address noted, the PHA will re-send the letter. Applicants will be given five (5) working days to return the notice of continued interest.

The PHA will utilize reasonable accommodations practices for any applications received by persons with disabilities. The PHA will not remove names from the waiting list that would violate the rights of a disabled, mobility impaired, or hearing impaired person.

3. The PHA will maintain its waiting lists according to Asset Management assigned AMP's, bedroom sizes and the order of admission from the waiting list will be based on family size or the unit size for which the family qualified under the PHA occupancy policy. Selections will be made as indicated in Section X of this plan. Should the PHA receive funding for a specified category of families, the PHA must select applicant families in the specified category.

4. A separate waiting list will be maintained for Public Housing designated properties as required in Asset Management and the Section 8 program. If the waiting list for the Section 8 and all Public Housing program are open, applicants must be offered the opportunity to have their name placed on either list. The PHA will not remove the applicants' name from other waiting lists unless the applicant has made a request to remove their name (in writing), or in the event of failure to respond as indicated above).

5. The waiting list may be closed to new applications when it is determined that there is an adequate pool of applicants and is so large that the applicants are not likely to be housed in a reasonable length of time (more than one year).

6. Reopening of the waiting list will be by public notice in a local newspaper of general circulation indicating that families may apply for housing assistance. The notice will comply with the HUD-approved Equal Opportunity plan and with HUD Fair Housing requirements (will include notice for persons with disabilities in plain language and indicate the telecommunications device telephone number). The notice will state any limitations on who may apply for available slots in the program. The PHA may advertise for specific types of applicants such as those qualifying for a preference and may include in the advertisement that applications from others (not in these categories) will not be accepted.

B. Verification Requirements

1. Income and deductions will be verified by Enterprise Income Verification (EIV) method and third-party verification or the PHA must document in the file why third party verification was not available. Verification forms will be sent by mail or fax to the appropriate third party with a request that the form be returned by mail (PHA to provide a stamped return envelope) or fax. In the event that the verification is not possible due to an unwillingness of source to respond or that the information is not returned within a two-week period, staff will be required to note the file accordingly and obtain third-party oral verification. Staff will utilize a documented contact form for telephone verifications. Notarized statements or self-certifications will be used as a last resort. The PHA will also obtain reports from the South Carolina Employment

Security Commission for potential income sources when necessary. The PHA will utilize the hierarchy of verification methods as established by HUD:

1st) Enterprise Income Verification, available through HUD's Public Information Center.

2nd) Third party written verifications with the exception to client supplied Social Security Award letters.

3rd) Third party oral verification

4th) Review of documents

5th) Certification/self declaration

2. The PHA will make every attempt not to utilize verifications that are greater than 120 days old.

3. Social Security number verifications are mandatory for all program participants. Acceptable verification may include: valid social security cards; an identification card issued by a Federal, State or local agency, employer; medical insurance agency; earning statements from employment; IRS form 1099; or benefit award letters from government agencies. See Section V in the event of failure to provide requested SSN verification.

4. Copies of birth certificates or other documentation as designated by the PHA (i.e. picture I.D. Cards) for all family members must be made available. Certification of citizenship forms must be executed by participants of the program.

C. Ineligibility and Denial of Assistance

The application will be reviewed and any ineligible applicants will be notified, in writing. The notice will provide the reason for the decision and an opportunity to request an informal review of the decision as specified in this plan.

Past participants in the Section 8 program and/or former Public Housing residents of any PHA who failed to satisfy liability to a PHA for unpaid rent or damages, or any past participant in any Federal program that has committed any fraud, may be denied housing assistance until all unpaid amounts are paid in full. The PHA reserves the right to deny housing assistance to any applicant because of any negative actions during a previous tenancy.

Persons with disabilities will be informed of the reasons for rejections and/or terminations of assistance and will be informed in "plain" language of an opportunity to claim mitigating circumstances. The PHA retains the right to require additional information reasonably needed to verify such mitigating circumstances, and refer such information to persons qualified to evaluate evidence and verify the mitigating circumstances. Such inquiries will be limited to the information necessary to verify a reasonable accommodation.

1. See Appendix of this Policy for ineligibility as result of crime, drugs and the PHA's One-Strike Policy.
2. A record of poor living or household habits.
3. Any other activity that could adversely affect the safety and welfare of other public housing residents.
4. Credit history including unpaid utility bills or damage claims to other landlords (denial of eligibility will be determined if credit record indicates paying 40% or more with current monthly obligations, not including rent and utilities).
5. Any misrepresentation of applicant information will be considered grounds for denial of program participation or termination of assistance.
6. Applicants that have been determined ineligible must wait 90 days before re-application (should situations change) after receipt of an ineligibility letter.
7. Head of Household or a family member who was evicted from public housing or terminated from the Section 8 program within three years of the date of application.
8. Failure to meet subsequent screening criteria.

X. SELECTIONS AND EXCEPTIONS

Selections will be made in a non-discriminatory manner to assure a broad range of incomes and meet HUD's deconcentration requirements within each community, meet HUD's targeting requirements, maintain the financial stability of the community, promote the health, safety and welfare of other residents, and avoid concentration of the most economically deprived families.

The PHA will not reject an applicant because of any

disability or for any reason that could be overcome by reasonable accommodation of the applicant's disability. The PHA retains the right to reject applicants if with the provisions of reasonable accommodation for essential program requirements cannot be met. Reasonable accommodation may not cause undue financial and/or administrative burdens or require an alteration in the fundamental nature of the PHA's housing units. In the event that some form of service (not available to other residents) is necessary for compliance with the lease, the applicant/family with the disability will be required to provide documentation that the service will be provided by others at no cost to the PHA.

The PHA will utilize Plan "A" (one offer plan) in offering a suitable unit to an applicant family. If the first offer is refused, the applicant's name will be dropped from the waiting list. Exceptions to the one-offer policy will include offers made to properties designated to another "*Asset Management Property*" also referred to as AMP. Additional exceptions to the one-offer policy may be made by Management in extenuating circumstances that would result in a hardship to the applicant and/or family.

Once an offer has been made by telephone, a family will be given no more than two (2) days in which to accept or reject the offer. Upon offer of an apartment by mail, the applicant shall have five (5) business days to respond to the offer notice. Acceptance of a unit will be determined by the applicant/family appearing in person to respond to the offer. The family must establish utility services and deposits and secure the first rent month (if applicable) prior to leasing. The PHA may grant additional time to pay a security deposit in unusual circumstances once utility services are established.

A. Selections

Offers for housing assistance will be taken from the waiting list as follows based on the priority order and having the oldest date and time of application (* see below):

- (1) Single applicants that are elderly or disabled over other single applicants.
- (2) Applicants that have a local preference as designated by the PHA in either of the following categories:
 - **Victims of Federally declared natural disaster (Priorities will be given to assisted exiting public housing and voucher program participants from other jurisdictions who have been affected by the disaster will receive a preference over other waiting list holders.)**

- Single/Families whose head of household or sole member is determined Elderly as defined by the Federal guidelines.
- Single/Families whose head of household or sole member is determined Disabled Head as defined by the Social Security Act.
- Dislocation due to fire (occurring within the PHA's jurisdiction within thirty days of the incident).
- Victims of domestic violence (occurring within PHA's jurisdiction within thirty days) referred by local law enforcement Victim's Advocate.
- Working preference: Applicant households whose head, spouse, or sole member is permanently employed for a minimum of twelve consecutive months, works a minimum of 1040 hours per year or is age 62 or older or is receiving social security disability benefits, supplemental security income, disability benefits, or any other payment based on the individual inability to work.

(3) All others by the oldest date and time of application.

B. Exceptions to the Order of Selection:

The PHA reserves the right to offer special incentives and/or skip applicants in a non-discriminatory manner in order to meet HUD's mandated targeting and deconcentration requirements for selection purposes or in the event that the Housing Authority is unable to maintain financial stability.

Applicants will be notified should the applicant be found to be ineligible for assistance, variance in the determination of bedroom size as indicated on the original application, or misrepresentation on the application. Applicants will be notified in writing of such determinations and given the opportunity to request an informal review.

XI. APPLICATION UPDATES, OCCUPANCY STANDARDS, INCOME INCLUSIONS/DEDUCTIONS, INCOME CALCULATIONS, AND LEASE-UP

A. Application Updates:

Applicants will be given a written notice as their name nears the top of the waiting list to submit updated information and indicate their continued interest in public housing. If the updated information request is not returned within five (5)

business days, the applicant's name will be dropped from the waiting list and other selections will be made.

B. Occupancy standard/unit size will be determined at the time of enrollment based on the following criteria:

1. The smallest unit size consistent with program requirements and Housing Quality Standards to avoid under or over occupied units unless the PHA has significant vacancies in one or more communities.

2. The bedroom size assigned will not require more than two persons to occupy the same bedroom. Occupancy for an unborn child(ren) will be considered after the birth of the child.

3. The PHA shall make every attempt to assign persons over the age of six and of different sex and generation (more than six years age difference) separate bedrooms (other than husband and wife).

4. The PHA shall make every attempt not to require children to share a bedroom with a parent.

5. Selection preference will be granted to elderly or disabled applicants for vacancies in housing areas designated for elderly or disabled families.

6. Bedroom size assignments may be made in accordance with HUD guidelines as follows:

No. of Bedrooms	Minimum Person(s)	Maximum Person(s)*
0	1	2
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

Exceptions to these standards will be permitted only for situations involving a live-in-aide, physician orders for separate bedrooms because of health problems, or permitted circumstances of family members temporarily away from the housing unit. The PHA reserves the right to approve or disapprove such accommodations that may lead to unsafe or overcrowded conditions.

The PHA also reserves the right to assign only participants who qualify as elderly or disabled to units designated as elderly or disabled units.

The PHA reserves the right to waive any provision of this policy to meet emergency or hardship conditions, and such

exceptions shall not be related to race, color, creed, sex, disability status, familial status or national origin.

C. Income Inclusions, Exclusions and Deductions

Income inclusions, exclusions and deductions (as required and permitted by Federal Regulations) for rent calculation purposes are set forth in Attachment 1 of this plan.

NOTE: Families whose welfare assistance is reduced or sanctioned specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with program requirements will not have their rent reduced based on the welfare benefit reduction (excludes persons that benefit is reduced due to a lifetime limit or where a family has complied with program requirements but cannot obtain employment). The PHA will obtain verification of such benefit reduction from the welfare agency. See 24 CFR 5.615 for specific HUD instructions on necessary calculations of imputed welfare income and specified welfare benefit reductions.

HA will include amounts awarded as a part of a divorce or separation agreement unless the HA has verified that the income is not provided.

HA will include child support amounts awarded unless applicant/family certifies that income is not provided and the family has made effort to collect the amount, including filing with courts or appropriate agencies responsible for enforcing such payments.

Total tenant payment (gross family contribution) for rent will be in accordance with Federal Regulations, as follows:

Flat rent as set by the PHA (NOTE: No utility reimbursement is given for families choosing flat rents);

Ceiling rent as set by the PHA (with adjustments for utility allowances);

OR

Income based rents for a total tenant payment (based on income) to be the highest of the following, rounded to the nearest dollar:

- (1) Thirty percent (30%) of the monthly adjusted income; or

- (2) Ten percent (10%) of monthly income; or
- (3) Minimum rent, if applicable and set by the PHA at \$25.00(indicated on the attached Total Tenant Payment Schedule). See also provisions for **Minimum Rent Exceptions** * indicated below.

* MINIMUM RENT EXCEPTION (IF APPLICABLE) Statutory provisions, Section 507:3(a)(3)(B) of the QHWRA, provide the following exceptions to the minimum rent requirements:

1. A family may request an exception (which must include reasonable documentation) to the minimum rent based upon temporary financial hardship due to the following circumstances:

- A. The family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program;
- B. The family would be evicted as a result of the imposition of the minimum rent requirement;
- C. The income of the family has decreased because of changed circumstances, including loss of employment;
- D. A death in the family has occurred; and
- E. Other circumstances determined by the HA or HUD.

2. The HA shall immediately suspend or discontinue the family's requirement for payment of a minimum rent upon the family's request for hardship exemption and the suspension shall continue until a determination is made on whether the hardship exists and/or if the hardship is **temporary or long-term**.

3. If the HA determines that the hardship is **temporary**, the minimum rent remains imposed (including back payment for minimum rent from the time of suspension).

4. Should a family request and qualify for such exception after October 21, 1998 and the financial hardship occurred prior to adoption of this policy, the HA will reimburse the resident by providing a refund or otherwise offset future rent payments.

5. Should the HA determine that there is no hardship, a minimum rent is imposed retroactively to the time of the suspension. The HA must offer a reasonable repayment agreement for any back-payment due by the family. The family cannot be

evicted for nonpayment during the 90-day period commencing on the date of the family's request for exemption of minimum rent in excess of the tenant rent otherwise payable.

D. Income Calculations

For families that have chosen income based rents, income will be based on the anticipated total household income from all sources (unless indicated on the Income Exclusions Attachment to this Policy) including net income derived from assets (actual and/or imputed) received by the participant family for the 12-month period following the effective date of initial determination or re-examination/re-certification.

In the event that it is not feasible to anticipate income for a 12-month period, the PHA may use the annualized income anticipated for a shorter period of time, or in the event an anticipated amount cannot be determined (such as for temporary or seasonal employees) the income can be determined by using the previous 12-month period. Prior year tax documents may be utilized.

Earned income will be converted to annual income as follows:

- Multiple hourly wages by the number of hours worked
- Multiply weekly wages by 52 (weeks)
- Multiply bi-weekly wages by 26
- Multiply semi-monthly wages by 24
- Multiply monthly wages by 12

E. Lease-Up

Leasing appointments will be scheduled and applicants will be notified of the date and time. Should the applicant notify the PHA of their inability to be present at the enrollment session, the PHA will provide one rescheduled appointment. However, failure of such notification on the part of the applicant will result in removal of their name from the waiting list. As indicated in Section IX, Waiting List Administration, applicant names will be removed from the waiting list for failure to notify the PHA of a change of address.

All information including income, income from assets, family

contributions, eligible deductions, family composition, preference status (if applicable), and other screening information will be verified and reviewed prior to scheduling the briefing and enrollment appointment.

All applicants will execute and be given a Federal Privacy Act Notice. The information provided will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the requested information may result in a delay or rejection of eligibility approval.

XII. INSPECTIONS, PHYSICAL NEEDS STANDARDS, MAINTENANCE CHARGES

All housing units must have a move-in, move-out and at least an annual inspection. Units must pass the PHAS Uniform Physical Inspection criteria as set forth in the Federal Regulations.

A. Inspection Schedule

The frequency of inspections will be determined as follows:

1. Annual inspection - acceptable housekeeping and with no evident of abuse or neglect of unit.
2. Semi-annual inspection - unacceptable housekeeping and/or evidence of minor abuse of unit.
3. Quarterly inspection - poor housekeeping and significant evidence of abuse of unit.

Notices of inspection letters will specify a range of up to two weeks as to the inspection date. The PHA will schedule inspections within the normal hours of the PHA operation. Inspections will be performed by a representative from maintenance, modernization and/or management. The resident, if available, will be required to sign the completed inspection form and a copy will be provided upon request. The inspector(s) should indicate on the form when a resident was not available to provide a signature.

B. Move-in and Move-out Inspections

Move-in and move-out inspections will be conducted in the presence of the resident (when possible). Residents will be required to sign the move-in inspection form. Move-out inspection forms will include the resident's signature when

possible. Inspections will be visually recorded.

C. Inspection Failures

Failed inspections due to poor housekeeping or resident abuse will require the following notices:

First inspection and notice - failed inspection items, fourteen days to correct. Failure to correct deficiencies may result in lease termination.

Second re-inspection and notice of failed inspection items, notice of an in-home conference date. A re-inspection date will be given at the time of in-home conference. Resident may be required to attend session on general housekeeping practices.

Third re-inspection and failure - thirty (30)day notice to vacate.

D. Resident Abuse, Damages and Maintenance Charges

In the event of resident abuse to a unit, repairs will be made by maintenance and charges assessed to the resident according to the tenant charge schedule. When abuse is evident, a resident may be required to attend a scheduled conference in order to prevent lease termination.

An installment agreement for payment of the charges may be allowed with payment arrangements not to exceed ninety(90)days and as approved by Management. Charges from a move-out inspection will be deducted from the resident's security deposit as indicated in Section XIII. Repeated abuse will result in lease termination regardless of payment.

E. Special Inspections

Special inspections may be scheduled by management if there are circumstances that warrant an inspection, i.e., excessively dirty unit during a routine work-order or pest control services, etc. Adequate notice of the inspection will be provided and the procedures set forth in this Section will be followed.

XIII. LEASES, SECURITY DEPOSITS, UTILITIES AND RESIDENT-OWNED BUSINESSES IN UNITS

A. Lease:

The PHA maintains a standard form lease and resident rules and regulations, which must be executed prior to move-in. The lease must contain the names of all members of the household and shall be signed by the head-of-household and spouse (if applicable).

New leases must be executed for all unit transfers. Notices of rent adjustment will be executed as rental changes are made. An amendment/rider or a new lease must be executed for all other changes to tenant status except for rent adjustments.

Schedules of special charges for services, maintenance repairs, utilities, and rules and regulations will be posted on the applicant/resident bulletin board. These schedules may be amended from time to time with at least thirty (30) days notice to the residents by either posting on the bulletin board or mailed directly to each resident. An opportunity for resident comment will be provided.

B. Security Deposits

Each family/program participant is required to pay a security deposit as determined by the PHA and set forth in the Lease. Security deposits must be paid by the resident(s) prior to occupancy.

Any interest earned on security deposits held by the PHA will not be distributed to residents vacating public housing units.

Security deposits will be returned to the tenant after move-out if the following conditions are met:

1. There are no unpaid rents, damages or other charges(beyond normal wear and tear) assessed and owed to the PHA by the family.
2. The apartment, equipment and yard have been left in clean and all trash and debris have been removed.
3. All keys, resident identification cards, pet decals and vehicle permits issued to the family are turned in to Management upon vacating the apartment.
4. The resident, at the end of the initial 12-month lease term or at the end of any 12-month renewal term thereof, has given Management a written fifteen (15) day notice to vacate the unit.

Any security deposit amount paid by the resident will be forfeited unless the required notice to vacate is provided to Management or if notice to vacate is given at any time other than at the end of the lease term.

C. Utilities.

Residents are required to pay utility bills and utilities must be on at all times. The PHA will review annually and update, as necessary, a utility allowance schedule to be used for computing utility allowances for families under an income-based or ceiling rent.

Families that have chosen a flat rent will not be given a utility reimbursement in accordance with HUD regulations.

D. Resident Business Operation in Public Housing Units

Residents must request, in writing to the PHA, prior approval to operate a business in a Public Housing leased unit. The request must include a detailed summary of the business activities (to include estimated traffic of clientele), license requirements (business, health, etc.), zoning ordinances, and utility consumption. The PHA reserves the right to approve or disapprove any business proposal that could cause damage to the unit, affect the PHA's insurance coverage, interfere with or cause disturbances with the residential community, or in any way affect the health, safety, or right to peaceful enjoyment of the premises by other residents.

If a business is approved, the resident must agree to the base rate for utility consumption and will be responsible for excess utilities (total consumption minus hours of operation). Additionally, the resident must provide evidence of liability insurance coverage.

XIV. RENT COLLECTION POLICY AND PROCEDURES

It is the policy of the PHA to require all residents to make prompt payment of all amounts due under the lease agreement. The resident's failure to pay all or any portion of the amount due shall constitute grounds for termination of the resident's lease.

A. Payment

Payments may be made at the PHA's office, by check or money order (payable to the PHA). Payments may be mailed to the PHA and the postmark date of the mail will be considered the receipt date of the payment. No two-party or payroll checks will be cashed or accepted.

Residents may make payments in person at the Main office at specific times as posted or may utilize the payment drop slot located at the front door of the Administrative Building.

B. Late Payment and Charges

The rent and other charges due will be considered late if payment is not made in full (or in such lesser amount as may be approved by management) before the 5th business day of the month. A late payment administrative fee of \$5.00, plus \$1.00 per day until paid, will be charged after the 5th business day of the month. In all cases of late payments, prompt action will be taken to enforce collection, including legal action if necessary. In the event legal action is taken for collection purposes, any court costs and/or bank charges for checks returned for insufficient funds will be charged to the family. The PHA may terminate the rental agreement if not paid. The lease constitutes written notice, in conspicuous language, of the PHA's intention to terminate.

Personal checks will not be accepted by the PHA from any resident, after the first incident of a bad check or after legal action for collection has begun.

C. Payment Disputes

Should a resident have a dispute over an amount due for rent or other charges indicated on the monthly statement, the resident must notify the PHA in writing prior to the tenth (10th) day of the month. A dispute does not excuse the resident from making timely payment and will not avoid the imposition of late charges (see also Grievance Policy). Any part of the amount due which is not subject to dispute must be paid in a timely manner to avoid any additional administrative charges.

D. Partial Payments

Partial payments of undisputed rent are not generally accepted. The PHA may in extenuating circumstances allow partial payment of rent or grant an extension for payment of rent. If a payment is accepted by the PHA in an amount less than the full amount due for maintenance charges, late fees, etc., such payment shall be first credited to rent and the remaining amount, if any, applies to charges other than rent.

E. Deferred Payments

The PHA may grant the privilege of paying installment payments for a time period to be determined by the PHA for payment of retroactive rent, large repair bills, or for other circumstances, that are approved by the Executive Director.

F. Habitual Late Payments

Any resident receiving three warrants in any twelve month period during the term of the lease, will be determined to be a repeated violation of the lease and may result in termination of the lease and ejection notice.

G. Rent Payment Extensions

A resident may request an extension of time to pay rent by submitting a written request to Management on or before the fifth (5th) business day of the month. Any request for an extension will be considered promptly and the resident will be notified immediately of approval or disapproval. A request for a rent extension will not waive the imposition of the late or administrative fee except for the following circumstances:

1. Death of an immediate family member of the leasehold and/or household.
2. Verified lost or stolen Social Security, AFDC or other government assistance checks.
3. Other extenuating circumstance determined by Management to justify the request for a rent extension.

H. Notice of Termination of Lease and Eviction Procedures

Residents who fail to make full payment of the amount due on or before the fourteenth (14th) from the fifth (5th) business day of the month will be subject to the following procedures:

1. After fourteen (14) days after the fifth (5th) business day of the month, the account will be sent to the local magistrate and a Notice to Show Cause of termination of the lease will be filed to include all unpaid rent and other charges.
2. After legal requirements have been met and the resident has not vacated the premises, arrangements will be made with the Sheriff's office to set out the resident.

I. Reinstatement of Lease

A lease which has been terminated as a result of the failure of the resident to make timely payments of the amount due may be reinstated in the event of extenuating circumstances and if all amounts are paid in full (including all late charges and court costs). The decision to reinstate any lease is a matter solely within the discretion of the PHA and is not the automatic right of any resident under any circumstances.

J. Balances due by Vacated Residents

Any amounts that are not paid by residents who terminate their lease or their lease has been terminated by the PHA and leave unpaid balances will have thirty (30) days from the date of the Statement of Security Deposit Settlement to pay amounts due or make arrangements for payment. Unpaid liabilities/accounts balances are subject collection by the State Department of Revenue and may be turned over to an Attorney for collection after the thirty (30) day period.

XV. TERMS AND CONDITIONS OF CONTINUED OCCUPANCY

As a part of continued occupancy in Public Housing, in addition to complying with the terms and conditions of the Regulations, the Lease and this Occupancy Policy, each adult Public Housing member of a family, unless exempted by the PHA and HUD Regulations, must contribute eight (8) hours per month of voluntary community service or participate in an economic self-sufficiency program for eight (8) hours per month. Failure to comply with this service requirement is grounds for non-renewal of the lease at the end of the twelve-month lease term.

Definition: Community Service: providing a public benefit to an agency or organization which serves the community at no cost and serves to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community Service is not employment and may not include political activities. Community service hours cannot be concurrent with stipends.

Note: Providing a service to place of worship must pertain to service to the entire community, such as helping with charitable events, in a nursery program, or with the administration or maintenance of the building are considered

Community Service. Activities pertaining directly to religious worship, such as singing on a choir or serving as a deacon are not considered community service.

Community Service must be done under the supervision of a specific organization, which can verify the service.

Community service can be counted by attending regularly scheduled community meetings.

Community service cannot be met by providing a service to a private entity such as a store, factory, private medical or dental offices, law firm or any other business or office. Job training without a salary, but with defined objectives in order to learn a new job skill with defined objectives is considered on the job training and can be counted as Community Service.

Parents are responsible for making their own child care arrangements.

Community service must be completed in the area of legal domicile, community service must be performed in Sumter City or County.

Exempt individuals from such community service are as follows:

- (1) An adult that is 62 years or older;
- (2) An adult that is blind or disabled individual as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. 416 (i)(1); 1382c), and who certifies that because of this disability she or he is unable to comply with the service provisions; or is the primary caretaker of such individual;
- (3) An adult who is engaged in work activities (see definitions);
- (4) Meets the requirements for being exempted from having to engage in a community work activity under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 *et seq.*) or under any other welfare program of the State, including a State-administered welfare-to-work program; or
- (5) An adult member of a family receiving assistance, benefits or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 *et seq.*) or

under any other welfare program of the State, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.

The PHA must provide a written notice to the family on any noncompliance with the community service requirements. Such notice must describe the noncompliance and indicate non-renewal of the lease at the end of the twelve-month lease term. The PHA must permit any adult family member to enter into a written agreement with the PHA, in the form and manner required by the PHA, to cure such noncompliance. Should the family not cure the noncompliance in accordance with the agreement, the PHA will again notify the family of non-renewal of the lease, unless the family can provide written assurance satisfactory to the PHA that the family member no longer resides in the unit.

All notices must contain language that the family may request a grievance hearing on any PHA determination and may exercise any available judicial remedy.

XVI. TERMINATIONS OF ASSISTANCE

The tenant may terminate the lease by providing the PHA with fifteen (15) days written notice as defined in the lease.

Termination of assistance may occur for serious or repeated violations of the lease or failure to fulfill the Tenant's obligations set forth in the lease, violations of HUD's **"One Strike, You're Out"** procedures (see Appendix of this Policy), or for other good cause. Grounds for termination of assistance may include but are not limited to the following:

- a. Action or inaction by the participating family or violation of family obligations under the lease, rules, and/or regulations to include failure to report any and all changes in family composition and family income within ten (10) days of the change.
- b. If a family member has committed any fraud or has made willful misrepresentations in income, assets, or family composition in connection with any federally housing assistance program.
- c. The family has violated any participant obligation or breached any agreement such as vacating a unit without notice requirements and/or failure to reimburse

any PHA for amounts owed to a PHA under any housing assistance program.

d. See Appendix I of this Policy for ineligibility as result of crime, drugs and the PHA's One-Strike Policy.

e. Failure to continuously occupy the unit under lease for more than 30 consecutive days or 60 consecutive days with medical documentation.

f. Allowing any unauthorized person(s) to live in an assisted unit beyond a visitor period (subject to PHA approval) not to exceed 14 days in a 12-month period or allowing unauthorized person(s) to use the unit address for mailing purposes, legal documents, telephone listings, furniture rental agreements, utility billings, etc.

g. Failure of any participating family member, or guest under the family's control, to conduct themselves in a manner that would not adversely affect the decent, safe, and sanitary requirements of the program or hinder the peaceful enjoyment by other area residents or employees of the PHA.

h. Failure to comply with the voluntary community service requirements. Termination of the Lease must not occur during the course of the twelve-month lease term, but occur in the non-renewal of the lease at the end of its lease term.

i. Engage in any abusive or violent behavior or make threats of any abusive or violent behavior towards any PHA employee or any other resident.

All housing terminations will be made in accordance with the Federal Regulations, State and local laws, and the PHA's Grievance Policy.

XVII. RECERTIFICATIONS, TYPES OF RENT, INTERIM CHANGES, AND LIMITATIONS ON HOUSEHOLD SIZE

A. Re-certifications/Reexaminations

Families may choose, at annual recertification, to have their rent based on income or those the PHA's flat rent (or

ceiling rent, if applicable). Families must be given sufficient written information by the PHA to be able to make an *informed choice* of rental methods. Sufficient information must include the following:

1. The PHA's policy on switching type of rent in circumstances of financial hardship;

2. The dollar amounts of tenant rent under each option. If a family chose ceiling rent for a previous year, the PHA must provide the family with the amount of the income-based rent for the subsequent year if the rent was based on income or if the family specifically requests the information.

An appointment for recertification will be given. If participants fail to keep a scheduled appointment, one re-schedule appointment will be available. Failure to keep scheduled appointments to recertify will be deemed as inaction by the participating family and a violation of the family's obligations and is grounds for termination of assistance, unless the family can provide written evidence of an emergency that caused the missed appointment.

Families will be provided with a "Lease Adjustment" form at the end of the reexamination that will indicate changes in rent.

The PHA must determine compliance with community service and self-sufficiency requirements once each twelve (12) months for all families that have nonexempt individuals.

B. Types of Rent

1. Income-based Rent

Income based rent is calculated based on income of the family from all sources (see Attachment to this Policy for Income Inclusions, Exclusions, and Deductions). All families that have chosen to be on income-based rent or a ceiling rent (if applicable for the PHA) must be recertified at least annually or more often as required by the PHA.

Rent Calculations: Employment income will be converted to annual amount using the following formulas:

Full-time hourly: rate x 2080; weekly: amount x 52; bi-weekly amount x 26; semi-monthly L amount x 24; monthly amount x

12.

Seasonal Employment will be calculated by method 1: the PHA annualizes current income and then conducts an interim re-examination when income changes.

Earned Income Disallowance: Defined, the exclusion of increase in income attributable to new employment or increased earning over income received prior to qualifying for the disallowance. The PHA will document and track EID as prescribed by HUD regulations located in CFR 960.255.

2. Minimum Rent

The PHA will implement a minimum rent of \$25.00.

3. Flat Rent

Flat rents are determined solely by the PHA. Families that have chosen flat rents must have family composition reexamined at least annually, and must have income reexamined at least once every three years. The PHA may chose to reexamine income more than once every three years if the PHA deems it necessary for any reason.

4. Ceiling Rent

Maximum rent minus utility allowance as determined solely by the PHA.

Families that indicate a financial hardship may request to be reexamined and return to income-based rent at any time during the three-year period. The PHA must immediately allow the family to be placed on income-based rent and the PHA shall make the rent determination within a reasonable time after the family makes the request. The family may not return to a flat rent until the next regular reexamination period for the family.

The PHA defines **financial hardship** as follows:

1. The family has experienced a decrease in income because of changed circumstances, including loss or reduction of employment, death in the family/loss of a family member, or reduction in or loss of earnings or other assistance;

2. The family has experienced an increase in expenses because of changed circumstances, for medical costs, childcare,

transportation, education, or similar items;

3. Such other situations of financial hardship as determined by the PHA.

C. Interim Changes

A family must request, in writing, an interim reexamination of family income or composition because of any changes since the last determination. The PHA must make the interim reexamination within a reasonable time after the family request.

Families, regardless of the method of rent chosen, must report all changes in family income (except regular increases in wages at the same job or periodic increase in government benefits), any additions or deletions of household members, and deduction changes (such as child care) within ten (10) day of the change or by the 25th day of the month from the date of change. Failure to report may result in termination of the Lease as set forth in this Policy and/or criminal prosecution. All interim changes must exceed a 30 day timeframe to be considered eligible for an adjustment to rent either increase or decrease.

Interim adjustments will be made for to correct any management errors, which may have occurred under the initial certification or for any subsequent reexaminations. Corrections resulting in a decrease in rent will be retroactive to the effective date of the move-in or the reexamination. Rent corrections which result in an increase in rent shall go into effect the first day of the month next following the end of the 30 day written notice of such increase.

Interim adjustments will be made for annual income increases for families on income-based rent for new sources of income to the family or in the event it is necessary to make an interim change due to household size changes, household deductions, etc.

For all changes that occur prior to the end of a month that result in a decrease of the family's total tenant payment, an interim adjustment must be made and will become effective the first of following month after the family reports the change. Should the PHA fail to receive written verification of the occurrence which caused the decrease in rent within thirty (30) days, the prior rent amount will be reinstated the first of the following month and will remain in effect until verification is received.

Increases in rent will become effective the second (2nd) month following the date of the triggering event. In cases of a family's failure to report income increases, the PHA reserves the right to perform the rent change retroactively to the date of the income increase without a 30 days notice.

Zero income families will be contacted on a quarterly basis concerning the status of their household income. Families that have no source of income for three consecutive months will be advised to seek assistance from supportive agencies (DSS, Job Service, etc.). Families that have no source of income for three consecutive months will be required to submit statements of survival until employment or other means of financial support is obtained. The PHA may require specific documentation that would indicate that the family is unable to obtain AFDC or income assistance from other programs, unable to work, or unable to participate in local job training services. The PHA may request a credit report on these families for rent determination purposes to see if there are any amounts paid to the household on a regular basis.

D. Limitations on Household Size

The PHA reserves the right of final decision concerning a resident's request to add members to the lease or household. For situations other than birth, any additions to the household must be approved by management of the PHA, including marriage, legal adoptions, custody, changes, addition of foster child(ren) or live-in aides. Participant names, with these type of changes in household size that result in the unit no longer being the appropriate size, will be placed on the transfer list.

At the PHA's discretion, immediate family members who have been deleted from the household or were never members of the household may not be added as program participants and are not entitled to housing assistance. Such persons will be advised to apply for housing assistance.

XVIII. REPAYMENT AGREEMENTS AND COLLECTIONS

Should the PHA determine that a family has unreported income, that an incorrect amount of rent has been paid or is due, or maintenance/damage charges, and it has been determined that there was no intentional fraud involved, a repayment agreement may be entered into with the family. Based upon the family's circumstances, a monthly repayment amount will be set at a reasonable rate. In the event of extreme hardship cases, the PHA

has the right to amend the repayment agreement or waive the amount due upon approval by the Executive Director. The PHA may terminate assistance for non-payment or failure to comply with the terms of the repayment agreement.

Refusal to execute a repayment agreement that is a result of a failure to comply with any of the family obligations will result in termination of assistance.

XIX. TRANSFERS

Transfers will be made without regard to race, sex, color, religion, national origin, familial status, or disability status. Transfers will be authorized in the following situations.

The Housing Authority will first offer vacant accessible units to any disabled or elderly applicants on the waiting list. If there are no applicants on the waiting list claiming a disability or a need for an accessible unit, the unit will be offered to an elderly or non-disabled applicant. Any elderly or non-disabled applicants must agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of an accessible unit.

a. Emergency transfers - when the unit or building conditions pose an immediate threat to resident life, health or safety as determined by the PHA.

b. Administrative transfers - to correct occupancy standards (over/under) housed conditions.

c. Transfers for families that require a unit with accessible features.

d. Transfers for victims who meet the criteria of certification under the requirements of the Violence Against Women Act.

Transfers may be authorized in the following situations depending upon the circumstances and must be approved by the Program Manager.

- a. Medical needs which have been documented by a physician. The request to be closer to a doctor or medical facility for convenience may not be approved and is dependent upon the circumstances.

b. Transfers to locations nearer employment.

Transfers will be made as vacancies occur and may take precedence over new admissions. A good tenant record is a requirement for a transfer. An exception to this may be granted in emergency situations.

XX. RESIDENT EMPLOYEES AND TENANTS EMPLOYED BY THE PHA

Employees who are required to live in Public Housing as a condition of their job are not considered Public Housing Tenants and are not subject to the same requirements or rights of Public Housing tenants (do not have to be income eligible, not subject to selection procedures and rent calculations, are not subject to lease and grievance procedures, have no rights to remain in Public Housing if employment is terminated). The PHA may charge employees who are required to live in Public Housing as a condition of their job a reasonable rent. Dwelling units of this nature must be approved by HUD (pursuant to HUD's unit conversion procedures in Handbook 7468.1) and excluded from total unit months available for occupancy (UMSs) for purposes of calculating subsidy under the Performance Funding System (PFS). Any rent paid must be included as other income for PFS calculations.

Public Housing participants or applicants who work or expect to work for the PHA are subject to the same admissions and occupancy requirements as other participants/applicants. Such work may not be a condition of their admission or tenancy, they may not be given a selection preference on their willingness to work for the PHA, and the PHA may not lower the rent as compensation for employment. Employment income must be counted in computations of rent.

XXI. COMPLAINTS AND INFORMAL HEARINGS (See also PHA's Grievance Policy)

A. Discrimination Complaints

If there is notification to the PHA that there is reason to believe that there has been any discrimination on the basis of race, color, creed, sex, disability status, familial status, or national origin, the PHA will provide the Fair Housing Complaint

Form, HUD-903, and any assistance deemed necessary.

B. Informal Reviews

The PHA will provide applicants with prompt written notice of ineligibility or denials of assistance. The notice must contain the reasons for the PHA decision, a statement that the applicant may request an informal review, and how to obtain an informal review. The PHA will indicate that requests for informal reviews must be received by the PHA within ten (10) days from the date of the notification. Failure to request the hearing, in writing, within ten (10) days from the date of the letter from the PHA will result in forfeiture of this right.

The informal review must be conducted by a person or persons designated by the PHA, other than a person who made or approved the decision under review or a subordinate of this person. The applicant will be given the opportunity to present written or oral objections to the PHA decision.

A prompt written decision will be provided to the applicant after the informal review.

Informal reviews, upon receipt of a written request, will be conducted for decisions affecting participants to include the following:

(1) Determinations of the family's annual or adjusted income and the use of such income to compute the housing assistance payments.

(2) A decision of denial or termination of a participant's housing assistance.

(3) A determination of the family unit size under the PHA's subsidy and occupancy standards.

Informal reviews will not be conducted by the PHA for the following:

(1) Discretionary administrative determinations by the PHA, general policy issues, or class grievances.

(2) The PHA's determination of the bedroom size indicated on the Housing Voucher or the participant's occupancy of a unit that is overcrowded or under utilized.

(3) The PHA's determination that a unit located by an applicant does not comply with the PHA's housing quality standards, the PHA's determination not to approve the lease of a

unit, failure of an owner to maintain or operate a contract unit in compliance with the housing quality standards, or because of failure to meet the standards for family size and bedroom size due to changes in the family composition.

(4) The PHA's decision not to approve a request for an extension or suspension of a voucher term.

(5) The PHA's decision to exercise any remedy against an owner under contract for fraud or substantial noncompliance with the program requirements, e.g. units failing HQS standard, including the termination of payments for any units that may be under contract with the owner.

(6) Establishment of the PHA schedule of utility allowances.

(7) A PHA determination that an assisted unit is not in compliance with HQS (unless terminating assistance because of a family caused breach of the HQS) including a determination that the unit fails HQS because of the family size.

(8) A determination by the PHA to exercise or not to exercise any right or remedy against an owner under a HAP contract.

C. Informal Hearing Procedures

The PHA will give participant families an opportunity for an informal hearing under any of the following circumstances:

1) Determination of the family's annual or adjusted income or computation of assistance disputes.

2) Determination of family's utility allowance disputes.

3) Determination of the family's unit size under subsidy standards.

4) Determination to terminate assistance except as outlined herein.

Informal hearings must be requested by a family in writing within ten (10) days from the date of the notification. Failure to request the hearing, in writing, within ten (10) days from the date of the letter from the PHA will result in forfeiture of this right.

The family and the PHA must be given the opportunity to examine and copy (at the requesting parties' expense) any PHA or

family documents that are directly relevant to the hearing. If the PHA or the family does not make the document available, the PHA or the family may not rely on the document at the hearing.

Either party may, at its own expense, be represented by a lawyer or other representative.

The hearing must allow for due process for the PHA and the family to include presentation of any evidence and/or opportunity to question witnesses, right to retain and have legal representation, rights of discovery for both the family and the PHA (right to examine and photocopy documents directly relevant to the hearing), and right to a private hearing.

Failure to appear at a scheduled hearing by either the family or the PHA is a waiver of the right to a further informal hearing. A written decision of the hearing officer or panel will be issued. The determination by the hearing officer or panel does not constitute a waiver of either party's right to appropriate judicial proceedings.

The hearing must be conducted by a person or persons designated by the PHA, other than a person who made or approved the decision under review or a subordinate of this person.

The person or panel conducting the hearing must issue a prompt written decision stating the reasons for the decision to the PHA staff and the applicant/participant/owner. The PHA is not bound by a hearing decision concerning a matter for which the PHA is not required to provide informal hearings or that otherwise exceeds the authority of the person conducting the hearing or if such hearing decision is contrary to HUD regulations or State/local law. In such instances, the PHA must notify the family of such determination and the reasons for the determination.

Informal Hearings will not be conducted by the PHA for the following:

1) Terminations based on criminal or drug activity as set forth in Appendix I of this policy. The PHA will grant an opportunity for an open discussion for any terminations of assistance.

XXII. FREEDOM OF INFORMATION (FOI) REQUESTS

In accordance with South Carolina Code Section 30-4-30 and the Federal regulations regarding FOI requests and the Federal Privacy Act, all requests for public records, other than those normally made within the

ordinary course of business, shall be made in writing to the Executive Director of the Housing Authority.

1. FOI requests must be in writing (ink only), unless an exceptions is granted by the Executive Director, and must be signed by the requesting person or his or her duly authorized agent or attorney.

2. Written notification of the Authority's determination on FOI requests will be made within fifteen (15) of the FOI request.

If the request is denied, the reasons for the denial will be indicated. If the request is granted, the notification shall state the time and place when the requested public record will be made available for inspection and the deposit amount required for the record search. If copies are requested of any public records, the notification will include the cost per copy. The determination of the Authority shall constitute the final opinion as to the availability of the requested public record.

3. An average hourly rate of pay for administrative employees that conduct the record search plus 30% for benefits will be charged. Should overtime wages be necessary, the overtime rate of pay will also be charged. If copies are made of any records by employees or the requesting party, 50 cent per page will be charged. Deposits may be required by the Authority for such expenses.

4. No public record held by the Authority may be removed from the Authority's premises.

5. The Authority shall only allow the inspection and/or copying of public records in its possession which are not exempt pursuant to South Carolina Code Section 30-4-40, and it shall not otherwise be required to generate records either by creation, subpoena or contract demand.

XXIII. RECORD RETENTION

The PHA will maintain all applications for admission and of all tenants in occupancy (to include race, ethnicity, sex, age of head of household) and any other occupancy information collection for the later of at least three (3) years or until audited by HUD. Records must be maintained to include offers and rejection of units, the reasons for the rejection, ineligibility documentation, and eligibility documentation for all residents. Files will be maintained for all participants that are no longer housed by the PHA and must include the disposition of the security deposit.

XXIV. OTHER ADMINISTRATIVE FUNCTIONS

The PHA will annually review and make changes, where necessary, to utility allowances and policies/procedures.

The Housing Authority Director will conduct internal quality reviews on the files for accuracy and completeness of documentation. Staff will be monitored and counseled in any deficient areas.

If funding limitations require reduction of Maintenance/Administrative staff. The method of staff reduction:

1. *Staff members with the highest documented number of policy/federal violations.*
2. *Staff members who do not meet expectation in the performance evaluation for more than one year.*

ADDENDUM I TO PUBLIC HOUSING OCCUPANCY POLICY

DRUG & CRIME ELIMINATION & ONE STRIKE POLICY

I. PURPOSE

In an effort to provide safe housing for residents assisted under the Sumter Housing Authority's housing programs, this policy is adopted to enable the PHA to screen, determine eligibility, and terminate assistance to persons that would pose a threat to the safety and/or peaceful enjoyment of the premises by residents.

II. DEFINITIONS

Covered Person. Definition for drug-related criminal activity (see 24 CFR 5, subpart I, and parts 966 and 982). A tenant, any

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

Credible Evidence. Evidence of drugs found in the dwelling unit, evidence which is tied to the drug activity, arrest warrant issued, drug raids, or arrest, or conviction for such activity.

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

Guest. Definition for drug-related criminal activity (see 24 CFR 5, subpart I, and parts 882, 960, 966 and 982). A person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of parts 966 and 982 apply to a guest as so defined.

Household. Definition for drug-related criminal activity (see 24 CFR 5, subpart I, and parts 882, 960, 966 and 982). The family and PHA-approved live-in aide.

Other Person Under the Tenant's Control. Definition for drug-related criminal activity (see 24 CFR 5, subpart I, and parts 882, 960, 966 and 982). See also definition of *covered person*. The person, although not staying as a guest (as defined herein) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined herein) because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.

Premises. Definition for drug-related criminal activity (see 24 CFR 5, subpart I, and parts 960 and 966). The building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

Preponderance of Evidence. 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.

Violent Criminal Activity. Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

III. ELIGIBILITY/INELIGIBILITY DETERMINATIONS AND TERMINATIONS OF ASSISTANCE BASED ON DRUG/CRIMINAL ACTIVITY

As a part of eligibility and/or continued assistance, the PHA will enforce HUD's **"One Strike, You're Out"** procedures.

Criminal background checks (to include all adult family members) will be done by either obtaining copies of records or requiring the family to furnish such copies of criminal records.

The PHA's background checks will include police record searches, landlord reports of disturbances or destruction of property, drug-related/substance abuse activities or reports/charges for any other activity that could adversely affect the safety and welfare of other public housing residents.

Applications will be reviewed and any ineligible applicants will be promptly notified in writing. The notice will provide the reason for the decision and an opportunity to request an informal review (for applicants) or hearing (for residents/participants) of the decision.

In accordance with HUD Regulations, the PHA may deny admission to any applicant whose screening results indicate that they or any member of their family may have a detrimental effect on the community or conducts or has conducted any activity that would affect the health, safety, or right to peaceful enjoyment of the premises of other residents.

Likewise, in accordance with HUD Regulations, the PHA terminate assistance to any participant or family (or specific member(s) of a family) that has conducted any drug related activity, alcohol abuse, or criminal activity on or off the premises that has or may have a detrimental effect or that would affect the health, safety, or right to peaceful enjoyment of the premises of other residents.

Consideration shall be given to the nature, extent, and elapsed time of the applicant's conduct and to the probability of favorable future conduct. As a part of consideration, if two years have passed from the date of a release from prison or three (3) years or more have passed since the date of the last criminal conviction and there has been no drug-related or criminal activity, the PHA may determine that the applicant is eligible.

The PHA may require an applicant to exclude a household member in order to be admitted to the housing program where that household member has participated in or been culpable for actions

described herein.

All housing terminations will be made in accordance with the Federal Regulations, State and local laws, and the PHA's Informal Review/Hearing or Grievance Policy.

Eligibility/ineligibility and/or terminations of assistance will be made and can include but are not limited to any of the following:

A. Any member of a family applying for housing assistance or receiving housing assistance that has been evicted because of drug-related criminal activity from housing assisted under a 1937 Housing Act program. The PHA must prohibit admission to the program of an applicant for three (3) years from the date of such eviction.

B. Any member of a family applying for housing assistance or receiving housing assistance that is arrested charged or evicted of criminal activity on or off the premises. Criminal activity includes crimes of physical violence. The PHA will base its determinations upon a preponderance of evidence regardless of whether the household member has been arrested or convicted for such activity.

C. Consideration will be given by the PHA in determining denials or terminations of assistance for charges against a family member, if the family member can demonstrate that he or she: (1) has an addiction to a controlled substance, has a record of such impairment, or is regarded as having such impairment; and (2) is recovering, or has recovered from, such addiction and does not currently use or possess controlled substances. The PHA may require a family member who has engaged in the illegal use of drugs to submit evidence or participation in, or successful completion of, a treatment program as a condition to being allowed to reside in the unit, and may require supporting evidence that the individual has remained drug-free for one year.

The PHA reserves the right to deny eligibility if there is reasonable doubt of the rehabilitation in order to protect the health, safety and/or right to peaceful enjoyment of the premises by other residents.

D. Any family having a family member who has a lifetime registration under a State Sex Offender Registration program.

E. Any family having a family member that has been convicted of manufacturing or producing methamphetamine (speed) in a Public Housing or Section 8 assisted property is denied

eligibility for life.

F. Actions that would adversely affect the safety or hinder the peaceful enjoyment by other nearby residents by any family member or guest under the family's control.

G. Any family having a family member that has a pattern of abuse of alcohol that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

H. Any abusive or violent behavior or threats of any abusive or violent behavior towards any PHA employee, PHA's agents, contractors, subcontractors, or any other resident by any member of a family or guest/other person under the tenant's control.

I. Any family having a family member that is fleeing to avoid prosecution, or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees; or is violating a condition or probation or parole imposed under Federal or State law.

V. PROHIBITION OF DISCRIMINATORY TREATMENT OF APPLICANTS OR RESIDENTS

The PHA will screen all adult family members and will require the signature of each adult household member on the consent form to release criminal conviction records.

In obtaining records from a drug abuse treatment facility, the PHA selects HUD's **Policy** in requesting information on applicants and family members of applicants or residents. The PHA will obtain a consent form from the household member(s) whose:

A. Criminal record indicates prior arrest or conviction for any criminal activity that may be a basis for denial of admission under HUD Regulations and/or this policy.

B. Prior tenancy records indicate that the proposed household member:

1. Engaged in the destruction of property;
2. Engaged in violent activity against another person; or
3. Interfered with the right of peaceful enjoyment of the premises by other residents.

VI. RECORDS MANAGEMENT AND CONFIDENTIALITY

Criminal conviction records received by the PHA from a law enforcement agency will be used for screening applicants for admittance to the Public Housing program, Section 8 Housing Choice Voucher program, Section 8 Moderate Rehabilitation or Project-based programs. Such records may only be used by the PHA for lease enforcement and eviction of Public Housing Residents and/or terminations of assistance in Section 8 programs. Owners of properties under the Section 8 program must adhere to the requirements/restrictions of 24 CFR 5.903 in requesting and/or receiving criminal information from a PHA for their use in lease enforcement/evictions.

The PHA will protect the confidentiality of any its files and records received from drug-treatment facilities about a person by adhering to the following records management practices:

1. A separate file will be maintained for any records received from drug-treatment facilities. The file will be kept in a locking file cabinet or drawer by the Executive Director or the Assistant Executive Director. This practice will ensure that the record is not misused or improperly disseminated.

2. The Executive Director or Assistant Executive Director will destroy such records as follows:

- a. Five (5) business days after the PHA makes a final decision to admit the person; or

- b. In a timely manner after the date on which the statute of limitations for commencement of a civil action has expired or until final disposition of any litigation based upon the PHA's determination of denial or termination of assistance.

VI. PHA'S USE OF CRIMINAL RECORDS

The PHA, in determinations for eligibility and/or terminations of assistance, will provide the subject of the criminal record and the applicant with a copy of the criminal record. The PHA will give the family an opportunity to dispute the accuracy and relevance of the record in accordance with its informal review/hearing process.

Attachment 1

PUBLIC HOUSING PROGRAM
ANNUAL INCOME INCLUSIONS
24 CFR 5, SUBPART F

Annual income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets for the 12-month period following the effective date of certification of income, exclusive of certain types of income provided in exclusions to income. If it is not feasible to anticipate a level of income over a 12-month period, or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

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

- (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member, or
- (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- (3) Which are not specifically excluded in income exclusions attached.

(4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

B. Annual income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

2. The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in IRS regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income. An allowance for depreciation is permitted only as authorized in #2 above. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000. Annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

4. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits or other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except deferred periodic amounts from supplemental social security (SSI) and social security benefits that are received in a lump sum amount or in prospective monthly amounts). (See income exclusions).

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as listed in #3 of income exclusions).

6. Welfare assistance (**SEE BELOW AT ***). If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(a) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus

(b) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage;

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

8. All regular pay, special pay and allowances of a member of the Armed Forces except those indicated in #7 of income exclusions.

NOTE: Families whose welfare assistance is reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement will not have their rent reduced based on the welfare benefit reduction (excludes persons that benefit is reduced due to a lifetime limit or where a family has complied with program requirements but cannot obtain employment). The PHA will obtain verification of such benefit reduction from the welfare agency. See 24 CFR 5.615 for specific HUD instructions on necessary calculations of imputed welfare income and specified welfare benefit reductions.

PUBLIC HOUSING PROGRAM
ANNUAL INCOME EXCLUSIONS
24 CFR 5, Subpart F

Annual income does not include the following:

1. Income from employment of children (including foster children) under the age of 18 years.
2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (see #5 income exclusions).
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of a live-in aide, as defined in 24 CFR 5.403.
6. The full amount of student financial assistance paid directly to the student or to the educational institution.
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
8. (i) Amounts received under training programs funded by HUD;

(ii) amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

(iii) amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(iv) amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200.00 per month received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time; or

(v) incremental earnings and benefits resulting to any family member from participating in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
9. Temporary, nonrecurring or sporadic income (including gifts).

10. 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.
11. Earnings in excess of \$480.00 for each full-time student 18 years old or older (excluding the head of household and spouse).
12. Adoption assistance payments in excess of \$480.00 per adopted child.
13. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
14. 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.
15. Amounts paid by a State agency to a family with a member who has a developmentally disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
16. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusion set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs and owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.
17. On and after 10/1/99, the PHA will not increase annual employment income for 12 months for families under the following circumstances:
 - a) participants in any self-sufficiency programs; or
 - b) income increases due to employment if unemployed for 1 year or more (previously unemployed is defined as a person who has earned in previous 12 months no more than would be received for 10 hours of work per week for 50 weeks at minimum wage)
 - c) families whose earned income increases that were or is, within 6 months, assisted under any state program for temporary assistance for needy families under Part A, title IV of Social Security Act (consult with local TANF agency)

After the initial 12 months, the increase may not be greater than 50% of the amount of the total rent increase for the next 12 months. This self sufficiency incentive is also referred as Earned Income Disallowance (EID).

Federal Statute Exclusions from Income (August 1993)

- ▶ 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 (such as Retired Senior Volunteer Programs (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), Older American Committee Service Program, National Volunteer Antipoverty Programs (VISTA, Peace Corps, Service Learning Program, National Volunteer Program to Assist Small Business, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
- ▶ Payments received under the Alaska native Claims Settlement Act.
- ▶ Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes.
- ▶ Payments or allowances made under the Department of Health and Human Service's Low-Income Home Energy Assistance Program.
- ▶ Payments received under programs funded in whole or in part under Job Training Partnership Act.
- ▶ Income derived from the disposition of funds of the Grand River Band of Ottawa Indians.
- ▶ The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims 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.
- ▶ Payments received from programs funded under Title V of the Older Americans Act of 1965 (such as Senior community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Persons Mayors, 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.
- ▶ Payments received under the Maine Indian Claims Settlement Act of 1980.
- ▶ The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990.
- ▶ Earned income tax credit refund payments received on or after January 1, 1991.

PUBLIC HOUSING PROGRAM
DEDUCTIONS/ALLOWANCES FROM GROSS INCOME
24 CFR 5, SUBPART F

Adjusted income means annual income less the following deductions:

1. \$480. for each dependent (see definition of dependent - excludes head of household, spouse, foster children and foster adults).
2. \$400 for any elderly family or disabled family (see definition of elderly family or disabled family).
3. The sum of the following, to the extent the sum exceeds three percent of annual income:
 - (i) Unreimbursed medical expenses of any elderly family or disabled family to include prescription and non-prescription medical expenses. (As permitted in the IRS Publication 502)
 - (ii) Unreimbursed medical expenses of any elderly family or disabled family to include dental expenses. (As permitted in the IRS Publication 502.
 - (ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by the family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus; and
4. Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education that are anticipated to be paid by the family for the care of children under 13 years of age during the period of which annual income is computed and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

TOTAL TENANT PAYMENT - PUBLIC HOUSING

Total tenant payment (gross family contribution) for **income-based rent** will be computed in accordance with Federal Regulations and Public Law 104-99, to be the greater of:

- ◀ 30 percent of monthly adjusted income; or
- ◀ 10 percent of monthly income; or
- ◀ For the Public Housing program, a minimum TTP of \$0.00 (includes utility allowance);

OR

Flat rent as posted and set by the PHA should the family choose to be placed on a flat rent.

MINIMUM RENT EXCEPTION

Statutory provisions, Section 507:3(a) (3) (B) of the QHWRA, provide the

following exceptions to the minimum rent requirements:

1. A family may request an exception (which must include reasonable documentation) to the minimum rent based upon temporary financial hardship due to the following circumstances:

- A. The family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program;
- B. The family would be evicted as a result of the imposition of the minimum rent requirement;
- C. The income of the family has decreased because of changed circumstance, including loss of employment;
- D. A death in the family has occurred; and
- E. Other circumstances determined by the HA or HUD.

2. The HA shall immediately suspend or discontinue the family's requirement for payment of a minimum rent upon the family's request for hardship exemption and the suspension shall continue until a determination is made on whether the hardship exists and/or if the hardship is **temporary or long-term**.

3. If the HA determines that the hardship is **temporary**, the minimum rent remains imposed (including back payment for minimum rent from the time of suspension).

4. Should a family request and qualify for such exception after October 21, 1998 and the financial hardship occurred prior to adoption of this policy, the HA will reimburse the resident by providing a refund or otherwise offset future rent payments.

5. Should the HA determine that there is no hardship, a minimum rent is imposed retroactively to the time of the suspension. The HA must offer a reasonable repayment agreement for any back-payment due by the family. The family cannot be evicted for nonpayment during the 90-day period commencing on the date of the family's request for exemption of minimum rent in excess of the tenant rent otherwise payable.

**VIOLENCE AGAINST WOMEN ACT
PROCEDURES
PUBLIC HOUSING**

- 1. The client/resident has the responsibility to report to (a) Housing Authority staff or (b) Victim's Advocate from the Police Department, any incident of Domestic Violence, Dating Violence or Stalking.**
- 2. The Authority will assist the victim with (a) written statement, and (b) coordinating an appointment with the Victim's Advocate.**
- 3. The Authority will ensure all matters are confidential**
- 4. The Authority will inform Security and will issue a notice of trespass, if an address is obtained. (Certified mail)**
- 5. The Victim's Advocate will assist the victim with (a) contact for legal services, (b) filing an Order of Protection, or (c) Restraining Order for Stalking or Dating Violence.**
- 6. The family must complete and submit the HUD 50066 form within 14 business days from the date the incident is reported.**
- 7. At the completion of certification and pursuit of legal assistance the Authority will consider the victim eligible for a unit transfer.**

**VIOLENCE AGAINST WOMEN ACT
PROCEDURES
SECTION 8 HOUSING CHOICE VOUCHERS**

- 1. The client/resident has the responsibility to report to (a) Housing Authority staff or (b) Victim's Advocate from the Police Department, any incident of Domestic Violence, Dating Violence or Stalking.**
- 2. The Authority will assist the victim with (a) written statement, and (b) coordinating an appointment with the Victim's Advocate.**
- 3. The Authority will ensure all matters are confidential**
- 4. The Authority will issue a notice of trespass if an address is obtained. (Certified mail)**
- 5. The Victim's Advocate will assist the victim with (a) contact for legal services, (b) filing an Order of Protection, or (c) Restraining Order for Stalking or Dating Violence.**
- 6. The family must complete and submit the HUD 50066 form within 14 business days from the date the incident is reported.**
- 7. At the completion of certification and pursuit of legal assistance the Authority will assist the victim with notification to the owner, rescission of the lease and issuance of the voucher for relocation.**