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

PHA Plans-Version 2

5 Year Plan for Fiscal Years 2008 - 2012 Annual Plan for Fiscal Year 2008

Revised 6/23/08

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



PHA Plan Agency Identification

PHA Name: The Housing Authority of the City of San Antonio					
PHA	Number: TX000	3			
PHA	A Fiscal Year Begi	nning: 07	/2008		
⊠ Pul Numbe	Programs Admi blic Housing and Section or of public housing units: 6,4 or of S8 units: 12,000	8 Section		Housing Only of public housing units:	
□PF	IA Consortia: (che	ck box if subr	nitting a joint PHA Plan a	and complete table)	
P	articipating PHAs	PHA Code	Program(s) Included in the Consortium	Programs Not in the Consortium	# of Units Each Program
Participatin	ng PHA 1:				
Participatin	ng PHA 2:				
Participatin	ng PHA 3:				
Infor	mation regarding an acting: (select all that Main administrative PHA development PHA local offices SAHA Desktop SAHA Website	ny activities t apply) e office of th		can be obtained b) y
Disp	lay Locations For	PHA Pla	ns and Supporting	Documents	
The F that a	pply) Main administrative PHA development i PHA local offices Main administrative Main administrative	e office of the management e office of the e office of the		ic inspection at: (s	elect all

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)

5-YEAR PLAN PHA FISCAL YEARS 2008 - 2012

[24 CFR Part 903.5]

A. Mission

State the	e PHA's mission for serving the needs of low-income, very low income, and extremely low-income
families	in the PHA's jurisdiction. (select one of the choices below)
	The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic

opportunity and a suitable living environment free from discrimination.

The PHA's mission is: (State mission here)

The San Antonio Housing Authority (SAHA) is committed to building and
maintaining affordable housing for the residents in our community. We seek to
create safe neighborhoods by partnering with individuals and organizations to
provide housing, education, and employment opportunities for families of modest
means to become self-sufficient and improve their quality of life. We shall serve
our clients and all residents with the highest level of professionalism, compassion
and respect.

B. Goals

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

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

\boxtimes	PHA Goal:	Expand the supply of assisted housing	
	Objectives:		

Apply for additional rental vouchers:

- SAHA will continue to respond to all eligible voucher announcements (solicited and unsolicited). Applications will include the impact statements and internal plans for outreach and administration.
- Reduce Public Housing vacancies:
 - SAHA is implementing private sector property management "best practices" to minimize the number and duration of public housing vacancies.
- Leverage private or other public funds to create additional housing opportunities:
 - SAHA will seek to increase the availability of affordable housing through the blending of public and private funding opportunities.
 - SAHA secured a Capital Fund loan by leveraging our Capital Fund enabling us to expedite the rehabilitation of Public Housing properties.

- SAHA will explore additional housing opportunities for the elderly and persons with disabilities. Such opportunities may include, but will not be limited to, partnership development for the use of HUD Section 202 and Section 811 funding for supportive housing for persons with disabilities.
 Acquire or build units or developments:
 - SAHA will work to create partnerships with private and non-profit developers to increase affordable housing in the City of San Antonio (COSA).
 - To the greatest extent feasible, SAHA's plans are to use the Replacement Housing Factor Funds to build and/or acquire replacement public housing units.
 - After completing construction of Phase II-A in 2007, SAHA plans to begin the construction of Phase II-B and Phase III-A of the Victoria Commons Project in 2008.
- Other (list below)
 - SAHA is evaluating the utilization of all of its current programs in conjunction with our non-profit portfolio to determine the best use of our existing resources in order to maximize the amount of affordable housing opportunities we can create in the City of San Antonio. We will explore ways to expand the supply of assisted housing by seeking both public and private funds that will allow SAHA to acquire and/or build additional units, thus enabling the agency to better serve the housing needs of our community.
 - SAHA is using mixed financing including HOPE VI funds for the Revitalization of Victoria Commons, and will use mixed financing for future Replacement Housing Factor Program activities. This will include, but not be limited to, tax credits, tax-exempt bond financing and conventional financing.

\boxtimes	PHA Goal:	Improve the	quality of	assisted ł	nousing
	Objectives:				

- Improve public housing management: (PHAS score)
- Improve voucher management: (SEMAP score)
 - Increase customer satisfaction:
 - Continue to provide customer service training for all employees
 - Continue to upgrade and maintain the current Internet web site, which allows our clients access to a wide variety of information through our Web page.
 - Continue to make Procurement and Contract Administration files available to the public through our Web page. This link allows our vendors and the public full access to bid opportunities, bid tabulations and bid awards.
 - Continue to expand Section 3 opportunities for our clients. A full explanation of our Section 3 program to including on-line applications for both Section 3 residents and Section 3 Business Concerns, are available on our Web site.
- Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)

- Work orders
- On line vendor direct order processing system, referred to as our "Stockless System", which improves efficiencies and productivity in maintenance and fiscal operations.
- Unit turn around time
- Rent collections
- Resident communications
- Re-certification process
- Newsletters
- Operations systems
- Technology upgrades
- Renovate or modernize public housing units:
 - Enhance curb appeal and interior finish: Several PH Developments and scattered sites have been targeted for site improvements, interior and exterior alterations.
 - Several Public Housing Developments have been scheduled for modernization within the Capital Fund Program and the Capital Fund Finance Program. The modernization includes interior, exterior, mechanical systems, site improvements and other activities identified in the Physical Needs Assessments.
 - SAHA will continue to evaluate existing units for potential modifications to comply with current Section 504 Accessibility Standards.
- Demolish or dispose of obsolete public housing:
 - SAHA has conducted Feasibility, Viability and Master Plan Studies on several of its Public Housing properties. Based on the results of these studies, SAHA will determine the feasibility of demolition, disposition or density reduction.
 - Disposition
 - Rex: This vacant property is subject to a Development Agreement, which may require a disposition plan in the future, to make way for redevelopment, in coordination with the COSA's Museum Reach Improvements to the River Walk.
 - In the Blue Ridge Subdivision, constructed as part of the Mirasol Hope VI development, one of the single family houses burned and was subsequently razed. SAHA will determine whether to reconstruct this home or sell the lot.
 - SAHA will explore the demolition, lease and/or disposition of the units and/or land at various properties to allow for redevelopment of mixed-income/mixed finance project(s).
 - SAHA will apply for any future available HOPE VI funds for the revitalization of aging public housing developments.
- Provide replacement public housing:
 - As submitted in both Replacement Housing Plans (1st and 2nd Increment of Funding), SAHA will leverage Replacement Housing Funds and/or Capital Funds for the acquisition and/or new construction of replacement public housing units. To the greatest extent possible, these new properties will be mixed-income and mixed-finance projects.

	\boxtimes	Provide replacement vouchers:
		If necessary and available, SAHA will apply for replacement vouchers. Other: (list below)
	•	Sites to be explored as future HOPE VI sites; Sutton Homes; Cassiano Homes; Wheatley Homes; San Juan Homes, Alazan Apache, and Lincoln Heights. Any future Hope VI sites may be considered for disposition and/or demolition.
	PHA C	prospective landlords. Increase voucher payment standards: Payment standards will be set between 90% and 110% of the current Fair Market Rent.
		Payment standards will be reviewed annually to determine if adjustments are required. Implemented voucher Homeownership Program: Implemented Public Housing or other Homeownership Programs: Implement public housing site-based waiting lists: Convert public housing to vouchers: Other: (list below)
HUD :	Strateg	ic Goal: Improve community quality of life and economic vitality
\boxtimes	PHA (Goal: Provide an improved living environment
	\bowtie	Objectives: Implement measures to deconcentrate poverty by bringing higher income
		Public Housing households into lower income developments:
		Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
	\boxtimes	Implement Public Housing security improvements:
		Designate developments or buildings for particular resident groups (elderly, persons with disabilities).
	\boxtimes	Other: (List below)
	•	SAHA may adopt modifications to its standard public housing admissions

and occupancy policies and procedures for its mixed finance projects in

general or for specific mixed finance projects individually; if stipulated to meet financing requirements.

	Strategic Goal: Promote self-sufficiency and asset development of families ndividuals
	 PHA Goal: Promote self-sufficiency and asset development of assisted households Objectives: Increase the number and percentage of employed persons in assisted families: SAHA will continue its efforts to comply with the Section 3 Regulations at 24 CFR Part 135 in connection with development/modernization contracts and employment with SAHA thereby increasing opportunities for employment of economically disadvantaged families. Goal attainment will be monitored through periodic reports from contractors. ✓ Provide and/or attract supportive services to improve recipients' employability: SAHA currently provides supportive services through (locally based) partner agencies involving childcare, Head Start, job training, and job
	 placement. These services are further leveraged through the Hope VI CSS Program. Provide and/or attract supportive services to increase independence for the elderly or families with disabilities: SAHA is providing supportive services through partnering with agencies, such as the Council of Independent Living Services and any other appropriate supportive service agency meeting the needs of residents. Other: (List below)
HUD	Strategic Goal: Ensure Equal Opportunity in Housing for all Americans
	PHA Goal: Ensure equal opportunity and affirmatively further fair housing Objectives: ☐ Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability: ☐ Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability: ☐ Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required: Continue efforts to inform other agencies of available housing for "specia needs" clients. ☐ Other: (list below)

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Become less dependent on Federal funds.

Other PHA Goals and Objectives: (list below)

- Leverage housing resources and funds through public/private partnerships/development.
- SAHA's plans are to enter into an Energy Performance Contract to improve energy efficiency and cost savings. Additionally, SAHA has already begun converting to "Energy Star" appliances and products.
- SAHA is exploring opportunities to participate in Green Projects including LEED and other Certifications to increase its use of renewable resources and Green practices in the development, and operation of its housing and administrative buildings.
- Create new revenue/income streams from marketing of services and products.
- Maximize public funds through effective and efficient management and operating systems.
- Identify and apply for public and private resources to expand services and finance capital improvements.
- Develop new financial models for the acquisition and/or development of additional affordable and public housing inventory. SAHA will utilize mixed-finance and other public and private capital structures to accomplish this objective.

Annual PHA Plan PHA Fiscal Year 2008

[24 CFR Part 903.7]

i. Annual Plan Type: Select which type of Annual Plan the PHA will submit. Standard Plan Troubled Agency Plan

ii. Executive Summary of the Annual PHA Plan

[24 CFR Part 903.7 9 (r)]

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

Executive Summary:

The Housing Authority of the City of San Antonio's (SAHA) mission is further supported in this Public Housing Agency Annual and Five-Year Plan through our continued commitment to build and maintain affordable housing for the residents of our community. SAHA currently provides housing for approximately 6,411 Public Housing families and approximately 12,000 Housing Choice Voucher families. Despite the assistance provided by SAHA, San Antonio remains a city with a high demand for additional housing opportunities and would greatly benefit from any opportunity to expand services.

As reflected in the current Consolidated Plan and the Comprehensive Housing Affordability Strategy data set, there are a total of 96,731 families who are below the 80% Average Median Income (AMI) threshold requirement for assistance; of which only approximately 18% receive assistance.

Recognizing the high demand with limited resources, SAHA continues to pursue all HUD available funding opportunities including the Capital Fund Financing program, in an effort to expand resources and services. In addition, SAHA continues to research "best practices" to ensure efficiency in operations, including private sector practices.

In the upcoming year, SAHA will continue to improve the Public Housing and Voucher management programs through training, technology and on-going evaluation measures. SAHA will implement plans to maximize the number of affordable units available to the agency by employing effective maintenance and management practices in both the Public Housing and Housing Choice Voucher programs.

Planned activities to affirmatively further fair housing and to provide an improved living environment include counseling and providing maps to Section 8 program participants as to the location of units outside areas of poverty or minority concentration. Marketing of the Section 8 program to owners outside areas of poverty and minority concentrations will be achieved by: conducting outreach efforts to potential voucher landlords; actively participating in the San Antonio Board of Realtors monthly meetings; conducting monthly owners-orientations; and personally contacting prospective landlords.

To further address housing needs of the community, SAHA's plans are to expand the supply of Public Housing and Assisted Housing by applying for additional rental vouchers, leveraging affordable housing resources in the community through the creation of mixed-finance housing, and to aggressively pursue housing resources other than Public Housing or Section 8 assistance.

SAHA will actively engage in activities that will contribute to the long-term asset management of the entire housing stock. Such efforts will include, but not be limited to, analyzing and investigating the possibility of private management, continuing to engage site-based accounting principles, implementing a comprehensive stock assessment and encouraging input from resident groups.

A fundamental goal of the agency is to partner with supportive service agencies to provide our customers access to training, education, childcare, transportation, job readiness and employment opportunities to help families become self-sufficient and ultimately reduce, if not eliminate, their reliance on public assistance. Other partners include the faith-based community for ministry, emergency food and clothing, positive role-models, mentorship, parenting, etc.

SAHA has a Family Self-Sufficiency (FSS) Program available to participants of both the Public Housing and Section 8 Program. The FSS program provides case management and referrals to agencies providing services such as job skill development, education, transportation, childcare and financial management.

Additionally, SAHA elected to participate in the Moving to Work Demonstration, as of May 1, 2000, at three of its Public Housing Developments. The three sites selected to participate in the MTW Demonstration were Mission Park Apartments, Wheatley Courts, and Lincoln Heights Courts. The Department of Housing and Urban Development created a revised MTW Agreement with participating MTW Housing Authorities in January 2008. The revised agreement provided eligible Housing Authority's the opportunity to review their current agreement and revise the policies and procedures currently in place. SAHA is reviewing the revised agreement and researching the benefits of continuing to participate in the Demonstration or allowing the current agreement to expire in May of 2010.

Homeownership is a dream for some, and for those who aspire to be a homeowner, SAHA has two opportunities: Section 32, formerly the Public Housing Homeownership Program (5h), and the Section 8 Housing Choice Voucher Homeownership Program.

Planned resources from Federal and Non-Federal sources will go to planned uses such as Capital Improvements, Community and Supportive Services, Safety & Security, Technical Assistance, Operations and the Re-development of the Victoria Courts site. These funds are not enough to satisfy the housing needs of the entire community and as a result, SAHA will strive to become more entrepreneurial and less dependent on Federal funds. Some activities in these efforts include: leveraging housing resources through public/private partnerships; establishing an effective technology base and entering into an Energy Performance Contract to improve energy efficiency and cost savings; and creating new revenue/income streams from marketing of service and products.

iii. Annual Plan Table of Contents

[24 CFR Part 903.7 9 (r)]

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

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etc SE	dicate which attachments are provided by selecting all that apply. Provide the attachment's and in the space to the left of the name of the attachment. Note: If the attachment is provided PARATE file submission from the PHA Plans file, provide the file name in parentheses in exight of the title.	d as a
ъ.	and August Augus	

Required Attachments:

A	\boxtimes	Admissions Policy for Deconcentration.
		PHA Management Organizational Chart (included in Plan)

- C S FY 2002 Replacement Housing Factor Program 1st Increment P&E Report
- E S FY 2004 Replacement Housing Factor Program 1st Increment P&E Report
- F 🖂 FY 2005 Replacement Housing Factor Program 1st Increment P&E Report
- G 🗵 FY 2006 Replacement Housing Factor Program 1st Increment P&E Report
- H 🖂 FY 2007 Replacement Housing Factor Program 1st Increment P&E Report

Report

- M 🛛 FY 2004 Capital Fund Program Annual Statement P&E Report
- N 🛛 FY 2005 Capital Fund Program Annual Statement P&E Report
- O Marie FY 2006 Capital Fund Program Annual Statement P&E Report

Optional Attachments:

- - ☑ Other (List below, providing each attachment name)
- S Housing Choice Voucher Program Administrative Plan
- T Public Housing Admissions & Occupancy Policy (ACOP)

Supporting Documents Available for Review

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

	List of Supporting Documents Available for Review			
Applicable & On Display	Supporting Document	Applicable Plan Component		
	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans		
	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans		
	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs; addressed or is addressing those impediments in a reasonable fashion in view of the resources available; and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans		
	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI))) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs		

List of Supporting Documents Available for Review			
Applicable	Supporting Document	Applicable Plan	
& On Display		Component	
	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;	
	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies	
	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies	
	 Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 Quality Housing and Work Responsibility Act Initial Guidance; Notice and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis 	Annual Plan: Eligibility, Selection, and Admissions Policies	
	Public housing rent determination policies, including the methodology for setting public housing flat rents Check here if included in the public housing A & O Policy	Annual Plan: Rent Determination	
	Schedule of flat rents offered at each public housing development ightharpoonup check here if included in the public housing A & O Policy	Annual Plan: Rent Determination	
	Section 8 rent determination (payment standard) policies Check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination	
	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance	
	Public housing grievance procedures ⊠ check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures	
	Section 8 informal review and hearing procedures Check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures	
	The HUD-approved Capital Fund/Comprehensive	Annual Plan: Capital	

List of Supporting Documents Available for Review			
Applicable	Supporting Document	Applicable Plan	
& On Display		Component	
1 0	Grant Program Annual Statement (HUD 52837) for the active grant year	Needs	
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs	
\boxtimes	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs	
	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	
	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	Annual Plan: Conversion of Public Housing	
	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership	
	Policies governing any Section 8 Homeownership program Check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership	
	Any cooperative agreement between the PHA and the TANF agency . The term of agreement is until terminated by either party, so it will continue until such time.	Annual Plan: Community Service & Self-Sufficiency	
	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency	
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency	
	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention	
	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U. S.C. 1437c(h)), the	Annual Plan: Annual Audit	

List of Supporting Documents Available for Review				
Applicable	Supporting Document	Applicable Plan		
&		Component		
On Display				
	results of that audit and the PHA's response to any			
	findings			
	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs		
	Other supporting documents (optional)	(specify as needed)		
	(list individually; use as many lines as necessary)	-		
	ACOP APPENDIX			

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

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

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

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Affordability	Supply	Quality	Accessibility	Size	Location
Income <= 30% of AMI	34,448	5	5	5	5	5	N/A
Income >30% but <=50% of AMI	26,177	5	5	5	5	5	N/A
Income >50% but <80% of AMI	36,106	5	3	3	2	5	N/A
Elderly	18,240	5	5	3	5	5	N/A
Families with Disabilities	27,368	5	5	4	5	N/A	N/A
Race/Ethnicity	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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

\boxtimes	Consolidated Plan of the Jurisdiction/s
	Indicate year: Fiscal Year 2005-2009
	 Source: City of San Antonio Department of Housing and Community
	Development
\boxtimes	U.S. Census data: the Comprehensive Housing Affordability Strategy ("CHAS")
	dataset
	American Housing Survey data
	Indicate year:
	Other housing market study
	Indicate year:
	Other sources: (list and indicate year of information)

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

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

Housing Needs of Families on the Waiting List					
Waiting list type: (select one) Section 8 tenant-based assistance (Data as of 02/26/08 and is merely a snapshot. This data is subject to change on a daily basis.) Public Housing Combined Section 8 and Public Housing Public Housing Site-Based or sub-jurisdictional waiting list (optional) If used, identify which development/subjurisdiction:					
	# of families	% of total families	Annual Turnover		
Waiting list total	9,241	N/A			
Extremely low income <=30% AMI Very low income (>30% but <=50%	N/A Note – The Section 8 maintained only with				
AMI)	placement on the list.	busic information for			
Low income (>50% but <80% AMI) Families with	No income or household information is gathered until the applicant is called off the waiting list for an eligibility appointment.				
children	waiting fist for all eng	iomicy appointment.			
Families with Disabilities					
Race/ethnicity	White/7,116	77%			
Race/ethnicity	Black/2,033	22%			
Race/ethnicity	Amer. Indian/46	.5%			
Race/ethnicity	Asian /46 .5%				
Race/ethnicity	Hispanic/6,469	70%			
Race/ethnicity	Non-Hispanic/ 2,772	30%			
Characteristics by Bedroom Size					

Housing Needs of Families on the Waiting List				
(Public Housing				
Only)				
1BR				
2 BR				
3 BR				
4 BR				
5 BR				
5+ BR				
Is the waiting list closed (select one)? No Yes				
If yes:				
How long has it been closed (# of months)? November 2007				
Does the PHA expect to reopen the list in the PHA Plan year? No Yes				
Does the PHA permit specific categories of families onto the waiting list, even if				
generally closed? No Yes				

Housing Needs of Families on the Waiting List					
Public Housing subject to cha Combined Sec Public Housing	nt-based assistance g (Data as of 02/27/08 ange on a daily basis.) tion 8 and Public Housi g Site-Based or sub-juri	ing sdictional waiting list			
	If used, identify which development/subjurisdiction: # of families % of total families Annual Turnover				
Waiting list total	6,140	28%	1719		
Extremely low income <=30% AMI	6,085	99.1%			
Very low income (>30% but <=50% AMI)	50	.80%			
Low income (>50% but <80% AMI)	4	.06%			
Families with children	4,441	72.32%			
Elderly families	728	11.85%			
Families with Disabilities	971	15.81%			
Race/ethnicity	White/Hispanic 4,606	75.01%			
Race/ethnicity	White/Non- Hispanic 508	8.27%			
Race/ethnicity	Black/Non-Hispanic 923	15.03%			
Race/ethnicity	Black/Hispanic 29	.47%			
Race/ethnicity	Amer. Indian/Non- Hispanic 24	.39%			
Race/ethnicity	Amer. Indian/ Hispanic 16	.26%			
Race/ethnicity	Asian/Native /Non- Hispanic 29	.47%			
Race/ethnicity	Asian/Native/ Hispanic	.08%			

Hansing Moods of Families on the Weiting List					
Housing Needs of Families on the Waiting List					
	5				
Characteristics by					
Bedroom Size					
(Public Housing					
Only)					
0BR	183	2.98%			
1BR	1,997	32.52%			
2 BR	2,641	43.01%			
3 BR	1,032	16.80%			
4 BR	272	4.42%			
5 BR	15	.24%			
<u> </u>	sed (select one)? 🔀 1	No Yes			
If yes:					
	it been closed (# of mo		or2 □ No □ Voc		
	A expect to reopen the li				
	the PHA permit specific f generally closed?	No Yes	s onto the waiting list,		
EVEII I	generally closed:	110 1 es			
this strategy. (1) Strategies					
its current resources	Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by:				
Select all that apply					
	Employ effective maintenance and management policies to minimize the number of public housing units off-line				
	Reduce turnover time for vacated public housing units				
	Reduce time to renovate public housing units				
Seek replacen	Seek replacement of public housing units lost to the inventory through mixed				
finance development					
Seek replacen	Seek replacement of public housing units lost to the inventory through section 8				
	replacement housing resources				
	Maintain or increase section 8 lease-up rates by establishing payment standards				
	that will enable families to rent throughout the jurisdiction				
	Undertake measures to ensure access to affordable housing among families				
	assisted by the PHA, regardless of unit size required Maintain or increase section 8 lease-up rates by marketing the program to owners,				
	ose outside of areas of				
Particularly th	of the state of th	ma poverty			

	Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program			
	Participate in the Consolidated Plan development process to ensure coordination with broader community strategies			
	Other (list below)			
	gy 2: Increase the number of affordable housing units by: ll that apply			
\boxtimes	Apply for additional section 8 units should they become available Leverage affordable housing resources in the community through the creation of mixed - finance housing			
	Pursue housing resources other than public housing or Section 8 tenant-based assistance.			
	Other: (list below) Development Partnerships with area Developers for the creation of additional Affordable Housing Units.			
Need:	Specific Family Types: Families at or below 30% of median			
	gy 1: Target available assistance to families at or below 30 % of AMI ll that apply			
	Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing			
	Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance			
	Employ admissions preferences aimed at families with economic hardships Adopt rent policies to support and encourage work Other: (list below)			
Need:	Specific Family Types: Families at or below 50% of median			
	gy 1: Target available assistance to families at or below 50% of AMI ll that apply			
	Employ admissions preferences aimed at families who are working Adopt rent policies to support and encourage work Other: (list below).			
Public	 Maintain required program size in the Housing Choice Voucher Family Self-Sufficiency program and increase the number of participants with escrow. Housing MTW program extended to 2010. 			
Need: Specific Family Types: The Elderly				
Strategy 1: Target available assistance to the elderly:				

Select al	ll that apply
□	Seek designation of public housing for the elderly If required to secure development financing. Apply for special-purpose vouchers targeted to the elderly, should they become available Other: (list below)
Need:	Specific Family Types: Families with Disabilities
	gy 1: Target available assistance to Families with Disabilities: ll that apply
	Seek designation of public housing for families with disabilities Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing: Apply for special-purpose vouchers targeted to families with disabilities, should they become available. Affirmatively market to local non-profit agencies that assist families with disabilities: • SAHA is providing supportive services through partnering with agencies,
	such as the Council of Independent Living Services and any other appropriate supportive service agency meeting the needs of residents. Other: (list below)
Need: needs	Specific Family Types: Races or ethnicities with disproportionate housing
Ì	gy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs: applicable
	Affirmatively market to races/ethnicities shown to have disproportionate housing needs
L housin	Other: (list below) Strategy 2: Conduct activities to affirmatively further fair
	that apply
•	Counsel Section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units: SAHA will counsel all program participants as to location of units outside of areas of poverty or minority concentration including maps indicating the areas outside of poverty and minority concentration will be provided to each
•	participant. Market the Section 8 program to owners outside of areas of poverty /minority concentrations: Actively participate in the San Antonio Board of Realtors monthly Property Management meetings in an effort to access a diverse San Antonio media and also to educate the community on the various partnerships and programs administered by our agency.

	Conduct monthly owners orientation in an effort to recruit and educate prospective landlords. Other: (list below)
Other	Housing Needs & Strategies: (list needs and strategies below)
	easons for Selecting Strategies
	factors listed below, select all that influenced the PHA's selection of the strategies
it will	pursue:
X	Funding constraints
Щ	Staffing constraints
Ш	Limited availability of sites for assisted housing
	Extent to which particular housing needs are met by other organizations in the community
\boxtimes	Evidence of housing needs as demonstrated in the Consolidated Plan and other
	information available to the PHA
\boxtimes	Influence of the housing market on PHA programs
	Community priorities regarding housing assistance
Ħ	Results of consultation with local or state government
Ħ	Results of consultation with residents and the Resident Advisory Board
Ħ	Results of consultation with advocacy groups
\bowtie	Other: (list below)
Ш	Other. (Hat below)

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

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

Financial Resources: Planned Sources and Uses				
Sources Planned \$ Planned Uses				
1. Federal Grants (FY 2008 grants)				
• a) Public Housing Operating Fund	17,557,440			

Financial Resources:				
Planned Sources and Uses				
Sources	Planned \$	Planned Uses		
b) Public Housing Capital Fund		PH Capital		
Projections assume SAHA receives the	9,033,330	Improvementss		
same funding as prior year (2007 amount).				
c) HOPE VI Revitalization * applying for revitalization grant with a demolition component		•		
d) HOPE VI Demolition *				
e) Annual Contributions for Section 8 Tenant-Based Assistance				
 - Housing Assistance Payments 	73,609,602			
- On-Going Monthly Fees	6,665,612	Section 8 Supportive Services		
• - Hard-to-House Fees	0			
• - Family Self-Sufficiency (FSS) and Homeownership*	96,410	Section 8 Supportive Services		
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	0			
g) Resident Opportunity and Self-Sufficiency Grants (ROSS)	292,262	PH Supportive Services		
- Programs (All eligible ROSS funding opportunities)		PH Supportive Services		
h) Community Development Block Grant	0	PH Capital Improvements		
i) HOME	0			
• j) Other Federal Grants (HOPE VI Neighborhood Network)	200,000	PH Supportive Services		
2. Duion Woon Endowed Com. 4				
2. Prior Year Federal Grants (unobligated funds only)				
Public Housing Capital Fund (LOCCS Data as of December 31, 2007)	11,232,461	PH Capital Improvements		
Replacement Housing Factor Program (LOCCS Data as of December 31, 2007)	16,745,213	PH Replacement Housing		
HOPE VI Revitalization (LOCCS Data as of December 31, 2007) This amount includes Phases 2, & 3 of the Victoria Courts grant	11,816,726	PH Revitalization, and Community Supportive Services		

Financial Resources:		
Planned Sources and Uses		
Sources	Planned \$	Planned Uses
Capital Fund Financing Program		PH Capital Improvements
(Unobligated as of December 31, 2007)	11,655,410	
Shelter Plus Care		Section 8 Operations
	486,588	
Resident Opportunity and Self-Sufficiency	0	
Grants (ROSS)		
3. Public Housing Dwelling Rental		
Income		
Rent		PH Operations
	10,203,445	
Sales and Services to Tenants		PH Operations
	1,074,777	
4. Other income (list below)		
Interest and Investment Income		PH Supportive Services
	118,182	
5. Non-federal sources (list below)		
Total resources		
	170,587,458	

^{*}Will apply for grant funding subject to availability.

3. PHA Policies Governing Eligibility, Selection, and Admissions [24 CFR Part 903.7 9 (c)]

A. Public Housing

(1) Eligibility

a. When does the PHA verify eligibility for admission to public housing? (select all that
apply)
When families are within a certain number of being offered a unit: (state number)
When families are within a certain time of being offered a unit: (state time)✓ Other: (describe)
At time of unit offer
At time of time offer
 Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)? Criminal or Drug-related activity
Rental history
 Criminal or Drug-related activity Rental history Housekeeping Other (describe)
Other (describe)
Debt owed to a public housing agency
c. \(\sum \) Yes \(\sup \) No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
d. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
e. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)
(2)Waiting List Organization
a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)
Site-based waiting lists
Other (describe)
 Homeownership
o. Where may interested persons apply for admission to public housing?
PHA main administrative office
PHA development site management office
Other (list below)
• Mail
• Fax
c. If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection (3) Assignment

1. How many site-based waiting lists will the PHA operate in the coming year?

2. Yes No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)? If yes, how many lists?
3. Yes No: May families be on more than one list simultaneously If yes, how many lists?
 4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)? PHA main administrative office All PHA development management offices Management offices at developments with site-based waiting lists At the development to which they would like to apply Other (list below)
3) Assignment
a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one) One Two Three or More
o. 🛛 Yes 🗌 No: Is this policy consistent across all waiting list types?
c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:
4) Admissions Preferences
a. Income targeting: ☐ Yes ☑ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?
 D. Transfer policies: In what circumstances will transfers take precedence over new admissions? (list below) ✓ Emergencies ✓ Overhoused ✓ Underhoused ✓ Medical justification

\boxtimes	Administrative reasons determined by the PHA (e.g., to permit modernization
	work) Resident choice: (state circumstances below) Other: (list below)
	• Incentive transfers
-	Preferences ✓ Yes ☐ No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If "no" is selected, skip to subsection (5) Occupancy)
2.	Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)
Foi	rmer Federal preferences Involuntary Displacement (Natural Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition), as verified by local, state, or federal authorities within the last 6 months. Displacement is defined as:
	Families involuntarily displaced by a natural disaster (fire, flood, hurricane, earthquake, etc.);
	Families residing in a PHA owned, operated housing development and SAHA/HUD sells, forecloses or demolishes, the project (to include major renovations/modernization, or property acquisition, health and safety or emergency maintenance conditions, or other action of the PHA);
	For residents of PHA sponsored housing programs, (Public Housing, Moderate Rehabilitation Program, Shelter Plus Care, Housing Choice Voucher Program, Homeownership Program, 5H Homeownership Program, and the Section 32 Homeownership Program), to meet specific housing needs (i.e. bedroom size, reasonable accommodation, legal judgments, renovations/modernization, or property acquisition, health and safety or emergency maintenance conditions, or other action of the PHA);
	The PHA may limit the number of applicants that may qualify for any local preference, based on time and date, or other qualifying criteria.
	Victims of domestic violence Substandard housing Homelessness High rent burden (rent is > 50 percent of income)
Otl	ner preferences: (select below) Working families and those unable to work because of age or disability Veterans and veterans' families

	Residents who live and/or work in the jurisdiction Those enrolled currently in educational, training, or upward mobility programs Households that contribute to meeting income goals (broad range of incomes) Households that contribute to meeting income requirements (targeting) Those previously enrolled in educational, training, or upward mobility programs Victims of reprisals or hate crimes Other preference(s) (list below) Section 5HMirasol/Springview Homeownership Program: Section 5H Mirasol/Springview Homeownership Program participants (as of August 3, 2007) who choose to relocate due to non-purchase of the lease purchase residence; Section 5H Mirasol/Springview Homeownership Program homeowner and lease-purchase participants (as of August 3, 2007) and Mirasol Target Site renters, who choose to relocate due to health
	or construction concerns.
3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.	
2 D	ate and Time (lottery assigns time)
1	Federal preferences: Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition) Victims of domestic violence Substandard housing Homelessness High rent burden
	Working families and those unable to work because of age or disability Veterans and veterans' families Residents who live and/or work in the jurisdiction Those enrolled currently in educational, training, or upward mobility programs Households that contribute to meeting income goals (broad range of incomes) Households that contribute to meeting income requirements (targeting) Those previously enrolled in educational, training, or upward mobility programs Victims of reprisals or hate crimes
1	Other preference(s) (list below) Section 5HMirasol/Springview Homeownership Program:
1	Section 5HMirasol/Springview Homeownership Program:

- Section 5H Mirasol/Springview Homeownership Program participants (as of August 3, 2007) who choose to relocate due to non-purchase of the lease purchase residence;
- Section 5H Mirasol/Springview Homeownership Program homeowner and lease-purchase participants (as of August 3, 2007) and Mirasol Target Site renters, who choose to relocate due to health or construction concerns.

 4. Relationship of preferences to income targeting requirements: The PHA applies preferences within income tiers Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements 	
(5) Occupancy	
 a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply) The PHA-resident lease The PHA's Admissions and (Continued) Occupancy policy PHA briefing seminars or written materials Other source (list) 	
 Other source (list) Resident Handbook, Brochures, Resident Newsletter, and SAHA's Website. 	
 b. How often must residents notify the PHA of changes in family composition? (select all that apply) At an annual reexamination and lease renewal Any time family composition changes At family request for revision Other (list) 	
(6) Deconcentration and Income Mixing	
a. Yes No: Did the PHA's analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the need for measures to promote deconcentration of poverty or income mixing?	
b. 🖂 Yes 🗌 No: Did the PHA adopt any changes to its admissions policies based on the results of the required analysis of the need to promote deconcentration of poverty or to assure income mixing?	
 c. If the answer to b was yes, what changes were adopted? (select all that apply) Adoption of site-based waiting lists If selected, list targeted developments below: Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments 	

	If selected, list targeted developments below: Employing new admission preferences at targeted developments If selected, list targeted developments below: Other (list policies and developments targeted below) Offer rent incentive to residents of higher income to transfer to properties with a lower income range.
d. 🖂	Yes No: Did the PHA adopt any changes to other policies based on the results of the required analysis of the need for deconcentration of poverty and income mixing?
e. If the app	ne answer to d was yes, how would you describe these changes? (select all that ly)
	Additional affirmative marketing Actions to improve the marketability of certain developments Adoption or adjustment of ceiling rents for certain developments Adoption of rent incentives to encourage deconcentration of poverty and incomemixing Other (list below)
	ed on the results of the required analysis, in which developments will the PHA special efforts to attract or retain higher-income families? (select all that apply) Not applicable: results of analysis did not indicate a need for such efforts List (any applicable) developments below: Wheatley Courts Lincoln Heights Sutton Homes
	sed on the results of the required analysis, in which developments will the PHA special efforts to assure access for lower-income families? (select all that apply) Not applicable: results of analysis did not indicate a need for such efforts List (any applicable) developments below: Mission Park Mirasol San Juan Homes Springview Westway

B. Section 8

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

(1) Eligibility a. What is the extent of screening conducted by the PHA? (select all that apply) Criminal or drug-related activity only to the extent required by law or regulation Criminal and drug-related activity, more extensively than required by law or regulation More general screening than criminal and drug-related activity (list factors below) Other (list below) • Debts owed to a public housing agency (only "SAHA"). b. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes? c. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes? d. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCICauthorized source) e. Indicate what kinds of information you share with prospective landlords? (select all that apply) Criminal or drug-related activity Other (describe below) • Previous or current landlord information Previous or current address (2) Waiting List Organization a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply) None Federal public housing Federal moderate rehabilitation Federal project-based certificate program Other federal or local program (list below) b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply) PHA main administrative office (only when waiting list is closed for general \bowtie application)

(3) Search Time

Other (list below)

• Mail

 \boxtimes

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

If yes, state circumstances below:

Extensions are permissible at the discretion of the PHA, up to a maximum of an additional 60 days inclusive, but not limited, to these reasons:

Extenuating circumstances such as hospitalization or a family emergency for an extended period of time that has affected the family's ability to find a unit within the initial sixty-day period. Verification is required.

The PHA is satisfied that the family has made a reasonable effort to locate a unit, including seeking the assistance of the PHA, throughout the initial sixty-day period. A completed search record may be required.

The family was prevented from finding a unit due to disability requirements or large size bedroom unit requirement.

Any request for an additional extension must include the reason(s) an additional extension is necessary. The PHA may require the family to provide documentation to support the request.

(4) Admissions Preferences

a. Income targeting
Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?
 b. Preferences 1. Yes No: Has the PHA established preferences for admission to section 8
tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent (5) Special purpose section 8 assistance programs)
If the waiting list is closed, the PHA will still accept pre-applications for the local preferences.
2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)
Former Federal preferences
Families involuntarily displaced by a natural disaster (fire, flood, hurricane, earthquake, etc.);

Families residing in a PHA owned, operated housing development and SAHA/HUD sells, forecloses or demolishes, the project (to include major renovations/modernization, or property acquisition, health and safety or emergency maintenance conditions, or other action of the PHA);

For residents of PHA sponsored housing programs, (Public Housing, Moderate Rehabilitation Program, Shelter Plus Care, Housing Choice Voucher Program, Homeownership Program, 5H Homeownership Program, and the Section 32 Homeownership Program), to meet specific housing needs (i.e. bedroom size, reasonable accommodation, legal judgments, renovations/modernization, or property acquisition, health and safety or emergency maintenance conditions, or other action of the PHA);

The PHA may limit the number of applicants that may qualify for any local preference, based on time and date, or other qualifying criteria.

	Victims of domestic violence Substandard housing Homelessness
	This preference shall be given to those families determined to be homeless and referred by the City of San Antonio. No more than four hundred vouchers will be allocated for this preference, in yearly increments of 100.
	High rent burden (rent is > 50 percent of income)
Other j	preferences (select all that apply) Working families and those unable to work because of age or disability
	Veterans and veterans' families Residents who live and/or work in your jurisdiction Those enrolled currently in educational, training, or upward mobility programs Households that contribute to meeting income goals (broad range of incomes) Households that contribute to meeting income requirements (targeting) Those previously enrolled in educational, training, or upward mobility programs Victims of reprisals or hate crimes Other preference(s) (list below)
•	Disability: This preference is extended to disabled persons or families with a disabled member as defined in this plan. Proof of disability will be required at time of selection and it must verify disability existed as of the date of preapplication.

Section 5HMirasol/Springview Homeownership Program:

• Section 5H Mirasol/Springview Homeownership Program participants (as of August 3, 2007) who choose to relocate due to non-purchase of the lease purchase residence;

 Section 5H Mirasol/Springview Homeownership Program homeowner and lease-purchase participants (as of August 3, 2007) and Mirasol Target Site renters, who choose to relocate due to health or construction concerns. 	
3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.	
□ Date and Time	
Former Federal preferences 3 Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition) Victims of domestic violence Substandard housing 4 Homelessness High rent burden	
Other preferences (select all that apply) Working families and those unable to work because of age or disability Veterans and veterans' families Residents who live and/or work in your jurisdiction Those enrolled currently in educational, training, or upward mobility programs Households that contribute to meeting income goals (broad range of incomes) Households that contribute to meeting income requirements (targeting) Those previously enrolled in educational, training, or upward mobility programs Victims of reprisals or hate crimes Other preference(s) (list below) 4-Disability: 1- Section 5HMirasol/Springview Homeownership Program: Section 5H Mirasol/Springview Homeownership Program participants (as of August 3, 2007) who choose to relocate due to non-purchase of	
 the lease purchase residence; Section 5H Mirasol/Springview Homeownership Program homeowner and lease-purchase participants (as of August 3, 2007) and Mirasol Target Site renters, who choose to relocate due to health or construction concerns. 	
 4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one) Date and time of application Drawing (lottery) or other random choice technique 	

 Among applicants with equal preference status and/or same date of application, the waiting list will be organized by date/lottery.
5. If the PHA plans to employ preferences for "residents who live and/or work in the jurisdiction" (select one) This preference has previously been reviewed and approved by HUD
 ☐ The PHA requests approval for this preference through this PHA Plan 6. Relationship of preferences to income targeting requirements: (select one) ☐ The PHA applies preferences within income tiers ☐ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements
(5) Special Purpose Section 8 Assistance Programs
 a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (select all that apply) The Section 8 Administrative Plan Briefing sessions and written materials Other (list below) SAHA Web Page
 b. How does the PHA announce the availability of any special-purpose section 8 programs to the public? Through published notices Other (list below) Contacts referral agencies SAHA Web Page Local Newspaper/ Media
4. PHA Rent Determination Policies [24 CFR Part 903.7 9 (d)]
A. Public Housing Exemptions: PHAs that do not administer public housing are not required to complete sub-component 4A.
(1) Income Based Rent Policies Describe the PHA's income based rent setting policy/ies for public housing using, including discretionary (that is, not required by statute or regulation) income disregards and exclusions, in the appropriate spaces below.
a Use of discretionery relicios (select one)
a. Use of discretionary policies: (select one)
The PHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the higher of 30% of

	adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))
or	<u>-</u>
	The PHA employs discretionary policies for determining income based rent (If selected, continue to question b.) The PHA's MTW program has an alternate rent schedule. Homeownership Program
b. Mir	nimum Rent
1. Wha □ □ ⊠	at amount best reflects the PHA's minimum rent? (select one) \$0 \$1-\$25 \$26-\$50
2. 🗌	Yes No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?
3. If ye	es to question 2, list these policies below:
c. Re	nts set at less than 30% than adjusted income
1.	Yes No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?
•	res to above, list the amounts or percentages charged and the circumstances under tich these will be used below:
	ich of the discretionary (optional) deductions and/or exclusions policies does the IA plan to employ (select all that apply) For the earned income of a previously unemployed household member Applies to MTW sites For increases in earned income Fixed amount (other than general rent-setting policy) If yes, state amount/s and circumstances below: Fixed percentage (other than general rent-setting policy) If yes, state percentage/s and circumstances below:
	For household heads For other family members For transportation expenses For the non-reimbursed medical expenses of non-disabled or non-elderly families Other (describe below)

e. (Ceiling rents
1.	Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income) (select one)
	Yes for all developments Yes but only for some developments No
2.	For which kinds of developments are ceiling rents in place? (select all that apply)
	For all developments For all general occupancy developments (not elderly or disabled or elderly only) For specified general occupancy developments For certain parts of developments; e.g., the high-rise portion For certain size units; e.g., larger bedroom sizes Other (list below)
3.	Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)
	Market comparability study Fair market rents (FMR) 95 th percentile rents 75 percent of operating costs 100 percent of operating costs for general occupancy (family) developments Operating costs plus debt service The "rental value" of the unit Other (list below)
f.	Rent re-determinations:
1.	Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply) Never At family option Any time the family experiences an income increase Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold) Other (list below) Any time there is an increase or decrease in family income and/or change in family composition.
g.	Yes No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month

disallowance of earned income and phasing in of rent increases in the next year? $\,$

(2) Flat Rents

 In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.) The section 8 rent reasonableness study of comparable housing Survey of rents listed in local newspaper Survey of similar unassisted units in the neighborhood Other (list/describe below)
B. Section 8 Tenant-Based Assistance Exemptions: PHAs that do not administer Section 8 tenant-based assistance are not required to complete sub-component 4B. Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).
(1) Payment Standards
Describe the voucher payment standards and policies.
 a. What is the PHA's payment standard? (select the category that best describes your standard) At or above 90% but below 100% of FMR 100% of FMR Above 100% but at or below 110% of FMR Above 110% of FMR (if HUD approved; describe circumstances below) Other At or above 90% but at or below 110% of FMR
 b. If the payment standard is lower than FMR, why has the PHA selected this standard? (select all that apply) FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area The PHA has chosen to serve additional families by lowering the payment standard Reflects market or submarket Other (list below) Payment standard will be based on financial resources.
c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply) ☐ FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area ☐ Reflects market or submarket ☐ To increase housing options for families ☐ Other (list below)

 d. How often are payment standards reevaluated for adequacy? (select one) Annually Other (list below) At least annually
 e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply) Success rates of assisted families Rent burdens of assisted families Other (list below) Payment standard will be based on financial resources.
(2) Minimum Rent
a. What amount best reflects the PHA's minimum rent? (select one) □ \$0 □ \$1-\$25 □ \$26-\$50
 b. Yes No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below) In order for a family to qualify for a hardship exception the family's circumstances must fall under one of the following HUD hardship criteria: The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance, including a family with a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act, and who would be entitled to public benefits, but for Title IV of he Personal Responsibility and Work Opportunity Act of 1996. The family would be evicted as a result of the imposition of the minimum rent requirement: The income of the family has decreased because of changed circumstances, including loss of employment, death in the family, or other circumstances as determined by the PHA or HUD.
5. Operations and Management [24 CFR Part 903.7 9 (e)]
Exemptions from Component 5: High performing and small PHAs are not required to complete this section. Section 8 only PHAs must complete parts A, B, and C(2)
 A. PHA Management Structure Describe the PHA's management structure and organization. (select one) ✓ An organization chart showing the PHA's management structure and organization is attached. ✓ A brief description of the management structure and organization of the PHA follows:

B. HUD Programs Under PHA Management

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

Program Name	Units or Families	Expected
	Served at Year	Turnover
	Beginning	
Public Housing	5,685	1,509
Section 8 Vouchers	11,668	1,800
Section 8 Certificates	N/A	N/A
Section 8 Mod Rehab	376	Included in Section 8 Voucher Total
Special Purpose	88	Included in Section 8 Voucher
Section 8	Shelter Plus Care &	Total
Certificates/Vouchers	House of Hope	
(list individually)		
Public Housing Drug		
Elimination Program		
(PHDEP)		
Section 8 Mainstream	100	Included in Section 8 Voucher
		Total
Other Federal	686	278
Programs(list		
individually): MTW		

C. Management and Maintenance Policies

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

- (1) Public Housing Maintenance and Management: (list below)
- Admissions and Continued Occupancy Policy
- Resident Handbook
- Maintenance Plan
- (2) Section 8 Management: (list below)
- Administrative Plan
- Housing Choice Voucher Master Book
- Housing Choice Voucher Guidebook (HUD 7420.10G)
- Housing Choice Voucher Financial Management Master Book
- Housing Quality Standards Master Book
- Earned Income Verification User Manual

6. PHA Grievance Procedures

Exemptions from component 6: High performing PHAs are not required to complete component 6. Secti 8-Only PHAs are exempt from sub-component 6A.
A. Public Housing 1. Yes No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, SubpaB, for residents of public housing?
 If yes, list additions to federal requirements below: SAHA's Grievance Procedures limit the time frame for filing a grievance 10 calendar days.
 Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply) PHA main administrative office PHA development management offices Other (list below)
B. Section 8 Tenant-Based Assistance 1. ☐ Yes ☑ No: Has the PHA established informal review procedures for applicants the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements four at 24 CFR 982?
If yes, list additions to federal requirements below:
 Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply) PHA main administrative office Other (list below)

7. Capital Improvement Needs [24 CFR Part 903.7 9 (g)]

Exemptions from Component 7: Section 8 only PHAs are not required to complete this component and may skip to Component 8.

A. Capital Fund Activities

Exemptions from sub-component 7A: PHAs that will not participate in the Capital Fund Program may skip to component 7B. All other PHAs must complete 7A as instructed.

(1) Capital Fund Program Annual Statement

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

Select one:

The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (2008 Capital Fund Annual Statement)

	one: The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (2008 Capitol Fund Annual Statement)
	The Capital Fund Program Annual Statement is provided below: (if selected, copy the CFP Annual Statement from the Table Library and insert here)
(2)	Optional 5-Year Action Plan
be compl	are encouraged to include a 5-Year Action Plan covering capital work items. This statement can eted by using the 5 Year Action Plan table provided in the table library at the end of the PHA Plan OR by completing and attaching a properly updated HUD-52834.
a. 🛛 Y	Yes No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund? (if no, skip to sub-component 7B)
]	s to question a, select one: The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment (2008 Capitol Fund Program Five Year Action Plan)
	The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5 Year Action Plan from the Table Library and insert here)
	OPE VI and Public Housing Development and Replacement ties (Non-Capital Fund)
HOPE V	ility of sub-component 7B: All PHAs administering public housing. Identify any approved I and/or public housing development or replacement activities not described in the Capital Fund Annual Statement.
⊠ Yes	No: a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary) b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)
	 Development name: Mirasol Homes Development (project) number: TX59URD006I95 Status of grant: (select the statement that best describes the current status) Revitalization Plan under development

	n Plan submitted, pending approval n Plan approved
	rsuant to an approved Revitalization Plan
status) Revitalization Revitalization Revitalization	
 Development name: Victor Development (project) num Status of grant: (select status) 	
Revitalization Revitalization Revitalization	Plan under development Plan submitted, pending approval Plan approved rsuant to an approved Revitalization Plan
After completing construction	on of Phase II-A in 2007, SAHA plans to ase II-B and Phase III-A of the Victoria
Yes No: c) Does the PHA plan to the Plan year?	apply for a HOPE VI Revitalization grant in
 If yes, list development name/s below: Sutton Homes (TX#'s 609-614) San Juan Homes (TX#'s 608) 	
the funding be available in the upcoming pl	tes for a HOPE VI Revitalization grant should an year. SAHA will evaluate the viability of submitting a competitive grant application.
	aging in any mixed-finance development ousing in the Plan year?
	: elopment plans to be drafted, consider the nixed-income capital structures to enable the

acquisition or development of new inventory.

agency to implement such plans on any of its public housing inventory, and/or

- SAHA's plans are to use Replacement Housing Factor Funds for the new construction and/or acquisition of replacement public housing units. To the greatest extent possible, these new properties will be a combination of mixed-income and mixed-finance projects.
- Victoria Courts (TX59P006003).
- San Juan Homes (TX59P006013)
- Sutton Homes (TX59P006009 & TX59P006014)
- Rosemont @ Highland Park (aka Clarke Pointe)
- Converse Ranch I
- Converse Ranch II
- Midcrown Senior Pavilion
- Artisan @ San Pedro Creek (Swift/Stockyard Site)
- Highview Apartments
- Costa Mirada
- University Park

SAHA will seek approval from all parties as any of the above actions may relate to the funding received in the Capital Fund Financing Program.

Yes No:	e) Will the PHA be conducting any other public housing development
	or replacement activities not discussed in the Capital Fund
	Program Annual Statement?
	If yes, list developments or activities below:

- Acquisition and/or new construction of up to 1,000 eligible replacement Public Housing units, and any additional replacement units that may be needed as a result of any demolition as proposed in the PHA Annual Plan or PHA Five Year Plan.
- Victoria Courts (TX59P006003).
- San Juan Homes (TX59P006013)
- Sutton Homes (TX59P006009 & TX59P006014)
- Rosemont @ Highland Park (aka Clarke Pointe)
- Converse Ranch I
- Converse Ranch II
- Midcrown Senior Pavilion
- Artisan @ San Pedro Creek (Swift/Stockyard Site)
- Highview Apartments
- University Park
- Pin Oak I Apartments
- Dietrich Rd. Apartments
- Bella Claire Apartments
- Encanta Villa Apartments
- Villa De Valencia Apartments
- La Providencia Apts.
- SAHA will explore an Acquisition Line of Credit, or other market based financial structures to create mixed-income developments and possibly to assist in

Replacement Housing Activities. SAHA's plans are to use Replacement Housing Factor Program funds for some of the public housing replacement units.

SAHA will seek approval from all parties as any of the above actions may relate to the funding received in the Capital Fund Financing Program.

8. Demolition and Disposition [24 CFR Part 903.7 9 (h)] Applicability of component 8: Section 8 only PHAs are not required to complete this section. 1. \times Yes \cap No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937) (42 U.S.C. 1437p)) in the plan Fiscal Year? (If "No", skip to component 9; if "yes", complete one activity description for each development.) 2. Activity Description | Yes | No: Has the PHA provided the activities description information in the optional Public Housing Asset Management Table? (If "yes", skip to component 9. If "No", complete the Activity Description table below.) **Demolition/Disposition Activity Description** 1a. Development name: Dispersed Housing 1b. Development (project) number: TX59P006037 (1 vacant lot) 4903 Waycross 2. Activity type: Demolition Disposition | SAHA is exploring the possibility of demolition and/or disposition. 3. Application status (select one) Approved Submitted, pending approval Planned application Demolition is complete. SAHA's plans are to sell the vacant lot.

4. Date application approved, submitted, or planned for submission: Planned for
Submission: To be Determined
5. Number of units affected: 1unit (Single Family Homes)
6. Coverage of action (select one)
Part of the development
☐ Total development
7. Timeline for activity:
a. Actual or projected start date of activity: Projected Start: To be Determined
b. Projected end date of activity: Projected End: To be Determined

Demolition/Disposition Activity Description
1a. Development name: Dispersed Housing
1b. Development (project) number: TX59P006061 (1 vacant lot) 7822 Glider
2. Activity type: Demolition
Disposition \(\sum_{\text{out}} \)
3. Application status (select one)
Approved
Submitted, pending approval Planned application
Planned application This is a hum unit SAHA is exploring the possibility of reconstruction or disposition of
This is a burn-unit. SAHA is exploring the possibility of reconstruction or disposition of the vacant parcel.
4. Date application approved, submitted, or planned for submission: Planned for
Submission: To be Determined
5. Number of units affected: 1unit (Single Family Home)
6. Coverage of action (select one)
Part of the development (One Scattered Site)
Total development
7. Timeline for activity:
a. Actual or projected start date of activity: Projected Start: To be
Determined
a. Projected end date of activity: Projected End: To be Determined
Demolition/Disposition Activity Description
1a. Development name: S. J. Sutton Homes
1b. Development (project) number: TX59P006009 (196 units) & TX59P006014 (46
units)
2. Activity type: Demolition
Disposition
3. Application status (select one)
Approved Submitted, pending approval Submitted, pending approval Submitted
Planned application
4. Date application approved, submitted, or planned for submission:
Planned for Submission: To be Determined
Decisions regarding demolition and/or disposition are contingent upon Federal assistance
or other yet to be determined, mixed finance capital structures, and development of an
acceptable relocation plan prior to obligating SAHA to a demolition/disposition plan.
Without the necessary funding assistance from HUD, SAHA may be forced to defer
activities
5. Number of units affected: 242 units
6. Coverage of action (select one)
Part of the development
Total development Demolition/Disposition could affect part or all of property
Demolition/Disposition could affect part or all of property

7. Timeline for activity:
a. Actual or projected start date of activity: Projected Start: To be determined
b. Projected end date of activity: Projected End: To be determined
Demolition/Disposition Activity Description
1a. Development name: San Juan Homes
1b. Development (project) number: TX613
2. Activity type: Demolition 🖂
Disposition 🖂
3. Application status (select one)
Approved
Submitted, pending approval $oxtimes$
Planned application
4. Date application approved, submitted, or planned for submission: Planned for
Submission: Disposition Application submitted to HUD on February 7, 2008.
Decisions regarding demolition and/or disposition are contingent upon Federal assistance
or other yet to be determined, mixed finance capital structures, and development of an
acceptable relocation plan prior to obligating SAHA to a demolition/disposition plan.
Without the necessary funding assistance from HUD, SAHA may be forced to defer
activities
5. Number of units affected: 154 units
6. Coverage of action (select one)
Part of the development
☐ Total development
Demolition/Disposition could affect part or all of property
7. Timeline for activity:

- a. Actual or projected start date of activity: **Projected Start:** SAHA submitted a Disposition Application to HUD on February 7, 2008.
- b. Projected end date of activity: SAHA anticipates HUD approval by April 7, 2008.
 - SAHA will seek approval from all parties as any of the above actions may relate to the funding received in the Capital Fund Financing Program.

1a. Development name: San Juan Homes
 1b. Development (project) number: TX608 2. Activity type: Demolition ∑
Disposition
3. Application status (select one)
Approved
Submitted, pending approval
Planned application 🔯
3. Date application approved, submitted, or planned for submission:
Submitted: Planned: To Be Determined
5. Number of units affected: 32 units
6. Coverage of action (select one)
Part of the development
7. Timeline for activity:
a. Actual or projected start date of activity: Projected Start: To Be Determined
b. Projected end date of activity: To Be Determined
Demolition/Disposition Activity Description
l 1a. Development name: Victoria Courts
1a. Development name: Victoria Courts 1b. Development (project) number: TX59P006003
1b. Development (project) number: TX59P006003
1b. Development (project) number: TX59P006003 2. Activity type: Demolition
1b. Development (project) number: TX59P006003 2. Activity type: Demolition Disposition
1b. Development (project) number: TX59P006003 2. Activity type: Demolition ☐
1b. Development (project) number: TX59P006003 2. Activity type: Demolition Disposition
1b. Development (project) number: TX59P006003 2. Activity type: Demolition ☐
1b. Development (project) number: TX59P006003 2. Activity type: Demolition ☐
1b. Development (project) number: TX59P006003 2. Activity type: Demolition ☐
1b. Development (project) number: TX59P006003 2. Activity type: Demolition □ Disposition ⊠ 3. Application status (select one) Approved ⊠ Phase I and Phase 2A have been approved Submitted, pending approval □ Planned application ⊠ 4. Date application approved, submitted, or planned for submission: Planned for Submission: 2008 SAHA will seek Disposition approval for the target phases of the property and will
1b. Development (project) number: TX59P006003 2. Activity type: Demolition ☐
1b. Development (project) number: TX59P006003 2. Activity type: Demolition □ Disposition ⊠ 3. Application status (select one) Approved ⊠ Phase I and Phase 2A have been approved Submitted, pending approval □ Planned application ⊠ 4. Date application approved, submitted, or planned for submission: Planned for Submission: 2008 SAHA will seek Disposition approval for the target phases of the property and will dispose of a portion(s) of the land in accordance with the approved Revitalization Plan. Disposition will be done in Phases.
1b. Development (project) number: TX59P006003 2. Activity type: Demolition ☐
1b. Development (project) number: TX59P006003 2. Activity type: Demolition ☐
1b. Development (project) number: TX59P006003 2. Activity type: Demolition □ Disposition ⊠ 3. Application status (select one) Approved ⊠ Phase I and Phase 2A have been approved Submitted, pending approval □ Planned application ⊠ 4. Date application approved, submitted, or planned for submission: Planned for Submission: 2008 SAHA will seek Disposition approval for the target phases of the property and will dispose of a portion(s) of the land in accordance with the approved Revitalization Plan. Disposition will be done in Phases. 5. Number of units affected: N/A 6. Coverage of action (select one) ☑ Part of the development
1b. Development (project) number: TX59P006003 2. Activity type: Demolition □ Disposition □ 3. Application status (select one) Approved □ Phase I and Phase 2A have been approved Submitted, pending approval □ Planned application □ 4. Date application approved, submitted, or planned for submission: Planned for Submission: 2008 SAHA will seek Disposition approval for the target phases of the property and will dispose of a portion(s) of the land in accordance with the approved Revitalization Plan. Disposition will be done in Phases. 5. Number of units affected: N/A 6. Coverage of action (select one) □ Part of the development □ Total development
1b. Development (project) number: TX59P006003 2. Activity type: Demolition ☐ Disposition ☑ 3. Application status (select one) Approved ☑ Phase I and Phase 2A have been approved Submitted, pending approval ☐ Planned application ☑ 4. Date application approved, submitted, or planned for submission: Planned for Submission: 2008 SAHA will seek Disposition approval for the target phases of the property and will dispose of a portion(s) of the land in accordance with the approved Revitalization Plan. Disposition will be done in Phases. 5. Number of units affected: N/A 6. Coverage of action (select one) ☐ Part of the development ☐ Total development 7. Timeline for activity:
1b. Development (project) number: TX59P006003 2. Activity type: Demolition □ Disposition ☑ 3. Application status (select one) Approved ☑ Phase I and Phase 2A have been approved Submitted, pending approval □ Planned application ☑ 4. Date application approved, submitted, or planned for submission: Planned for Submission: 2008 SAHA will seek Disposition approval for the target phases of the property and will dispose of a portion(s) of the land in accordance with the approved Revitalization Plan. Disposition will be done in Phases. 5. Number of units affected: N/A 6. Coverage of action (select one) ☑ Part of the development ☐ Total development 7. Timeline for activity: a. Actual or projected start date of activity: Projected Start: To be Determined
1b. Development (project) number: TX59P006003 2. Activity type: Demolition □ Disposition ⊠ 3. Application status (select one) Approved ☑ Phase I and Phase 2A have been approved Submitted, pending approval □ Planned application ☑ 4. Date application approved, submitted, or planned for submission: Planned for Submission: 2008 SAHA will seek Disposition approval for the target phases of the property and will dispose of a portion(s) of the land in accordance with the approved Revitalization Plan. Disposition will be done in Phases. 5. Number of units affected: N/A 6. Coverage of action (select one) ☑ Part of the development ☐ Total development ☐ Total development 7. Timeline for activity: a. Actual or projected start date of activity: Projected Start: To be Determined b. Projected end date of activity: Projected End: To be Determined
1b. Development (project) number: TX59P006003 2. Activity type: Demolition ☐
1b. Development (project) number: TX59P006003 2. Activity type: Demolition □ Disposition ⊠ 3. Application status (select one) Approved ☑ Phase I and Phase 2A have been approved Submitted, pending approval □ Planned application ☑ 4. Date application approved, submitted, or planned for submission: Planned for Submission: 2008 SAHA will seek Disposition approval for the target phases of the property and will dispose of a portion(s) of the land in accordance with the approved Revitalization Plan. Disposition will be done in Phases. 5. Number of units affected: N/A 6. Coverage of action (select one) ☑ Part of the development ☐ Total development ☐ Total development 7. Timeline for activity: a. Actual or projected start date of activity: Projected Start: To be Determined b. Projected end date of activity: Projected End: To be Determined

other Victoria Commons and neighborhood residents.

Demolition/Disposition Activity Description
1a. Development name: Mirasol Homes Redevelopment Area
1b. Development (project) number:
2. Activity type: Demolition Dimensition
Disposition
3. Application status (select one) Approved
Submitted, pending approval
Planned application 🔀
In the Blueridge Subdivision, constructed as part of the Mirasol HOPE VI, one of the
single family houses burned and was subsequently razed. SAHA will determine whether
to reconstruct this home or sell the lot.
4. Date application approved, submitted, or planned for submission: Planned: To be
determined
5. Number of units affected: 1 unit
6. Coverage of action (select one)
Part of the development
Total development
7. Timeline for activity:
a. Actual or projected start date of activity: Projected Start: To be determined
b. Projected end date of activity: Projected End: To be determined
Domolition/Disposition Activity Description
Demontion/Disposition Activity Description
Demolition/Disposition Activity Description 1a. Development name: Swift/Stockyard Site
1a. Development name: Swift/Stockyard Site
1a. Development name: Swift/Stockyard Site 1b. Development (project) number: TX59P006012
1a. Development name: Swift/Stockyard Site 1b. Development (project) number: TX59P006012 2. Activity type: Demolition
1a. Development name: Swift/Stockyard Site 1b. Development (project) number: TX59P006012 2. Activity type: Demolition □ Disposition ⊠ 3. Application status (select one) Approved □
1a. Development name: Swift/Stockyard Site 1b. Development (project) number: TX59P006012 2. Activity type: Demolition □ Disposition ⊠ 3. Application status (select one) Approved □ Submitted, pending approval ⊠
1a. Development name: Swift/Stockyard Site 1b. Development (project) number: TX59P006012 2. Activity type: Demolition □ Disposition ⊠ 3. Application status (select one) Approved □
1a. Development name: Swift/Stockyard Site 1b. Development (project) number: TX59P006012 2. Activity type: Demolition □ Disposition ⊠ 3. Application status (select one) Approved □ Submitted, pending approval ⊠ Planned application □
1a. Development name: Swift/Stockyard Site 1b. Development (project) number: TX59P006012 2. Activity type: Demolition □ Disposition ⋈ 3. Application status (select one) Approved □ Submitted, pending approval ⋈ Planned application □ 4. Date application approved, submitted, or planned for submission:
1a. Development name: Swift/Stockyard Site 1b. Development (project) number: TX59P006012 2. Activity type: Demolition □ Disposition ⊠ 3. Application status (select one) Approved □ Submitted, pending approval ⊠ Planned application □ 4. Date application approved, submitted, or planned for submission: Submitted: October 3, 2007.
1a. Development name: Swift/Stockyard Site 1b. Development (project) number: TX59P006012 2. Activity type: Demolition □ Disposition □ 3. Application status (select one) Approved □ Submitted, pending approval □ Planned application □ 4. Date application approved, submitted, or planned for submission: Submitted: October 3, 2007. 5. Number of units affected: No Units Affected. Sale of approx. 10.68 acres of vacant
1a. Development name: Swift/Stockyard Site 1b. Development (project) number: TX59P006012 2. Activity type: Demolition □ Disposition ☒ 3. Application status (select one) Approved □ Submitted, pending approval ☒ Planned application □ 4. Date application approved, submitted, or planned for submission: Submitted: October 3, 2007. 5. Number of units affected: No Units Affected. Sale of approx. 10.68 acres of vacant land.
1a. Development name: Swift/Stockyard Site 1b. Development (project) number: TX59P006012 2. Activity type: Demolition □ Disposition □ 3. Application status (select one) Approved □ Submitted, pending approval □ Planned application □ 4. Date application approved, submitted, or planned for submission: Submitted: October 3, 2007. 5. Number of units affected: No Units Affected. Sale of approx. 10.68 acres of vacant
1a. Development name: Swift/Stockyard Site 1b. Development (project) number: TX59P006012 2. Activity type: Demolition □ Disposition ⊠ 3. Application status (select one) Approved □ Submitted, pending approval ⊠ Planned application □ 4. Date application approved, submitted, or planned for submission: Submitted: October 3, 2007. 5. Number of units affected: No Units Affected. Sale of approx. 10.68 acres of vacant land. 6. Coverage of action (select one)
1a. Development name: Swift/Stockyard Site 1b. Development (project) number: TX59P006012 2. Activity type: Demolition □ Disposition □ 3. Application status (select one) Approved □ Submitted, pending approval □ Planned application □ 4. Date application approved, submitted, or planned for submission: Submitted: October 3, 2007. 5. Number of units affected: No Units Affected. Sale of approx. 10.68 acres of vacant land. 6. Coverage of action (select one) □ Part of the development
1a. Development name: Swift/Stockyard Site 1b. Development (project) number: TX59P006012 2. Activity type: Demolition □ Disposition ⋈ 3. Application status (select one) Approved □ Submitted, pending approval ⋈ Planned application □ 4. Date application approved, submitted, or planned for submission: Submitted: October 3, 2007. 5. Number of units affected: No Units Affected. Sale of approx. 10.68 acres of vacant land. 6. Coverage of action (select one) ☑ Part of the development □ Total development

9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with **Disabilities** [24 CFR Part 903.7 9 (i)] Exemptions from Component 9; Section 8 only PHAs are not required to complete this section. 1. Yes No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If "No", skip to component 10. If "yes", complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.) 2. Activity Description Yes No: Has the PHA provided all required activity description information for this component in the optional Public Housing Asset Management Table? If "yes", skip to component 10. If "No", complete the Activity Description table below. **Designation of Public Housing Activity Description** 1a. Development name: 1b. Development (project) number: 2. Designation type: Occupancy by only the elderly Occupancy by families with disabilities Occupancy by only elderly families and families with disabilities 3. Application status (select one) Approved; included in the PHA's Designation Plan Submitted, pending approval Planned application 4. Date this designation approved, submitted, or planned for submission: 5. If approved, will this designation constitute a (select one) New Designation Plan Revision of a previously-approved Designation Plan? 6. Number of units affected: 7. Coverage of action (select one) Part of the development

10. Conversion of Public Housing to Tenant-Based Assistance

Total development

	easonable Revitalization Pursuant to section 202 of the HUD Appropriations Act				
1. Yes No: Have any of the PHA's developments or portions of development been identified by HUD or the PHA as covered under section 202 of the HUD FY 1996 HUD Appropriations Act? (If "No", skip to component 11; if "yes", complete one activity description for each identified development, unless eligible to complete a streamlined submission. PHAs completing streamlined submissions may skip component 11.)					
2. Activity Description	on				
Yes No:	Has the PHA provided all required activity description information for this component in the optional Public Housing Asset Management Table? If "yes", skip to component 11. If "No", complete the Activity Description table below.				
Conv	version of Public Housing Activity Description				
1a. Development nam	e:				
1b. Development (pro					
	f the required assessment?				
	nt underway				
=	nt results submitted to HUD				
	nt results approved by HUD (if marked, proceed to next				
question) Other (exp	plain below)				
3. Yes No: Is block 5.)	a Conversion Plan required? (If yes, go to block 4; if no, go to				
4. Status of Conversion	on Plan (select the statement that best describes the current				
status)					
	n Plan in development				
	n Plan submitted to HUD on: (DD/MM/YYYY)				
	n Plan approved by HUD on: (DD/MM/YYYY)				
Activities	pursuant to HUD-approved Conversion Plan underway				
5. Description of how than conversion (selection)	requirements of Section 202 are being satisfied by means other et one)				
Units addr	ressed in a pending or approved demolition application (date				
اللم مناسلا	submitted or approved:				
□ ∪mis addi	ressed in a pending or approved HOPE VI demolition application (date submitted or approved:				
Units addr	ressed in a pending or approved HOPE VI Revitalization Plan				
	(date submitted or approved:)				
☐ Requireme	ents no longer applicable: vacancy rates are less than 10 percent				
	ents no longer applicable: site now has less than 300 units				

Other: (describe below)						
B. Reserved for Conversions pursuant to Section 22 of the U.S. Housing Act of 1937						
C. Reserved for Conversions pursuant to Section 33 of the U.S. Housing Act of 1937						
11. Homeownershi [24 CFR Part 903.7 9 (k)]	ip Programs Administered by the PHA					
A. Public Housing Exemptions from Component	nt 11A: Section 8 only PHAs are not required to complete 11A.					
a h H p s H c e s F	Does the PHA administer any homeownership programs dministered by the PHA under an approved section 5(h) someownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under ection 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If "No", skip to component 11B; if "yes", complete one activity description for each applicable program/plan, unless eligible to complete a treamlined submission due to small PHA or high performing PHA status. PHAs completing streamlined submissions may skip to component 11B.)					
f N	Has the PHA provided all required activity description information for this component in the optional Public Housing Asset Management Table? (If "yes", skip to component 12. If "No", complete the Activity Description table below.)					
	Housing Homeownership Activity Description					
1a. Development name:	omplete one for each development affected) Mirasol Homes					
	ect) number: TX59URD006I195					
2. Federal Program Aut HOPE I S(h) Turnkey III Section 32 of	hority: of the USHA of 1937 (effective 10/1/99)					
	ncluded in the PHA's Homeownership Plan/Program pending approval					

Date Homeownership Plan/Program approved, submitted, or planned for submission:
Subinission.
<u>5(H) – </u>
Original Approval: March 25, 2002
Section 32 Program -
Original Approval: Dec. 2, 2004
Revised Plan No. 1 Approval: August 3, 2007 Revised Plan No. 2 Approval: January 31, 2008
5. Number of units affected: All Subdivisions – 49 Homes; Unsold (02-25-08)
6. Coverage of action: (select one)
Part of the development
Total development
Public Housing Homeownership Activity Description
(Complete one for each development affected)
1a. Development name: Spring View
1b. Development (project) number: TX59URD006I194
2. Federal Program Authority: HOPE I
□ 1101 £ 1 □ 5(h)
Turnkey III
Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one)
Approved; included in the PHA's Homeownership Plan/Program
Submitted, pending approval
Planned application 2 Data Homogymership Plan/Program approved submitted or planned for
2. Date Homeownership Plan/Program approved, submitted, or planned for
5(H) -
Approved: March 25, 2002
Section 32 Program -
Original Approval: Dec. 2, 2004
Revised Plan No. 1 Approval: August 3, 2007
Revised Plan No. 2 Approval: January 31, 2008
5. Number of units affected: 17 Off-Site Homes; Unsold & 16 Target-Site Homes; Unsold (02-25-08)
6. Coverage of action: (select one)
Part of the development
Total development
B. Section 8 Tenant Based Assistance
1. X Yes No: Does the PHA plan to administer a Section 8 Homeownership
1. Yes No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as

implemented by 24 CFR part 982? (If "No", skip to component 12; if "yes", describe each program using the table below (copy and complete questions for each program identified), unless the PHA is eligible to complete a streamlined submission due to high performer status. **High performing PHAs** may skip to component 12.)

2. Program Description:

a. Size of Progr ⊠ Yes □ No	
number ∈ ☐ 2 ☑ 2 ☐ 5	swer to the question above was yes, which statement best describes the of participants? (select one) 25 or fewer participants 26 - 50 participants 31 to 100 participants 32 nore than 100 participants
	shed eligibility criteria : Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria? If yes, list criteria below:

For disabled and elderly families, there will be no additional minimum income requirement. The requirements of 982.627(c)(3) will be applicable.

Families will be considered "continuously employed" if the break in employment does not exceed four months.

The PHA will count self-employment in a business when determining whether the family meets the employment requirement.

The PHA will impose additional eligibility requirements. To be eligible to participate in the homeownership option, families must meet the following criteria:

The family is not within the initial one-year period of a HAP Contract.

The family does not owe money to the PHA.

The family has not committed any serious or repeated violations of a PHA-assisted lease within the past year.

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (1)]

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

A. PHA Coordinati	on with the Welfare (TANF) Agency
Age cont If ye	ements: s the PHA has entered into a cooperative agreement with the TANF ncy, to share information and/or target supportive services (as emplated by section 12(d)(7) of the Housing Act of 1937)? es, what was the date that agreement was signed? September 3, 2004
 ☐ Client referra ☐ Information s otherwise) ☐ Coordinate the programs to e ☐ Jointly admin ☐ Partner to admin 	haring regarding mutual clients (for rent determinations and e provision of specific social and self-sufficiency services and ligible families ister programs ninister a HUD Welfare-to-Work voucher program tration of other demonstration program
B. Services and pro	ograms offered to residents and participants
Which, if a enhance th following a Public Public Prefer Prefer progra Prefer partici	ciency Policies any of the following discretionary policies will the PHA employ to e economic and social self-sufficiency of assisted families in the areas? (Select all that apply) c housing rent determination policies c housing admissions policies ence in admissions policies ence in admission to section 8 for certain public housing families ences for families working or engaging in training or education ences for non-housing programs operated or coordinated by the PHA ence/eligibility for public housing homeownership option inpation ence/eligibility for section 8 homeownership option participation policies (list below)
b. Economic	and Social self-sufficiency programs No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If "yes", complete the following table; if "no" skip

Program Name (Including Location, if appropriate)	Description of Services	Estimated Size (# of SAHA Residents Served Annually)	Allocation Method (Waiting list/random selection/ specific criteria/ other	Access (development office/ PHA main office/ other provider name)	Eligibility (public housing or section 8 participants or both)
SAHA – Public Housing Family Self Sufficiency (FSS) Program	Case Management services to promote education and employment; escrow accounts	250	Voluntary	On site @ PHA Developments	Public Housing
SAHA-MTW Demonstrtion	HUD Initiative to allow HA's ability to adopt policies that increase self- sufficiency	285	Mandatory at three sites Mission, Wheatley, Lincoln Courts	On site at 3 participating developments	Public Housing
SAHA – HOPE VI – Community and Supportive Services (CSS)	Case Management services to promote education and employment; relocation assistance for former residents of Victoria Courts, Mirasol and Spring View	630	Voluntary	Various PHA sites	Former Victoria Courts residents who are in both public housing and section 8
SAHA – Public Housing Elderly Service Coordinators	Case Management services to provide elderly residents with assessments and referrals; nutrition programs.	2,000	Voluntary	On site @ PHA developments	Public Housing
AVANCE	Parenting and Education Services	1,500	Walk-ins	On site @ PHA developments	Both
Parent Child, Inc. (PCI)	Free Childcare for children in pre- school and below. Based on income eligibility	1,400	Income Eligibility & Waiting List	On site @ PHA developments	Both
Victory Outreach	Substance Abuse Counseling	500	Walk-ins	On site @ PHA developments	Both
Ella Austin Community Center	Education and emergency help for low income families	500	Walk-ins	Locations within 3 – 5 mile radius	Both
City of San Antonio - Child-Care Delivery Svcs.	Free Childcare for families who meet income eligibility.	1,000	Income Eligibility & Waiting List	Locations within 3 – 5 mile radius	Both

Job Corp- Education & Training	Education and job training services	175	Referrals & Application	Locations within 3 – 5 mile radius	Both
Project Quest, Inc.	Education and job training services	200	Referrals & Application	Locations within 3 – 5 mile radius	Both
Southwest School of Business & Technical Careers	Education and job training services	300	Referrals & Application	Locations within 3 – 5 mile radius	Both
George Gervin Youth Center	Education and Youthbuild program	100	Referrals & Application	Locations within 3 – 5 mile radius	Both
San Antonio College Women's Center	Education and Supportive Services	75	Referrals & Application	Locations within 3 – 5 mile radius	Both
Catholic Charities		500	Walk-ins	Locations within 3 – 5 mile radius	Both
Barrio Comprehensive Family Health	Public Housing Health Program for medical and dental services	500	Walk-ins	On site @ PHA developments	Both
Margarita R. Huantes Learning & Leadership Development Center	GED, Counseling and supportive services	150	Walk-ins	Locations within 3 – 5 mile radius	Both
SA Independent Living Services	Handicapped & Disabled job placement and training services	50	Referrals & Application	Locations within 3 – 5 mile radius	Both
Alamo Area Agency on Aging	Plans, coordinates and funds nutritional & supportive services for seniors	400	Referrals & Application	Locations within 3 – 5 mile radius	Both
San Antonio Metropolitan Health Centers	Medical and Dental services at various clinics	1,700	Walk-ins	On site @ PHA developments	Both
Center for Health Services	Mental Health and Substance Abuse services and case management	500	Referrals & Application	Locations within 3 – 5 mile radius	Both
San Antonio Fighting Back	Crime Prevention and youth services	250	Referrals & Application	Locations within 3 – 5 mile radius	Public Housing
City of San Antonio – Neighborhood Action	Homebuyer Assistance	50	Referrals & Application	Locations within 3 – 5 mile radius	Both

Christian Senior Services/Meals on Wheels	Daycare/seniors, companion program and provides meals at home	500	Referrals & Application	Locations within 3 – 5 mile radius	Both
Trinity Baptist Church Ruble Center	Utility, furniture and food assistance	100	Referrals & Application	Locations within 3 – 5 mile radius	Both
Texas Work Source Commission	Employment and job training services	500	Walk-ins	Locations within 3 – 5 mile radius	Both
Goodwill	Homeless & employment services and furniture & clothing assistance	250	Referrals & Application	Locations within 3 – 5 mile radius	Both
Good Samaritan Center	Education and Supportive Services	100	Walk-ins	On site @ PHA developments	Both
Positive Beginnings, Inc.	Childcare and Job training/employmen t services	100	Income Eligibility & Waiting List	On site @ PHA developments	Both
YMCA – Camp Flaming Arrow	Camping services for public housing youth ages 6 – 14	75	Referrals & Application	Site outside of 5 miles but transportation is provided	Both
Consumer Credit Counseling	Financial, budget and credit counseling	100	Referrals & Application	Locations within 3 – 5 mile radius	Both
Presa Community center	Counseling, Food assistance and Senior Adult Center and transportation	250	Referrals & Application	Locations within 3 – 5 mile radius	Both
Urban Connection	Rental, Utility and Employment Assistance	100	Walk-ins	On site @ PHA developments	Both

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of	Actual Number of
	Participants	Participants
	(As of: 12/31/2007)	(As of: 12/31/2007)

Public Housing	250	262		
Section 8	431	371		
b. Yes No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size? If no, list steps the PHA will take below: The HCV Program continues to aggressively recruit FSS participants the efforts include: Recruiting in the Section 8 Lobby Distributing fliers Direct mailings Educating existing staff on the benefit of the program to encourage referrals				
C. Welfare Benefit Reductions				
 The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply) Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies Informing residents of new policy on admission and reexamination Actively notifying residents of new policy at times in addition to admission and reexamination. Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services Establishing a protocol for exchange of information with all appropriate TANF agencies 				
Other: (list below)				

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

Pursuant to the U. S. Housing Act of 1937, Section 12 (c), the community service requirement was implements by SAHA on October 1, 2003.

Description of the San Antonio Housing Authority's Implementation Process of Community Service Requirement:

Notice of the implementation of the Community Service Requirement was included in the San Antonio Housing Authority's resident newsletter, as well as a flyer describing the requirement was also delivered to residents during July 2003. Staff were instructed to meet with all current resident families to explain the program, give them copies of the Community Service Policy, Community Service Exemption form, Community Service Compliance Certification form, as well as the Community Service Time Sheet. The requirement was implemented effective October 1, 2003 for all new move-ins, and current residents were informed they needed to provide proof of community service beginning with their next re-certification.

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

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

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

	• •
	scribe the need for measures to ensure the safety of public housing residents (select that apply)
	High incidence of violent and/or drug-related crime in some or all of the PHA's developments
•	Criminal activity reports obtained from the San Antonio Police Department (SAPD) under the Uniform Crime Report (UCR) indicate a high level of criminal activity in and/or around SAHA's Public Housing communities.
	High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
	 Criminal activity reports obtained from the San Antonio Police Department (SAPD) under the Uniform Crime Report (UCR) indicate a high level of criminal activity in and around SAHA's Public Housing communities.
\boxtimes	Residents fearful for their safety and/or the safety of their children
	Observed lower-level crime, vandalism and/or graffiti
\boxtimes	People on waiting list unwilling to move into one or more developments due to
	perceived and/or actual levels of violent and/or drug-related crime Other (describe below)
	nat information or data did the PHA used to determine the need for PHA actions to prove safety of residents (select all that apply).
	Safety and security survey of residents
$\overline{\boxtimes}$	Analysis of crime statistics over time for crimes committed "in and around"
	public housing authority
	Analysis of cost trends over time for repair of vandalism and removal of graffiti
	Resident reports
	PHA employee reports Police reports
$\angle V$	TOTICE TEPOTIS

 Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs Other (describe below) 			
3. Which developments are most affected Name of Development Alazan-Apache Courts Wheatley Courts Lincoln Heights Courts Cassiano Homes S. J. Sutton Homes Highview Apartments San Juan Homes	d? (List below) Address 1011 S. Brazos 906 N. Mittman 1315 N. Elmendorf 2919 S. Laredo 909 Runnels 1351 Rigsby 300 Gante Walk		
B. Crime and Drug Prevention activit undertake in the next PHA fiscal year	ies the PHA has undertaken or plans to		
 List the crime prevention activities the PHA has undertaken or plans to undertake: (select all that apply) Contracting with outside and/or resident organizations for the provision of crime-and/or drug-prevention activities Crime Prevention Through Environmental Design			
2. Which developments are most affecte	d? (List below)		
Name of Development Alazan-Apache Courts Wheatley Courts Lincoln Heights Courts Cassiano Homes S. J. Sutton Homes Highview Apartments San Juan Homes	Address 1011 S. Brazos 906 N. Mittman 1315 N- Elmendorf 2919 S. Laredo 909 Runnels 1351 Rigsby 300 Gante Walk		
C. Coordination between PHA and th	e police		
1. Describe the coordination between the carrying out crime prevention measures a	e PHA and the appropriate police precincts for and activities: (select all that apply)		
of drug-elimination plan	ent, implementation, and/or ongoing evaluation sing authority staff for analysis and action		

 ✓ Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence) ✓ Police regularly testify in and otherwise support eviction cases ✓ Police regularly meet with the PHA management and residents ✓ Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services ✓ Other activities (list below) 		
2. Which developments are most affected	ed? (list below)	
Name of Development Alazan-Apache Courts Wheatley Courts Lincoln Heights Courts Cassiano Homes S. J. Sutton Homes Highview Apartments San Juan Homes	Address 1011 S. Brazos 906 N. Mittman 1315 N- Elmendorf 2919 S. Laredo 909 Runnels 1351 Rigsby 300 Gante Walk	
 D. Additional information as required by PHDEP/PHDEP Plan PHAs eligible for FY 2005 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds. ☐ Yes ☐ No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan? ☐ Yes ☐ No: Has the PHA included the PHDEP Plan for FY 2005 in this PHA Plan? ☐ Yes ☐ No: This PHDEP Plan is an Attachment. (Attachment Filename:) 		
14. RESERVED FOR PET POLICY		
[24 CFR Part 903.7 9 (n)]		
PET OWNERSHIP POLICY SUMMARY		

Each public housing unit can house a maximum of one (1) cat OR one (1) dog (not both, and cannot exceed 25 pounds, or 12 inches tall). Registration and deposit are required. If a cat or dog is not registered to a unit, either a, b or c below will be allowed: fish (aquarium not to exceed 10 gallons); OR a maximum of two (2) birds (caged); OR a

maximum of two (2) rodents (caged, limited to guinea pigs, hamsters or gerbils) that are traditionally kept in the home for pleasure rather than for commercial purposes. Registration is required; however, a deposit is NOT required. This Policy does not apply to animals used by persons with disabilities. The resident must certify the person has a disability, and that the animal is trained to assist the disability. Chows, pit bulls, German police dogs or any other known fighter breed will NOT be allowed on the premises.

The pet must be registered with SAHA, a photo of the animal, and a \$200 pet deposit will be made to SAHA to cover any damages. The pet must receive a yearly inoculation certificate, from a licensed veterinarian, and wear a tag with pertinent information on the animal. This information will be updated annually. "Pet Agreement and Registration" must be signed by tenant, which stipulates rules to comply by for: pet violation procedures, violation meeting, and if violation occurs, a notice of pet removal. If the pet is not removed, an initiation procedure to terminate the pet owner's residency will commence. If pet owner is unable to care for the pet, SAHA will contact the party in the contract designated to care for the animal. If the pet poses a nuisance or threat to health or safety, the animal will be removed.

Pet owners will be responsible and liable for any and all bodily harm caused to other residents or individuals, and destruction of any personal property belonging to others caused by their pet. All pet rules apply to resident and/or resident's guests.

15. Civil Rights Certifications [24 CFR Part 903.7 9 (o)]

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

16. Fiscal Audit [24 CFR Part 903.7 9 (p)]
1. Yes No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U S.C. 1437c(h))? (If no, skip to component 17.)
2. X Yes No: Was the most recent fiscal audit submitted to HUD?
3. Yes No: Were there any findings as the result of that audit?
4. Yes No: If there were any findings, do any remain unresolved?
If yes, how many unresolved findings remain?
5. Yes No: Have responses to any unresolved findings been submitted to HUD? If not, when are they due (state below)?
17. PHA Asset Management [24 CFR Part 903.7 9 (q)]
Exemptions from component 17: Section 8 Only PHAs are not required to complete this component. High performing and small PHAs are not required to complete this component.
1. Yes No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock, including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have not been addressed elsewhere in this PHA Plan?
 SAHA's Property Management and Real Estate Services Divisions will actively be evaluating all aspects of property operations and will implement strategic planning processes for every aspect of the PHA inventory. The resulting analysis of operations, replacement reserve funding mechanisms, project acquisition and development finance structures from the private and public sectors will expand the PHA's ability to provide viable solutions to the challenges facing public and affordable housing portfolios.
2. What types of asset management activities will the PHA undertake? (select all that apply)
Not applicable
Private management
Development-based accounting
Comprehensive stock assessment
Other: (list below)
• SAHA will expand its staff capabilities with additional training and resources to

infuse the organization with additional knowledge and best practices.

3. Yes No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table? SAHA will use mixed financing for the HOPE VI and Replacement Housing Factor Program for both development and acquisition opportunities. This will include, but not be limited to, tax credits and tax-exempt bond financing for mixed income development and some public housing units. SAHA utilizes financial models in making acquisitions and developing new communities. SAHA adopted modifications to its standard public housing admissions and occupancy policies and procedures. 18. Other Information [24 CFR Part 903.7 9 (r)] A. Resident Advisory Board Recommendations 1. Yes No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Boards? RAB meeting held on March 4, 2008 2. If yes, the comments are: (if comments were received, the PHA MUST select one) Attached at attachment Provided below: 3. In what manner did the PHA address those comments? (Select all that apply) Considered comments, but determined that no changes to the PHA Plan were necessary. The PHA changed portions of the PHA Plan in response to comments. List changes below: \boxtimes Other: (list below) The Presidents of the Resident Councils serve as the Council of President's Advisory Board, in compliance with 24 CFR 964. The Housing Authority has designated the Council of Presidents as the Resident Advisory Board, in compliance with this section. Currently have sixteen (16) active resident councils.

HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO COMMISSIONERS

Name	District	Appointed Date	Date Expires
Mr. RAMIRO CAVAZOS	Mayoral	01/04/2008	08/26/2009
Ms. REBECCA GALVAN	Mayoral	01/04/2008	08/26/2009
Mr. RICHARD GAMBITTA	Mayoral	01/04/2008	08/26/2009
Mr. NOAH GARCIA	Mayoral	03/01/2008	08/26/2009
Ms YOLANDA HOTMAN	Mayoral	06/07/2005	08/26/2009
Ms STELLA BURCIAGA MOLINA	Mayoral	06/07/2005	08/26/2009
Ms. LISA MICHELLE TATUM	Mayoral	01/04/2008	08/26/2009

• Membership in the Resident Advisory Boards as of December 2007:

PROPERTY	OFFICE	NAME
Cassiano Homes	President	Rosemary Martinez
Cisneros	President	Dominqua Gonzalez
Frank Hornsby	President	Evelyn Hubbard
H.G. Gonzales	President	Carol Carter
Jewett Circle	President	Carlos Cervantes
Kenwood North	President	Dora Sepluveda
Le Chalet	President	Platoria Randle
Marie McGuire	President	Frank Collins
OP Schnabel	President	Irma F. Burkhardt
Pecan Hill	President	Olivia Chavez
Spring View	President	Marvin Lampkins
Sun Park	President	Arthur Mae Brown
Victoria Plaza	President	Fred Gandara
Villa Hermosa	President	Mary Ann Villegas
Villa Tranchese	President	Valentine Tristan
Westway Apts.	President	Lanora Burton

B. Description of Election process for Residents on the PHA Board

1. ☐ Yes ⊠ No:	Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)
2. ☐ Yes ⊠ No:	Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to subcomponent C.)

3. Description of Resident Election Process	
 a. Nomination of candidates for place on the ballot: (select all that ap Candidates were nominated by resident and assisted family of Candidates could be nominated by any adult recipient of PHA Self-nomination: Candidates registered with the PHA and reballot Other: (describe) 	rganizations A assistance
 b. Eligible candidates: (select one) Any recipient of PHA assistance Any head of household receiving PHA assistance Any adult recipient of PHA assistance Any adult member of a resident or assisted family organization Other (list) 	on
 c. Eligible voters: (select all that apply) All adult recipients of PHA assistance (public housing and se assistance) Representatives of all PHA resident and assisted family organ Other (list) 	
C. Statement of Consistency with the Consolidated Plan For each applicable Consolidated Plan, make the following statement (copy questi necessary).	ons as many times as
1. Consolidated Plan jurisdiction: (provide name here)	
2. The PHA has taken the following steps to ensure consistency of the Consolidated Plan for the jurisdiction: (select all that apply)	nis PHA Plan with
 ☑ The PHA has based its statement of needs of families in the junceds expressed in the Consolidated Plan/s. ☑ The PHA has participated in any consultation process orgate the Consolidated Plan agency in the development of the Consolidated Plan development of this PHA Plan. ☑ Activities to be undertaken by the PHA in the coming year at initiatives contained in the Consolidated Plan. (list below) • Seek resident employment opportunities through training, sk readiness, job placement, follow-up and related support through partnership development and resource leveraging. • Increase new construction opportunities • Increase improved affordable housing stock • Continue to support Fair Housing compliance through expressions. 	nized and offered by solidated Plan. agency during the re consistent with the ills development, job ive services support
 Activities to be undertaken by the PHA in the coming year at initiatives contained in the Consolidated Plan. (list below) Seek resident employment opportunities through training, sk readiness, job placement, follow-up and related supportion through partnership development and resource leveraging. Increase new construction opportunities Increase improved affordable housing stock 	ills development, job ive services support

- Continue community involvement with state, local, non-profit entities, neighborhood agencies, educational institutions, and business groups to meet the housing needs of local low- and moderate-income families.
- Pursue grant funded opportunities as related to "need", including tax credit incentives, etc.
- Support through compliance and/or partnership projects related to the City of San Antonio's Departments of, Building Inspections; Code Compliance; Community Initiatives; Economic Development; SA Metropolitan Health District; Neighborhood Action Department; Parks and Recreation; Planning; Public Works and the Department of Housing and Community Development.
- Expansion of economic opportunities including job retention and stabilization for low-income persons. Such efforts will include but not limited to the availability of mortgage financing for low-income persons at reasonable rates using non-discriminatory lending practices, access to capital and credit development activities which promote the long-term economic and social viability of the community and empowerment and self-sufficiency for low-income persons to reduce generational poverty in federally assisted housing and public housing programs.
- Pursue HUD HOPE VI funding
- Pursue assistance for families "in eminent danger" of separation or homelessness due to special needs and circumstances.

- 4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)
 - Economic Development along major commercial corridors
 - Joint Planning and Implementation through the City

D. Other Information Required by HUD

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

Pursuant to the Agency Plan Rule requirement in 24CFR 903.7 that agency plans contain a locally derived definition of "substantial deviation" and "significant amendment or Modification." The San Antonio Housing Authority's locally derived definition is as follows:

"Any single action that affects greater than 1% of a program's participants, or any cumulative actions over a plan year that affects greater than 5% of a program's participants, will be considered a substantial deviation or significant amendment or modification."

Agency Plan Meeting

Resident Advisory Board

March 4, 2008 10:00 am Spring View Convent

Twenty four (24) residents were present representing twelve (12) developments. Alicia Walter, Program Manager introduced herself and stated the purpose of the meeting. The meeting was translated into Spanish and Agendas were handed out.

Ethel Turner, Admissions Manager for the Property Management Division was introduced. Ms. Turner went over the highlights and changes of the 2008 Agency Plan.

Draft copies of the plan were given to each Resident Council present to allow them to be able to take the draft plan back to review and discuss with their entire organizations. They were informed that all comments in regards to the plan should be submitted in writing to Ms. Turner by March 24, 2008, to allow their comments to be incorporated in the plan. Additionally, comments could be given at the upcoming Public Hearing on April 24, 2008.

Ms. Turner went over the Plans Goals for the upcoming fiscal year 2008, (July 1, 2008 – June 30, 2009); which is the time period for all scheduled actions.

The first part of the Plan talks about the Plan itself and identifies the Housing Authority and the Fiscal year it will begin, and how information in the plan is made available to the public. The Plan then addresses the Five Year Goals of SAHA:

Increase the availability of decent, safe and affordable housing

- 1. Expand the supply of assisted housing: Some of the ways are by applying for additional rental vouchers (resident comment that move-in deposit for Section 8, was too high), public housing vacancies and acquire or build units or developments.
- 2. Improve the quality of assisted housing: Some of the ways are by increasing customer satisfaction and to increase the number and choices of mixed finance properties available, and by the renovating or modernizing public housing units and demolish or dispose of obsolete public housing. Examples are Mirasol Homes, Spring View Apts. and Victoria Courts, which is now Refugio.
- 3. Increase assisted housing choices: Primarily for Section 8 program, and again through partnering with different developers to build new and better housing choices like Refugio, Alhambra, and San Juan Square.

Second HUD strategic goal is: Improve community quality of life and economic vitality. SAHA stated its goal was to provide improved living environments. Stopped at this point to take several resident comments on how SAHA can enhance security, which are listed below:

1. Have more security officers at each property;

- 2. Have police officers respond to calls made to 911. Takes too long, or sometimes they don't respond at all.
- 3. Police officers when they come don't do anything, or have bad attitudes, say they are not enough officers available, and SAHA security should take care of the problems.

Concerns and questions voiced during the meeting were mainly pertaining to Security issues. Many senior citizens are concerned with guests that the younger residents have, and the differences in lifestyles of the elderly versus the disabled residents at the senior properties. Some of the seniors feel that the disabled residents have to many visitors, and the unknown people on the properties make them feel unsafe, due to on-going traffic at nights, and the weekends after the Offices close.

Suggestions made are to call SAPD or to try to find volunteers to participate in the Cellular on Patrol Program. Ms. Walter's staff is going to work with interested groups, as needed to get the information on the Program.

Third HUD strategic goal is: Promote self-sufficiency and asset development of families and individuals. SAHA stated its goal was to promote self-sufficiency and asset development of assisted households. One method to accomplish this was to provide and/or attract supportive services to improve resident's employability. It was stated that SAHA partners with numerous agencies, schools, businesses and other organizations to provide various types of services to residents.

Reviewed needs and strategies of the City's Consolidated Plan. The City Plan shows that there is a shortage of affordable housing for all eligible populations around the City of San Antonio. SAHA plans on maximizing the number of affordable units available and increasing that number. It was stated that SAHA continuously searches for ways to increase affordable housing for citizens of San Antonio by partnering with developers and/or joint ventures throughout the City of San Antonio.

The next thing discussed was SAHA's statement of Financial resources—that will be available over the next twelve months.

The next section of the plan talks about the Section 8 program, its waiting list, and eligibility, operations and management, the number of families on the waiting list, and the number of families we anticipate to assist over the upcoming year.

Calvin Deese from the Real Estate Services Division was introduced and he discussed Capital Improvements. – his responsibility is planning, capital improvements, and physical improvements at all of our public housing properties. The Capital improvement plan is essentially about site improvements on a large scale, and has nothing to do with a routine maintenance issues. Mr. Deese informed the group that new grants were applied for San Juan and Sutton Homes. The grants are for neighborhood revitalization, within a four-mile radius of each property. SAHA will be using mixed financing; which will include, but not limited to tax credits, tax exempt bond financing and conventional financing for the Revitalization of and continued work at Victoria Commons. SAHA will begin construction of Phase II-B and Phase III-A of the Victoria Commons in 2008.

Mr. Deese stated that resident input is needed in regards to their properties, and he stated he was always available to come and speak to the individual RA's on upcoming work, or needed work at their individual developments. He stated, also, that comments in regards to needs should be submitted via their property manager, and for this annual plan period should be done so within the next week. He gave his name and number, in case residents would like to do a walk through on improvements they feel are needed at their complexes. He stated he would be able to inform them if the work is already in the budget, or if they should go ahead, and put in a written request. Mr. Deese again stated that SAHA encourages residents to come together and voice any concerns with their property such as capital improvements on fencing, roofing, security, etc. He just asked that, if the groups would like for him to come out, that he be given notices on the meetings in advance so he could set up appointments accordingly.

Additional Items discussed were the:

- a. Flat Rate Rent- is based on market value verses income
- b. Changes to lease Emergency Maintenance Conditions- in the event that a tenant is in a hazardous situation and refuses to move-SAHA reserves the right to take the necessary steps to terminate the lease, if they do not cooperate.
- c. RAB were informed they could request copies of the Lease and all changes from their Property Managers.

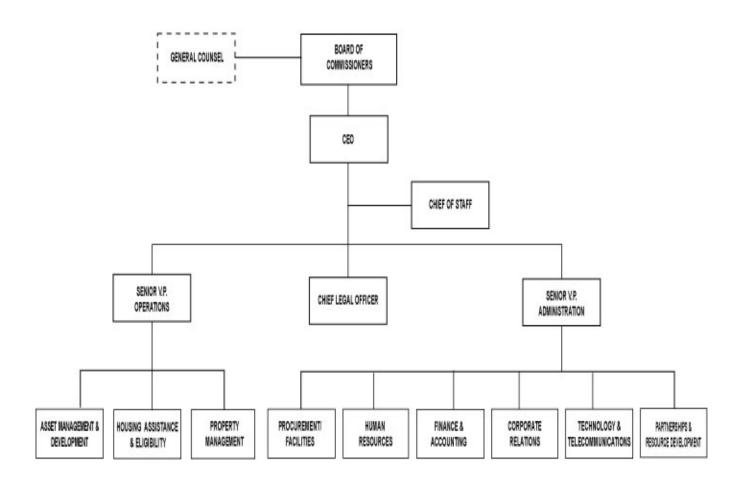
The Meeting was adjourned. Lunch was served.

Agency Plan Meeting Resident Advisory Board Tuesday, March 4, 2008

	NAME	ADDRESS	Property
1	Ethelmae Cochron	8328 Grayson 5/203	Le Chalet
2	Wither mas Brown	45 23 Lavender Lane	Sun Park
3	Rosie Smith	4523 Lavander Land 302	Sun Park
4	Clementing Managhanag	832 E. Grayson St.	Le Chalet
5	Jose Marcha	3003 Wei ave 142	Cesnewros.
6	Carlos Cervantes	425 5W34 \$ 208	Jewett C:
7	nicolasa Barrea	425 sw 34 St 107	Jawett Coc
8	KAQUEL V. Licea	211 KAlama ADT 102	Marie Mire
9	Loniel Villegas	301 marshall	Vet transpe
10	Frank Collins	211 n Alogno 3pt 306	Poplardent
11	Alletterno	1021 S SAN ZOUARDO	KAMPEL Apts
12	Many Com Villegas	327 N from Hale Halle	Ville Herman
13	Robanca Mortes	327N Flores St	VIII Herwoon.
14	Propon Ladoures	1021 S. SAN EDUARDO St. Apt 401	KAMON KANGEL AATS
15	Processy Market	1307 Daltillo Oto	Cassiano
16	Long Illanda	1313 Dalvillo Oto	Cappiago
1	Evelyx M. Bubbard	740 Rice Rd. #702	Frank Hornsby Yate
1.	8 Mania Luna	211 N. A/Amo	MAURE MCChian
	9 PALVIN DESC	50/HH	3144
	of Ethel LTurner	SAHA	ADD
	Brenda y. Filts	SAHA	Howe Ut- Property Kanyant
	22 Christine levra	SAHA-	SAHA.
	Delica 1122/498	SAHA	Prop Mema.
	23 (10.01)		SAHA
1	4. Estanislado Hernandez	_	

San Antonio Housing Authority TX006

ORGANIZATIONAL CHART



PHA Certification of Compliance with the PHA Plans and Related Regulations: Deconcentration of Poverty and Fair Housing in Program Admissions TITLE 24--HOUSING AND URBAN DEVELOPMENT

The San Antonio Housing Authority's admission policy is designed to promote deconcentration of poverty and to promote income mixing in accordance with section 16(a) (3) (B) of the 1937 Act (42 U.S.C. 1437n), which is submitted to HUD as part of the PHA Annual Plan process.

Futhermore, it is the policy of the San Antonio Housing Authority to assure deconcentration of poverty and income mixing. This policy should not be construed to impose or require any specific income or racial quotas for any development or developments.

The San Antonio Housing Authority has an obligation to ensure annually at least 40 percent of it admissions are families whose incomes are below 30 percent of area median income as provided by section 16(a) (2) of the 1937 Act, 42 U.S.C. 1437n(a) (2). (d) Fair housing requirements.

Developments subject to deconcentration of poverty income mixing requirements include all general occupancy, family public housing developments excluding those developments listed below:

- (i) Public housing developments operated by a PHA with fewer than 100 public housing units; (ii) Public housing developments operated by a PHA which house only elderly persons or persons with disabilities, or both;
- (iii) Public housing developments operated by a PHA which consist of only one general occupancy, family public housing development;
- (iv) Public housing developments approved for demolition or for conversion to tenant-based assistance; and (v) Public housing developments which include public housing units operated in accordance with a HUD-approved mixed-finance plan using HOPE VI or public housing funds.

May 1, 2008



Original signature on file

Henry A. Alavarez
President and
CEO
Housing
Authority of
the
City of San
Antonio

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Annual Statement/Performance and Evaluation Report - Part 1 Summary Federal FY of Grant: 2001 RHF (1st Increment) **Antonio Housing Authority** Grant Type and Number Capital Fund Program Grant No:__ Part 1 Summary Replacement Housing Factor Grant No: TX59R00650101 (1st Disasters/ Emergencies __Revised Annual Statement Apr-08 Increment) X Performance and Evaluation Report for Period Ending: 12/31/07 _Final Performance and Evaluation Report Line No. Summary by Development Account **Total Estimated Cost Total Actual Cost** Original (1st Yr.) Revised Obligated Expended Total non-CFP Funds 1 2 1406 Operations 3 1408 Management Improvements Soft Costs 4 1410 Administration 1411 Audit 5 6 1415 Liquidated Damages 7 1430 Fees and Costs 8 1440 Site Acquisition 9 1450 Site Improvement 1460 Dwelling Structures 10 11 1465.1 Dwelling Equipment—Nonexpendable 12 1470 Nondwelling Structures 13 1475 Nondwelling Equipment 1485 Demolition 14 15 1490 Replacement Reserve 16 1492 Moving to Work Demonstration 17 1495.1 Relocation Costs 1499 Development Activities 18 2,697,733 2,697,733 2,697,733 2,697,733 19 1502 Contingency 20 Amount of Annual Grant: (sum of lines 2-19) 2,697,733 2,697,733 2,697,733 2,697,733 Amount of line 20 Related to LBP Activities 2122Amount of line 20 Related to Section 504 compliance 23 Amount of line 20 Related to Security -Soft Costs Amount of line 20 Related to Energy Conservation Measures 2526 Collateralization Expenses or Debt Service (1) To be completed for Performance and Evaluation Report or a Revised Annual Statement. (2) To be Completed for the Performance and Evaluation Report. Signature of Executive Director and Date: Signature of Public Housing Director/Office of Native American Programs Administrator and Date:

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

Grant Type and Number PHA Name:

Federal FY of Grant: 2001 RHF

April

San Antonio Housing Authority -

Capital Fund Program Grant No:

2008

Period Ending: 12/31/07

Replacement Housing Factor Grant No: TX59R00650101 (1 st

Increment)

Development NumberName/HA- Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Act	ual Cost	Status of Work			
				Original	Revised	Obligated	Expended				
Replacement Housing (RHF)	Development Activities Acquisition of Christ the King Apts.	1499	48 PH Units	2,697,733	2,697,733	2,697,733	2,697,733	Complete			
	=== Sub Total 1499 ===			2,697,733	2,697,733	2,697,733	2,697,733				
	===GRAND TOTAL ===			2,697,733	2,697,733	2,697,733	2,697,733				

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part III: Implementation Schedule

PHA Name: San

Antonio Housing Authority

an Grant Type and Number

Period Ending: 12/31/07 Replacement Housing Factor No: TX59R00650101 (1st Increment)

Apr-08

Federal FY of Grant:

Development NumberName/HA-Wide Activities	All Fund Ob	ligated (Quarter I 12/31/07)	Ending Date	All Funds Expe	nded (Quarter 12/31/07)	Ending Date	Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Replacement Housing (RHF)	8/31/2007	12/31/2007	12/31/2007	8/31/2009	12/31/2007	12/31/2007	Complete

Annual S	tatement/Performance and Evaluation Repo	ort			
PHA Name: S	San Antonio Housing Authority	Capital Fund Program G	rant No:	Federal FY of	Grant: 2002 RHF
Part 1 Summ	ary	Replacement Housing Fa	ctor Grant No:TX59R	00650102 (1st Increment)	
_Original A	Annual StatementReserve for Disasters/ Emergence	ies <u>Revised Annual S</u>	atement		8-Apr
<u>X</u> Perform	ance and Evaluation Report for Period Ending: 12/31		nce and Evaluation	n Report	
Line No.	Summary by Development Account	Total Estima	ited Cost	Total A	ctual Cost
		Original (1 st Yr.)	Revised	Obligated	Expended
1	Total non-CFP Funds	0	0	0	
2	1406 Operations	0	0	0	(
3	1408 Management Improvements Soft Costs	0	0	0	(
4	1410 Administration	0	0	0	(
5	1411 Audit	0	0	0	(
6	1415 Liquidated Damages	0	0	0	(
7	1430 Fees and Costs	0	0	0	(
8	1440 Site Acquisition	0	0	0	(
9	1450 Site Improvement	0	0	0	(
10	1460 Dwelling Structures	0	0	0	(
11	1465.1 Dwelling Equipment—Nonexpendable	0	0	0	(
12	1470 Nondwelling Structures	0	0	0	(
13	1475 Nondwelling Equipment	0	0	0	(
14	1485 Demolition	0	0	0	(
15	1490 Replacement Reserve	0	0	0	(
16	1492 Moving to Work Demonstration	0	0	0	(
17	1495.1 Relocation Costs	0	0		(
18	1499 Development Activities	3,375,061	3,375,061	690619	690619
19	1502 Contingency	0	0	0	(
20	Amount of Annual Grant: (sum of lines 2-19)	3,375,061	3,375,061	690,619	690,619
21	Amount of line 20 Related to LBP Activities	0	0	0	(
22	Amount of line 20 Related to Section 504 compliance	0	0	0	(
23	Amount of line 20 Related to Security –Soft Costs	0	0	0	
24	Amount of Line 20 Related to Security Hard Costs	0	0	0	
25	Amount of line 20 Related to Energy Conservation Measures	0	0	0	
26	Collateralization Expenses or Debt Service	0	0	0	(
(1) To be compl	eted for Performance and Evaluation Report or a Revised Annual Sta	atement. (2) To be Completed for	or the Performance and E	Evaluation Report.	
Signature of Ex	secutive Director and Date:	Signature of Public Housing	Director/Office of Native	American Programs Administrator and Date:	

	t/Performance and Evaluation gram and Capital Fund Progra ng Pages	<u> </u>	cement H	ousing Fac	ctor (CFP/C	FPRHF)		
PHA Name: San Antonio Housing Au Period Ending: 12/31/07	2002 RHF 4/1/2008							
Development NumberName/HA- Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Obligated	Expended	
Replacement Housing (RHF)	Development Activities	1499	N/A	3,375,061	3,375,061	690,619	690,619	In Progress
	=== Sub Total 1499 ===			3,375,061	3,375,061	690,619	690,619	
	===GRAND TOTAL ===			3,375,061	3,375,061	690,619	690,619	

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part III: Implementation Schedule

PHA Name: Grant Type and Number

San Antonio Housing Authority Capital Fund Program No: ___

Period Ending: 12/31/07 Replacement Housing Factor No: TX59R00650102 (1st Increment)

Apr-08

Federal FY of Grant: 2002 RHF

Development NumberName/HA-Wide Activities	All Fund Obligated (Quarter Ending Date 12/31/07)			All Funds Expended (Quarter Ending Date 12/31/07)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Replacement Housing (RHF)	8/31/2007	11/30/2008		8/31/2009	11/30/2010		Changed To Reflect Dates In LOCCS

	Statement/Performance and Evaluation Report Ital Fund Program Replacement Housing Factor (CFP/C	FPRHF)		Part I: Sum	Capital Fund Program mary		
PHA Name	San Antonio Housing Authority	Capital Fund Program Gra	nt No:	Federal FY of Grant: 2003 RHF (1st)			
Part 1 Sum		Replacement Housing Fact		03 (1 Increment)			
		Revised Annual Statement		<u> </u>	Apr-08		
X_Perfor	emance and Evaluation Report for Period Ending: 12/31/07	Final Performance and E	Evaluation Report				
Line No.	Summary by Development Account	Total Estin	nated Cost	Total Actual Cost			
	, and the second	Original (1 st Yr.)	Revised	Obligated	Expended		
1	Total non-CFP Funds	0	0		0		
2	1406 Operations	0	0		0		
3	1408 Management Improvements Soft Costs	0	0		0		
4	1410 Administration	0	0		0		
5	1411 Audit	0	0		0		
6	1415 Liquidated Damages	0	0		0		
7	1430 Fees and Costs	0	0		0		
8	1440 Site Acquisition	0	0		0		
9	1450 Site Improvement	0	0		0		
10	1460 Dwelling Structures	0	0		0		
11	1465.1 Dwelling Equipment—Nonexpendable	0	0		0		
12	1470 Nondwelling Structures	0	0		0		
13	1475 Nondwelling Equipment	0	0		0		
14	1485 Demolition	0	0		0		
15	1490 Replacement Reserve	0	0		0 (
16	1492 Moving to Work Demonstration	0	0		0		
17	1495.1 Relocation Costs	0	0		0		
18	1499 Development Activities	2,635,633	2,635,633		0 (
19	1502 Contingency	0	0		0 (
20	Amount of Annual Grant: (sum of lines 2-19)	2,635,633	2,635,633		0		
21	Amount of line 20 Related to LBP Activities	0	0		0		
22	Amount of line 20 Related to Section 504 compliance	0	0		0 (
23	Amount of line 20 Related to Security –Soft Costs	0	0		0		
24	Amount of Line 20 Related to Security Hard Costs	0	0		0		

(1) To be completed for Performance and Evaluation Report or a Revised Annual Statement. (2) To be Completed for the Performance and Evaluation Report.

Amount of line 20 Related to Energy Conservation Measures

Collateralization Expenses or Debt Service

Signature of Executive Director and Date:

25

26

Signature of Public Housing Director/Office of Native American Programs Administrator and Date:

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages										
PHA Name: San Antonio Housing Authority - Period Ending: 12/31/07 Replacement Housing Factor Grant No: TX59R00650103 (1st Increment)										
Development NumberName/HA- Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Act	tual Cost	Status of Work		
				Original	Revised	Obligated	Expended			
Replacement Housing (RHF)	Development Activities	1499	n/a	2,635,633	2,635,633	0	0	Planning		
	=== Sub Total 1499 ===			2,635,633	2,635,633	0	0			
	===GRAND TOTAL ===			2,635,633	2,635,633	0	0			

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

Part III: Implementation Schedule

PHA Name:
San Grant Type and Number
Antonio Housing Authority
Capital Fund Program No:
Period Ending: 12/31/07

Replacement Housing Factor No: TX59R00650103 (1st Increment)

Apr-08

Development NumberName/HA-Wide
All Fund Obligated (Quarter Ending Date
All Funds Expended (Quarter Ending Date
Reasons for Revised Target Dates

Development NumberName/HA-Wide Activities	All Fund Obligated (Quarter Ending Date 12/31/07)			All Funds Expended (Quarter Ending Date 12/31/07)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Replacement Housing (RHF)	8/31/2007	11/30/2008		8/31/2009	11/30/2010		Changed To Reflect Dates In LOCCS

Capital I	Fund Program and Capital Fund Program Replace	ement Housing Factor (C	FP/CFPRHF)				
	ummary						
	San Antonio Housing Authority	Capital Fund Program Grant	: No:	Federal FY of Grar	it: 2004 RHF (1st)		
Part 1 Sumr	nary	Replacement Housing Factor	Grant No:TX59R00650104	(1st Increment)			
		Revised Annual Statement			Apr-08		
X_Perform	nance and Evaluation Report for Period Ending: 12/31/07	Final Performance and Eva	luation Report		•		
Line No.	Summary by Development Account	Total Estimat	ed Cost	Total Actual Cost			
		Original (1 st Yr.)	Revised	Obligated	Expended		
1	Total non-CFP Funds	0	0	0			
2	1406 Operations	0	0	0			
3	1408 Management Improvements Soft Costs	0	0	0			
4	1410 Administration	0	0	0			
5	1411 Audit	0	0	0			
6	1415 Liquidated Damages	0	0	0			
7	1430 Fees and Costs	0	0	0			
8	1440 Site Acquisition	0	0	0			
9	1450 Site Improvement	0	0	0			
10	1460 Dwelling Structures	0	0	0			
11	1465.1 Dwelling Equipment—Nonexpendable	0	0	0			
12	1470 Nondwelling Structures	0	0	0			
13	1475 Nondwelling Equipment	0	0	0			
14	1485 Demolition	0	0	0			
15	1490 Replacement Reserve	0	0	0			
16	1492 Moving to Work Demonstration	0	0	0			
17	1495.1 Relocation Costs	0	0	0			
18	1499 Development Activities	1,998,864	1,998,864	0			
19	1502 Contingency	0	0	0			
20	Amount of Annual Grant: (sum of lines 2-19)	1,998,864	1,998,864	0			
21	Amount of line 20 Related to LBP Activities	0	0	0			
22	Amount of line 20 Related to Section 504 compliance	0	0	0			
23	Amount of line 20 Related to Security –Soft Costs	0	0	0			
24	Amount of Line 20 Related to Security Hard Costs	0	0	0			
25	Amount of line 20 Related to Energy Conservation Measures	0	0	0			
26	Collateralization Expenses or Debt Service	0	0	0			
1) To be comp	leted for Performance and Evaluation Report or a Revised Annual Statement.	(2) To be Completed for the Performan	nce and Evaluation Report.	<u>'</u>			
	executive Director and Date:	Signature of Public Housing Direct	*	Programs Administrator and Da	te:		

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages										
PHA Name: San Antonio Housing Authority - Capital Fund Program Grant No: Period Ending: 12/31/07 Replacement Housing Factor Grant No: TX59R00650104 (1 st Increment) Grant Type and Number Federal FY of Grant: 2004 RHF (1st) April 2008 Replacement Housing Factor Grant No: TX59R00650104 (1 st Increment)										
Development NumberName/HA- Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work		
				Original	Revised	Obligated	Expended			
Replacement Housing (RHF)	Development Activities	1499	N/A	1,998,864	1,998,864	0	0	Planning		
	=== Sub Total 1499 ===			1,998,864	1,998,864	0	0			
	===GRAND TOTAL ===			1,998,864	1,998,864	0	0			

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part III: Implementation Schedule PHA Name: Grant Type and Number Federal FY of Grant: 2004 RHF (1st) San Antonio Housing Authority Capital Fund Program No: ___ Replacement Housing Factor No: TX59R00650104 (1st Period Ending: 12/31/07 Increment) Apr-08 Development NumberName/HA-Wide All Fund Obligated (Quarter Ending All Funds Expended (Quarter Ending Reasons for Revised Target Dates Date 12/31/07) Activities Date 12/31/07) Original Original Revised Revised Actual Actual

12/13/2010

9/13/2009

Changed To Reflect Dates In LOCCS

Replacement Housing

(RHF)

9/13/2007

12/13/2008

Annual S	Annual Statement/Performance and Evaluation Report											
	Fund Program and Capital Fund Program Replacement	+ Housing Factor (CI	D/CEDRHE)									
Capital F Part I: S	<u> </u>	I Housing Pacion (Or	r/Crimir)									
	San Antonio Housing Authority	Capital Fund Program Gra	4 NT*	Federal FY of Gra	+: 2005 PHF							
	-				III. 2005 RAF							
Part 1 Summ	· ·	Replacement Housing Fact d Annual Statement	tor Grant No:TX59R006501	.05 (1 increment)	A 00							
		al Performance and Evalu	-atian Danant		Apr-08							
		Total Estim	=	Madal Asta	10							
Line No.	Summary by Development Account			Total Actual Cost								
		Original (1 st Yr.)	Revised	Obligated	Expended							
1	Total non-CFP Funds	0	0	0	O							
2	1406 Operations	0	0	0	0							
3	1408 Management Improvements Soft Costs	0	0	0	0							
4	1410 Administration	0	0	0	0							
5	1411 Audit	0	0	0	0							
6	1415 Liquidated Damages	0	0	0	O							
7	1430 Fees and Costs	0	0	0	O							
8	1440 Site Acquisition	0	0	0	0							
9	1450 Site Improvement	0	0	0	0							
10	1460 Dwelling Structures	0	0	0	0							
11	1465.1 Dwelling Equipment—Nonexpendable	0	0	0	0							
12	1470 Nondwelling Structures	0	0	0	0							
13	1475 Nondwelling Equipment	0	0	0								
14	1485 Demolition	0	0	0	0							
15	1490 Replacement Reserve	0	0	0	0							
16	1492 Moving to Work Demonstration	0	0	0	0							
17	1495.1 Relocation Costs	0	0	0	0							
18	1499 Development Activities	1,454,488	1,454,488	0	0							
19	1502 Contingency	0	0	0	0							
20	Amount of Annual Grant: (sum of lines 2-19)	1,454,488	1,454,488	0	0							
21	Amount of line 20 Related to LBP Activities	0	0	0	0							
22	Amount of line 20 Related to Section 504 compliance	0	0	0	0							
23	Amount of line 20 Related to Security –Soft Costs	0	0	0	0							
24	Amount of Line 20 Related to Security Hard Costs	0	0	0	0							
25	Amount of line 20 Related to Energy Conservation Measures	0	0	0	0							
26	Collateralization Expenses or Debt Service	0	0	0	0							
(1) To be comp	leted for Performance and Evaluation Report or a Revised Annual Statement. (2) To be	De Completed for the Performance	e and Evaluation Report.									
	executive Director and Date:		irector/Office of Native America	in Programs Administrator a	nd Date:							

	ram and Capital Fund Progra	m Replac	ement Ho	ousing Fac	tor (CFP/C	FPRHF)		
Part II: Supporting PHA Name: San Antonio Housing Au Period Ending: 12/31/07	Grant Type and	ogram Grant		"X59R0065010	05 (1 st	Fed		rant: 2005 RHF (1st) 1/2008
Development NumberName/HA- Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estin	mated Cost	Total Ac	tual Cost	Status of Work
				Original	Revised	Obligated	Expended	
Replacement Housing (RHF)	Development Activities	1499	n/a	1,454,488	1,454,488	0	0	Planning
	=== Sub Total 1499 ===			1,454,488	1,454,488	0	0	
	===GRAND TOTAL ===			1,454,488	1,454,488	0	0	

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

Part III: Implementation Schedule

PHA Name:
San Antonio Housing Authority
Capital Fund Program No:
San Antonio Housing Authority
Period Ending: 12/31/07

Replacement Housing Factor No: TX59R00650105 (1st Increment)

Apr-08

Development NumberName/HA-Wide Activities	All Fund Ol	oligated (Quart 12/31/07)	er Ending Date	All Funds l	Expended (Qua 12/31/07	arter Ending Date	Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Replacement Housing (RHF)	8/17/2008	11/17/2009		8/17/2010	11/17/2011		Changed To Reflect Dates In LOCCS

	Statement/Performance and Evaluation Report									
_	Fund Program and Capital Fund Program Replacen	nent Housing Factor (CFP/CFPRHF)							
	ummary									
HA Name:	San Antonio Housing Authority	Capital Fund Program Gran	nt No:	Federal FY of Gra	ant: 2006 RHF (1st)					
Part 1 Sumn	v	Replacement Housing Factor Grant No:TX59R00650106 (1st Increment)								
-		evised Annual Statement Apr-08								
X_Perforn	nance and Evaluation Report for Period Ending: 12/31/07	_Final Performance and Ev	zaluation Report							
ine No.	Summary by Development Account	Total Estima	ated Cost	Total Ac	ctual Cost					
		Original (1 st Yr.)	Revised	Obligated	Expended					
1	Total non-CFP Funds	0	0	0	0					
2	1406 Operations	0	0	0	q					
3	1408 Management Improvements Soft Costs	0	0	0	0					
4	1410 Administration	0	0	0	0					
5	1411 Audit	0	0	0	0					
6	1415 Liquidated Damages	0	0	0	0					
7	1430 Fees and Costs	0	0	0	0					
8	1440 Site Acquisition	0	0	0	0					
9	1450 Site Improvement	0	0	0	0					
10	1460 Dwelling Structures	0	0	0	0					
11	1465.1 Dwelling Equipment—Nonexpendable	0	0	0	0					
12	1470 Nondwelling Structures	0	0	0	0					
13	1475 Nondwelling Equipment	0	0	0	0					
14	1485 Demolition	0	0	0	0					
15	1490 Replacement Reserve	0	0	0	0					
16	1492 Moving to Work Demonstration	0	0	0	0					
17	1495.1 Relocation Costs	0	0	0	0					
18	1499 Development Activities	8,682	8,682	8433	8433					
19	1502 Contingency	0	0	0	0					
20	Amount of Annual Grant: (sum of lines 2-19)	8,682	8,682	8,433	8,433					
21	Amount of line 20 Related to LBP Activities	0	0	0	0					
22	Amount of line 20 Related to Section 504 compliance	0	0	0	0					
23	Amount of line 20 Related to Security –Soft Costs	0	0	0						
24	Amount of Line 20 Related to Security Hard Costs	0	0	0	C					
25	Amount of line 20 Related to Energy Conservation Measures	0	0	0	(
26	Collateralization Expenses or Debt Service	0	0	0	(
1) To be comp	leted for Performance and Evaluation Report or a Revised Annual Statement. (2	2) To be Completed for the Perform	ance and Evaluation Report.							
Signature of E	xecutive Director and Date:	Signature of Public Housing Dir	ector/Office of Native Americ	can Programs Administrator and I	Date:					

art II: Supporti	ng Pages	•			actor (C	FP/CFPR	/III'/	
HA Name: an Antonio Housing A			1	Federal FY o	f Grant: 2006 RHF (1st) 4/1/2008			
eriod Ending: 12/31/07	Replacement F (1 st Increment)	_	or Grant No	: TX59R0065	0106			
Development NumberName/HA- Wide Activities	IA- Categories		Quantity	Total Estin	Total Estimated Cost Total Act			Status of Work
				Original	Revised	Obligated	Expended	
Replacement Housing (RHF)	Development Activities	1499	N/A	8,682	8,682	8,433	8,433	Planning
	=== Sub Total 1499 ===			8,682	8,682	8,433	8,433	

Annual Statement/Perform	ance and	Evaluation	on Report							
Capital Fund Program and	Capital 1	Fund Prog	ram Replace	e <mark>ment H</mark> o	using Fac	tor (CFP/CF	PRHF)			
Part III: Implementation Schedule										
PHA Name:		Grant Type	and Number				Federal FY of Grant: 2006 RHF			
San Antonio Housing Authority		Capital Fur	nd Program No	:			(1st)			
		Replacemen	nt Housing Fac	tor No: TX	59R0065010	6 (1st Increme	ent)			
Period Ending: 12/31/07										
							Apr-08			
Development NumberName/HA-Wide Activities	All Fund Ob	oligated (Quart 12/31/07)	er Ending Date	All Funds Expended (Quarter Ending Date 12/31/07)			Reasons for Revised Target Dates			
	Original	Revised	Actual	Original	Revised	Actual				
Replacement Housing (RHF)	7/17/2008	10/17/2010		7/17/2010	10/17/2012		No Change			

	tatement/Performance and Evaluation Report und Program and Capital Fund Program Repla	coment Housing Factor	(CED/CEDDHE)							
_	und Frogram and Capital Fund Frogram Keplad Supporting Pages	cement nousing ractor	(CFF/CFFRIIF)							
	San Antonio Housing Authority	Capital Fund Program Gr	t: 2007 RHF (1st)							
Part 1 Summ		Replacement Housing Factor Grant No:TX59R00650107 (1st Increment)								
		Revised Annual Statement		0101 (100 1100 0110110)	Apr-08					
_	ance and Evaluation Report for Period Ending: 12/31/07	Final Performance and E	valuation Report							
Line No.	Summary by Development Account	Total Estin	_	Total Act	ual Cost					
		Original (1 st Yr.)	Revised	Obligated	Expended					
1	Total non-CFP Funds	0	0	<u> </u>	0 0					
2	1406 Operations	0	0		0					
3	1408 Management Improvements Soft Costs	0	0		0					
4	1410 Administration	0	0		0					
5	1411 Audit	0	0		0					
6	1415 Liquidated Damages	0	0		0					
7	1430 Fees and Costs	0	0		0					
8	1440 Site Acquisition	0	0		0					
9	1450 Site Improvement	0	0							
10	1460 Dwelling Structures	0	0							
11	1465.1 Dwelling Equipment—Nonexpendable	0	0		0					
12	1470 Nondwelling Structures	0	0		0					
13	1475 Nondwelling Equipment	0	0		0					
14	1485 Demolition	0	0		0					
15	1490 Replacement Reserve	0	0		0					
16	1492 Moving to Work Demonstration	0	0		0					
17	1495.1 Relocation Costs	0	0		0					
18	1499 Development Activities	104,266	104,266		0					
19	1502 Contingency	0	0		0					
20	Amount of Annual Grant: (sum of lines 2-19)	104,266	104,266		0 0					
21	Amount of line 20 Related to LBP Activities	0	0		0					
22	Amount of line 20 Related to Section 504 compliance	0	0		0 0					
23	Amount of line 20 Related to Security –Soft Costs	0	0		0 0					
24	Amount of Line 20 Related to Security Hard Costs	0	0		0					
25	Amount of line 20 Related to Energy Conservation Measures	0	0		0					
26	Collateralization Expenses or Debt Service	0	0		0					
(1) To be comple	eted for Performance and Evaluation Report or a Revised Annual Statemen	tt. (2) To be Completed for the Perform	nance and Evaluation Report.							
<u> </u>	ecutive Director and Date:			can Programs Administrator and	Date:					
	·									

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages PHA Name: Grant Type and Number Federal FY of Grant: 2007 RHF (1st) San Antonio Housing Authority -Capital Fund Program Grant No: 4/1/2008 Period Ending: 12/31/07 Replacement Housing Factor Grant No: TX59R00650107 (1 st Increment) General Description of Major Work Development Dev. Acct Quantity Total Estimated Cost Total Actual Cost Status of Work NumberName/HA-Categories No. Wide Activities Original Revised Obligated Expended Replacement Housing Development Activities Planning 1499 104,266 104,266 0 0 n/a (RHF) === Sub Total 1499 === 104,266 104,266 0 0 ===GRAND TOTAL === 104,266 104,266 0 0

Annual Statement/Perform	ance and	Evaluati	on Report				
Capital Fund Program and	Capital 1	Fund Pro	gram Repla	cement H	ousing F	actor (CFP/C	FPRHF)
Part III: Implementation S	Schedule						
PHA Name:		Grant Type	e and Number	,			Federal FY of Grant: 2007 RHF (1st)
San Antonio Housing Authority		Capital Fu	nd Program N	lo:			
Period Ending: 12/31/07		Replaceme	nt Housing Fa	actor No: T	X59R00650	107 (1st Incre	nent)
						Apr-08	
Development NumberName/HA-Wide Activities	All Fund Obl	igated (Quart 12/31/06)	er Ending Date	All Funds Expended (Quarter Ending Date 12/31/06)		•	Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Replacement Housing (RHF)	9/12/2009	9/12/2009		9/12/2011	9/12/2011		No Change
		_		_	-		

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary Federal FY of Grant: 2004 RHF (2nd) PHA Name: San Antonio Housing Authority Grant Type and Number Capital Fund Program Grant No:__ Replacement Housing Factor Grant No:TX59R00650204 (2 Increment) Apr-08 Original Annual Statement __Reserve for Disasters/ Emergencies __Revised Annual Statement X Performance and Evaluation Report for Period Ending: 12/31/07 Final Performance and Evaluation Report BLI **Total Actual Cost** Summary by Development Account **Total Estimated Cost** No. Original (1 st Yr.) Revised Obligated Expended 1 Total non-CFP Funds 2 1406 Operations 3 1408 Management Improvements Soft Costs 4 1410 Administration 5 1411 Audit 6 1415 Liquidated Damages 0 7 1430 Fees and Costs 8 1440 Site Acquisition 9 1450 Site Improvement 10 1460 Dwelling Structures 11 1465.1 Dwelling Equipment—Nonexpendable 12 1470 Nondwelling Structures 13 1475 Nondwelling Equipment 14 1485 Demolition 15 1490 Replacement Reserve 16 1492 Moving to Work Demonstration 17 1495.1 Relocation Costs 18 1499 Development Activities 920.510 920.510 19 1502 Contingency 20 Amount of Annual Grant: (sum of lines 2-19) 920,510 920,510 21 Amount of line 20 Related to LBP Activities 22 Amount of line 20 Related to Section 504 compliance 23 Amount of line 20 Related to Security –Soft Costs 24 Amount of Line 20 Related to Security-- Hard Costs 25 Amount of line 20 Related to Energy Conservation Measures 26 Collateralization Expenses or Debt Service (1) To be completed for Performance and Evaluation Report or a Revised Annual Statement. (2) To be Completed for the Performance and Evaluation Report. Signature of Executive Director and Date Signature of Public Housing Director/Office of Native American Programs Administrator and Date:

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

Grant Type and Number PHA Name:

Capital Fund Program Grant No: Federal FY of Grant: 2004 RHF (2nd) San Antonio Housing Authority April 2008

Replacement Housing Factor Grant No: TX59R00650204 Period Ending: 12/31/07

(2nd Increment)

		(2nd increm	ient)						
NumberN	opment Name/HA- ctivities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		ted Cost Total Actual Cost		Status of Work
					Original	Revised	Obligated	Expended	
-	ent Housing HF)	Development Activities	1499	n/a	920,510	920,510	0	0	Planning
		=== Sub Total 1499 ===			920,510	920,510	0	0	
		===GRAND TOTAL ===			920,510	920,510	0	0	

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part III: Implementation Schedule

PHA Name: Grant Type and Number Federal FY of Grant: 2004 RHF

San Antonio Housing Authority

Capital Fund Program No: _____ 2nd Increment

Replacement Housing Factor No: TX59R00650204 (2nd

Period Ending: 12/31/07 Increment)

Apr-08

Development NumberName/HA-Wide Activities	All Fund Obligated (Quarter Ending Date 12/31/07)			All Funds Expended (Quarter Ending Date 12/31/07)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Replacement Housing (RHF)	3/17/2010	3/17/2010		3/17/2012	3/17/2012		No Change

	nnual Statement/Performance and Evaluation Report										
	al Fund Program and Capital Fund Program Replacement Housing I										
PHA	Name: San Antonio Housing Authority	Grant Type and Numbe		Federal FY of Gran	t: 2005 RHF (2nd)						
	D. J	Capital Fund Program	Grant No:								
	Replacement Housing Factor Grant No:TX59R00650205 (2 Incremen				Apr-08						
	ginal Annual StatementReserve for Disasters/ EmergenciesRev		1 1 1 TD 1								
	erformance and Evaluation Report for Period Ending: 12/31/07	Final Performance and E	valuation Report								
BLI No.	Summary by Development Account	Total Estim		Total Act	ual Cost						
		Original (1 st Yr.)	Revised	Obligated	Expended						
1	Total non-CFP Funds	0	0	0	0						
	1406 Operations	0	0	0	0						
-	1408 Management Improvements Soft Costs	0	0	0	0						
	1410 Administration	0	0	0	0						
	1411 Audit	0	0	0	0						
_	1415 Liquidated Damages	0	0	0	0						
	1430 Fees and Costs	0	0	0	0						
	1440 Site Acquisition	0	0	0	0						
_	1450 Site Improvement	0	0	0	0						
_	1460 Dwelling Structures	0	0	0	0						
	1465.1 Dwelling Equipment—Nonexpendable	0	0	0	0						
	1470 Nondwelling Structures	0	0	0	0						
	1475 Nondwelling Equipment	0	0	0	0						
	1485 Demolition	0	0	0	0						
-	1490 Replacement Reserve	0	0	0	0						
-	1492 Moving to Work Demonstration	0	0	0	0						
	1495.1 Relocation Costs	0	0	0	0						
	1499 Development Activities	1,727,302	1,727,302	0	0						
19	1502 Contingency	0	0	0	0						
20	Amount of Annual Grant: (sum of lines 2-19)	1,727,302	1,727,302	0	0						
21	Amount of line 20 Related to LBP Activities	0	0	0	0						
_	Amount of line 20 Related to Section 504 compliance	0	0	0	0						
23	Amount of line 20 Related to Security –Soft Costs	0	0	0	0						
	Amount of Line 20 Related to Security Hard Costs	0	0	0	0						
25	Amount of line 20 Related to Energy Conservation Measures	0	0	0							
	Collateralization Expenses or Debt Service	0	0	0	0						
1) To	be completed for Performance and Evaluation Report or a Revised A	annual Statement. (2) To	be Completed for the F	Performance and Evalua	tion Report.						
ligna	ture of Executive Director and Date:	Signature of Public Hou	using Director/Office of I	Native American Progra	ams Administrator and						

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

San Antonio Housing Authority

Grant Type and Number

PHA Name: Capital Fund Program Grant No:

Replacement Housing Factor Grant No: TX59R00650205

(2nd Increment)

Federal FY of Grant: 2005 RHF (2nd Increment) April 2008

Period Ending: 12/31/07

Developn NumberNar Wide Activ	me/HA-	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	Revised	Obligated	Expended	
Replacement Housing (RHF)		Development Activities	N/A	1,727,302	1,727,302	0	0	Planning	
	=== Sub Total 1				1,727,302	1,727,302	0	0	
		===GRAND TOTAL ===			1,727,302	1,727,302	0	0	

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part III: Implementation Schedule									
PHA Name:	San	Grant Type	and Nu	Federal FY of Grant: 2005					
Antonio Housing Authority		Capital Fur	nd Prog	RHF 2nd Increment					
Period Ending: 12/31/07 Replacement Housing Factor No: TX59R00650205 (2nd Increment) Apr-08									
Development NumberName/HA-Wide Activities	All Fund Obligated (Quarter Ending Date 12/31/07)			All Funds Exp Da	ended (Quarte ate 12/31/07)	er Ending	Reasons for Revised Target Dates		
	Original	Revised	Actual	Original	Revised	Actual			
Replacement Housing	12/17/2008	3/17/2010		12/17/2008	3/17/2012		Changed To Reflect Dates In LOCCS		

Annual Statement/Performance and Evaluation Report									
	Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary								
PHA l	Name: San Antonio Housing Authority	Grant Type and Number		Federal FY of Gran	Federal FY of Grant: 2006 RHF (2nd)				
		Capital Fund Program Grant No:							
	Replacement Housing Factor Grant No:TX59R00650206 (2 Increment)				Apr-08				
	• – • • –	d Annual Statement							
	X_Performance and Evaluation Report for Period Ending: 12/31/07Final Performance and Evaluation Report								
BLI No.	Summary by Development Account	Total Estin	nated Cost	Total Actual Cost					
		Original (1 st Yr.)	Revised	Obligated	Expended				
1	Total non-CFP Funds	0	0	0	0				
2	1406 Operations	0	0	0	0				
3	1408 Management Improvements Soft Costs	0	0	0	0				
	Management Improvements Hard Costs	0	0	0	0				
4	1410 Administration	0	0	0	0				
5	1411 Audit	0	0	0	0				
6	1415 Liquidated Damages	0	0	0	0				
	1430 Fees and Costs	0	0	0	0				
8	1440 Site Acquisition	0	0	0	0				
9	1450 Site Improvement	0	0	0	0				
10	1460 Dwelling Structures	0	0	0	0				
	1465.1 Dwelling Equipment—Nonexpendable	0	0	0	0				
	1470 Nondwelling Structures	0	0	0	0				
13	1475 Nondwelling Equipment	0	0	0	0				
14	1485 Demolition	0	0	0	0				
15	1490 Replacement Reserve	0	0	0	0				
16	1492 Moving to Work Demonstration	0	0	0	0				
17	1495.1 Relocation Costs	0	0	0	0				
18	1499 Development Activities	2,608,481	2,608,481	0	0				
19	1502 Contingency	0	0	0	0				
20	Amount of Annual Grant: (sum of lines 2-19)	2,608,481	2,608,481	0	0				
21	Amount of line 20 Related to LBP Activities	0	0	0	0				
22	Amount of line 20 Related to Section 504 compliance	0	0	0	0				
23	Amount of line 20 Related to Security –Soft Costs	0	0	0	0				
24	Amount of Line 20 Related to Security Hard Costs	0	0	0	0				
25	Amount of line 20 Related to Energy Conservation Measures	0	0	0	0				
26	Collateralization Expenses or Debt Service	0	0	0	0				
	be completed for Performance and Evaluation Report or a Revised Annual Statement. (2) To l	be Completed for the Performan	ace and Evaluation Report.		-				
Signat	ure of Executive Director and Date:	Signature of Public Housing Director/Office of Native American Programs Administrator and Date:							

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

Period Ending: 12/31/07

Grant Type and Number

PHA Name: Capital Fund Program Grant No: San Antonio Housing Authority -

Replacement Housing Factor Grant No: TX59R00650206

Federal FY of Grant: 2006 RHF (2nd) April

2008

(2nd Increment)

(2nd increment)									
Development NumberName/HA-Wide Activities		General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
						Revised	Obligated	Expended	
II -	nent Housing RHF)	Development Activities	1499	N/A	2,608,481	2,608,481	0	0	Planning
		=== Sub Total 1499 ===			2,608,481	2,608,481	0	0	
		===GRAND TOTAL ===			2,608,481	2,608,481	0	0	

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part III: Implementation Schedule									
Antonio Housing Authority Period Ending: 12/31/07 Capital Fund Program No: Replacement Housing Factor No: TX59R00650206 (2nd						rd Apr-08			
Development NumberName/HA-Wide Activities	All Fund Obligated (Quarter Ending Date 12/31/06)		All Funds Expended (Quarter Ending Date 12/31/06)			Reasons for Revised Target Dates			
	Original	Revised	Actual	Original	Revised	Actual			
Replacement Housing (RHF)			1	10/17/2012 10/17/2012			No Change		

	ual Statement/Performance and Evaluation Report ital Fund Program and Capital Fund Program Replacement Ho	ousing Factor (CFP/CFPF	RHF)	Part 1:	
Sun	nmary				
	Name: San Antonio Housing Authority	Grant Type and Number Capital Fund Program Gran	t No:	Federal FY of Grant: 200'	7 RHF (2nd)
Repla	cement Housing Factor Grant No:TX59R00650207 (2 Increment)	Cupital I and I logium Gran			Apr-08
		nual Statement			
	~	rformance and Evaluation Rep	ort		
BLI No.	Summary by Development Account	Total Estima		Total Actual C	ost
		Original (1 st Yr.)	Revised	Obligated	Expended
1	Total non-CFP Funds	0	0	0	(
2	1406 Operations	0	0	0	(
	1408 Management Improvements Soft Costs	0	0	0	(
	Management Improvements Hard Costs	0	0	0	(
4	1410 Administration	0	0	0	(
5	1411 Audit	0	0	0	(
6	1415 Liquidated Damages	0	0	0	(
	1430 Fees and Costs	0	0	0	(
8	1440 Site Acquisition	0	0	0	(
	1450 Site Improvement	0	0	0	(
10	1460 Dwelling Structures	0	0	0	(
11	1465.1 Dwelling Equipment—Nonexpendable	0	0	0	(
12	1470 Nondwelling Structures	0	0	0	(
13	1475 Nondwelling Equipment	0	0	0	(
14	1485 Demolition	0	0	0	(
15	1490 Replacement Reserve	0	0	0	(
16	1492 Moving to Work Demonstration	0	0	0	(
17	1495.1 Relocation Costs	0	0	0	(
18	1499 Development Activities	2,682,078	2,682,078	0	(
19	1502 Contingency	0	0	0	(
20	Amount of Annual Grant: (sum of lines 2-19)	2,682,078	2,682,078	0	(
21	Amount of line 20 Related to LBP Activities	0	0	0	(
22	Amount of line 20 Related to Section 504 compliance	0	0	0	(
23	Amount of line 20 Related to Security –Soft Costs	0	0	0	(
	Amount of Line 20 Related to Security Hard Costs	0	0	0	(
25	Amount of line 20 Related to Energy Conservation Measures	0	0	0	(
26	Collateralization Expenses or Debt Service	0	0	0	
(1) To	be completed for Performance and Evaluation Report or a Revised Annual Statement. (2) To be Com	ppleted for the Performance and Evalua	ation Report.		
Signat	ure of Executive Director and Date:	Signature of Public Housing Dire	ector/Office of Native Americ	an Programs Administrator and	Date:

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

Grant Type and Number

PHA Name:

Capital Fund Program Grant No:

Federal FY of Grant: 2007 RHF (2nd)

Period Ending: 12/31/07

Replacement Housing Factor Grant No: TX59R00650207

4/1/2008

(2nd Increment)

Develop NumberNa Wide Ac	ame/HA-	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estir	mated Cost	Total Ac	tual Cost	Status of Work
					Original	Revised	Obligated	Expended	
Replacemen (RH	_	Development Activities	1499	N/A	2,682,078	2,682,078	0	0	Planning
		=== Sub Total 1499 ===			2,682,078	2,682,078	0	0	
		===GRAND TOTAL ===			2,682,078	2,682,078	0	0	

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part III: Implementation Schedule										
PHA Name: Grant Type and Number Federal FY of Grant: 2007 RHF(2nd) San Antonio Housing Authority Capital Fund Program No:										
San Antonio Housing Authority										
		Replaceme	ent Housing	g Factor No	: TX59R00	650207 (2n	ıd			
Period Ending: 12/31/07		Increment)				Apr-08			
Development NumberName/HA-Wide Activities		bligated (Quar Date 12/31/07)		All Funds Expended (Quarter Ending Date 12/31/07)			Reasons for Revised Target Dates			
	Original	Revised	Actual	Original	Revised	Actual				
Replacement Housing (RHF)	9/12/2009	2/2009 9/12/2009		9/12/2011 9/12/2011			No Change			

Annual Statement/Performance and Evaluation Report		U.S. Department of Housing Urban Development	g and	
Capital Fund Program Part 1: Summary		Office of Public and Indian Hou	ısing	
PHA Name	Grant Type and Number			Federal FY of Grant:
San Antonio Housing Authority	Capital Fund Program Grant	No: TX59P006501-05		2005 CFP
	Replacement Housing Factor Gra			
Original Annual Statement Reserve for disasters/ Emergencies	X Revised Annual Statement (revision no:)	Revision No. 5		Apr-08
P & E Report for Period Ending: 12/31/07	Final Performance & Evaluation			
Line No. Summary by Development Account	Total Estima	ated Costs	Total Actual (Cost
	Original	Revised	Obligated	Evnandad
1 Total Non-CGP Funds	Original	Reviseu	Obligated	Expended
2 1406 Operations	1,776,054	1,776,054	1,776,054	1,776,05
2 1400 Operations	1,770,034	1,770,034	1,770,034	1,770,03
3 1408 Management Improvements	254,469	432,222	432,222	432,22
4 1410 Administration	888,027	888,027	888,027	888,02
5 1411 Audit	0	0	0	
6 1415 Liquidated Damages	0	o	0	
7 1430 Fees and Costs	339,996	401,668	401,668	283,38
8 1440 Site Acquisition	5,475	5,475	5,475	5,47
9 1450 Site Improvement	458,281	379,009	379,009	232,21
10 1460 Dwelling Structures	4,332,442	4,297,098	4,297,098	3,313,96
11 1465.1 Dwelling Equipment - Nonexpendable	0	32,745	32,745	32,74
12 1470 Nondwelling Structures	15,000	0	0	
13 1475 Nondwelling Equipment	101,366	118,206	118,206	118,20
3 1 1	101,300	110,200	110,200	
14 1485 Demolition	0	0	0	N/
15 1490 Replacement Reserve	0	0	0	
16 1492 Moving To Work Demonstration	0	0	0	
17 1495.1 Relocation Costs	0	1,607	1,607	1,31
18 1499 Development Activities	161,000	0	0	
19 9000 Collaterization of Debt Service	548,163	548,163	548,163	548,16
	340,103	340,103	340,103	340,10
20 1502 Contingency (may not exceed 8% of line 19)	0	0	0	
21 Amount of Annual Grant (Sum of Lines 2-20)	8,880,273	8,880,273	8,880,273	7,631,76
22 Amount of line 21 Related LBP Activities	11,673	11,673	108,157	108,15
23 Amount of line 21 Related to Section 504 Compliance	1,023,956	1,030,756	852,423	852,13
· ·	1,023,730	1,030,730	002,423	002,13
24 Amount of line 21 Related to Security-Soft Costs	0	0	0	
25 Amount of line 21 Related to Security-Hard Costs	0	0	0	
24 Amount of line 21 Deleted to Ferror Comments Manager		1.055.017	4.055.047	755.00
26 Amount of line 21 Related to Energy Conservation Measures	0	1,055,216	1,055,216	755,38
(1) To be completed for Performance and Evaluation Report or a Revised Annual	Statement. (2) To be Completed for th	ne Performance and Evaluation Report.		
Signature of Executive Director and Date:		Office of Native American Programs Adn	ninistrator and Date:	

Annual Statement/Performance and Evaluation Report

U.S. Department of Housing and Urban Development

Capital Fund Program (CFP) Part II: Supporting Pages

Signature of Executive Director and Date:

Office of Public and Indian Housing

Signature of Public Housing Director/Office of Native American Programs Administrator and Date:

Grant Type and Number: Federal FY Grant: 2005 PHA Name: **Capital Fund Program Grant No:** 2005 CFP San Antonio Housing Authority TX59-P006-50105 12/31/07 8,880,273 8,880,273 8,880,273 7,631,765 Total Estimated **Total Actual Cost** Development Develop-Number/Name1 General Description of Major Quantity ment Status of Revised (2) **Funds** HA - Wide Work Categories Account Revised (1) Funds Proposed Work Activities Number Obligated (2) Expended (2) ACM/LBP Consulting Fees (06-116) TX 601 1430 100% 1,380 1,380 1,380 1,380 Complete Alazan Environmental Assessment (07-20) 1430 100% 6750 6750 In Progress LBP Consulting Fees (05-74) 1430 100% 600 Moved = = = Sub total 1430 = = = 1,980 8,130 8,130 1,380 Exterior Repairs and Painting (05-80) 1460 100% 235,666 235,666 235,666 235,666 Complete = = = Sub total 1460 = = = 235,666 235,666 235,666 235,666 = = Total: TX 601 = = 243,796 243,796 237,646 237,046 TX 601A LBP Consulting Fees (05-74) 1430 100% 600 Moved **Apache** = = = Sub total 1430 = = = 600 0 0 0 Total: TX 601A 600 0 0 0 TX 604 Wheatley ACM/LBP Consulting Fees (07-97) 1430 100% 1,850 1,850 1,850 Complete Courts = = = Sub total 1430 = = = 0 1,850 1,850 1,850 Repair/Replace Roof-Remove Existing and Install New 1460 100% 33,234 57,462 57,462 57,462 Complete Roofing Materials (05-55) = = = Sub total 1460 = = = 33,234 57,462 57,462 57,462 = = Total: TX 604 = = 33,234 59,312 59,312 59,312 (1) Te be completed for Performance and Evaluation Report or a Revised Annual Statement. (2) To be completed for the Performance and Evaluation Report.

	T							
TX 605 Lincoln Hts	Environmental Assessment - Air Monitoring & Project Administration (07-20)	1430	100%	0	26,750	26,750	13,013	In Progress
	ACM/LBP Consulting Fees (06-116)	1430	100%	1,830	1,830	1,830	1,830	Complete
	LBP Consulting Fees (05-42)	1430	100%	3,118	2,966	2,966	2,966	Complete
	= = = Sub total 1430 = = =			4,948	31,546	31,546	17,809	
	Repair/Replace Roof-Remove Existing and Install New Roofing Materials (05-55)	1460	100%	108,595	30,606	30,606	30,606	Complete
	Sub total 1460			108,595	30,606	30,606	30,606	
	= = Total: TX 605 = =			113,543	62,152	62,152	48,415	
TX 606 Cassiano Homes	Printing and Publications	1410	100%	187	187	187	187	Complete
Homes	Advertising	1410	100%	2,155	2,155	2,155	2,155	Complete
	Sub total 1410			2,342	2,342	2,342	2,342	
	ACM/LBP Consulting Fees (06-116)	1430	100%	2,200	2,200	2,200	2,200	Complete
	Environmental Assessment - Air Monitoring & Project Administration (07-20)	1430	100%	0	10,000	10,000	0	In Progress
	TDH Notification Fee	1430	100%	0	2,700	2,700	2,700	Complete
	LBP Consulting Fees (05-74)	1430	100%	475	0	0	0	Moved
	Environ/Air Monitoring (06-109)	1430	100%	17,742	17,742	17,742	17,742	Complete
	Exterior Repairs and Painting (06-88)	1430	100%	94,000	94,000	94,000	92,873	In Progress
	= = = Sub total 1430 = = =			114,417	126,642	126,642	115,515	
	Paint Ext. of Buildings and Install Trim in Specified Locations Throughout (06-87)	1460	100%	771,696	771,696	771,696	766,736	In Progress
	Sub total 1460			771,696	771,696	771,696	766,736	
	Total: TX 606			888,455	900,680	900,680	884,593	
TX 608 San								
Juan	Site and Drainage Improvements (06-01)	1450	100%	0	17,731	17,731	0	In Progress
	= = = Sub total 1450 = = =			0	17,731	17,731	0	
	= = Total: TX 608 = =		3	0	17,731	17,731	0	
TX 609 Sutton Homes	Structural Building Analysis (07-19)	1430	100%	2,650	2,650	2,650	2,600	In Progress

	Environmental Assessment (08-26)	1430	100%	0	1,950	1,950	0	In Progress
	= = = Sub total 1430 = = =			2,650	4,600	4,600	2,600	
	Site and Drainage Improvements (06-01)	1450	100%	0	47,850	47,850	19,788	In Progress
	Sub total 1450			0	47,850	47,850	19,788	
	Total: TX 609			2,650	52,450	52,450	22,388	
TX 613	6	1440	1000/	2.075	2.075	2.075	2.075	O-modete
San Juan	Survey = = = Sub total 1440 = = =	1440	100%	3,975	3,975	3,975 3,975	3,975 3,975	Complete
	Total: TX 613			3,975	3,975	3,975	3,975	
TX 614 Sutton Add.								
	Envirnomental Assessment (08-26)	1430	100%	0	650	650	0	In Progress
	= = = Sub total 1430 = = =			0	650	650	0	
	Total: TX 614			0	650	650	0	
TX 618								
Victoria Plaza	ACM Consulting Fees - Boiler Replacement (06-108)	1430	100%	1,220	1,220	1,220	1,220	Complete
Viotoria i iaza	Environ/Air Monitoring (06-96) Boiler Replacement	1430	100%	750	750	750		Complete
	Environ/Air Monitoring (07-08) Mech. Room	1430	100%	6,050	6,050	6,050	6,050	Complete
	TDH Notification Fee	1430	100%	114	454	454	·	Complete
	Review/Approval Plans & Specs (07-21)	1430	100%	7,932	7,932	7,932		In Progress
	Boiler Replacement Study (06-97)	1430	100%	4,975	4,975	4,975	4,975	Complete
	Exterior Assessment (Brick Failure Study) (07-35)	1430	100%	0	2,500	2,500	2,500	Complete
	= = = Sub total 1430 = = =			21,041	23,881	23,881	16,742	
	ACM Abatement of Boilers (06-110) Boiler Replacement	1460	100%	2,064	2,064	2,064	2,064	Complete
	ACM Abatement of Mechanical Rm. (07-40)	1460	100%	18,720	18,720	18,720	18,720	Complete
	Installation of New Boilers (07-07)	1460	100%	465,477	553,989	553,989	482,812	In Progress
	= = = Sub total 1460 = = =			486,261	574,773	574,773	503,596	
	= = Total: TX 618 = =			507,302	598,654	598,654	520,338	
TX 619	Advertising	1410	100%	526	526	526	526	Complete
	-		100%					•
villa Tranchese	Printing & Publication	1410	100%	132	132	132	132	Complete

	= = = Sub total 1410 = = =			658	658	658	658	
	TDH Notification Fee	1430	100%	706	706	706	706	Complete
	Survey of Building's Electrical Panels (07-99)	1430	100%	0	560	560	560	Complete
	= = = Sub total 1430 = = =			706	1,266	1,266	1,266	
	Installation of Sump Pump (08-04)	1460	100%	0	14,721	14,721	0	In Progress
	= = = Sub total 1460 = = =			0	14,721	14,721	0	
	Total: TX 619			1,364	16,645	16,645	1,924	
TX 620A San Juan Homes	Repair Playground Components and Refurbish Play Areas	1450	100%	5,000	0	0	0	Moved
Tiomes	Sub total 1450			5,000	0	0	0	
	Exterior Repair and Painting	1460	100%	150,000	0	0	0	Moved
	= = = Sub total 1460 = = =			150,000	0	0	0	
	Total: TX 620A			155,000	0	0	0	
TX 622 Villa Hermosa	Exterior Repair and Painting - Force Account (08-35)	1460	100%	0	65,291	65,291	0	In Progress
	Sub total 1450			0	65,291	65,291	0	
	Total: TX 622			0	65,291	65,291	0	
TX 623 Sun Park	Advertising	1410	100%	300	300	300	300	Complete
	= = = Sub total 1410 = = =			300	300	300	300	
	TDH Notification Fee	1430	100%	0	1,206	1,206	1,206	Complete
	Environ/Air Monitoring (07-75)	1430	100%	8,828	8,828	8,828	8,640	In Progress
	= = = Sub total 1430 = = =			8,828	10,034	10,034	9,846	
	Exterior Brick Repair	1460	100%	60,000	0	0	0	Moved
	Paint Fences and Handrails (08-09)	1460	100%	0	29,575	29,575	29,575	Complete
	ACM Abatement (07-17) 504 Accessibility Modifications (06-83)	1460 1460	100% 100%	12,200 140,800	12,200 180,802	12,200 180,802		Complete Complete
	= = = Sub total 1460 = = =		5	213,000	222,577	222,577	222,577	
	Purchase and Installation of Ranges (504)	1465	100%	0	4,874	4,874	4,874	Complete

	= = = Sub total 1465 = = =			0	4,874	4,874	4,874	
	Relocation (504)	1495	100%	0	284	284	284	Complete
	= = = Sub total 1495 = = =			0	284	284	284	
	Total: TX 623			222,128	238,068	238,068	237,881	
TY (2)								
TX 626 Tarry Towne	Site & Drainage Improvements (07-03)	1450	100%	175,388	72,543	72,543	66,750	In Progress
	= = = Sub total 1450 = = =			175,388	72,543	72,543	66,750	
	Total: TX 626			175,388	72,543	72,543	66,750	
				·				
TX 628 Fair Ave.	ACM/LBP Consulting Fees (07-85)	1430	100%	0	2,111	2,111	0	In Progress
	= = Sub total 1430 = = =	00	10070	0	2,111	2,111	0	
	Power Wash - Paint Ext. of Buildings and Repair Balconies (06-68)	1460	100%	498,000	498,000	498,000	498,000	Complete
	= = = Sub total 1460 = = =			498,000	498,000	498,000	498,000	
	Total: TX 628			498,000	500,111	500,111	498,000	
TX 629								
Blanco Apts	ACM/LBP Consulting Fees (07-84)	1430	100%	0	2,224	2,224	2,224	Complete
	A/E Fees - Mechanical Systems (08-18)	1430	100%	0	4,850	4,850	0	In Progress
	= = = Sub total 1430 = = =			0	7,074	7,074	2,224	
	Site and Drainage Improvements (07-03)	1450	100%	0	118,266	118,266	83,572	In Progress
	= = = Sub total 1450 = = =			0	118,266	118,266	83,572	
	Exterior Repair and Painting (08-19)	1460	100%	150,000	231,400	231,400	73,280	In Progress
	Installation of 2 Sump Pumps (08-03)	1460	100%	0	9,172	9,172	9,172	Complete
	Boiler Replacement (08-11)	1460	100%	0	425,489	425,489	225,445	In Progress
	Install Patio Doors	1460	100 ea.	120,000	0	0	0	Moved
	Repair/Replacement of Water Dist. System	1460	100%	125,000	0	0	0	Moved
	Experimental Model Unit	1460	100%	15,000	0	0	0	Moved
	Installation of Fire Pump	1460	100%	35,000	0	0	0	Moved
	= = = Sub total 1460 = = =		6	445,000	666,061	666,061	307,897	
	= = Total: TX 629 = =			445,000	791,400	791,400	393,693	

TX 630 Chatham Apts	Site and Drainage Improvements (06-03)	1450	100%	0	20,272		0	In Progress
	= = = Sub total 1450 = = =			0	20,272	20,272	0	
	Total: TX 630			0	20,272	20,272	0	
					- 1	•		
TX 631 Riverside	Site and Drainage Improvements (06-01)	1450	100%	0	8,539	8,539	2,170	In Progress
	= = = Sub total 1450 = = =			0	8,539	8,539	2,170	
	Replace Stair Treads	1460	100%	10,000	0	0	0	Moved
	= = = Sub total 1460 = = =			10,000	0	0	0	
	= = Total: TX 631 = =			10,000	8,539	8,539	2,170	
				. 0,000	2,007	2,30,	_,.,0	
TX 633B Le Chalet	ACM/LBP Consulting Fees (07-95)	1430	100%	0	1,850	1,850	1,850	Complete
	= = = Sub total 1430 = = =			0	1,850	1,850	1,850	
	Total: TX 633B			0	1,850	1,850	1,850	
					·	·		
TX 634 Cheryl West	Installation of Retaining Walls (Foundation Stabilization)	1450	100%	45,100	0	0	0	Moved
	Installation of Driveway Aprons	1450	6530 SF	65,300	0	0	0	Moved
	Asphalt Repairs to Driveway and Parking Areas	1450	10497 SF	104,973	0	0	0	Moved
	Installation of Curbs and Sidewalk Repairs	1450	4520 SF	45,200	0	0	0	Moved
	Drainage Correction	1450	100%	56,100	0	0	0	Moved
	Install Steel Picket Perimeter Fencing (07-09)	1450	380 LF	20,160	18,250	18,250	18,250	Complete
	= = = Sub total 1450 = = =			336,833	18,250	18,250	18,250	
	Reroofing (08-12)	1460	100%	0	309,440	309,440	0	In Progress
	Sub total 1460			0	309,440	309,440	0	
	Total: TX 634			336,833	327,690	327,690	18,250	
	Total: 1X 004			550,555	027,070	021,070	.0,200	
<u>Dispersed</u> <u>Housing and</u> <u>Scattered Sites</u>								
TX 637 Dispersed Housing	Site Improvements - Sidewalk Repair/Replacement / Drainage / Sod & Top Soil / Fencing	1450	100%	7,143	0	0	0	Moved

	= = = Sub total 1450 = = =			7,143	0	0	0	
	Reroofing (Removal of Old and Installation of New), to Include Gutters and Downspouts (08-14)	1460	4.6 ea	7,143	16,073	16,073	0	In Progress
	MEP Modifications and Replacements	1460	100%	7,143	0	0	0	Moved
	Exterior Repair and Painting	1460	100%	12,714	0	0	0	Moved
	= = = Sub total 1460 = = =			27,000	16,073	16,073	0	
	Total: TX 637			34,143	16,073	16,073	0	
TX 661 Scattered Sites	Site Improvements - Sidewalk Repair/Replacement / Drainage / Sod & Top Soil / Fencing	1450	100%	7,143	0	0	0	Moved
	= = = Sub total 1450 = = =			7,143	0	0	0	
	Reroofing (Removal of Old and Installation of New), to Include Gutters and Downspouts (08-14)	1460	3 ea	7,143	8,782	8,782	0	In Progress
	MEP Modifications and Replacements	1460	100%	7,143	0	0	0	Moved
	Exterior Repair and Painting	1460	100%	12,714	0	0	0	Moved
	= = = Sub total 1460 = = =			27,000	8,782	8,782	0	
	Total: TX 661			34,143	8,782	8,782	0	
TX 662 Scattered Sites	Site Improvements - Sidewalk Repair/Replacement / Drainage / Sod & Top Soil / Fencing	1450	100%	7,143	0	0	0	Moved
	= = = Sub total 1450 = = =			7,143	0	0	0	
	Reroofing (Removal of Old and Installation of New), to Include Gutters and Downspouts (08-14)	1460	9 ea	7,143	30,609	30,609	0	In Progress
	MEP Modifications and Replacements	1460	100%	7,143	0	0	0	Moved
	Exterior Repair and Painting	1460	100%	12,714	0	0	0	Moved
	= = = Sub total 1460 = = =			27,000	30,609	30,609	0	
	Total: TX 662			34,143	30,609	30,609	0	
TX 663	†							
Scattered	Site Improvements - Sidewalk Repair/Replacement / Drainage / Sod & Top Soil / Fencing	1450	100%	7,143	0	0	0	Moved
Sites								
	= = = Sub total 1450 = = =	•		7,143	0	0	0	
	Reroofing (Removal of Old and Installation of New), to Include Gutters and Downspouts (08-14)	1460	8 3 ea.	7,143	9,824	9,824	0	In Progress

	MEP Modifications and Replacements	1460	100%	7,143	0	0	0	Moved
	Exterior Repair and Painting	1460	100%	12,714	0	0	0	Moved
	= = = Sub total 1460 = = =			27,000	9,824	9,824	0	
	Total: TX 663			34,143	9,824	9,824	0	
TX 668	_							
Scattered	Site Improvements - Sidewalk Repair/Replacement / Drainage / Sod & Top Soil / Fencing	1450	100%	7,143	0	0	0	Moved
Sites	= = = Sub total 1450 = = =			7,143	0	0	0	
	Reroofing (Removal of Old and Installation of New), to Include Gutters and Downspouts (08-14)	1460	2 ea.	7,143	0	0	0	Moved
	MEP Modifications and Replacements	1460	100%	7,143	0	0	0	Moved
	Exterior Repair and Painting	1460	100%	12,714	0	0	0	Moved
	= = = Sub total 1460 = = =			27,000	0	0	0	
	Total: TX 668			34,143	0	0	0	
TX 699								
Scattered Sites	Site Improvements - Sidewalk Repair/Replacement / Drainage / Sod & Top Soil / Fencing	1450	100%	7,143	0	0	0	Moved
0103								
	= = = Sub total 1450 = = =			7,143	0	0	0	
	= = Sub total 1450 = = = Reroofing (Removal of Old and Installation of New), to Include Gutters and Downspouts (08-14)	1460	15 ea.	7,143 7,143	0 50,966			In Progress
	Reroofing (Removal of Old and Installation of New), to	1460 1460	15 ea. 100%					In Progress Moved
	Reroofing (Removal of Old and Installation of New), to Include Gutters and Downspouts (08-14)			7,143				-
	Reroofing (Removal of Old and Installation of New), to Include Gutters and Downspouts (08-14) MEP Modifications and Replacements	1460	100%	7,143 7,143				Moved
	Reroofing (Removal of Old and Installation of New), to Include Gutters and Downspouts (08-14) MEP Modifications and Replacements Exterior Repair and Painting	1460	100%	7,143 7,143 12,714	50,966 0 0	50,966 0 0	0 0 0	Moved
TX 6123	Reroofing (Removal of Old and Installation of New), to Include Gutters and Downspouts (08-14) MEP Modifications and Replacements Exterior Repair and Painting = = Sub total 1460 = = =	1460	100%	7,143 7,143 12,714 27,000	50,966 0 0 50,966	50,966 0 5 0,966	0 0 0	Moved
TX 6123 Scattered	Reroofing (Removal of Old and Installation of New), to Include Gutters and Downspouts (08-14) MEP Modifications and Replacements Exterior Repair and Painting = = Sub total 1460 = = = Total: TX 699 Site Improvements - Sidewalk Repair/Replacement /	1460	100%	7,143 7,143 12,714 27,000	50,966 0 0 50,966	50,966 0 5 0,966	0 0 0	Moved
	Reroofing (Removal of Old and Installation of New), to Include Gutters and Downspouts (08-14) MEP Modifications and Replacements Exterior Repair and Painting = = Sub total 1460 = = = Total: TX 699	1460 1460	100%	7,143 7,143 12,714 27,000 34,143	50,966 0 0 50,966	50,966 0 50,966 50,966	0 0 0	Moved Moved
Scattered	Reroofing (Removal of Old and Installation of New), to Include Gutters and Downspouts (08-14) MEP Modifications and Replacements Exterior Repair and Painting = = Sub total 1460 = = = Total: TX 699 Site Improvements - Sidewalk Repair/Replacement /	1460 1460	100%	7,143 7,143 12,714 27,000 34,143	50,966 0 0 50,966	50,966 0 50,966 50,966	0 0 0	Moved Moved
Scattered	Reroofing (Removal of Old and Installation of New), to Include Gutters and Downspouts (08-14) MEP Modifications and Replacements Exterior Repair and Painting = = Sub total 1460 = = = Total: TX 699 Site Improvements - Sidewalk Repair/Replacement / Drainage / Sod & Top Soil / Fencing	1460 1460	100%	7,143 7,143 12,714 27,000 34,143	50,966 0 50,966 50,966	50,966 0 50,966 50,966	0 0 0	Moved Moved
Scattered	Reroofing (Removal of Old and Installation of New), to Include Gutters and Downspouts (08-14) MEP Modifications and Replacements Exterior Repair and Painting = = Sub total 1460 = = Total: TX 699 Site Improvements - Sidewalk Repair/Replacement / Drainage / Sod & Top Soil / Fencing = = Sub total 1450 = = Reroofing (Removal of Old and Installation of New), to	1460 1460 1450	100%	7,143 7,143 12,714 27,000 34,143 7,143	50,966 0 50,966 50,966	50,966 0 50,966 50,966	0 0 0	Moved Moved
Scattered	Reroofing (Removal of Old and Installation of New), to Include Gutters and Downspouts (08-14) MEP Modifications and Replacements Exterior Repair and Painting = = Sub total 1460 = = = Total: TX 699 Site Improvements - Sidewalk Repair/Replacement / Drainage / Sod & Top Soil / Fencing = = Sub total 1450 = = = Reroofing (Removal of Old and Installation of New), to Include Gutters and Downspouts (08-14)	1460 1460 1450	100% 100% 100%	7,143 7,143 12,714 27,000 34,143 7,143 7,143	50,966 0 50,966 50,966	50,966 0 50,966 50,966	0 0 0	Moved Moved Moved In Progress
Scattered	Reroofing (Removal of Old and Installation of New), to Include Gutters and Downspouts (08-14) MEP Modifications and Replacements Exterior Repair and Painting = = Sub total 1460 = = = Total: TX 699 Site Improvements - Sidewalk Repair/Replacement / Drainage / Sod & Top Soil / Fencing = = Sub total 1450 = = = Reroofing (Removal of Old and Installation of New), to Include Gutters and Downspouts (08-14) MEP Modifications and Replacements	1460 1460 1450 1460 1460	100% 100% 100%	7,143 7,143 12,714 27,000 34,143 7,143 7,143 7,143	50,966 0 50,966 50,966	50,966 0 50,966 50,966	0 0 0 0	Moved Moved Moved In Progress Moved

	Total: TX 6123			34,143	9,131	9,131	0	
TX 641 San Pedro Arms	Site and Drainage Improvements (06-03)	1450	100%	0	19,776	19,776	0	In Progress
Aiiis	= = = Sub total 1450 = = =			0	19,776	19,776	0	
	Total: TX 641			0	19,776	19,776	0	
	Total: TX 0 1 1				17/110	. 77.70	, and the second	
TX 642 WC White	Pick Up/Delivery of Appliances	1410	100%	385	0	0	0	Moved
	Salaries - Administrative	1410	100%	0	386	386	385	Complete
	= = = Sub total 1410 = = =			385	386	386	385	
	ACM/LBP Consulting Fees	1430	100%	0	1,568	1,568	1,568	Complete
	Material Testing (07-04)	1430	100%	0	13,468	13,468	4,646	In Progress
	Comprehensive Modernization (05-86)	1430	100%	62,763	87,128	87,128	80,302	In Progress
	= = = Sub total 1430 = = =			62,763	102,164	102,164	86,516	
	Abatement of Building's Exterior (06-37)	1460	100%	0	32,500	32,500	0	In Progress
	Phone and Cable Line Installation/Repair (07-65)	1460	100%	0	3,408	3,408	3,408	Complete
	Material Storage From Phase I Modernization	1460	100%	964	964	964	964	Complete
	= = = Sub total 1460 = = =			964	36,872	36,872	4,372	
	Total: TX 642			64,112	139,422	139,422	91,273	
TX 643								
Highview	Site and Drainage Improvements (06-03)	1450	100%	0	3,360	3,360	0	In Progress
	= = = Sub total 1450 = = =			0	3,360	3,360	0	
	= = Total: TX 643 = =			0	3,360	3,360	0	
TX 644 Cross Creek	ACM/LBP Consulting Fees (06-116)	1430	1000/			4 470	1 470	Complete
		1430	100%	1,470	1,470	1,470	1,470	Complete
li	= = = Sub total 1430 = = =	1430	100%	1,470 1,470	1,470 1,470	1,470 1,470	1,470 1,470	Complete
	= = = Sub total 1430 = = = Upgrade Playgrounds	1450	100%					Moved
	Upgrade Playgrounds = = = Sub total 1450 = = =	1450	100%	1,470 30,000 30,000	1,470	1,470	1,470	Moved
	Upgrade Playgrounds			1,470 30,000	1,470	1,470	1,470 0	·
	Upgrade Playgrounds = = = Sub total 1450 = = =	1450	100%	1,470 30,000 30,000	1,470	1,470	1,470 0	Moved
	Upgrade Playgrounds = = = Sub total 1450 = = = Construct Laundry Room	1450	100%	1,470 30,000 30,000 34,448	1,470 0 0 0	1,470 0 0 0	1,470 0 0 0	Moved
TX 645 Park Square	Upgrade Playgrounds = = = Sub total 1450 = = = Construct Laundry Room = = = Sub total 1460 = = =	1450	100%	30,000 30,000 34,448 34,448	1,470 0 0 0	1,470 0 0 0	1,470 0 0 0	Moved

	Total: TX 645			0	4,636	4,636	0	
TX 650 Francis Furey	Advertising	1410	100%	244	244	244	244	Complete
	= = = Sub total 1410 = = =			244	244	244	244	
	504 Accessibility - Abatement (06-115)	1460	100%	7,595	7,595	7,595	6,845	In Progress
	504 Accessibility - Modifications (06-82)	1460	100%	216,600	263,052	263,052	263,052	Complete
	= = = Sub total 1460 = = =			224,195	270,647	270,647	269,897	
	504 Accessibility - Modifications (06-82) Appliances	1465	100%	0	6,409	6,409	6,409	Complete
	= = = Sub total 1465 = = =			0	6,409	6,409	6,409	
	Total: TX 650			224,439	277,300	277,300	276,550	
TX 653	Sidewalk Repairs	1450	2740 SF	27,400	0	0	0	Moved
Pin Oak II	Asphalt Repairs to Driveway and Parking Areas	1450	2630 SF	26,300	0	0	0	Moved
	ADA Ramp Installation	1450	350 SF	3,500	0	0	0	Moved
	Install Steel Picket Fencing (07-34)	1450	264 LF	13,780	12,655	12,655	12,655	Complete
	Installation of Pedestrian and Vehicular Gates (07-55)	1450	100%	10,000	10,775	10,775	10,775	Complete
	= = = Sub total 1450 = = =			80,980	23,430	23,430	23,430	
	Reroofing to included removal of old & Installation of new	1460	100%	87,600	0	0	0	Moved
	Installation of Utility Doors	1460	100%	13,100	0	0	0	Moved
	Sub total 1460			100,700	0	0	0	
	= = Total: TX 653 =			181,680	23,430	23,430	23,430	
TX 654 Col Cisneros	Site and Drainage Improvements (07-03)	1450	100%	0	7,888	7,888	1,783	In Progress
	= = = Sub total 1450 = = =			0	7,888	7,888	1,783	
	Total: TX 654			0	7,888	7,888	1,783	
TX 655								
Matt Garcia	Advertising	1410	100%	313	313	313	313	Complete
	= = = Sub total 1410 = = =			313	313	313	313	
	Environmental Air Monitoring (07-05)	1430	11 100%	6,668	6,668	6,668	1,125	In Progress
	TDH Notification Fee	1430	100%	0	1,298	1,298	1,298	Complete

	= = = Sub total 1430 = = =			6,668	7,966	7,966	2,423	
	504 Accessibility Modifications (06-83)	1460	100%	206,300	242,562	242,562	242,562	Complete
	ACM Abatement (Dwelling (07-17)	1460	100%	6,800	6,800	6,800	6,800	Complete
	= = = Sub total 1460 = = =		.0070	213,100	249,362	249,362	249,362	oop.oto
		14/5	1000/	213,100		·		0
	Appliances 504	1465	100%	0	7,310	7,310	·	Complete
	= = = Sub total 1465 = = =			0	7,310	7,310	7,310	
	Relocation 504	1495	100%	0	1,323	1,323	1,031	In Progress
	= = = Sub total 1495 = = =			0	1,323	1,323	1,031	
	Total: TX 655			220,081	266,274	266,273	260,439	
TX 656								
LC Rutledge	Advertising	1410	100%	373	373	373	373	Complete
	= = = Sub total 1410 = = =			373	373	373	373	
	Environ/Air Monitoring (06-111)	1430	100%	13,695	13,695	13,695	13,695	Complete
	= = = Sub total 1430 = = =			13,695	13,695	13,695	13,695	
	ACM Abatement (06-115)	1460	100%	6,305	6,305	6,305	5,555	In Progress
	504 Accessibility Modifications (06-82)	1460	100%	138,900	92,448	92,448	92,448	Complete
	= = = Sub total 1460 = = =			145,205	98,753	98,753	98,003	
	504 Accessibility Modifications (06-82) Appliances	1465	100%	0	4,276	4,276	4,276	Complete
	= = = Sub total 1465 = = =			0	4,276	4,276	4,276	
	Total: TX 656			159,273	117,097	117,097	116,347	
TX 659	Advertising	1410	100%	313	313	313	313	Complete
OP Schnabel	= = = Sub total 1410 = = =			313	313	313	313	•
	504 Accessibility Modifications (06-83)	1460	100%	290,400	39,208	39,208	39,208	Complete
	= = = Sub total 1460 = = =			290,400	39,208	39,208	39,208	
	504 Accessibility Modifications (06-83) Appliances	1465	100%	0	9,876	9,876	9,876	Complete
	= = = Sub total 1465 = = =			0	9,876	9,876	9,876	
	Total: TX 659			290,713	49,397	49,397	49,397	
					,		,5,,	
TX 6124 Frank Hornsby	Install Vehicular Gate (07-32)	1450	100% 12	0	16,470	16,470	16,470	Complete
	Paint Fences and Handrails (08-09)	1450	100%	0	30,580	30,580	30,580	Complete
	= = = Sub total 1450 = = =			0	47,050	47,050	47,050	

	Total: TX 6124			0	47,050	47,050	47,050	
TX 600 PHA Wide	Operations	1406	100%	1,776,054	1,776,054	1,776,054	1,776,054	Complete
	= = = Sub total 1406 = = =			1,776,054	1,776,054	1,776,054	1,776,054	
	SOFTWARE: New software and upgrades MAINTENANCE: Software Maintenance Install Phone/Computer Lines LICENSES: Software licenses	1408 1408 1408 1408	100% 100% 100% 100%	153,953 20,516 30,000 50,000	247,110 0 17,730 167,381	247,110 0 17,730 167,381	247,110 0 17,730 167,381	Complete Moved Complete Complete
	= = = Sub total 1408 = = =			254,469	432,222	432,222	432,222	
	Administrative Salaries Salaries - Non-Technical Advertising Salaries - Technical Legal Expenses Office Rent Office Supplies Printing and Publications Sundry Salaries/Advertising/Office Rent/Sundry	1410 1410 1410 1410 1410 1410 1410 1410	100% 100% 100% 100% 100% 100% 100% 100%	273,303 3,709 8,842 458,646 1,881 122,468 61 371 80 13,738	276,586 3,709 9,267 468,366 2,191 122,468 61 371 80 0	276,586 3,709 9,267 468,366 2,191 122,468 61 371 80 0	276,586 3,709 9,267 468,366 2,191 122,468 61 371 80 0	Complete Complete Complete Complete Complete Complete Complete Complete Complete Moved
	= = = Sub total 1410 = = =			883,100	883,098	883,098	883,098	
	Engineering Surveys at various properties Lead Based Paint Testing (06-102) Physical Needs Assessment (1) (06-80) Physical Needs Assessment (2) (06-104) Physical Needs Assessment (3) (06-119) Geo Technical Services (07-79) EPC Consulting (05-33)	1430 1430 1430 1430 1430 1430 1430	100% 100% 100% 100% 100% 100%	2,000 3,500 3,500 2,000 1,500 2,500 46,230	0 1,200 3,500 2,000 1,500 2,310 46,230	0 1,200 3,500 2,000 1,500 2,310 46,230	0 1,200 3,500 2,000 1,500 0	Moved Complete Complete Complete Complete In Progress In Progress
	= = = Sub total 1430 = = =			61,230	56,740	56,740	8,200	
	Surveys and Maps (06-103)	1440	100%	1,500	1,500	1,500	1,500	Complete
	= = = Sub total 1440 = = =			1,500	1,500	1,500	1,500	
	504 Accessibility Modifications - Various Sites - Environmental	1460	100%	17,056	0	0	0	Moved
	= = = Sub total 1460 = = =			17,056	0	0	0	
	NETWORKING (LAN/WAN/TEL) : Hardware COMPUTER HARDWARE: Technology Upgrades Vehicles for CFP Project Managers	1475 1475 1475	100% 100% 100%	11,066 50,366 39,935	0 36,308 81,898	0 36,308 81,898	81,898	Moved Complete Complete
	= = Sub total 1475 = = = Development Activities	1499	100% 13	101,366 161,000	118,206 0	118,206 0	118,206 0	Moved
	Sub total 1499			161,000	0	0	0	
	CFFP Debt Service	9000	100%	548,163	548,163	548,163	548,163	Complete
II	= = = Sub total 9000 = = =			548,163	548,163	548,163	548,163	

= = SUB TOTAL PHA WIDE = =		3,803,938	3,815,982	3,815,982	3,767,442	
TOTAL MOD PROGRAM		8,880,273	8,880,273	8,880,273	7,631,765	

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

PHA Name:

Grant Type and Number

San Antonio Housing Authority

Capital Fund Progr

Capital Fund Program No: TX59-P006-50105

Replacement Housing Factor No: ___

Federal FY of Grant: 2005 CFP

Apr-08

Development Number Name/HA-Wide Activities	All Fund C	Obligated Ending Date)	(Quarter	All Funds Expe	ended Ending Date)	(Quarter	Reasons for Revised Target Dates 12/31/2007 (OB End: 11/17/09 EX End: 11/17/11)
	Original	Revised	Actual	Original	Revised	Actual	
TEX 601 Alazan Courts	8/17/2007	8/17/2007	8/17/2007	8/17/2009	11/17/2011		Additional Work Needed
TEX 601A Apache	8/17/2007	N/A	N/A	8/17/2009	N/A	N/A	Moved Item
TEX 604 Wheatley Courts	8/17/2007	8/17/2007	8/17/2007	8/17/2009	8/17/2007	8/17/2007	Complete
TEX 605 Lincoln Heights	8/17/2007	8/17/2007	8/17/2007	8/17/2009	8/17/2007	8/17/2007	Complete
TEX 606 Cassiano Homes	8/17/2007	8/17/2007	8/17/2007	8/17/2009	11/17/2011		Additional Work Needed
TEX 608 San Juan Homes	N/A	12/31/2007	12/31/2007	N/A	11/17/2011		Additional Work Needed
TEX 609 Sutton Homes	8/17/2007	8/17/2007	8/17/2007	8/17/2009	11/17/2011		Additional Work Needed
TEX 613 San Juan Homes Annex	8/17/2007	8/17/2007	8/17/2007	8/17/2009	12/31/2007	12/31/2007	Complete
TEX 614 Sutton Homes	N/A	12/31/2007	12/31/2007	N/A	11/17/2011		Additional Work Needed
TEX 618 Victoria Plaza	8/17/2007	8/17/2007	8/17/2007	8/17/2009	11/17/2011		Additional Work Needed

TEX 619 Villa Tranchese	8/17/2007	8/17/2007	8/17/2007	8/17/2009	11/17/2011		Additional Work Needed
TEX 620A San Juan Addiditon	8/17/2007	N/A	N/A	8/17/2009	N/A	N/A	N/A
TEX 622 Villa Hermosa	N/A	12/31/2007	12/31/2007	N/A	11/17/2011		Added Work Item
TEX 623 Sun Park Lane	8/17/2007	8/17/2007	8/17/2007	8/17/2009	11/17/2011		Additional Work Needed
TEX 626A Tarry Town	8/17/2007	8/17/2007	8/17/2007	8/17/2009	11/17/2011		Additional Work Needed
TEX 628 Fair Avenue	8/17/2007	8/17/2007	8/17/2007	8/17/2009	11/17/2011		Additional Work Needed
TEX 629 Blanco Apts.	8/17/2007	8/17/2007	8/17/2007	8/17/2009	11/17/2011		Additional Work Needed
TEX 630 Lewis Chatham	N/A	12/31/2007	12/31/2007	N/A	11/17/2011		Additional Work Needed
TEX 631 Riverside	8/17/2007	8/17/2007	8/17/2007	8/17/2009	11/17/2011		Additional Work Needed
TEX 634 Cheryl West Apts	8/17/2007	8/17/2007	8/17/2007	8/17/2009	11/17/2011		Additional Work Needed
TEX 637 Dispersed Housing	8/17/2007	8/17/2007	8/17/2007	8/17/2009	11/17/2011		Additional Work Needed
TEX 642 WC White	8/17/2007	8/17/2007	8/17/2007	8/17/2009	11/17/2011		Additional Work Needed
TEX 643 Higiview	N/A	12/31/2007	12/31/2007	N/A	11/17/2011		Added Work Item
TEX 644 Cross Creek	8/17/2007	12/31/2007	12/31/2007	8/17/2009	11/17/2011		Complete
TEX 645 Park Square	N/A	12/31/2007	12/31/2007	N/A	11/17/2011		Additional Work Needed

TEX 650 Francis Furey Apts	8/17/2007	11/17/2011	11/17/2011	8/17/2009	11/17/2011		Additional Work Needed
TEX 653 Pin Oak II	8/17/2007	8/17/2007	8/17/2007	8/17/2009	12/31/2007	12/31/2007	Complete
TEX 654 Col. J. George Cisneros	N/A	12/31/2007	12/31/2007	N/A	11/17/2011		Additional Work Needed
TEX 655 Matt Garcia	8/17/2007	8/17/2007	8/17/2007	8/17/2009	11/17/2011		Additional Work Needed
TEX 656 LC Rutledge	8/17/2007	8/17/2007	8/17/2007	8/17/2009	11/17/2011		Additional Work Needed
TEX 659 O P Schnabel	8/17/2007	8/17/2007	8/17/2007	8/17/2009	12/31/2007	12/31/2007	Complete
TEX 661 Scattered Sites	8/17/2007	8/17/2007	8/17/2007	8/17/2009	11/17/2011		Additional Work Needed
TEX 662 Scattered Sites	8/17/2007	8/17/2007	8/17/2007	8/17/2009	11/17/2011		Additional Work Needed
TEX 663 Scattered Sites	8/17/2007	8/17/2007	8/17/2007	8/17/2009	11/17/2011		Additional Work Needed
TEX 668 Scattered Sites	8/17/2007	N/A	N/A	8/17/2009	N/A	N/A	Moved
TEX 699 Scattered Sites	8/17/2007	8/17/2007	8/17/2007	8/17/2009	11/17/2011		Additional Work Needed
TEX 6123 Scattered Sites	8/17/2007	8/17/2007	8/17/2007	8/17/2009	11/17/2011		Additional Work Needed
TEX 6124 Frank Hornsby	N/A	12/31/2007	12/31/2007	N/A	12/31/2007	12/31/2007	Complete
TEX 600 PHA Wide							
1406 Operations	12/31/2005	12/31/2005	12/31/2005	12/31/2005	12/31/2005	12/31/2005	Complete

1408 Management Imp	8/17/2007	8/17/2007	12/31/2007	8/17/2009	12/31/2007	12/31/2007	Complete
1410 Administration	8/17/2007	8/17/2007	12/31/2007	8/17/2009	12/31/2007	12/31/2007	Complete
1430 Consultant Fees	8/17/2007	8/17/2007	8/17/2007	8/17/2009	11/17/2011		Additional Work Needed
1460 Dwelling Structures	8/17/2007	N/A	N/A	8/17/2009	N/A	N/A	Moved
1470 Non-Dwelling Structures	8/17/2007	N/A	N/A	8/17/2009	N/A	N/A	Moved
1475 Non-Dwelling Equipment	8/17/2007	8/17/2007	8/17/2007	8/17/2009	12/31/2007	12/31/2007	Complete
1499 Development Activities	8/17/2007	N/A	N/A	8/17/2009	N/A	N/A	Moved
9000 CFFP Debt Services	8/17/2007	8/17/2007	8/17/2007	8/17/2009	12/31/2007	12/31/2007	Complete

HA Na	I Fund Program and Capital Fund Program Rep Ime	Grant Type and Number			Federal FY of Grant:
an Ant	onio Housing Authority	Capital Fund Program Grant N	o: TX59P006501-06		2006 CFP
		Replacement Housing Factor Gran	t No:	•	
C	riginal Annual Statement Reserve for disasters/ Emergencies	Revised Annual Statement (revision no: 2)			Revised June, 200
	Performance and Evaluation Report for Period Ending: 12/31/07	Final Performance & Evaluation			
ine No.	Summary by Development Account	Total Estimate	d Costs	Total Actual C	Cost
		Original	Revised (2)	Obligated	Expended
1	Total Non-CGP Funds	0	0	0	
2	1406 PH Improvements	1,757,905	1,757,905	1,757,905	1,757,9
3	1408 Management Improvements	260,000	260,000	256,407	256,4
4	1410 Administration	878,952	878,952	500,378	500,3
5	1411 Audit	0	0	0	
6	1415 Liquidated Damages	0	0	0	
7	1430 Fees and Costs	10,500	696,750	0	
8	1440 Site Acquisition	10,000	0	0	
9	1450 Site Improvement	1,263,915	110,000	0	
10	1460 Dwelling Structures	2,007,601	1,352,509	0	
11	1465.1 Dwelling Equipment - Nonexpendable	10,000	0	0	
12	1470 Nondwelling Structures	23,000	1,335,757	0	
13	1475 Nondwelling Equipment	175,000	145,000	76,387	76,3
14	1485 Demolition	0	0	0	
15	1490 Replacement Reserve	0	0	0	
16	1492 Moving To Work Demonstration	0	0	0	
17	1495.1 Relocation Costs	200,000	60,000	0	
18	1499 Development Activities	0	0	0	
19	9000 Collaterization of Debt Service	2,192,651	2,192,651	2,192,650	1,644,4
20	1502 Contingency (may not exceed 8% of line 19)	0	0	0	
21	Amount of Annual Grant (Sum of Lines 2-20)	8,789,524	8,789,524	4,783,727.35	4,235,564.7
22	Amount of line 21 Related LBP Activities	6,500	1,107,610	0	
23	Amount of line 21 Related to Section 504 Compliance	10,000	0	0	
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				
I) To be	completed for Performance and Evaluation Report or a Revised Ann	ual Statement. (2) To be Completed for the	Performance and Evaluation Report.		
	re of Executive Director and Date:	Signature of Public Housing Director/Of	·	nistrator and Data.	

Annual Stat	ement/Performance and Evaluation	Report		U.S. Department o	f Housing and Ur	ban Development		
Capital Fund P	rogram (CFP) Part II: Supporting Pages	3		Office of Public and	d Indian Housing			
					For Per	riod Ending: 12/31/07		
PHA Name:						Federal FY G		
San Antonio Ho	using Authority			Do	riod Ending: 12/	Revised Jui	ne, 2008	1
Development		Develop-		Total Estimated	riou Ename. 12/	Total Actual Cost		
Number/Name]	General Description of Major	ment	Quantity					Status of
HA - Wide	Work Categories	Account		Original	Revised (2)	Funds	Funds	Proposed Wo
Activities		Number			0	Obligated (2) 0	Expended (2) 0	
TX 603		Ī						
	Environmental Assessment	1430	100%	0	9,810	0	0	Planning
	Environmental Air Monitoring of Abatement Work	1430	100%	0	40,000	0	0	Planning
	A/E & MEP Fees	1430	100%	0	155,940	0	0	
	=== Sub total 1430 ===			0	205,750	0	0	Planning
					200,100	•	-	
	Abatement of Environmentally Hazardous Materials	1470	100%	0	345,000	0	0	Planning
	Renovation of Interior and Exterior	1470	100%	0	990,757	0	0	Planning
	= = = Sub total 1470 = = =			0	1,335,757	0	0	
	Total: TX 603			0	1,541,507	0	0	
FX 612 Veramendi	Installation of Site Lighting	1450	100%	15,000	0	0	0	Moved
	= = = Sub total 1450 = = =			15,000	0	0	0	
	Total: TX 612			15,000	0	0	0	
TX 618 Victoria Plaza	Interior Renovations to Common Areas	1430	100%	0	32,000	0	0	Planning
	=== Sub total 1430 ===			0	32,000	0	0	
	Exterior Brick Repair	1460	100%	100,000	0	0	0	Moved
	Installation of Entry Doors	1460	100%	18,000	0	0	0	Moved
	=== Sub total 1460 ===			118,000	0	0	0	
	= = Total: TX 618 = =			118,000	32,000	0	0	

] [l				
epairs To Service Elevator	1460	100%	55,000	0	0	0	Moved
nstallation of Sump Pump	1460	100%	25,000	0	0	0	Moved
elocate Backflow Preventor	1460	100%	25,000	0	0	0	Moved
= = = Sub total 1460 = = =			105,000	0	0	0	
Total: TX 619			105,000	0	0	0	
10000			200,000	,	· ·	•	
Exterior Repair/Painting (08-35)	1460	100%	0	54,709	0	0	In Progress
							-
=== Sub total 1460 ===			0	54,709	0	0	
Total: TX 622			0	54,709	0	0	
ite Improvements ⁻ Repair Sidewalks	1450	1000 Sq Ft	10,000	0	0	0	Moved
= = = Sub total 1450 = = =			10.000	0	0	0	
nstallation of Window Screens	1460	100%	2,600	0	0	0	Moved
= = = Sub total 1460 = = =			2,600	0	0	0	
m. 4. 21 my 40.4			10.000	0	0		
10tal· 1A 024			12,600	U	U	0	
orrect Drainage in Parking Lot	1450	100%	15,000	0	0	0	Moved
=== Sub total 1450===			15,000	0	0	0	
Total: TX 628			15,000	0	0	0	
nterior Renovations: A/E & MEP	1430	100%	0	\$231,000	0	0	Planning
nterior Renovations: Environmental	1430	100%	0		0	0	_
							TOI :
nterior Renovations: Environmental Air Ionitoring	1430	100%	0	\$50,000	0	0	Planning
	1430	100%	0 0	\$50,000 306,000	0	0	Planning
Ionitoring	1430	100%				_	Planning
in	elocate Backflow Preventor === Sub total 1460 === Total: TX 619 xterior Repair/Painting (08-35) === Sub total 1460 === Total: TX 622 te Improvements - Repair Sidewalks === Sub total 1450 === stallation of Window Screens === Sub total 1460 === Total: TX 624 prect Drainage in Parking Lot === Sub total 1450=== Total: TX 628 sterior Renovations: A/E & MEP tterior Renovations: Environmental	1460 1460	Stallation of Sump Pump 1460 100%	Stallation of Sump Pump 1460 100% 25,000	Stallation of Sump Pump 1460 100% 25,000 0 0 0 0 0 0 0 0 0	Stallation of Sump Pump	stallation of Sump Pump

]						
	Relocation	1495	100%	0	60,000	0	0	Planning
	=== Sub total 1495 ===			0	60,000	0	0	
	Total: TX 629			0	1,003,800	0	0	
TX 630 Chatham	Repair Service Elevator	1460	100%	35,000	0	0	0	Moved
	Replace Windows and Corroded Aluminum Frames	1460	100%	172,563	0	0	0	Moved
	Repair Exterior Walls (Repointing)	1460	100%	419,604	0	0	0	Moved
	Installation of Entry Doors	1460	100%	18,000	0	0	0	Moved
	Eliminate Basement Ponding	1460	100%	30,000	0	0	0	Moved
	Reroofing to include Removal of old & Installation of new	1460	100%	140,000	0	0	0	Moved
	=== Sub total 1460 ===			815,167	0	0	0	
	Total: TX 630			815,167	0	0	0	
	10tat. 1X 030			815,107	U	U	<u> </u>	
TX 631 Riverside								
	Re-Roofing (08-22)	1460	100%	0	172,000	0	0	Planning
	=== Sub total 1460 ===			0	172,000	0	0	
	Total: TX 631			0	172,000	0	0	
TX 632A								
Madonna	Site Improvments · Drainage Correction & Sidewalk Repairs	1450	12080 sqft	120,800	0	0	0	Moved
	=== Sub total 1450 ===			120,800	0	0	0	
	=== Sub total 1450 === Total: TX 632A			120,800 120,800	0	0	0	
TX 632B Sahara Ramsey								
TX 632B Sahara Ramsey		1450	100%					Moved
TX 632B Sahara Ramsey	Total: TX 632A	1450 1450	100% 1500 sqft	120,800				Moved Moved

	Total: TX 632B			50,953	0	0	0	
TX 633B Le Chalet								
	Install Exterior Site Light Fixtures	1450	100%	25,060	0	0	0	Moved
	Asphalt Pavement (Pothole patching, crack sealing, seal coating, and restriping of the asphalt pavement)	1450	562.5 sqft	5,625	0	0	0	Moved
	= = = Sub total 1450 = = =			30,685	0	0	0	
	Install New Gutters & Downspouts	1460	100%	4,750	0	0	0	Moved
	=== Sub total 1460 ===			4,750	0	0	0	
	Total: TX 633B			35,435	0	0	0	
my acod							 	
TX 633C Williamsburg	Asphalt Repairs to Driveway and Parking Areas	1450	1,000 Sq Ft	39,000	0	0	0	Moved
	=== Sub total 1450 ===			39,000	0	0	0	
	Total: TX 633C			39,000	0	0	0	
	10001 111 0000			30,000	Ü	Ü		
TX 634 Cheryl West	Installation of Perimeter Fencing	1450	2292 LF	0	110,000	0	0	Planning
	= = = Sub total 1450= = =			0	110,000	0	0	
	W + 1 W 20 4				110.000			
	Total: TX 634			0	110,000	0	0	
	Ext. Repairs/Painting/Installation of Gutters and Downspouts/Brick Repair	1460	100%	10,000	0	0	0	Moved
	Reroofing to include Removal of old & Installation of new	1460	100%	9,445	0	0	0	Moved
	= = = Sub total 1460 = = =			19,445	0	0	0	
	Total: TX 635 A&B			19,445	0	0	0	
	10001- 171 000 UMD			10,330	<u> </u>	<u> </u>	,	
TX 638 Jewett Circle	Installation of Irrigation System	1450	100%	25,000	n	0	0	Moved
					2			
	= = = Sub total 1460 = = =		5	25,000	0	0	0	
		•				i l	1	

	I THE D C N C : 11 C +	1.400	1000/	97 000	0	1	0	3.5 1
	Install Fire Pump for New Sprinkler System	1460	100%	35,000	0	0	0	Moved Moved
	Install Fire Alarm, Horn and Strobe Lights	1460	100%	5,000	0	0	0	
	Installation of Fan Coil Units	1460	100%	181,312	0	0	0	Moved
	Walkway Repairs	1460	100%	120,000	U	0	0	Moved
	Exterior Repairs & Painting To Exterior of Bldg.	1460	100%	60,000	255,000	0	0	Planning
	=== Sub total 1460 ===			401,312	371,000	0	0	
	Total: TX 638			426,312	371,000	0	0	
	10021-17-000			420,012	071,000	·	· ·	
X 639 Kenwood North								
	Installation of New Boiler	1460	100%	20,000	0	0	0	Moved
	Install HVAC in Common Areas	1460	100%	19,000	0	0	0	Moved
	Install Fire Pump for New Sprinkler System	1460	100%	35,000	0	0	0	Moved
	Exterior Repairs & Painting To Exterior of Bldg.	1460	100%	17,780	0	0	0	Moved
	Exterior Repairs on Damaged Stucco To Exterior of Bldg.	1460	100%	66,500	0	0	0	Moved
	= = = Sub total 1460 = = =			158,280	0	0	0	
	Total: TX 639			158,280	0	0	0	
TX 640	1							
Midway	Repairs to and Stabilization of Patio Slabs	1450	100%	16,500	0	0	0	Moved
	= = = Sub total 1450 = = =			16,500	0	0	0	
	=== Sub total 1450 === Foundation Stabilization	1460	100%	16,500 7,000	0	0	0	Moved
		1460 1460	100%		0	0	0	Moved Moved
	Foundation Stabilization Exterior Repairs and Painting to Exterior of Bldg.			7,000 19,000	0	0	0	
	Foundation Stabilization Exterior Repairs and Painting to Exterior of			7,000	0	0	0	
	Foundation Stabilization Exterior Repairs and Painting to Exterior of Bldg.			7,000 19,000	0	0	0	
	Foundation Stabilization Exterior Repairs and Painting to Exterior of Bldg. === Sub total 1460 ===			7,000 19,000 26,000	0	0	0	
TX 642 WC White	Foundation Stabilization Exterior Repairs and Painting to Exterior of Bldg. === Sub total 1460 ===			7,000 19,000 26,000	0	0	0	Moved
	Foundation Stabilization Exterior Repairs and Painting to Exterior of Bldg. === Sub total 1460 === Total: TX 640 Install Sump Pumps and Regrading Under	1460	100%	7,000 19,000 26,000 42,500	0	0	0	Moved
	Foundation Stabilization Exterior Repairs and Painting to Exterior of Bldg. === Sub total 1460 === Total: TX 640 Install Sump Pumps and Regrading Under Building === Sub total 1450 ===	1460	100%	7,000 19,000 26,000 42,500 76,557	0 0 0	0 0 0	0 0 0	Moved
	Foundation Stabilization Exterior Repairs and Painting to Exterior of Bldg. === Sub total 1460 === Total: TX 640 Install Sump Pumps and Regrading Under Building	1460	100%	7,000 19,000 26,000 42,500	0 0 0	0 0 0	0 0 0	Moved
	Foundation Stabilization Exterior Repairs and Painting to Exterior of Bldg. === Sub total 1460 === Total: TX 640 Install Sump Pumps and Regrading Under Building === Sub total 1450 ===	1460	100%	7,000 19,000 26,000 42,500 76,557	0 0 0	0 0 0	0 0 0	Moved

1								
	Installation of Privacy Fencing @Patio Areas	1450	1875 LF	90,000	0	0	0	Moved
	= = = Sub total 1450 = = =			90,000	0	0	0	
	Sub total 1450			90,000	U	U	0	
	Construct Laundry Room	1460	100%	45,552	0	0	0	Moved
	= = = Sub total 1460 = = =			45,552	0	0	0	
	Total: TX 644			135,552	0	0	0	
TX 648 Marie McGuire								
	Site Improvements	1430	100%	0	28,000	0	0	Planning
	Reroofing	1430	100%	0	45,000	0	0	Planning
	Exterior Repairs	1430	100%	0	50,000	0	0	Planning
	Repairs To Buildings Stucco / Roof and Window Flashing ot prevent Water Intrusion	1460	100%	0	30,000	0	0	Planning
I	'= = = Sub total 1430 = = =			0	153,000	0	0	
						·	·	
	Total: TX 648			0	153,000	0	0	
TX 649 MC Beldon								
	Asphalt Repairs to Driveway & Parking Areas	1450	2000 sqft	20,000	0	0	0	Moved
	= = = Sub total 1450 = = =			20,000	0	0	0	
	=== Sub total 1450 === Reroofing to include Removal of old & installation of new	1460	100%	20,000 10,000	0	0	0	Moved
	Reroofing to include Removal of old &	1460	100%		0	0	0	Moved
	Reroofing to include Removal of old & installation of new ===Sub total 1460 ===	1460	100%	10,000	0	0	0	Moved
	Reroofing to include Removal of old & installation of new	1460	100%	10,000	0	0	0	Moved
	Reroofing to include Removal of old & installation of new ===Sub total 1460 ===	1460	100%	10,000	0	0	0	Moved
TX 650 Francis J Furey	Reroofing to include Removal of old & installation of new ===Sub total 1460 ===	1460	100% 792 sf	10,000	0	0	0	Moved
TX 650 Francis J Furey	Reroofing to include Removal of old & installation of new ===Sub total 1460 === Total: TX 649			10,000 10,000 30,000	0	0	0	
TX 650 Francis J Furey	Reroofing to include Removal of old & installation of new === Sub total 1460 === Total: TX 649 Repair Concrete Sidewalks Installation of Retaining Walls (Foundation	1450	792 sf	10,000 10,000 30,000 7,920	0	0	0	Moved

	Installation of Curbs	1450	$9750 \mathrm{\ sf}$	97,500	0	0	0	Moved
	Ramp and Driveway Approach Installation	1450	6780 sf	67,800	0	0	0	Moved
	= = = Sub total 1450 = = =			359,420	0	0	0	
	Total: TX 650			359,420	0	0	0	
	10001-12-000			000,420	<u> </u>	U	U	
TX 651								
Henry B Gonzales	Site Improvement (Foundation Repairs)	1430	100%	2,500	0	0	0	Moved
romy B domaios	care improvement (roundation respans)	1100	10070	2,000				1120104
	= = = Sub total 1430 = = =			2,500	0	0	0	
	Sub wiai 1450			2,000	<u> </u>	0	0	
	Exterior Repairs on Damaged Stucco To Ext. of Building	1460	100%	23,495	0	0	0	Moved
	Exterior Repairs & Painting To Exterior of Bldg.	1460	100%	60,000	0	0	0	Moved
	=== Sub total 1460 ===			83,495	0	0	0	
	Sub total 1400			65,495	0	0	0	
	Total: TX 651			85,995	0	0	0	
TX 652 William Sinkin	Building Foundation Analysis	1430	100%	2,000	0	0	0	Moved
	=== Sub total 1430 ===			2,000	0	0	0	
	m. L. I. mv. ero			0.000		0		
	Total: TX 652			2,000	0	0	0	
TX 654 Col J.	Install Steel Picket Perimeter Fencing	1450	1042 LF	50,000	0	0	0	Moved
George Cisneros		1.450	1000/		0		0	M 1
	Installation of Irrigation System	1450	100%	25,000	0	0	0	Moved
	= = = Sub total 1450 = = =			75,000	0	0	0	
	Exterior Repairs & Painting to Exterior of Bldg.	1460	100%	50,000	0	0	0	Moved
	=== Sub total 1460 ===			50,000	0	0	0	
	Dub Widt 1400			50,000	J	0	0	
	Install New Central Fire Alarm System	1470	100%	15,000	0	0	0	Moved
	Sub total 1470			15,000	0	0	0	
	m + 1, my or 4			1.40.000				
	Total: TX 654			140,000	0	0	0	
TX 655								
	Repairs To Floors	1460	100%	10,000	0	0	0	Moved
	= = = Sub total 1460 = = =			10,000	0	0	0	
			8					
	Total: TX 655			10,000	0	0	0	

TX 656 LC								
Rutledge] 	1.150	1000/	20.000				35 1
	Site Improvement (Drainage Correction)	1450	100%	60,000	0	0	0	Moved
	Sub total 1450			60,000	0	0	0	
	Total: TX 656			60,000	0	0	0	
TX 657								
TL Shalev	Site Improvement (Drainage Correction)	1450	100%	75,000	0	0	0	Moved
	=== Sub total 1450 ===			75,000	0	0	0	
	Total: TX 657			75,000	0	0	0	
	Total: 1X 007			75,000	U			
TX 658		1.150	1000/	- 000				3.5 1
Lila Cockrell	Installation of Site Lighting	1450	100%	5,000	0	0	0	Moved
	Installation of Irrigation System	1450	100%	25,000	0	0	0	Moved
	Asphalt Repairs to Driveway & Parking Areas	1450	6000 sf	60,000	O	0	0	Moved
		1 100	000001	55,500	0			1.13704
	= = = Sub total 1450 = = =			90,000	0	0	0	
	Dub would 1400			00,000	U	Ū	Ü	
	Reroofing/Install Gutters & Downspouts (08-30)	1460	100%	15,000	117,000	0	0	Planning
	neroomig/mstan datters & Bownspouts (00 50)	1100	10070	18,000	111,000	O		1 mining
	=== Sub total 1460 ===			15,000	117,000	0	0	
				20,000				
	Total: TX 658			105,000	117,000	0	0	
TX 659								
OI Bulliabei	Ronlogo Cuttore	1460	100%	5 000	0	0	0	Moved
	Replace Gutters	1460	100%	5,000	0	0	0	Moved
					0	0	0	
	Replace Gutters Paint Fascias and Trim/Caulking & Install Gutters	1460 1460	100%	5,000 5,000	0	0	0	Moved Moved
	Paint Fascias and Trim/Caulking & Install Gutters			5,000	0	0	0	
	Paint Fascias and Trim/Caulking & Install				0	0	0	
	Paint Fascias and Trim/Caulking & Install Gutters			5,000	0	0	0	
	Paint Fascias and Trim/Caulking & Install Gutters ===Sub total 1460 ===			5,000 10,000				
	Paint Fascias and Trim/Caulking & Install Gutters ===Sub total 1460 === Total: TX 659	1460	100%	10,000 10,000				Moved
TX 6124 Frank Hornsby	Paint Fascias and Trim/Caulking & Install Gutters ===Sub total 1460 ===			5,000 10,000		0	0	Moved
TX 6124	Paint Fascias and Trim/Caulking & Install Gutters ===Sub total 1460 === Total: TX 659 Install Vehicular Gate	1460	100%	10,000 10,000 15,000	0	0	0	Moved
TX 6124	Paint Fascias and Trim/Caulking & Install Gutters ===Sub total 1460 === Total: TX 659	1460	100%	10,000 10,000	0	0	0	Moved
TX 6124	Paint Fascias and Trim/Caulking & Install Gutters ===Sub total 1460 === Total: TX 659 Install Vehicular Gate	1460	100%	10,000 10,000 15,000	0	0	0	Moved
TX 6124	Paint Fascias and Trim/Caulking & Install Gutters ===Sub total 1460 === Total: TX 659 Install Vehicular Gate ===Sub total 1450 ===	1460	100%	5,000 10,000 10,000 15,000	0	0	0	Moved
TX 6124 Frank Hornsby	Paint Fascias and Trim/Caulking & Install Gutters === Sub total 1460 === Total: TX 659 Install Vehicular Gate === Sub total 1450 === Total: TX 6124	1450	100%	10,000 10,000 15,000 15,000	0	0	0	Moved
TX 6124 Frank Hornsby	Paint Fascias and Trim/Caulking & Install Gutters ===Sub total 1460 === Total: TX 659 Install Vehicular Gate ===Sub total 1450 ===	1460	100%	5,000 10,000 10,000 15,000	0	0	0	Moved
TX 6124 Frank Hornsby	Paint Fascias and Trim/Caulking & Install Gutters === Sub total 1460 === Total: TX 659 Install Vehicular Gate === Sub total 1450 === Total: TX 6124	1450	100%	10,000 10,000 15,000 15,000	0	0	0	Moved

1	I	I	1		ı	ı	г	
	Exterior Repair and Painting To Exterior of Bldg.	1460	100%	125,000	0	0	0	Moved
	= = = Sub total 1460 = = =			125,000	0	0	0	
					_		_	
	Total: TX 6127			145,000	0	0	0	
TX 6130 South	Asphalt Repairs to Driveways and Parking Areas	1450	3000 sf	30,000	0	0	0	Moved
	=== Sub total 1450 ===			30,000	0	0	0	
	Total: TX 6130			30,000	0	0	0	
	10041 12 0100			00,000	Ŭ	U U	V	
ΓX 6143 Christ	Paint Perimeter Fencing	1450	100%	10,000	0	0	0	Moved
The King	Install Privacy Gates	1450	100%	10,000	0	0	0	Moved
1110 111119	and the same	1100	10070	10,000	Ŭ	Ü	J	1120,000
	Asphalt Repairs to Driveways and Parking Areas	1450	1000 sf	10,000	0	0	0	Moved
	=== Sub total 1450 ===			30,000	0	0	0	
	Total: TX 6143			30,000	0	0	0	
	10181- 12 0149			30,000	U	U	U	
TX 600 PHA Wide	Operations	1406	100%	1,757,905	1,757,905	1,757,905	1,757,905	Complete
	=== Sub total 1406 ===			1,757,905	1,757,905	1,757,905	1,757,905	
	SOFTWARE: New software and licenses	1408	100%	260,000	0	66,010	66,010	Moved
	GotoMy PC- Annual Renewal	1408	100%	0	50,000	4,587	4,587	Planning
	Sofware Upgrades	1408	100%	0	160,000	185,810	185,810	Planning
	Licenses	1408	100%	0	50,000	0	0	Planning
	= = = Sub total 1408 = = =			260,000	260,000	256,407	256,407	
	Salaries/Employee Benefit Contribution	1410	100%	573,223	73,223	42,516	42,516	In Progress
	Salaries - Technical	1410	100%	0	492,500	372,281	372,281	In Progress
	Salaries - Administrative	1410	100%	45,000	45,000	1,589	1,589	In Progress
	Legal Fees	1410	100%	0	1,500	435	435	In Progress
	_							
	Office Supplies / Sundry Office rent for Asset Mgmt	1410 1410	100% 100% 10	5,000 255,729	5,000 255,729	163 79,701	163 79,701	In Progress

Asbestos Testing	78	500,378		
Lead Based Paint Testing	0	٥	0 3	Mov
Asbestos Testing	0	0		Mov
Site Costs/Sundry	0	0		Mov
Site Costs/Sundry				
Current Tax Settlements		0		
Surveys and Maps	0	0	0 N	Mov
Appraisals	0	0	0 N	Mov
Property Acquisition	0	0	0 N	Mov
Computer Computer	0	0	0 N	Mov
On Demand/Lead Based Paint Abatement 1460 100% 2,500 0 0 0 On Demand/Asbestos Abatement 1460 100% 2,500 0 0 0 Systems Upgrade (boilers, heating, chillers, pump systems, salt systems, elevators, etc.) 1460 100% 3,000 0 0 0 ===Sub total 1460=== 8,000 0 0 0 On Demand/Electric Ranges-504 Conversions 1465 100% 5,000 0 0 0 On Demand/Electric Refrigerators - 504 1465 100% 5,000 0 0 0 On Demand/Electric Refrigerators - 504 1465 100% 5,000 0 0 0 On Demand/Lead Based Paint Abatement 1470 100% 2,000 0 0 0 On Demand/Asbestos Abatement 1470 100% 2,000 0 0 0 On Demand/Elevator Repairs/Code Compliance 1470 100% 1,000 0 0 0 On Demand/Elevator Repairs/Code Compliance 1470 100% 1,000 0 0 Systems Upgrade (boilers, heating, chillers, pump systems, salt systems, elevators, etc.) 1470 100% 1,000 0 0 0 NETWORKING (LAN/WAN/TEL) : Hardware 1475 100% 15,000 15,000 0 COMPUTER HARDWARE: Technology 1475 100% 130,000 130,000 76,387 77	0	0	0 N	Mov
On Demand/Lead Based Paint Abatement 1460 100% 2,500 0 0 0 On Demand/Asbestos Abatement 1460 100% 2,500 0 0 0 Systems Upgrade (boilers, heating, chillers, pump systems, salt systems, elevators, etc.) 1460 100% 3,000 0 0 0 ===Sub total 1460=== 8,000 0 0 0 On Demand/Electric Ranges-504 Conversions 1465 100% 5,000 0 0 0 On Demand/Electric Refrigerators - 504 1465 100% 5,000 0 0 0 On Demand/Electric Refrigerators - 504 1465 100% 5,000 0 0 0 On Demand/Lead Based Paint Abatement 1470 100% 2,000 0 0 0 On Demand/Asbestos Abatement 1470 100% 2,000 0 0 0 On Demand/Elevator Repairs/Code Compliance 1470 100% 1,000 0 0 0 On Demand/Elevator Repairs/Code Compliance 1470 100% 1,000 0 0 Systems Upgrade (boilers, heating, chillers, pump systems, salt systems, elevators, etc.) 1470 100% 1,000 0 0 0 NETWORKING (LAN/WAN/TEL) : Hardware 1475 100% 15,000 15,000 0 COMPUTER HARDWARE: Technology 1475 100% 130,000 130,000 76,387 77		0		
On Demand/Asbestos Abatement 1460 100% 2,500 0 0 0 Systems Upgrade (boilers, heating, chillers, pump systems, salt systems, elevators, etc.) 1460 100% 3,000 0 0 0 0 0 0 0 0 0 0 0 0				
Systems Upgrade (boilers, heating, chillers, pump systems, salt systems, elevators, etc.) 1460	0	0	0 N	Mov
1400 100% 3,000 0 0 0 0 0 0 0 0 0	0	0	0 N	Mov
On Demand/Electric Ranges-504 Conversions 1465 100% 5,000 0 0 0 On Demand/Electric Refrigerators · 504 1465 100% 5,000 0 0 0 ===Sub total 1465 === 10,000 0 0 0 On Demand/Lead Based Paint Abatement 1470 100% 2,000 0 0 0 On Demand/Asbestos Abatement 1470 100% 2,000 0 0 0 On Demand/Elevator Repairs/Code Compliance 1470 100% 1,000 0 0 0 On Demand/Replace-Repair A/C Systems 1470 100% 1,000 0 0 0 Systems Upgrade (boilers, heating, chillers, pump systems, salt systems, elevators, etc.) 1470 100% 2,000 0 0 0 NETWORKING (LAN/WAN/TEL): Hardware 1475 100% 15,000 15,000 0 COMPUTER HARDWARE: Technology 1475 100% 130,000 130,000 76,387 77	0	0	0 N	Mov
On Demand/Electric Ranges·504 Conversions 1465 100% 5,000 0 0 0 On Demand/Electric Refrigerators · 504 1465 100% 5,000 0 0 0 === Sub total 1465 === 10,000 0 0 0 On Demand/Lead Based Paint Abatement 1470 100% 2,000 0 0 0 On Demand/Asbestos Abatement 1470 100% 2,000 0 0 0 On Demand/Elevator Repairs/Code Compliance 1470 100% 1,000 0 0 0 On Demand/Replace-Repair A/C Systems 1470 100% 1,000 0 0 0 Systems Upgrade (boilers, heating, chillers, pump systems, salt systems, elevators, etc.) 1470 100% 2,000 0 0 0 NETWORKING (LAN/WAN/TEL) : Hardware 1475 100% 15,000 15,000 0 COMPUTER HARDWARE: Technology 1475 100% 130,000 130,000 76,387 7		0		
On Demand/Electric Refrigerators · 504 1465 100% 5,000 0 0 === Sub total 1465 === 10,000 0 0 0 0 On Demand/Lead Based Paint Abatement 1470 100% 2,000 0 0 On Demand/Asbestos Abatement 1470 100% 2,000 0 0 On Demand/Elevator Repairs/Code Compliance 1470 100% 1,000 0 0 On Demand/Replace-Repair A/C Systems 1470 100% 1,000 0 0 Systems Upgrade (boilers, heating, chillers, pump systems, salt systems, elevators, etc.) 1470 100% 2,000 0 0 === Sub total 1470 === 8,000 0 0 0 NETWORKING (LAN/WAN/TEL): Hardware 1475 100% 15,000 15,000 0 COMPUTER HARDWARE: Technology 1475 100% 130,000 76,387 7				
Conversions	0	0	0 N	Mov
On Demand/Lead Based Paint Abatement 1470 100% 2,000 0 0 On Demand/Asbestos Abatement 1470 100% 2,000 0 0 On Demand/Elevator Repairs/Code Compliance 1470 100% 1,000 0 0 On Demand/Replace Repair A/C Systems 1470 100% 1,000 0 0 Systems Upgrade (boilers, heating, chillers, pump systems, salt systems, elevators, etc.) 1470 100% 2,000 0 0 === Sub total 1470 === 8,000 0 0 0 NETWORKING (LAN/WAN/TEL): Hardware 1475 100% 15,000 15,000 0 COMPUTER HARDWARE: Technology 1475 100% 130,000 76,387 7	0	0	0 N	Mov
On Demand/Asbestos Abatement 1470 100% 2,000 0 0 On Demand/Elevator Repairs/Code Compliance 1470 100% 1,000 0 0 On Demand/Replace-Repair A/C Systems 1470 100% 1,000 0 0 Systems Upgrade (boilers, heating, chillers, pump systems, salt systems, elevators, etc.) 1470 100% 2,000 0 0 == Sub total 1470 === 8,000 0 0 0 NETWORKING (LAN/WAN/TEL): Hardware 1475 100% 15,000 15,000 0 COMPUTER HARDWARE: Technology 1475 100% 130,000 76,387 7		0		
On Demand/Asbestos Abatement 1470 100% 2,000 0 0 On Demand/Elevator Repairs/Code Compliance 1470 100% 1,000 0 0 On Demand/Replace-Repair A/C Systems 1470 100% 1,000 0 0 Systems Upgrade (boilers, heating, chillers, pump systems, salt systems, elevators, etc.) 1470 100% 2,000 0 0 0 == Sub total 1470 === 8,000 0 0 0 0 0 NETWORKING (LAN/WAN/TEL): Hardware 1475 100% 15,000 15,000 76,387 7	0	0	0 1	Mov
On Demand/Elevator Repairs/Code Compliance 1470 100% 1,000 0 0 On Demand/Replace-Repair A/C Systems 1470 100% 1,000 0 0 Systems Upgrade (boilers, heating, chillers, pump systems, salt systems, elevators, etc.) 1470 100% 2,000 0 0 === Sub total 1470 === 8,000 0 0 0 NETWORKING (LAN/WAN/TEL): Hardware 1475 100% 15,000 15,000 0 COMPUTER HARDWARE: Technology 1475 100% 130,000 130,000 76,387 7	0	0		Mov
On Demand/Replace ⁻ Repair A/C Systems 1470 100% 1,000 0 0 Systems Upgrade (boilers, heating, chillers, pump systems, salt systems, elevators, etc.) 1470 100% 2,000 0 0 === Sub total 1470 === 8,000 0 0 0 NETWORKING (LAN/WAN/TEL): Hardware 1475 100% 15,000 15,000 0 COMPUTER HARDWARE: Technology 1475 100% 130,000 130,000 76,387 7	0			
Systems Upgrade (boilers, heating, chillers, pump systems, salt systems, elevators, etc.) 1470 100% 2,000 0 0 0 === Sub total 1470 === 8,000 0 0 0 0 NETWORKING (LAN/WAN/TEL): Hardware 1475 100% 15,000 15,000 0 COMPUTER HARDWARE: Technology 1475 100% 130,000 130,000 76,387 7	0	0	O N	Mov
pump systems, salt systems, elevators, etc.) === Sub total 1470 === 8,000 0 0 NETWORKING (LAN/WAN/TEL): Hardware 1475 100% 15,000 15,000 0 COMPUTER HARDWARE: Technology 1475 100% 130,000 130,000 76,387 7	0	0	0 N	Mov
NETWORKING (LAN/WAN/TEL) : Hardware 1475 100% 15,000 15,000 0 COMPUTER HARDWARE: Technology 1475 100% 130,000 130,000 76,387 7	0	0	0 N	Mov
COMPUTER HARDWARE: Technology 1475 100% 130 000 130 000 76 387 7		0		
COMPUTER HARDWARE: Technology 1475 100% 130 000 130 000 76 387 7				
- I 1475 I 100% I 130 000I 130 000I 76 387I 7	0	0	0 Pl	Plan
Lingrades	76,387	76,387	,387 In I	In Pro
Upgrades 1776 1887 1887 1887 1887 76,387 76,387	37	76,387		
Relocation Costs 1495 100% 200,000 0 0	0	0	0 N	Mov

=== Sub total 1495 ===			200,000	0	0	0	
CFFP Debt Service	9000	100%	2,192,651	2,192,651	2,192,650	1,644,488	In Progess
= = = Sub total 9000 = = =			2,192,651	2,192,651	2,192,650	1,644,488	
== SUB TOTAL PHA WIDE ==			5,506,508	5,234,508	4,783,727	4,235,565	
TOTAL MOD PROGRAM			8,789,524	8,789,524	4,783,727	4,235,565	

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part III: Implementation Schedule

PHA Name:

San Antonio Housing Authority

Grant Type and Number

Capital Fund Program No: TX59-P006-50106

Replacement Housing Factor No: ___

Federal FY of Grant:

2006 CFP

Revised June, 2008

Period Ending: 12/31/07

							1 eriou miunig. 12/01/07
Development Number Name/HA-Wide Activities	All Fund	Obligated Ending Date	(Quarter		Expended Ending Date	(Quarter	Reasons for Revised Target Date (OB End Date: 10/17/10-EX End Date: 10/17/12)
	Original	Revised	Actual	Original	Revised	Actual	
TEX 603 Victoria Cts Admin Blding	N/A	10/17/2010		N/A	10/17/2012		Added Work Item
TEX 612 Villa Veramendi	10/17/2010	N/A		10/17/2012	N/A		Work Item Moved
TEX 618 Victoria Plaza	10/17/2010	N/A		10/17/2012	N/A		Work Item Moved
TEX 619 Villa Tranchese	10/17/2010	N/A		10/17/2012	N/A		Work Item Moved
TEX 622 Villa Hermosa	N/A	10/17/2010		N/A	10/17/2012		Added Work Item
TEX 624 Mission Park	10/17/2010	N/A		10/17/2012	N/A		Work Item Moved
TEX 628 Fair Avenue	10/17/2010	N/A		10/17/2012	N/A		Work Item Moved
TEX 629 Blanco Apts.	N/A	10/17/2010		N/A	10/17/2012		Added Work Item
TEX 630 Lewis Chatham	10/17/2010	N/A		10/17/2012	N/A		Work Item Moved

TEX 631 Riverside	10/17/2010	10/17/2010	10/17/2012	10/17/2012	No Change
TEX 632A Madonna Apts.	10/17/2010	N/A	10/17/2012	N/A	Work Item Moved
TEX 632B Saharah Ramsey	10/17/2010	N/A	10/17/2012	N/A	Work Item Moved
TEX 633B Le Chalet	10/17/2010	N/A	10/17/2012	N/A	Work Item Moved
TEX 633C Williamsburg	10/17/2010	N/A	10/17/2012	N/A	Work Item Moved
TEX 634 Cheryl West Apts	N/A	10/17/2010	N/A	10/17/2012	Added Work Item
TEX 635A Village East	10/17/2010	N/A	10/17/2012	N/A	Work Item Moved
TEX 635B Olive Park	10/17/2010	N/A	10/17/2012	N/A	Work Item Moved
TEX 637 Dispersed Housing	10/17/2010	N/A	10/17/2012	N/A	Work Item Moved
TEX 638 Jewett Circle	10/17/2010	10/17/2010	10/17/2012	10/17/2012	No Change
TEX 639 Kenwood North	10/17/2010	N/A	10/17/2012	N/A	Work Item Moved
TEX 640 Midway	10/17/2010	N/A	10/17/2012	N/A	Work Item Moved
TEX 642 WC White	10/17/2010	N/A	10/17/2012	N/A	Work Item Moved
TEX 644 Cross Creek	10/17/2010	N/A	10/17/2012	N/A	Work Item Moved

TEX 648 Marie McGuire	N/A	10/17/2010	N/A	10/17/2012	Added Work Item
TEX 649 MC Beldon	10/17/2010	N/A	10/17/2012	N/A	Work Item Moved
TEX 650 Francis Furey Apts	10/17/2010	N/A	10/17/2012	N/A	Work Item Moved
TEX 651 H B Gonzalez	10/17/2010	N/A	10/17/2012	N/A	Work Item Moved
TEX 652 William Sinkin	10/17/2010	N/A	10/17/2012	N/A	Work Item Moved
TEX 654 Col. J. George Cisneros	10/17/2010	N/A	10/17/2012	N/A	Work Item Moved
TEX 655 Matt Garcia	10/17/2010	N/A	10/17/2012	N/A	Work Item Moved
TEX 656 LC Rutledge	10/17/2010	N/A	10/17/2012	N/A	Work Item Moved
TEX 657 TL Shaley	10/17/2010	N/A	10/17/2012	N/A	Work Item Moved
TEX 658 Lila Cockrell	N/A	10/17/2010	N/A	10/17/2012	Added Work Item
TEX 659 O P Schnabel	10/17/2010	N/A	10/17/2012	N/A	Work Item Moved
TEX 6124 Frank Hornsby	10/17/2010	N/A	10/17/2012	N/A	Work Item Moved
TEX 6127 Guadalupe Block	10/17/2010	N/A	10/17/2012	N/A	Work Item Moved

TEX 6130 South San	10/17/2010	N/A		10/17/2012	N/A		Work Item Moved
TEX 6143 Christ the King	10/17/2010	N/A		10/17/2012	N/A		Work Item Moved
TEX 600 PHA Wide							
1406 Operations	7/1/2008	12/31/2006	12/31/2006	7/1/2010	12/31/2006	12/31/2006	Complete
1408 Management Imp	10/17/2010	10/17/2010		10/17/2012	10/17/2012		In Progress
1410 Administration	10/17/2010	10/17/2010		10/17/2012	10/17/2012		In Progress
1430 Consultant Fees	10/17/2010	N/A		10/17/2012	N/A		Work Item Moved
1440 Property Acquisition	10/17/2010	N/A		10/17/2012	N/A		Work Item Moved
1460 Dwelling Structures	10/17/2010	N/A		10/17/2012	N/A		Work Item Moved
1465 Dwelling Equipment	10/17/2010	N/A		10/17/2012	N/A		Work Item Moved
1470 Non-Dwelling Structures	10/17/2010	N/A		10/17/2012	N/A		Work Item Moved
1475 Non-Dwelling Equipment	10/17/2010	10/17/2010		10/17/2012	10/17/2012		In Progress

1495 Relocation	10/17/2010	N/A	10/17/2012	N/A	Work Item Moved
9000 CFFP Debt Services	10/17/2010	10/17/2010	10/17/2012	10/17/2012	In Progress

PHA N San Ar	Tame atonio Housing Authority	Grant Type and Number Capital Fund Program Grant Replacement Housing Factor			Federal FY of Grant 2007 CFP
Emerg	nance and Evaluation Report for Period Ending:	Revised Annual Statement (r Final Performance & Evaluar			Apr-08
Line	Summary by Development Account	Total Estimat	ted Costs	Total Actua	l Cost
X.T		Original	Revised	Obligated	Expended
1	Total Non-CGP Funds	0	0	0	r
2	1406 Operations	1,806,666	1,806,666	1,806,666	1,806,66
3	1408 Management Improvements	120,495	120,495	0	
4	1410 Administration	903,333	903,333	0	
5	1411 Audit	0	000,000	0	
6	1415 Liquidated Damages	0	0	0	
7	1430 Fees and Costs	6,000	0	0	
8	1440 Site Acquisition	10,000	0	0	
9	1450 Site Improvement	1,036,196	0	0	
10	1460 Dwelling Structures	1,845,453	2,596,074	0	
11	1465.1 Dwelling Equipment - Nonexpendable	0	0	0	
12	1470 Nondwelling Structures	12,000	958,493	0	
13	1475 Nondwelling Equipment	455,618	455,618	0	
14	1485 Demolition	50,000	0	0	
15	1490 Replacement Reserve	0	0	0	
16	1492 Moving To Work Demonstration	0	0	0	
17	1495.1 Relocation Costs	75,000	0	0	
18	1499 Development Activities	2,000	0	0	
19	9000 Collaterization of Debt Service	2,192,651	2,192,651	0	
20	1502 Contingency (may not exceed 8% of line 19)	517,918	0	0	
21	Amount of Annual Grant (Sum of Lines 2-20)	9,033,330	9,033,330	1,806,666	1,806,66
22	Amount of line 21 Related LBP Activities	16,000	0	0	
23	Amount of line 21 Related to Section 504 Compliance	0	0	0	
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				

Ar	nnual Statement/Performance and Evaluation Repo	ort		U.S.	Department of l	Housing and Urba	n Development	
Capital Fund P	rogram (CFP) Part II: Supporting Pages			Office of Public a	and Indian Hous	sing		
	ousing Authority December 31, 2007	Capital Fu	nd Program	l		Federal FY G		
Development Number/Name		Develop- ment	Quantity			Total Actu	al Cost	Status of
HA - Wide Activities	Work Categories	Account Number		Original	Revised	Funds Obligated	Funds Expended	Proposed Work
TX 601 Alazan	Operations	1406	N/A	0	0	243,984	243,984	Complete
	Sub total 1406			0	0	243,984	243,984	
	Total: TX 601			0	0	243,984	243,984	
TX 603 Victoria Admin. Bldg.	Renovation of Interior and Exterior	1470	100%	0	958,493	0	0	Planning
	Sub total 1470			0	958,493	0	0	
	Total: TX 603			0	958,493	0	0	
TX 604 Wheatley Courts	Operations	1406	N/A	0	0	97,570	97,570	Complete
	Sub total 1406			0	0	97,570	97,570	
	Total: TX 604			0	0	97,570	97,570	
TX 605 Lincoln Heights Courts	Operations	1406	N/A	0	0	116,464	116,464	Complete
	Sub total 1406			0	0	116,464	116,464	
	Total: TX 605			0	0	116,464	116,464	
TX 606 Cassiano Homes	Operations	1406	N/A	0	0	207,829	207,829	Complete
Homos	Sub total 1406		,	0	0	207,829	207,829	
	Total: TX 606		2	0	0	207,829	207,829	
	10001 111 000			Ů	Ü	201,020	201,020	

TX 608 San Juan	Operations	1406	N/A	0	0	98,311	98,311	Complete
	Sub total 1406			0	0	98,311	98,311	
	Site Improvements - Parking Lot Repairs and Overlayment	1450	6100 SF	61,000	0	0	0	Moved
	Site Improvements - Drainage Correction / Erosion Control	1450	100%	25,000	0	О	0	Moved
	Site Improvements - Installation of Barriers to Prevent Vehicles from Damaging Infrastructure	1450	10 ea.	25,000	0	0	0	Moved
	Sub total 1450			111,000	0	0	0	
	Repair / Replacement of Roofs	1460	3 ea.	63,000	0	0	0	Moved
	Exterior Repair / Painting	1460	100%	30,000	0	0	0	Moved
	Sub total 1460			93,000	0	0	0	
	Total: TX 608			204,000	0	98,311	98,311	
TX 609 Sutton Homes	Operations	1406	N/A	0	0	105,241	105,241	Complete
	Sub total 1406			0	0	105,241	105,241	
	Site Improvements - Sewer Line Repair /Replacement	1450	100%	100,000	0	0	0	Moved
	Sub total 1450			100,000	0	0	0	
	Total: TX 609			100,000	0	105,241	105,241	
TX 612 Villa Veramendi	Operations	1406	N/A	0	0	61,015	61,015	Complete
	Sub total 1406			0	0	61,015	61,015	
	Site Improvements - Repair / Replacement of Irrigation System	1450	100%	13,000	0		0	Moved
	Sub total 1450			13,000	0	0	0	
	Total: TX 612			13,000	0	61,015	61,015	
/DV/ 010			3					
TX 613 San Juan Annex	Repair / Replacement of Roofs	1460	3 ea.	25,000	0	О	0	Moved

	Sub total 1460			25,000	0	0	0	
	Demolition of Structures (abatement if required)	1485	100%	50,000	0	0	0	Moved
	Sub total 1485			50,000	0	0	0	
	Relocation Needed for Demolition	1495	100%	50,000	0	0	0	Moved
	Sub total 1495			50,000	0	0	0	
	Total: TX 613			125,000	0	0	0	
TX 618 Victoria Plaza	Operations	1406	N/A	0	0	60,000	60,000	Complete
	Sub total 1406			0	0	60,000	60,000	
	Cabinet Replacement	1460	25%	62,900	0	О	0	Moved
	Sub total 1460			62,900	0	0	0	
	Total: TX 618			62,900	0	60,000	60,000	
	10001-111-010			02,000	<u> </u>	00,000	00,000	
TX 619 Villa Tranchese	Operations	1406	N/A	0	0	46,999	46,999	Complete
	Sub total 1406			0	0	46,999	46,999	
	Relocate Backflow Preventor	1460	1 ea.	0	25,000	0	0	Planning
	Installation of HVAC Controller	1460	1 ea.	35,000	0	0	0	Moved
	Sub total 1460			35,000	25,000	0	0	
	Total: TX 619			35,000	25,000	46,999	46,999	
TX 622 Villa Hermosa	Operations	1406	N/A	0	0	26,018	26,018	Complete
	Sub total 1406			0	0	26,018	26,018	
	Replace Glass Storefront Doors	1460	1 ea.	11,000	0	0	0	Moved
	Replace Fire Pump	1460	1 ea.	35,000	0	0	0	Moved
	Replace Cabinets and Countertops	1460	4 25%	38,000	0	0	0	Moved
	Sub total 1460			84,000	0	0	0	

	Total: TX 622			84,000	0	26,018	26,018	
FD57, 000								
TX 623 Sun Park	Operations	1406	N/A	0	0	21,739	21,739	Complete
	Sub total 1406			0	0	21,739	21,739	
	Paint Perimeter Fencing	1450	100%	23,000	0	0	0	Moved
	Sub total 1450			23,000	0	0	0	
	Replacement of Cabinets and Countertops	1460	25%	22,100	0	0	0	Moved
	Sub total 1460			22,100	0	0	0	
	Total: TX 623			45,100	0	21,739	21,739	
				,			,	
TX 624 Mission Park	Operations	1406	N/A	0	0	37,259	37,259	Complete
	Sub total 1406			0	0	37,259	37,259	
	Site Improvements - Plumbing Repairs to Include Underground Waterbreaks	1450	2 Areas	30,000	0	0	0	Moved
	Sub total 1450			30,000	0	0	0	
	Installation of Roofing Systems to Prevent Erosion (gutters/downspouts, etc)	1460	100%	15,000	0	0	0	Moved
	Sub total 1460			15,000	0	0	0	
	Total: TX 624			45,000	0	37,259	37,259	
TX 626A Tarry Towne		1406	N/A	0	0	29,606	29,606	Complete
	Sub total 1406			0	0	29,606	29,606	
	Total: TX 626A			0	0	29,606	29,606	
	10001-121 02011			J	<u> </u>	20,000	<i>20</i> ,000	
TX 627 Parkview	Operations	1406	N/A	0	0	- ,	49,320	Complete
	Sub total 1406			0	0	49,320	49,320	
	Total: TX 627		5	0	0	49,320	49,320	
TX 628 Fair Avenue	Operations	1406	N/A	0	0	51,849	51,849	Complete

	Sub total 1406			0	0	51,849	51,849	
	Replacement of Cabinets and Countertops	1460	25%	74,800	0	0	0	Moved
	Sub total 1460			74,800	0	0	0	
	Total: TX 628			74,800	0	51,849	51,849	
	10001 111 010			,	,	0 1,0 10	01,010	
TX 629 Blanco	Operations	1406	N/A	0	0	27,202	27,202	Complete
	Sub total 1406			0	0	27,202	27,202	
	Interior Renovations	1460	100 Units	0	1,294,074	0	0	Planning
	Installation of Electric Push Plates to Automatically Open the Hallway Double Doors	1460	2 ea.	15,000	0	0	0	Moved
	Sub total 1460			15,000	1,294,074	0	0	
	Total: TX 629			15,000	1,294,074	27,202	27,202	
	Total IX 025			10,000	1,234,014	21,202	21,202	
TX 630 Chatham	Operations	1406	N/A	0	0	25,050	25,050	Complete
	Sub total 1406			0	0	25,050	25,050	
	Replacement of Cabinets and Countertops	1460	25%	40,800	0	0	0	Moved
	Sub total 1460			40,800	0	0	0	
	Total: TX 630			40,800	0	25,050	25,050	
TX 631 Riverside	Operations	1406	N/A	0	0	34,467	34,467	Complete
	Sub total 1406			0	0	34,467	34,467	
	W. 1. W. 200					0.1.10=	2	
	Total: TX 631			0	0	34,467	34,467	
TX 632A Madonna	Operations	1406	N/A	0	0	17,844	17,844	Complete
	Sub total 1406			0	0	17,844	17,844	
	Repair / Replacement of Roofs	1460	100%	30,000	30,000	0	0	Planning
	Installation of Leaf Guards	1460	6100%	4,000	4,000	0	0	Planning
	Repointing and Sealing of Exterior Brick and Painting of Wooden Surfaces	1460	100%	25,000	0	0	0	Moved

	Sub total 1460			59,000	34,000	0	0	
	Total: TX 632A			59,000	34,000	17,844	17,844	
TX 633B Le Chalet								
Le Onalet	Install / Upgrade Electrical Vehicular Gate	1450	1 ea.	5,000	0	0	0	Moved
	Sub total 1450			5,000	0	0	0	
	Repair / Replacement of Roofs	1460	100%	62,000	120,000	0	0	Planning
	Installation of Roofing Systems to Prevent Erosion (gutters/downspouts, etc)	1460	100%	12,500	0	0	0	Moved
	Replace Glass Storefront Doors	1460	2 ea.	17,000	0	0	0	Moved
	Elevator Upgrades	1460	1 ea.	35,000	0	0	0	Moved
	Sub total 1460			126,500	120,000	0	0	
	Total: TX 633B			131,500	120,000	0	0	
TX 634 Cheryl West	Operations	1406	N/A	0	0	45,580	45,580	Complete
	Sub total 1406			0	0	45,580	45,580	
	Total: TX 634			0	0	45,580	45,580	
mt oo i A						•	Í	
TX 635A Village East	Structural Repairs	1460	2 bldgs	50,000	0	0	0	Moved
	Sub total 1460			50,000	0	0	0	
	Total: TX 635A			50,000	0	0	0	
TX 635B Olive Park								
	Structural Repairs	1460	1 bldg.	15,000	0	Ü	0	Moved
	Sub total 1460			15,000	0	0	0	
	Total: TX 635B			15,000	0	0	0	
TX 637 Dispersed	Repair / Replacement of Perimeter Fencing	1450	15.625 LF	750	0	0	0	Moved
Housing	Site Improvements - Sewer Line Repair / Replacement	1450	⁷ 100%	2,375	0	0	0	Moved
	Provide Proper Landscaping	1450	100%	3,750	0	0	0	Moved

	Repair / Replacement of Sidewalks, Curbs, Retaining Walls, etc.	1450	75 SF	750	0	0	0	Moved
	Sub total 1450			7,625	0	0	0	
	Repair Foundations	1460	1 ea.	6,250	0	0	0	Moved
	Replacement of Cabinets and Countertops	1460	25%	11,250	0	0	0	Moved
	Exterior Repair / Paint	1460	3 ea.	8,400	0	0	0	Moved
	Replace Vanity Cabinets	1460	25%	2,375	0	0	0	Moved
	Replace Interior Finishes	1460	4 ea.	11,250	0	0	0	Moved
	Repair / Replace Roofs	1460	5 ea.	17,500	17,500	0	0	Planning
	Installation of Central A/C a& Heating Systems	1460	1 ea.	750	0	0	0	Moved
	Abatement of Hazardous Materials	1460	4 ea.	1,000	0	0	0	Moved
	Sub total 1460			58,775	17,500	0	0	
	Relocation	1495	2 ea.	2,500	0	0	0	Moved
	Sub total 1495			2,500	0	0	0	
	Total: TX 637			68,900	17,500	0	0	
TX 638 Jewett Circle	Operations	1406	N/A	0	0	25,849	25,849	Complete
	Sub total 1406			0	0	25,849	25,849	
	Installation of Automatic Vehicular Gates	1450	1 ea.	12,000	0	0	0	Moved
	Sub total 1450			12,000	0	0	0	
	Installation of Gate Valves to Isolate Floors	1460	3 ea.	11,000	0	0	0	Moved
	Foundation Stabilization	1460	1 bldg.	30,000	0	0	0	Moved
	Sub total 1460			41,000	0	0	0	
	Total: TX 638			53,000	0	25,849	25,849	
TX 639 Kenwood North	Operations	1406	N/A	0	0	26,381	26,381	Complete

	Sub total 1406			0	0	26,381	26,381	
	Repair buildings Stucco Finish	1460	100%	66,500	0	0	0	Moved
	Exterior Repair / Paint	1460	100%	20,000	0	0	0	Moved
	Installation of Fire Pump	1460	1 ea.	35,000	0	0	0	Moved
	Sub total 1460			121,500	0	0	0	
	Total: TX 639			191 500	0	96 901	06 201	
	10tal: 1X 059			121,500	U	26,381	26,381	
TX 642 WC White	Operations	1406	N/A	0	0	11,287	11,287	Complete
	Sub total 1406			0	0	11,287	11,287	
	Total: TX 642			0	0	11,287	11,287	
				, and the second		,,	,,	
TX 643 Highview	Operations	1406	N/A	0	0	33,690	33,690	Complete
	Sub total 1406			0	0	33,690	33,690	
	Total: TX 643			0	0	33,690	33,690	
						·	,	
TX 644 Cross Creek	Operations	1406	N/A	0	0	49,978	49,978	Complete
	Sub total 1406			0	0	49,978	49,978	
	Site Improvements - Drainage Correction and Erosion Control	1450	100%	70,000	0	0	0	Moved
	Reroute Water Pipes Under Buildings' Foundation to make Accessible for Repairs	1450	100%	225,000	0	0	0	Moved
	Installation of Property Signage	1450	1 ea.	13,000	0	0	0	Moved
	Sub total 1450			308,000	0	0	0	
	Reroofing	1460	100%	0	130,000	0	0	Planning
	Sub total 1460			0	130,000	0	0	
	Total: TX 644			308,000	130,000	49,978	49,978	
				·		·	·	
TX 647 Westway	Operations	1406	N/A	0	0	47,356	47,356	Complete
	Sub total 1406			0	0	47,356	47,356	
	Total: TX 647		9	0	0	47,356	47,356	
						,	,	

TX 648 Marie McGuire	Structural Repair To Damaged Top Section of Driveway	1450	100%	67,000	0	0	0	Moved
	Repairs To Sidewalk Over Building's Basement (area with glass inlays in sidewalk)	1450	7500 SF	75,000	0	0	0	Moved
	Sub total 1450			142,000	0	0	0	
	Repairs To Building Stucco and Window Flashing To Prevent Water Intrusion	1460	100%	75,000	512,000	0	0	Planning
	Reroofing	1460	100%	0	301,000	0	0	Planning
	Sub total 1460			75,000	813,000	0	0	
	Total: TX 648			217,000	813,000	0	0	
TX 650 Francis Furey	Operations	1406	N/A	0	0	35,756	35,756	Complete
	Sub total 1406			0	0	35,756	35,756	
	Total: TX 650			0	0	35,756	35,756	
TX 651								
Henry B Gonzales	Installation of Automatic Doors on All Levels	1460	3 ea.	12,000	0	0	0	Moved
	Sub total 1460			12,000	0	0	0	
	Total: TX 651			12,000	0	0	0	
TX 652 William Sinkin								
	Site Improvements - Repair / Replacement of Sidewalks, Retaining Walls, Curbs, etc.	1450	2000 SF	20,000	0	0	0	Moved
	Sub total 1450			20,000	0	0	0	
	Replacement of Cabinets and Countertops	1460	25%	17,000	0	0	0	Moved
	Repair / Replacement of Roofs and Roofing Components (Leaf Guards, Gutters, Downspouts, etc.)	1460	100%	60,000	0	0	0	Moved
	Sub total 1460			77,000	0	0	0	
	Total: TX 652		10	77,000	0	0	0	
TX 653 Pin Oak II	Installation of Water Cut-Offs	1450	100%	18,000	0	0	0	Moved

	Sub total 1450			18,000	0	0	0	
	Total: TX 653			18,000	0	0	0	
	10tat- 17 099			10,000	U	U	U	
TX 654 Col J. George Cisneros	Installation of Automatic Vehicular Gates	1450	1 ea.	13,000	0	0	0	Moved
	Sub total 1450			13,000	0	0	0	
	Total: TX 654			13,000	0	0	0	
	1001			10,000	<u> </u>	· ·	Ū	
TX 656 LC Rutledge								
	Repair and Restripe Driveway	1450	100%	45,000	0	0	0	Moved
	Correct Drainage and Erosion Control	1450	100%	70,000	0	0	0	Moved
	Installation of Water Cut-Offs	1450	100%	16,500	0	0	0	Moved
	Sub total 1450			131,500	0	0	0	
	Total: TX 656			131,500	0	0	0	
	10041-171-000			101,000	<u> </u>	U	U	
TX 658 Lila Cockrell	Operations	1406	N/A	0	0	15,250	15,250	Complete
	Sub total 1406			0	0	15,250	15,250	
	Total: TX 658			0	0	15,250	15,250	
TX 659 OP								
Schnabel Schnabel	Repair / Replacement of Driveways and Positive Drainage to Patio Areas	1450	100%	25,000	0	0	0	Moved
	Sub total 1450			25,000	0	0	0	
	Total: TX 659			25,000	0	0	0	
	Total IX 009			20,000	<u> </u>	0	0	
TX 661 Scattered Sites								
	Repair / Replacement of Perimeter Fencing	1450	$15.625~\mathrm{LF}$	750	0	0	0	Moved
	Site Improvements - Sewer Line Repair / Replacement	1450	100% 11	2,375	0	0	0	Moved
	Provide Proper Landscaping	1450	100%	3,750		0	0	Moved

	Repair / Replacement of Sidewalks, Curbs, Retaining Walls, etc.	1450	75 SF	750	0	0	0	Moved
	Sub total 1450			7,625	0	0	0	
	Repair Foundations	1460	1 ea.	6,250	0	0	0	Moved
	Replacement of Cabinets and Countertops	1460	25%	11,250	0	0	0	Moved
	Exterior Repair / Paint	1460	3 ea.	8,400	0	0	0	Moved
	Replace Vanity Cabinets	1460	25%	2,375	0	0	0	Moved
	Replace Interior Finishes	1460	4 ea.	11,250	0	0	0	Moveo
	Repair / Replace Roofs	1460	5 ea.	17,500	17,500	0	0	Plannir
	Installation of Central A/C a& Heating Systems	1460	1 ea.	750	0	0	0	Moved
	Abatement of Hazardous Materials	1460	4 ea.	1,000	0	0	0	Moved
	Sub total 1460			58,775	17,500	0	0	
	Relocation	1495	2 ea.	2,500	0	0	0	Move
	Sub total 1495			2,500	0	0	0	
	Total: TX 661			68,900	17,500	0	0	
TX 662								
attered Sites								
attered Sites	Repair / Replacement of Perimeter Fencing	1450	15.625 LF	750	0	0	0	Move
eattered Sites	Repair / Replacement of Perimeter Fencing Site Improvements - Sewer Line Repair / Replacement	1450 1450	15.625 LF 100%	750 2,375	0	0	0	
cattered Sites					0	0 0	0	Move
cattered Sites	Site Improvements - Sewer Line Repair / Replacement	1450	100%	2,375	0 0 0	0 0	0 0	Moved Moved Moved
	Site Improvements - Sewer Line Repair / Replacement Provide Proper Landscaping Repair / Replacement of Sidewalks, Curbs, Retaining	1450 1450	100%	2,375 3,750	0 0 0	0 0	0 0	Move
	Site Improvements - Sewer Line Repair / Replacement Provide Proper Landscaping Repair / Replacement of Sidewalks, Curbs, Retaining Walls, etc.	1450 1450	100%	2,375 3,750 750			_	Move
	Site Improvements - Sewer Line Repair / Replacement Provide Proper Landscaping Repair / Replacement of Sidewalks, Curbs, Retaining Walls, etc. Sub total 1450	1450 1450 1450	100% 100% 75 SF 1 ea. 25%	2,375 3,750 750 7,625		0	_	Move Move Move
	Site Improvements - Sewer Line Repair / Replacement Provide Proper Landscaping Repair / Replacement of Sidewalks, Curbs, Retaining Walls, etc. Sub total 1450 Repair Foundations	1450 1450 1450 1460	100% 100% 75 SF	2,375 3,750 750 7,625 6,250		0	_	Move Move

II	1		l I	I		1	i I	
	Replace Interior Finishes	1460	4 ea.	11,250	0	0	0	Moved
	Repair / Replace Roofs	1460	5 ea.	17,500	17,500	0	0	Planning
	Installation of Central A/C a& Heating Systems	1460	1 ea.	750	0	0	0	Moved
	Abatement of Hazardous Materials	1460	4 ea.	1,000	0	0	0	Moved
	Sub total 1460			58,775	17,500	0	0	
	Relocation	1495	2 ea.	2,500	0	0	0	Moved
	Sub total 1495			2,500	0	0	0	
	Total: TX 662			68,900	17,500	0	0	
TX 663 Scattered Sites	Repair / Replacement of Perimeter Fencing	1450	15.625 LF	750	0	0	0	Moved
	Site Improvements - Sewer Line Repair / Replacement	1450	100%	2,375	0	0	0	Moved
	Provide Proper Landscaping	1450	100%	3,750	0	0	0	Moved
	Repair / Replacement of Sidewalks, Curbs, Retaining Walls, etc.	1450	75 SF	750	0	0	0	Moved
	Sub total 1450			7,625	0	0	0	
	Repair Foundations	1460	1 ea.	6,250	0	0	0	Moved
	Replacement of Cabinets and Countertops	1460	25%	11,250	0	0	0	Moved
	Exterior Repair / Paint	1460	3 ea.	8,400	0	0	0	Moved
	Replace Vanity Cabinets	1460	25%	2,375	0	0	0	Moved
	Replace Interior Finishes	1460	4 ea.	11,250	0	0	0	Moved
	Repair / Replace Roofs	1460	5 ea.	17,500	17,500	0	0	Planning
	Installation of Central A/C a& Heating Systems	1460	1 ea.	750	0	0	0	Moved
	Abatement of Hazardous Materials	1460	4 ea.	1,000	0	0	0	Moved
	Sub total 1460			58,775	17,500	0	0	
	Relocation	1495	$^{13}2$ ea.	2,500	0	0	0	Moved
	Sub total 1495			2,500	0	0	0	

	Total: TX 663			68,900	17,500	0	0	
	10tat- 1A 003			00,800	17,900	U	U	
TX 668 Scattered Sites	Repair / Replacement of Perimeter Fencing	1450	15.625 LF	750	0	0	0	Moved
	Site Improvements - Sewer Line Repair / Replacement	1450	100%	2,375	0	0	0	Moved
	Provide Proper Landscaping	1450	100%	3,750	0	0	0	Moved
	Repair / Replacement of Sidewalks, Curbs, Retaining Walls, etc.	1450	75 SF	750	0	0	0	Moved
	Sub total 1450			7,625	0	0	0	
	Repair Foundations	1460	1 ea.	6,250	0	0	0	Moved
	Replacement of Cabinets and Countertops	1460	25%	11,250	0	0	0	Moved
	Exterior Repair / Paint	1460	3 ea.	8,400	0	0	0	Moved
	Replace Vanity Cabinets	1460	25%	2,375	0	0	0	Moved
	Replace Interior Finishes	1460	4 ea.	11,250	0	0	0	Moved
	Repair / Replace Roofs	1460	5 ea.	17,500	17,500	0	0	Planning
	Installation of Central A/C a& Heating Systems	1460	1 ea.	750	0	0	0	Moved
	Abatement of Hazardous Materials	1460	4 ea.	1,000	0	0	0	Moved
	Sub total 1460			58,775	17,500	0	0	
	Relocation	1495	2 ea.	2,500	0	0	0	Moved
	Sub total 1495			2,500	0	0	0	
	Total: TX 668			68,900	17,500	0	0	
TX 699 Scattered Sites	Repair / Replacement of Perimeter Fencing	1450	15.625 LF	750	0	0	0	Moved
	Site Improvements - Sewer Line Repair / Replacement	1450	100%	2,375	0	0	0	Moved
	Provide Proper Landscaping	1450	14100%	3,750	0	0	0	Moved
	Repair / Replacement of Sidewalks, Curbs, Retaining Walls, etc.	1450	75 SF	750	0	0	0	Moved

	Sub total 1450			7,625	0	0	0	
	Repair Foundations	1460	1 ea.	6,250	0	0	0	Moved
	Replacement of Cabinets and Countertops	1460	25%	11,250	0	0	0	Moved
	Exterior Repair / Paint	1460	3 ea.	8,400	0	0	0	Moved
	Replace Vanity Cabinets	1460	25%	2,375	0	0	0	Moved
	Replace Interior Finishes	1460	4 ea.	11,250	0	0	0	Moved
	Repair / Replace Roofs Installation of Central A/C a& Heating Systems		5 ea.	17,500	17,500	0	0	Planning
			1 ea.	750	0	0	0	Moved
	Abatement of Hazardous Materials	1460	4 ea.	1,000	0	0	0	Moved
	Sub total 1460			58,775	17,500	0	0	
	Relocation	1495	2 ea.	2,500	0	0	0	Moved
	Sub total 1495			2,500	0	0	0	
	Total: TX 699			68,900	17,500	0	0	
TX 6-124 Frank Hornsby	Paint Handrails and Perimeter Fencing	1450	100%	23,000	0	0	0	Moved
	Sub total 1450			23,000	0	0	0	
	Replace Flat Roofs Above Community Room and Replace Wooden Trim	1460	100%	30,000	30,000	0	0	Planning
	Sub total 1460			30,000	30,000	0	0	
	Total: TX 6-124			53,000	30,000	0	0	
TX 6-126 Glen Park	Repair / Replacement of Roofs	1460	2 ea.	45,000	45,000	0	0	Planning
	Sub total 1460			45,000	45,000	0	0	
	Total: TX 6-126			45,000	45,000	0	0	
				ĺ	,			
TX 6-130 South San	Asphalt Repairs to Driveways and Parking Lot	1450	1595 SF	15,946	0	0	0	Moved
	Sub total 1450			15,946	0	0	0	

	Installation of Automatic Entry Doors	1460	100%	12,000	0	0	0	Moved
	Sub total 1460			12,000	0	0	0	
	Total: TX 6-130			27,946	0	0	0	
	10tai: 1x 0-130			21,940	U	U	U	
TX 6-131 Blueridge	Operations	1406	N/A	0	0	9,869	9,869	Complete
	Sub total 1406			0	0	9,869	9,869	
	TI. 4. 1: TIV 0. 101			0	0	0.000	0.000	
	Total: TX 6-131			0	0	9,869	9,869	
TX 6-135 Mirasol Target Site	Operations	1406	N/A	0	0	66,137	66,137	Complete
	Sub total 1406			0	0	66,137	66,137	
	Total: TX 6-135			0	0	66,137	66,137	
	10tai: 1x 6-155			U	U	00,137	00,137	
TX 6-136 Springview Target Site	Operations	1406	N/A	0	0	33,074	33,074	Complete
	Sub total 1406			0	0	33,074	33,074	
	m + 1 my a 100			2	0	00.074	99.054	
	Total: TX 6-136			0	0	33,074	33,074	
TX 6-139 Refugio	Operations	1406	N/A	0	0	10,022	10,022	Complete
	Sub total 1406			0	0	10,022	10,022	
	m + 1 mv a 100			0	0	10.000	10.000	
	Total: TX 6-139			0	0	10,022	10,022	
TX 600 PHA Wide	Operations	1406	N/A	1,806,666	1,806,666	38,668	38,668	Complete
	= = = Sub total 1406 = = =			1,806,666	1,806,666	38,668	38,668	
	SOFTWARE: Offsite Storage; Crystal; CONNX; Paperless; AntiVirus; E-mail/Internet Content Filter; VeriSign; AntiSpam; Premium Content Filter; MLS Upgrade; Network Admin; Symantec Security; Multicast Software	1408	100%	120,495	120,495	O	0	Planning
	= = = Sub total 1408 = = =		16	120,495	120,495	0	0	
	Salaries/Employee Benefit Contribution Printing & Publications Advertising	1410 1410 1410	100% 100% 100%	563,333 15,000 30,000	563,333 15,000 30,000	0 0 0	0 0 0	Planning Planning Planning

Office Supplies / Sundry Office rent for Asset Mgmt	1410 1410	100% 100%	5,000 290,000	5,000 290,000	0	0	Planning Planning
= = = Sub total 1410 = = =			903,333	903,333	0	0	
Engineering Surveys at various properties	1430	100%	2,000	0	0	0	Moved
Lead Based Paint Testing Asbestos Testing	1430 1430	100% 100%	2,000 2,000	0	0	0 0	Moved Moved
= = = Sub total 1430 = = =			6,000	0	0	0	
Site Costs/Sundry Current Tax Settlements Surveys and Maps Appraisals Property Acquisition	1440 1440 1440 1440 1440	100% 100% 100% 100% 100%	2,000 2,000 2,000 2,000 2,000	0 0 0 0	0 0 0 0	0 0 0 0	Moved Moved Moved Moved
= = = Sub total 1440 = = =			10,000	0	0	0	
Systems Upgrade (boilers, heating, chillers, pump systems, salt systems, elevators, etc.)	1460	100%	349,203	0	0	0	Moved
On Demand/Lead Based Paint Abatement	1460	100%	2,000	0	0	0	Moved
On Demand/Asbestos Abatement	1460	100%	2,000	0	0	0	Moved
On Demand/Elevator Repairs/Code Compliance	1460	100%	2,000	0	0	0	Moved
On Demand/Replace-Repair A/C Systems Energy Performance Measures - Abatement of LBP/ACM Materials	1460 1460	100% 100%	2,000 2,000	0	0	0	Moved Moved
Rehabilitation Of Units	1460	100%	2,000	0	0	0	Moved
=== Sub total 1460 ===			361,203	0	0	0	
Systems Upgrade (boilers, heating, chillers, pump systems, salt systems, elevators, etc.)	1470	100%	2,000	0	0	0	Moved
On Demand/Lead Based Paint Abatement	1470	100%	2,000	0	0	0	Moved
On Demand/Asbestos Abatement	1470	100%	2,000	0	0	0	Moved
On Demand/Elevator Repairs/Code Compliance	1470	100%	2,000	0	0	0	Moved
On Demand/Replace-Repair A/C Systems	1470	100%	2,000	0	0	0	Moved
Energy Performance Measures - Abatement of LBP/ACM Materials	1470	100%	2,000	0	0	0	Moved
=== Sub total 1470 ===		47	12,000	0	0	0	
HARDWARE:		17					

Ethernet; RAID Drives; Keyboards; Mouse; Pads; HD Upgrades; CD ROM/WORMS; Memory; Surge Protectors	1475	100%	13,978	13,978	0	0	Planning
PC's; Laptops (RES); Printers (RES); Board Sound Recorder; Board Room Projector; Fiscal Output; New Upgrade Servers; CPU Rack; Video Server; FAX Server	1475	100%	370,880	370,880	0	0	Planning
Warehouse Backup Buildup; Time Warner Cable; VOIP Warehouse; Switch Upgrades	1475	100%	54,520	54,520	0	0	Planning
VOIP Warehouse, Switch Opgrades	1475	100%	16,240	16,240	0	0	Planning
= = = Sub total 1475 = = =			455,618	455,618	0	0	
Relocation Costs	1495	100%	10,000	0	0	0	Moved
= = = Sub total 1495 = = =			10,000	0	0	0	
Development Activities	1499	100%	2,000	0	0	0	Moved
===Sub total 1499===			2,000	0	0	0	
CFFP Debt Service	9000	100%	2,192,651	2,192,651	0	0	Planning
= = = Sub total 9000 = = =			2,192,651	2,192,651	0	0	
Contingency	1502	100%	517,918	0	0	0	Moved
= = = Sub total 1502 = = =			517,918	0	0	0	
== SUB TOTAL PHA WIDE ==			6,397,884	5,478,763	38,668	38,668	
TOTAL MOD PROGRAM			9,026,663	9,033,330	1,806,666	1,806,666	

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part III: Implementation Schedule

San Antonio Housing Authority

PHA Name:

Grant Type and Number

Capital Fund Program No:__ TX59-P006-50107

Replacement Housing Factor No: __

OB End Date: 09/12/09 Federal FY of Grant:

2007 CFP Apr-08

	Obligated Ending Date Revised 12/31/2007	(Quarter e) Actual 12/31/2007		Expended Ending Date Revised 12/31/2007	(Quarter e) Actual	Reasons for Revised Target Dates
N/A	12/31/2007		_			
		12/31/2007	N/A	12/31/2007	19/31/9007	
N/A	9/12/2009				14/01/4007	Complete
			N/A	9/12/2011		Added Work Item
N/A	12/31/2007	12/31/2007	N/A	12/31/2007	12/31/2007	Complete
N/A	12/31/2007	12/31/2007	N/A	12/31/2007	12/31/2007	Complete
N/A	12/31/2007	12/31/2007	N/A	12/31/2007	12/31/2007	Complete
N/A	12/31/2007	12/31/2007	N/A	12/31/2007	12/31/2007	Complete / Removed Work Item
N/A	12/31/2007	12/31/2007	N/A	12/31/2007	12/31/2007	Complete / Removed Work Item
	N/A N/A	N/A 12/31/2007 N/A 12/31/2007 N/A 12/31/2007	N/A 12/31/2007 12/31/2007 N/A 12/31/2007 12/31/2007 N/A 12/31/2007 12/31/2007	N/A 12/31/2007 12/31/2007 N/A N/A 12/31/2007 12/31/2007 N/A N/A 12/31/2007 12/31/2007 N/A	N/A 12/31/2007 12/31/2007 N/A 12/31/2007 N/A 12/31/2007 12/31/2007 N/A 12/31/2007 N/A 12/31/2007 12/31/2007 N/A 12/31/2007	N/A 12/31/2007 12/31/2007 N/A 12/31/2007 12/31/2007 N/A 12/31/2007 12/31/2007 N/A 12/31/2007 12/31/2007 N/A 12/31/2007 12/31/2007 N/A 12/31/2007 12/31/2007

TEX 612 Villa Veramendi	N/A	12/31/2007	12/31/2007	N/A	12/31/2007	12/31/2007	Complete / Removed Work Item
TEX 613 San Juan Homes Annex	9/12/2009	N/A		9/12/2011	N/A		Removed Work Item
TEX 618 Victoria Plaza	N/A	12/31/2007	12/31/2007	N/A	12/31/2007	12/31/2007	Complete / Removed Work Item
TEX 619 Villa Tranchese	9/12/2009	9/12/2009		9/12/2011	9/12/2011		Added Work Item
TEX 622 Villa Hermosa	N/A	12/31/2007	12/31/2007	N/A	12/31/2007	12/31/2007	Complete / Removed Work Item
TEX 623 Sun Park Lane	N/A	12/31/2007	12/31/2007	N/A	12/31/2007	12/31/2007	Complete / Removed Work Item
TEX 624 Mission Park	N/A	12/31/2007	12/31/2007	N/A	12/31/2007	12/31/2007	Complete / Removed Work Item
TEX 626A Tarry Towne	N/A	12/31/2007	12/31/2007	N/A	12/31/2007	12/31/2007	Complete
TEX 627 Parkview	N/A	12/31/2007	12/31/2007	N/A	12/31/2007	12/31/2007	Complete
TEX 628 Fair Avenue	N/A	12/31/2007	12/31/2007	N/A	12/31/2007	12/31/2007	Complete / Removed Work Item
TEX 629 Blanco Apts.	9/12/2009	9/12/2009		9/12/2011	9/12/2011		Added Work Item

TEX 630 Lewis Chatham	N/A	12/31/2007	12/31/2007	N/A	12/31/2007	12/31/2007	Complete / Removed Work Item
TEX 631 Riverside	N/A	12/31/2007	12/31/2007	N/A	12/31/2007	12/31/2007	Complete
TEX 632A Madonna Apts.	9/12/2009	9/12/2009		9/12/2011	9/12/2011		Added Work Item
TEX 633B Le Chalet	9/12/2009	9/12/2009		9/12/2011	9/12/2011		Added Work Item
TEX 634 Cheryl West Apts.	N/A	12/31/2007	12/31/2007	N/A	12/31/2007	12/31/2007	Complete
TEX 635A Village East	9/12/2009	N/A		9/12/2011	N/A		Removed Work Item
TEX 635B Olive Park	9/12/2009	N/A		9/12/2011	N/A		Removed Work Item
TEX 637 Dispersed Housing	9/12/2009	9/12/2009		9/12/2011	9/12/2011		No Change
TEX 638 Jewett Circle	9/12/2009	12/31/2007	12/31/2007	9/12/2011	12/31/2007	12/31/2007	Complete / Removed Work Item
TEX 639 Kenwood North	9/12/2009	12/31/2007	12/31/2007	9/12/2011	12/31/2007	12/31/2007	Complete / Removed Work Item
TEX 642 WC White	N/A	12/31/2007	12/31/2007	N/A	12/31/2007	12/31/2007	Complete
TEX 643 Higiview	N/A	12/31/2007	12/31/2007	N/A	12/31/2007	12/31/2007	Complete

TEX 644 Cross Creek	9/12/2009	9/12/2009		9/12/2011	9/12/2011		No Change
TEX 647 Westway	N/A	12/31/2007	12/31/2007	N/A	12/31/2007	12/31/2007	Complete
TEX 648 Marie McGuire	9/12/2009	9/12/2009		9/12/2011	9/12/2011		No Change
TEX 650 Francis Furey Apts.	N/A	12/31/2007	12/31/2007	N/A	12/31/2007	12/31/2007	Complete
TEX 651 H B Gonzalez	9/12/2009	N/A		9/12/2011	N/A		Removed Work Item
TEX 652 William Sinkin	9/12/2009	N/A		9/12/2011	N/A		Removed Work Item
TEX 653 Pin Oak II	9/12/2009	N/A		9/12/2011	N/A		Removed Work Item
TEX 654 Col. J. George Cisneros	9/12/2009	N/A		9/12/2011	N/A		Removed Work Item
TEX 656 LC Rutledge	9/12/2009	N/A		9/12/2011	N/A		Removed Work Item
TEX 658 Lila Cockrell	N/A	12/31/2007	12/31/2007	N/A	12/31/2007	12/31/2007	Complete
TEX 659 O P Schnabel	9/12/2009	N/A		9/12/2011	N/A		Removed Work Item
	9/12/2009	N/A		9/12/2011	N/A		Removed Work Item

TEX 661 Scattered Sites	9/12/2009	9/12/2009		9/12/2011	9/12/2011		No Change
TEX 662 Scattered Sites	9/12/2009	9/12/2009		9/12/2011	9/12/2011		No Change
TEX 663 Scattered Sites	9/12/2009	9/12/2009		9/12/2011	9/12/2011		No Change
TEX 668 Scattered Sites	9/12/2009	9/12/2009		9/12/2011	9/12/2011		No Change
TEX 699 Scattered Sites	9/12/2009	9/12/2009		9/12/2011	9/12/2011		No Change
TEX 6124 Frank Hornsby	9/12/2009	9/12/2009		9/12/2011	9/12/2011		No Change
TEX 126 Glen Park	9/12/2009	9/12/2009		9/12/2011	9/12/2011		No Change
TEX 6130 South San	9/12/2009	N/A		9/12/2011	N/A		Removed Work Item
TEX 6131 Blueridge	N/A	12/31/2007	12/31/2007	N/A	12/31/2007	12/31/2007	Complete
TEX 6135 Mirasol Target Site	N/A	12/31/2007	12/31/2007	N/A	12/31/2007	12/31/2007	Complete
TEX 6136 Springview Target Site	N/A	12/31/2007	12/31/2007	N/A	12/31/2007	12/31/2007	Complete

TEX 6139 Refugio	N/A	12/31/2007	12/31/2007	N/A	12/31/2007	12/31/2007	Complete
			TEX 600	PI	IA Wide		
1406 Operations	9/12/2009	12/31/2007		9/12/2009	12/31/2007		Complete
1408 Management Imp	9/12/2009	9/12/2009		9/12/2011	9/12/2011		No Change
1410 Administration	9/12/2009	9/12/2009		9/12/2011	9/12/2011		No Change
1430 Consultant Fees	9/12/2009	N/A		9/12/2011	N/A		Removed Work Item
1440 Property Acquisition	9/12/2009	N/A		9/12/2011	N/A		Removed Work Item
1460 Dwelling Structures	9/12/2009	N/A		9/12/2011	N/A		Removed Work Item
1470 Non-Dwelling Structures	9/12/2009	N/A		9/12/2011	N/A		Removed Work Item
1475 Non-Dwelling Equipment	9/12/2009	9/12/2009		9/12/2011	9/12/2011		No Change
1495 Relocation	9/12/2009	N/A		9/12/2011	N/A		Removed Work Item

1499 Development	9/12/2009	N/A	9/12/2011	N/A	Removed Work Item
9000 CFFP Debt Services	9/12/2009	9/12/2009	9/12/2011	9/12/2011	No Change
1502 Contingent Account	N/A	N/A	N/A	N/A	N/A

PHA N San Ai	Name ntonio Housing Authority	Grant Type and Numbe Capital Fund Program C Replacement Housing F	Grant No: TX59P006501-08	-	Federal FY of 2008 CFP
Emerg	al Annual Statement Reserve for disasters/gencies	X Revised Annual State	ement (revision no: 1)		Final Grant Am May 2008
Perfor	mance and Evaluation Report for Period Ending:	Final Performance & Ev	valuation		\$8,800,604
Line	Summary by Development Account	Total Estin	nated Costs	Total Actua	l Cost
		Original - April 2008	Revised - May 2008	Obligated	Expended
1	Total Non-CGP Funds	0	0	0	
2	1406 Operations	1,806,666	1,760,120	0	
3	1408 Management Improvements	114,695	114,695	0	
4	1410 Administration	903,333	880,060	0	
5	1411 Audit	0	0	0	
6	1415 Liquidated Damages	0	0	0	
7	1430 Fees and Costs	2,000	2,000	0	
8	1440 Site Acquisition	0	0	0	
9	1450 Site Improvement	409,125	409,125	0	
10	1460 Dwelling Structures	2,889,064	2,874,064	0	
11	1465.1 Dwelling Equipment - Nonexpendable	0	0	0	
12	1470 Nondwelling Structures	0	0	0	
13	1475 Nondwelling Equipment	185,378	185,378	0	
14	1485 Demolition	0	0	0	
15	1490 Replacement Reserve	0	0	0	
	1492 Moving To Work Demonstration	0	0	0	
	1495.1 Relocation Costs	12,500	12,500	0	
18	1499 Development Activities	0	0	0	
19	9000 Collaterization of Debt Service	2,192,651	2192651	0	
20	1502 Contingency (may not exceed 8% of line 21)	517,918	370,011	0	
21	Amount of Annual Grant (Sum of Lines 2-20)	9,033,330	8,800,604	0	0
22	Amount of line 21 Related LBP Activities	7,000	7,000	0	
23	Amount of line 21 Related to Section 504 Compliance	0	0	0	
24	Amount of line 21 Related to Security-Soft Costs	0	0	0	
25	Amount of line 21 Related to Security-Hard Costs	0	0	0	
26	Amount of line 21 Related to Energy Conservation Measures	432,203	432,203	0	

Part	Anr	nual Statement/Performance and Evaluation Report			U.S. Department of Housing and Urban Development						
Part	Capital Fund Pro	gram (CFP) Part II: Supporting Pages			Office of Public and Indian Housing						
Development Number Separate General Description of Major Work Categories Status Propose Propos	PHA Name: San Antonio Hou s	sing Authority	Capital Fund	d Program			Final Gra	nt Amt.			
HA- Wide Activities	•	Concrel Description of Major	· · · · · · · · · · · · · · · · · · ·	Quantity	Total Estimated				Status of		
Sub total 1460 1 ea. 35,000 35,000 0 0	HA - Wide		Account	quantity	Original	Revised (1)			Proposed Work		
Sub total 1460 1 ea. 35,000 35,000 0 0											
Total: TX 618		Replace Fire Pump	1460	1 ea.	35,000	35,000	0	0			
TX 619 Villa Installation of HVAC Controller 1460 1 ea. 35,000 35,000 0 0 0		Sub total 1460			35,000	35,000	0	0			
Sub total 1460 1 ea. 35,000 35,000 0 0		Total: TX 618			35,000	35,000	0	0			
Total: TX 619 35,000 35,000 0 0		Installation of HVAC Controller	1460	1 ea.	35,000	35,000	0	0			
Replace Fire Pump		Sub total 1460			35,000	35,000	0	0			
Hermosa Replace Fire Pump 1460 1 ea. 35,000 35,000 0 0		Total: TX 619			35,000	35,000	0	0			
insulation materials; Replace/Repair Decking as Needed; Remove all Environmentally Hazardous Materials). Sub total 1460 100% 100,000 100,000 0 0		Replace Fire Pump	1460	1 ea.	35,000	35,000	0	0			
TX 623 Sun Park Reroofing (Remove Existing; Install new insulation materials; Replace/Repair Decking as Needed; Remove all Environmentally Hazardous Materials). Sub total 1460 100% 122,593 122,593 0 0		insulation materials; Replace/Repair Decking as Needed; Remove all Environmentally	1460	100%	100,000	100,000	C	0			
Reroofing (Remove Existing; Install new insulation materials; Replace/Repair Decking as Needed; Remove all Environmentally Hazardous Materials). Sub total 1460 100% 122,593 122,593 0 0 0 0		Sub total 1460			135,000	135,000	0	0			
TX 623 Sun insulation materials; Replace/Repair Decking as Needed; Remove all Environmentally Hazardous Materials). Sub total 1460 100% 122,593 122,593 0 0 0		Total: TX 622			135,000	135,000	0	0			
	TX 623 Sun	insulation materials; Replace/Repair Decking as Needed; Remove all Environmentally Hazardous Materials).	1460	100%	122,593	122,593	0	0			
		Sub total 1460			122,593	122,593	0	0			

	Total: TX 623			122,593	122,593	0	0	
TX 624 Mission Park	Installation of Roofing Systems to Prevent Erosion (gutters/downspouts, etc)	1460	100%	15,000	15,000	(0	
	Sub total 1460			15,000	15,000	0	0	
						_	_	
	Total: TX 624			15,000	15,000	0	0	
TX 626A Tarry Towne	Replace Carport Structures	1450	100%	120,000	120,000	(0	
	Sub total 1450			120,000	120,000	0	0	
	Total: TX 626A			120,000	120,000	0	0	
TX 626C Linda Lou	Replace Gutters and Downspouts	1460	100%	5,000	5,000	(0	
	Sub total 1460			5,000	5,000	0	0	
	The Author coord			T 000	T 000			
	Total: TX 626C			5,000	5,000	0	0	
TX 628 Fair Avenue	exterior to prevent water intrusion into	1450	1,600 sqft	25,000	25,000	(0	
	Sub total 1450			25,000	25,000	0	0	
	Reroofing (Remove Existing; Install new insulation materials; Replace/Repair Decking as Needed; Remove all Environmentally Hazardous Materials).	1460	100%	67,918	67,918	(0	
	Sub total 1460			67,918	67,918	0	0	
	Total: TX 628			92,918	92,918	0	0	
	1410			52,520		Ÿ		
	Installation of Electric Push Plates to Automatically Open the Hallway Double Doors	1460	2 ea.	15,000	0	(0	
	Interior Renovation: fan coil units; thermostats, ball valves; flex hose; drain pans- duct board; auxiliary drain pans; air devices- drywall; gypsum-dual outlets; switches; light fixtures; new finishes; shower enclosures, etc.	1460	100 Units	1,602,044	1,602,044	C	0	
	Sub total 1460		ļ	1,617,044	1,602,044	0	0	
			3					

	Total: TX 629			1,617,044	1,602,044	0	0	
				, ,	, ,			
TX 630 Chatham	Install Pressure Valves; Regulator; Electronic Controls	1460	1 ea.	25,931	25,931		0 0	
	Sub total 1460			25,931	25,931	0	0	
	Total: TX 630			25,931	25,931	0	0	
	Reroofing (Remove Existing; Install new insulation materials; Replace/Repair Decking as Needed; Remove all Environmentally Hazardous Materials).	1460	4 ea.	17,500	17,500		0	
	Sub total 1460			17,500	17,500	0	0	
	Total: TX 637			17,500	17,500	0	0	
TX 646 Kenwood Manor	Reroofing (Remove Existing; Install new insulation materials; Replace/Repair Decking as Needed; Remove all Environmentally Hazardous Materials).	1460	9 ea.	30,000	30,000		0 0	
	Sub total 1460			30,000	30,000	0	0	
	Total: TX 646			30,000	30,000	0	0	
TX 647 Westway	Reroofing (Remove Existing; Install new insulation materials; Replace/Repair Decking as Needed; Remove all Environmentally Hazardous Materials).	1460	2 ea.	30,000	30,000		0	
	Sub total 1460			30,000	30,000	0	0	
	Total: TX 647			30,000	30,000	0	0	
TX 648 Marie McGuire	Structural Repair To Damaged Top Section of Driveway	1450	100%	156,000	156,000		0	
	Sub total 1450			156,000	156,000	0	0	
	_							
	Total: TX 648			156,000	156,000	0	0	
TX 658 Cockrell	Install Boilers	1460	2 ea.	50,000	50,000		0 0	
	Sub total 1450			50,000	50,000	0	0	
	Total: TX 658			50,000	50,000	0	0	

TX 659 OP Schnabel	Reroofing and Component Replacement To Flat Roof on Main St.	1460	100%	20,000	20,000	C	0	
	Sub total 1450			20,000	20,000	0	0	
	Total: TX 659			20,000	20,000	0	0	
	1000 111000			20,000	20,000	<u> </u>	v	
TX 661 Scattered Sites	Repair / Replacement of Perimeter Fencing	1450	1 ea.	750	750	C	0	
	Site Improvements - Sewer Line Repair / Replacement	1450	2 ea.	2,375	2,375	C	0	
	Provide Proper Landscaping	1450	2 ea.	3,750	3,750	C	0	
	Repair / Replacement of Sidewalks, Curbs, Retaining Walls, etc.	1450	40 sqft	750	750	0	0	
	Sub total 1450			7,625	7,625	0	0	
	Repair Foundations	1460	3 ea.	6,250	6,250	C	О	
	Replacement of Cabinets and Countertops	1460	10 ea.	11,250	11,250	C	0	
	Exterior Repair / Paint	1460	4 ea.	8,400	8,400	C	0	
	Replace Vanity Cabinets	1460	10 ea.	2,375	2,375	C	0	
	Replace Interior Finishes	1460	10 ea.	11,250	11,250	C	0	
	Reroofing (Remove Existing; Install new insulation materials; Replace/Repair Decking as Needed; Remove all Environmentally Hazardous Materials).	1460	5 ea.	17,500	17,500	C	0	
	Installation of Central A/C & Heating Systems	1460	1 ea.	750	750	C	0	
	Abatement of Hazardous Materials	1460	4 ea.	1,000	1,000	C	0	
	Sub total 1460			58,775	58,775	0	0	
	Relocation	1495	2 ea.	2,500	2,500	C	0	
	Sub total 1495			2,500	2,500	0	0	
	Total: TX 661			68,900	68,900	0	0	
			5		,			

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TX 662 Scattered Sites	Repair / Replacement of Perimeter Fencing	1450	1 ea.	750	750	0	0	
	Site Improvements - Sewer Line Repair / Replacement	1450	2 ea.	2,375	2,375	0	0	
	Provide Proper Landscaping	1450	2 ea.	3,750	3,750	0	0	
	Repair / Replacement of Sidewalks, Curbs, Retaining Walls, etc.	1450	40 sqft	750	750	0	0	
	Sub total 1450			7,625	7,625	0	0	
	Repair Foundations	1460	3 ea.	6,250	6,250	0	0	
	Replacement of Cabinets and Countertops	1460	10 ea.	11,250	11,250	0	0	
	Exterior Repair / Paint	1460	4 ea.	8,400	8,400	0	0	
	Replace Vanity Cabinets	1460	10 ea.	2,375	2,375	0	0	
	Replace Interior Finishes	1460	10 ea.	11,250	11,250	0	0	
	Reroofing (Remove Existing; Install new insulation materials; Replace/Repair Decking as Needed; Remove all Environmentally Hazardous Materials).	1460	5 ea.	17,500	17,500	0	0	
	Installation of Central A/C a& Heating Systems	1460	1 ea.	750	750	0	0	
	Abatement of Hazardous Materials	1460	4 ea.	1,000	1,000	0	0	
	Sub total 1460			58,775	58,775	0	0	
	Relocation	1495	2 ea.	2,500	2,500	0	0	
	Sub total 1495			2,500	2,500	0	0	
	Total: TX 662			68,900	68,900	0	0	
	10tal· 1A 002			00,800	00,000	0	U	
TX 663	Repair / Replacement of Perimeter Fencing	1450	1 ea.	750	750	0	0	
Scattered Sites	Site Improvements - Sewer Line Repair / Replacement	1450	2 ea.	2,375	2,375	0	0	
	Provide Proper Landscaping	1450	2 ea.	3,750	3,750	0	0	
II	1		I	ı			1	

	Repair / Replacement of Sidewalks, Curbs, Retaining Walls, etc.	1450	40 sqft	750	750	0	0	
	Sub total 1450			7,625	7,625	0	0	
	Repair Foundations	1460	3 ea.	6,250	6,250	0	О	
	Replacement of Cabinets and Countertops	1460	10 ea.	11,250	11,250	0	0	
	Exterior Repair / Paint	1460	4 ea.	8,400	8,400	0	0	
	Replace Vanity Cabinets	1460	10 ea.	2,375	2,375	0	0	
	Replace Interior Finishes	1460	10 ea.	11,250	11,250	0	0	
	Reroofing (Remove Existing; Install new insulation materials; Replace/Repair Decking as Needed; Remove all Environmentally Hazardous Materials).	1460	5 ea.	17,500	17,500	0	0	
	Installation of Central A/C a& Heating Systems	1460	1 ea.	750	750	0	0	
	Abatement of Hazardous Materials	1460	4 ea.	1,000	1,000	0	0	
	Sub total 1460			58,775	58,775	0	0	
II				00,110	00,110	•	U	
	Relocation	1495	2 ea.	2,500	2,500	0	0	
		1495	2 ea.			0	0	
	Relocation Sub total 1495	1495	2 ea.	2,500 2,500	2,500 2,500	0	0	
	Relocation	1495	2 ea.	2,500	2,500	0	0	
TX 668	Relocation Sub total 1495 Total: TX 663 Repair / Replacement of Perimeter Fencing	1495	2 ea. 1 ea.	2,500 2,500	2,500 2,500	0	0	
TX 668 Scattered Sites	Relocation Sub total 1495 Total: TX 663			2,500 2,500 68,900	2,500 2,500 68,900	0	0	
	Relocation Sub total 1495 Total: TX 663 Repair / Replacement of Perimeter Fencing Site Improvements - Sewer Line Repair /	1450	1 ea.	2,500 2,500 68,900 750	2,500 2,500 68,900 750	0	0	
	Relocation Sub total 1495 Total: TX 663 Repair / Replacement of Perimeter Fencing Site Improvements - Sewer Line Repair / Replacement	1450 1450	1 ea. 2 ea.	2,500 2,500 68,900 750 2,375	2,500 2,500 68,900 750 2,375	0	0	
	Relocation Sub total 1495 Total: TX 663 Repair / Replacement of Perimeter Fencing Site Improvements - Sewer Line Repair / Replacement Provide Proper Landscaping Repair / Replacement of Sidewalks, Curbs,	1450 1450 1450	1 ea. 2 ea. 2 ea.	2,500 2,500 68,900 750 2,375 3,750	2,500 2,500 68,900 750 2,375 3,750	0	0	
	Relocation Sub total 1495 Total: TX 663 Repair / Replacement of Perimeter Fencing Site Improvements - Sewer Line Repair / Replacement Provide Proper Landscaping Repair / Replacement of Sidewalks, Curbs, Retaining Walls, etc.	1450 1450 1450	1 ea. 2 ea. 2 ea.	2,500 2,500 68,900 750 2,375 3,750 750	2,500 2,500 68,900 750 2,375 3,750	0 0 0	0 0 0 0	
	Relocation Sub total 1495 Total: TX 663 Repair / Replacement of Perimeter Fencing Site Improvements - Sewer Line Repair / Replacement Provide Proper Landscaping Repair / Replacement of Sidewalks, Curbs, Retaining Walls, etc. Sub total 1450	1450 1450 1450 1450	1 ea. 2 ea. 2 ea. 40 sqft	2,500 2,500 68,900 750 2,375 3,750 750 7,625	2,500 2,500 68,900 750 2,375 3,750 750 7,625	0 0 0	0 0 0 0	

	Replace Vanity Cabinets	1460	10 ea.	2,375	2,375	0	C	
	Replace Interior Finishes	1460	10 ea.	11,250	11,250	0	C	,
	Reroofing (Remove Existing; Install new insulation materials; Replace/Repair Decking as Needed; Remove all Environmentally Hazardous Materials).	1460	5 ea.	17,500	17,500	0	O	
	Installation of Central A/C a& Heating Systems	1460	1 ea.	750	750	0	C	,
	Abatement of Hazardous Materials	1460	4 ea.	1,000	1,000	0	C	
	Sub total 1460			58,775	58,775	0	0	
	Relocation	1495	2 ea.	2,500	2,500	0	C	
	Sub total 1495			2,500	2,500	0	0	
	Total: TX 668			68,900	68,900	0	0	
					,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		-	
TX 699 Scattered Sites	Repair / Replacement of Perimeter Fencing Site Improvements - Sewer Line Repair / Replacement	1450 1450	1 ea. 2 ea.	750 2,375	750 2,375	0	0	
	Provide Proper Landscaping	1450	2 ea.	3,750	3,750	0	O	
	Repair / Replacement of Sidewalks, Curbs, Retaining Walls, etc.	1450	40 sqft	750	750	0	0	
	Sub total 1450			7,625	7,625	0	0	
	Repair Foundations	1460	3 ea.	6,250	6,250	0	O	
	Replacement of Cabinets and Countertops	1460	10 ea.	11,250	11,250	0	C	
	Exterior Repair / Paint	1460	4 ea.	8,400	8,400	0	C	
		1460	10 ea.	2,375	2,375	0	C	
	Replace Vanity Cabinets							1
	Replace Vanity Cabinets Replace Interior Finishes	1460	10 ea.	11,250	11,250	0	O)

	nstallation of Central A/C a& Heating Systems	1460	1 ea.	750	750	0	0	
Ab	batement of Hazardous Materials	1460	4 ea.	1,000	1,000	0	0	
	Sub total 1460			58,775	58,775	0	0	
Re	elocation	1495	2 ea.	2,500	2,500	0	0	
	Sub total 1495			2,500	2,500	0	0	
	Total: TX 699			68,900	68,900	0	0	
TX 6-124 Frank Hornsby	aint Handrails and Perimeter Fencing	1450	100%	23,000	23,000	0	0	
	Sub total 1450			23,000	23,000	0	0	
ins as	eroofing (Remove Existing; Install new asulation materials; Replace/Repair Decking s Needed; Remove all Environmentally (azardous Materials).	1460	100%	0	0	0	0	
	Sub total 1460			0	0	0	0	
	The New York			20.000	00.000	•		
	Total: TX 6-124			23,000	23,000	0	0	
TX 6-127 Guadalupe Bk	nstall Retaining Walls	1450	100 LF	20,000	20,000	0	0	
Re	epairs to Areas with Rebar Exposed	1450	100%	7,000	7,000	0	0	
	Sub total 1450			27,000	27,000	0	0	
1	Total: TX 6-127			97.000	27,000	0	0	
				27,000	21,000	Ů.	-	
WY 0 100 G				27,000	21,000	· ·		
TX 6-130 South San	nstallation of Automatic Entry Doors	1460	1 ea.	12,000	12,000	0	0	
ll no		1460	1 ea.			0	0	
ll no	nstallation of Automatic Entry Doors	1460	1 ea.	12,000	12,000	0	0	
TX 6136 Springview South	nstallation of Automatic Entry Doors Sub total 1460	1460	1 ea. 5 ea.	12,000 12,000	12,000 12,000	0	0	

	Total: TX 6136			20,000	20,000	0	0	
TX 6143 Christ the King	Paint Perimeter Fence	1450	100%	10,000	10,000		0	
	Site Improvements: Add Extension to Existing Walkways & Install Privacy Gates	1450	100%	10,000	10,000	(0	
	Sub total 1450			20,000	20,000	0	0	
	Asphalt Repairs to Driveway and Pkng.	1460	100%	10,000	10,000		0	
	Sub total 1460			10,000	10,000	0	0	
	The 12 TWY of 10			22.222	22.222			
	Total: TX 6143			30,000	30,000	0	0	
TX 600 PHA Wide	Operations	1406	N/A	1,806,666	1,760,120		0 0	
	=== Sub total 1406 ===			1,806,666	1,760,120	0	0	
	SOFTWARE:							
	Offsite Storage; Crystal; CONNX; Paperless; AntiVirus; E-mail/Internet Content Filter; VeriSign; AntiSpam; Premium Content Filter; MLS Upgrade; Network Admin; Symantec Security; Multicast Software	1408	TBD	50,895	50,895	,	0 0	
	MLS Upgrade	1408	TBD	29,000	29,000	(0	
	Network Admin	1408	TBD	29,000	29,000		0 0	
	Symantec Security	1408	TBD	5,800	5,800		0 0	
	= = = Sub total 1408 = = =			114,695	114,695	0	0	
	Salaries/Employee Benefit Contribution Printing & Publications Advertising Office Supplies / Sundry Office rent for Asset Mgmt		N/A N/A N/A N/A N/A	563,333 15,000 30,000 5,000 290,000	540,060 15,000 30,000 5,000 290,000		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	
	= = = Sub total 1410 = = =			903,333	880,060	0	0	
	Environmental Assessment	1430	TBD	2,000	2,000		0 0	
	= = = Sub total 1430 = = =			2,000	2,000	0	0	
	Systems Upgrade (boilers, heating, chillers, pump systems, salt systems, elevators, etc.)	1460	TBD 10	347,203	347,203		0	

=== Sub total 1460 ===			347,203	347,203	0	0
HARDWARE:						
Ethernet; RAID Drives; Keyboards; Mouse; Pads; HD Upgrades; CD ROM/WORMS; Memory; Surge Protectors	1475	TBD	13,978	13,978	0	C
PC's; Laptops (RES); Printers (RES); Board Sound Recorder; Board Room Projector; Fiscal Output; New Upgrade Servers; CPU Rack; Video Server; FAX Server	1475	TBD	86,880	86,880	0	0
Warehouse Backup Buildup; Time Warner Cable; VOIP Warehouse; Switch Upgrades	1475	TBD	54,520	54,520	0	0
Purchase Vehicles for (AECS)	1475	TBD	30,000	30,000	0	O
=== Sub total 1475 ===			185,378	185,378	0	0
PHA wide debt service	1501	N/A	2,192,651	2,192,651	0	O
= = = Sub total 1501 = = =			2,192,651	2,192,651	0	0
Contingency	1502	N/A	517,918	370,011	0	0
=== Sub total 1502 ===			517,918	370,011	0	0
== SUB TOTAL PHA WIDE ==			6,069,844	5,852,118	0	0
TOTAL MOD PROGRAM			9,033,330	8,800,604	0	0

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

PHA Name:

Grant Type and Number

Federal FY of Grant: 2008 CFP

San Antonio Housing Authority

Capital Fund Program No:____ TX59-P006-50108
Replacement Housing Factor No:___

Final Grant Amt. May-08

Development Number Name/HA- Wide Activities		All Fund Obligated (Quarter Ending Date)			'unds Expe ter Ending		Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	Received Final Grant Documents
TEX 618 Victoria Plaza	7/1/2010	6/12/2010		7/1/2012	6/12/2012		
TEX 619 Villa Tranchese	7/1/2010	6/12/2010		7/1/2012	6/12/2012		
TEX 622 Villa Hermosa	7/1/2010	6/12/2010		7/1/2012	6/12/2012		
TEX 623 Sun Park Lane	7/1/2010	6/12/2010		7/1/2012	6/12/2012		
TEX 624 Mission Park	7/1/2010	6/12/2010		7/1/2012	6/12/2012		
TEX 626A Terry Town	7/1/2010	6/12/2010		7/1/2012	6/12/2012		
TEX 626C Linda Lou	7/1/2010	6/12/2010		7/1/2012	6/12/2012		
TEX 628 Fair Avenue	7/1/2010	6/12/2010		7/1/2012	6/12/2012		

TEX 629 Blanco Apts.	7/1/2010	6/12/2010	7/1/2012	6/12/2012	
TEX 630 Lewis Chatham	7/1/2010	6/12/2010	7/1/2012	6/12/2012	
TEX 637 Dispersed Housing	7/1/2010	6/12/2010	7/1/2012	6/12/2012	
TEX 646 Kenwood Manor	7/1/2010	6/12/2010	7/1/2012	6/12/2012	
TEX 647 Westway	7/1/2010	6/12/2010	7/1/2012	6/12/2012	
TEX 648 Marie McGuire	7/1/2010	6/12/2010	7/1/2012	6/12/2012	
TEX 658 Lila Cockrell	7/1/2010	6/12/2010	7/1/2012	6/12/2012	
TEX 659 O P Schnabel	7/1/2010	6/12/2010	7/1/2012	6/12/2012	
TEX 661 Scattered Sites	7/1/2010	6/12/2010	7/1/2012	6/12/2012	
TEX 662 Scattered Sites	7/1/2010	6/12/2010	7/1/2012	6/12/2012	
TEX 663 Scattered Sites	7/1/2010	6/12/2010	7/1/2012	6/12/2012	
TEX 668 Scattered Sites	7/1/2010	6/12/2010	7/1/2012	6/12/2012	
TEX 699 Scattered Sites	7/1/2010	6/12/2010	7/1/2012	6/12/2012	
TEX 6124 Frank Hornsby	7/1/2010	6/12/2010	7/1/2012 13	6/12/2012	

TEX 6127 Guadalupe Block	7/1/2010	6/12/2010		7/1/2012	6/12/2012					
TEX 6130 South San	7/1/2010	6/12/2010		7/1/2012	6/12/2012					
TEX 6136 Springview South	7/1/2010	6/12/2010		7/1/2012	6/12/2012					
TEX 6143 Christ the King	7/1/2010	6/12/2010		7/1/2012	6/12/2012					
	TEX 600 PHA Wide									
1406 Operations	7/1/2010	6/12/2010		7/1/2012	6/12/2012					
1408 Management Imp	7/1/2010	6/12/2010		7/1/2012	6/12/2012					
1410 Administration	7/1/2010	6/12/2010		7/1/2012	6/12/2012					
1430 Consultant Fees	7/1/2010	6/12/2010		7/1/2012	6/12/2012					
1440 Property Acquisition	7/1/2010	6/12/2010		7/1/2012	6/12/2012					
1460 Dwelling Structures	7/1/2010	6/12/2010		7/1/2012	6/12/2012					
1470 Non-Dwelling Structures	7/1/2010	6/12/2010		7/1/2012	6/12/2012					

1475 Non-Dwelling Equipment	7/1/2010	6/12/2010	7/1/2012	6/12/2012		
1495 Relocation	7/1/2010	6/12/2010	7/1/2012	6/12/2012		
1499 Development	7/1/2010	6/12/2010	7/1/2012	6/12/2012		
9000 CFFP Debt Services	7/1/2010	6/12/2010	7/1/2012	6/12/2012		
1502 Contingent Account	7/1/2010	6/12/2010	7/1/2012	6/12/2012		

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

PHA Name:

San Antonio Housing Authority

2008 Five Year Action Plan

_X_Original 5-Year Plan __Revision No:__ April 2008

Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: 2008 PHA FY: 2009	Work Statement for Year 3 FFY Grant: 2008 PHA FY: 2010	Work Statement for Year 4 FFY Grant: 2008 PHA FY: 2011	Work Statement for Year 5 FFY Grant: 2008 PHA FY: 2012
Apr-08	Annual Statement				
TEX 600 PHA Wide		5,744,641	6,036,441	6,202,259	5,874,672
TEX 601 Alazan		0	0	0	5000
TEX 601A Apache		0	0	0	5000
TEX 604 Wheatley Courts		0	0	0	5000
TEX 605 Lincoln Heights		0	0	0	5000
TEX 606 Cassiano Homes		0	0	0	5000
TEX 608 San Juan Homes		0	0	0	30000
TEX 609 Sutton Homes		0	0	0	30,000
TEX 612 Villa Veramendi		13000	0	10000	0
TEX 613 San Juan Homes Annex		0	0 16	0	0

TEX 614 Sutton Homes Annex	0	0	0	25,000
TEX 616 Wheatley Courts	0	0	0	5000
TEX 618 Victoria Plaza	425,900	62,900	358,000	435,900
TEX 619 Villa Tranchese	55000	0	375,799	0
TEX 620A San Juan Addition	0	0	95000	0
TEX 620B Cassiano Homes	0	0	0	5000
TEX 622 Villa Hermosa	49,000	108,250	90000	0
TEX 623 Sun Park Lane	22,100	117,135	139,699	0
TEX 624 Mission Park	90,000	91,000	0	28000
TEX 626A Tarry Towne	0	0	180000	5,000
TEX 626B College Park	0	0	0	5000
TEX 626C Linda Lou	0	0	0	5,000
TEX 627 Parkview	0	0	20000	0
TEX 628 Fair Avenue	74,800	20,000	138,800	0

TEX 629 Blanco Apts.	0	190,302	385000	20,000
TEX 630 Lewis Chatham	40,800	518,000	455,752	0
TEX 631 Riverside	0	31,000	45,000	37,000
TEX 632A Madonna Apts.	25000	0	316,621	160,000
TEX 632B Sahara-Ramsey	50953	0	80000	0
TEX 633A Escondida	0	0	75000	10000
TEX 633B Le Chalet	83,782	26,000	0	11000
TEX 633C Williamsburg	39000	0	0	100,000
TEX 633D Linda Lou	0	15000	0	0
TEX 634 Cheryl West	0	257,446	0	96,000
TEX 635A Village East	75,000	271,445	0	0
TEX 636 College Park	0	0	0	10000
TEX 637 Dispersed Housing	0	68,900	66,400	51,400
TEX 638 Jewett Circle	344316	0	0	20,000

TEX 639 Kenwood North	281,280	0	0	142,000
TEX 640 Midway Apts.	42500	0	0	10000
TEX 641 San Pedro Arms	0	35000	0	20000
TEX 642 W	0	0	0	0
TEX 643 Highview	0	0	0	60000
TEX 644 Cross Creek	397000	30,000	0	30,000
TEX 645 Park Square	0	0	0	10000
TEX 646 Kenwood Manor	0	11000	0	0
TEX 647 Westway	0	0	0	40,000
TEX 648 Marie McGuire	0	0	0	60,078
TEX 649 MC Beldon	35,000	134000	0	15,000
TEX 650 Francis Furey	359420	0	0	40,000
TEX 651 H B Gonzalez	97995	0	0	10,000
TEX 652 William Sinkin	97,000	0	0	50,000

TEX 653 Pin Oak II	18000	101000	0	20,000
TEX 654 Col. J. George Cisneros	129,397	50000	0	30000
TEX 655 Matt Garcia	0	0	0	20000
TEX 656 LC Rutledge	191,500	39600	0	5000
TEX 657 Teurah Shaley	75000	0	0	40,000
TEX 658 Lila Cockrell	90,000	20000	0	15,000
TEX 659 O P Schnabel	40,000	75,000	0	42,000
TEX 661 Scattered Sites	0	55,722	0	130,978
TEX 662 Scattered Sites	0	68,900	0	100,300
TEX 663 Scattered Sites	0	68,900	0	117,800
TEX 668 Scattered Sites	0	68,900	0	120,300
TEX 99 Scattered Sites	0	68,900	0	112,675
TEX 108 Dr. Charles C. Andrews	0	0	0	61000
TEX 6124 Frank Hornsby	0	175,000	0	175227

TEX 126 Glen Park		0	0	0	0			
TEX 6127 Guadalupe Block		0	25000	0	115000			
TEX 6129 Reymundo Rangel		0	50000	0	0			
TEX 6130 South San		45946	71924	0	0			
TEX 6131 & 6135 Mirasol SFRs		0	0	0	342,000			
TEX 6136 Springview -South		0	10000	0	85,000			
TEX 6143 Christ the King		0	60665	0	25,000			
Total CFP Funds(Est.)		9,033,330	9,033,330	9,033,330	9,033,330			
(1) To be completed for Perform	(1) To be completed for Performance and Evaluation Report or a Revised Annual Statement. (2) To be Completed for the Performance and Evaluation Report.							
	gnature of Executive Director and Date: Signature of Public Housing Director/Office of Native American Programs Administrator and Date:							

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U.S. Department of Housing and Urban Development

OMB Approval No.2577-0157 (exp. 7.31.98)

Part II: Supporting pages Work Activities

2008 5 Year Action Plan

Physical Needs Work Statement (s)

Office of Public and Indian Housing

8-Apr

Work	Work Statement for Year <u>2</u>			Work Statement for Year <u>3</u>	
Statement	FFY: <u>2009</u>			FFY: <u>2010</u>	
for Year 1	Developments Number/Name/General	Description	n of Major	Developments Number/Name/General Description of Ma	ajor Work
for rear 1	Work Category			Category	
DD7: 0000			Estimated		Estimated
FFY: 2008		Quantity	Costs	Quantity	Costs
	TX 612 Villa Veramendi			TX 612 Villa Veramendi	
a	Site improvements; repair/replacement	1000/	10.000		
₩ .00	of Irrigation System	100%	13,000		
Annual					
Statement					
Succincii					
	Subtotal Estimated Cost	<u> </u>	13,000	Subtotal Estimated Cost	0
	Sussessed Model Communication		10,000		
	TX 618 Victoria Plaza			TX 618 Victoria Plaza	
	111 010 1000114 1424			111 010 11001101 11000	
See	Install utility/storage/mech doors	50 ea.	18,000	Replace Kitchen Cabinets & Countertops 25%	62,900
Annual					
Statement	Interior renovations to common areas	100%	345,000		
Statement	interior removations to common areas	10070	545,000		
	Replace Kitchen Cabinets &				
	Countertops	25%	62,900		
	Countertops				
	Subtotal Estimated Cost	<u> </u>	425,900	Subtotal Estimated Cost	62,900
	Sastoral Estillator Cost		120,000		02,000
	TX 619 Villa Tranchese			TX 619 Villa Tranchese	
	111 010 vina 11anciiose			121 010 Tha Handlesc	
See	Replace water cut offs on all floors	12 ea.	55,000		
Annual	replace water cut ons on an noors	12 ca.	55,000		
Statement					
Btatement	Subtotal Estimated Cost		£5,000	Subtotal Estimated Cost	
	Subtotal Estimated Cost		55,000	Subtotal Estimated Cost	

	TX 622 Villa Hermosa			TX 622 Villa Hermosa		
See Annual Statement	Replace Glass Storefront Doors Replace Cabinets & Countertops	1 ea. 25%	11,000 38,000		1100 sqft 66 ea.	67,000 41,250
	Subtotal Estimated Cost		49,000	Subtotal Estimated Cost		108,250
	TX 623 Sun Park Lane			TX 623 Sun Park Lane		
See Annual	Replace Cabinets & Countertops	25%	22,100	Repair balconies, walkways, and steps	4 sets	57,135
Statement				Exterior Repair & Painting	100%	60,000
	Subtotal Estimated Cost		22,100	Subtotal Estimated Cost		117,135
	TX 624 Mission Park	-		TX 624 Mission Park	4	
See	Site Improvements –Plumbing and repairs to include underground water breaks	100%	30,000	Repave Aquarius and Analyssa Streets	100%	60,000
Annual Statement	Site Improvements –Sidewalk repairs	2000 sqft	60,000	Install drainage sys. on Analyssa Street Seal exterior to prevent further deterior- ation of build exterior components.	2 ea. 100%	20,000 11,000
	Subtotal Estimated Cost		90,000	Subtotal Estimated Cost		91,000
	MY acc Ti i			TWI COO TI I A		
	TX 628 Fair Avenue	-		TX 628 Fair Avenue	-	
See	Replace Cabinets & Countertops	25%	74,800	Paint first floor common area, remove wallpaper, and patch walls	100%	20,000
Annual Statement						
	Subtotal Estimated Cost		74,800	Subtotal Estimated Cost		20,000
				MV ac Si		
	TX 629 Blanco		23	TX 629 Blanco	_	

See Annual				Enclose breezeways	4 ea.	65,302
Statement				Upgrade sprinkler system	100%	40,000
				Replacement of cabinets & countertops	25%	85,000
	Subtotal Estimated Cost		0	Subtotal Estimated Cost		190,302
	TX 630 Lewis Chatham			TX 630 Lewis Chatham		
See Annual	Replace Cabinets & Countertops	25%	40,800		1 ea.	18,000
Statement				Window replacement	100%	90,000
				Vent laundry rooms to exterior of building	6 ea.	75,000
				Ext cleaning and paint, incl stairwells	100%	235,000
				Elevator repair or replacement	1 ea.	100,000
	Subtotal Estimated Cost		40,800	Subtotal Estimated Cost		518,000
	TX 631 Riverside			TX 631 Riverside		
See Annual Statement				Site improvements, fencing repair/replacement	646 LF	31,000
	Subtotal Estimated Cost		0	Subtotal Estimated Cost		31,000
	TEX 632A Madonna			TEX 632A Madonna		
See Annual Statement	Repainting and sealing of exterior brick and painting of wooden surfaces	100%	25,000			
	Subtotal Estimated Cost		25,000	Subtotal Estimated Cost		0
	TEX 632B Sahara-Ramsey			TEX 632B Sahara-Ramsey		

See Annual	Installation of Site Lighting	10 ea.	35,953		
Statement	Site Improvements: Correct Drainage in Low Areas of Pkng Lot	100%	15,000		
	Subtotal Estimated Cost		50,953	Subtotal Estimated Cost	0
	TX 633B Le Chalet			TX 633B Le Chalet	
See Annual	Install Site Lighting	8 ea.	25,060	Level Ext. HVAC Concrete Pads 17	ea. 6,000
Statement	Asphalt Paving in Pkng. Lot	563 SF	5,626	Replace Apt. Entry Doors 34	ea. 20,000
	Install/Upgrade Electrical Vehicular	1 ea.	5,000		
	Replacement of Glass Storefront Doors	2 ea.	17,000		
	Elevator Upgrades	1 ea.	31,096		
	Subtotal Estimated Cost		83,782	Subtotal Estimated Cost	26,000
	TX 633C Williamsburg			TX 633C Williamsburg	
See Annual Statement	Repairs to Driveway and Pkng. Lot	3900 SF	39,000	TA 0000 Williamsburg	
	Subtotal Estimated Cost		39,000	Subtotal Estimated Cost	0
	TX 633D Linda Lou			TX 633D Linda Lou	
See Annual Statement				Replace Gutters/Repair Soffits and Fascia 100	0% 15,000
	Subtotal Estimated Cost		0	Subtotal Estimated Cost	15,000
	TX 634 Cheryl West Apts.			TX 634 Cheryl West Apts.	
See				Site Improvements: Replace/Repair Asphalt	

Annual Statement				Pavement, Base Compaction, Seal, Coat, Striping	25745SF	257,446
	Subtotal Estimated Cost	•	0	Subtotal Estimated Cost		257,446
	TX 635A Village East/Olive Park			TX 635A Village East/Olive Park		
See Annual	Exterior Repairs & Painting	100%	10,000	Playground Upgrade	2 ea.	60,000
Statement	Structural Repairs (Village East)	4 ea.	50,000	Replacement of Cabinets & Countertops	25%	118,000
	Structural Repairs (Olive Park)	1 ea.	15,000	Reroofing; Gutters; Downspouts; etc.	100%	93,445
	Subtotal Estimated Cost		75,000	Subtotal Estimated Cost		271,445
	TX 637 Dispersed Housing			TX 637 Dispersed Housing	-	
See Annual				Fence Replacement	100%	750
Statement				Sewer Line Repair / Replacement	100%	2,375
				Landscaping	100%	3,750
				Sidewalk Repair / Replacement	75 SF	750
				Foundation Stabilization & Repair to Structures	100%	6,250
				Replace Kitchen Cabinets & Countertops	100%	11,250
				Exterior Repair / Painting	100%	8,400
				Replace Vanity Cabinets	100%	2,375
				Interior Renovation	100%	11,250
				Repair / Replacement of Roofs	5 ea	17,500
				Install Central A/C & Heating Units	100%	750
			26	Abatement	100%	1,000

				Relocation 100%	2,500
	Subtotal Estimated Cost		0	Subtotal Estimated Cost	68,900
	TX 638 Jewett Circle			TX 638 Jewett Circle	
See	Installation of Automatic Vehicular	1 ea.	12,000	TA OOO SCWCII CHCIC	
Annual Statement	Gates Install of Gate Valves to Isolate Floors	3 ea.	11,000		
	Foundation Stabilization & Repair	1 ea.	30,000		
	Install Fire Alarm/Horns/Strobe Lights	1 ea.	5,000		
	Install New Smoke Detectors	120 ea.	25,000		
	Installation of Irrigation System	1 ea.	45,004		
	Installation of Fan Coil Units	60 ea.	181,312		
	Installation of Fire Pump	1 ea.	35,000		
	Subtotal Estimated Cost		344,316	Subtotal Estimated Cost	0
	TX 639 Kenwood North			TX 639 Kenwood North	
See	Install HVAC in Common Areas	1 ea.	19,000		
Annual Statement	Replace Shutters	100%	70,000		
	Repair Buildings Stucco	100%	66,500		
	Exterior Repair / Paint	100%	90,780		
	Installation of Fire Pump	1 ea.	35,000		
	Subtotal Estimated Cost		281,280	Subtotal Estimated Cost	0
	TX 640 Midway Apartments			TX 640 Midway Apartments	
See	Rear Patio Foundation Replacement	10 ea.	16,500 27		

_	1			-	1 1	11
Annual Statement	Foundation Stabilization/structure	1 ea.	7,000			
	repair Exterior Repair/Paint	100%	19,000			
	Exterior Repair/1 aint	10070	13,000			
	Subtotal Estimated Cost		42,500	Subtotal Estimated Cost		0
	TIN ALL C. D. I			TIN ALL C. D. I		
	TX 641 San Pedro			TX 641 San Pedro		
See				Site Improvements: Removal / Repair of		
Annual				of Basement / Garage Flooring	100%	35,000
Statement						
	Subtotal Estimated Cost		0	Subtotal Estimated Cost		35,000
	TTV 0.4.4 Cl			TIV 044 C		
	TX 644 Cross Creek			TX 644 Cross Creek	-	
See Annual Statement	Replace Patio Fences	1875 LF	90,000	Site Improvements (Upgrade Playgrounds)	2 ea.	30,000
	Site Improvements: Drainage Correction , Erosion Control and Pkng Lot Repairs / Resurface	100%	70,000			
	Reroute Water Pipes Under Buildings Foundation to make accessible	6 bldgs.	225,000			
	Installation of Property Signage	1 ea.	12,000			
	Subtotal Estimated Cost		397,000	Subtotal Estimated Cost		30,000
						Ź
	TX 646 Kenwood Manor			TX 646 Kenwood Manor		
See Annual Statement				Replacement of Cabinets & Countertops	25%	11,000
~ vaccinono	Subtotal Estimated Cost		0	Subtotal Estimated Cost		11,000
				TIV ALO MO DI LI		
	TX 649 MC Beldon Apts.	1	l II	TX 649 MC Beldon Apts.		II

See	Driveway Repairs	2000 SF	20,000	Replace Sliding Glass Patio Doors	100%	23,000
Annual Statement	Paint Perimeter Fencing	100%	15,000	Exterior Repairs / Painting	100%	50,000
				Brick Repointing	100%	40,000
				Replacement of Cabinets & Countertops	100%	21,000
	Subtotal Estimated Cost		35,000	Subtotal Estimated Cost		134,000
	TX 650 Francis Furey			TX 650 Francis Furey		
	1X 050 Francis Furey			TA 050 Francis Furey		
See Annual	Curbs	5750 SF	57,500			
Statement	Top Soil / Sod	100%	40,000			
	Sidewalk Repair	6702 SF	67,020			
	Retaining Walls	8000 SF	80,000			
	Driveway Repairs	4710 SF	47,100			
	Approaches	6780 SF	67,800			
	Subtotal Estimated Cost		359,420	Subtotal Estimated Cost		0
	TX 651 HB Gonzalez			TX 651 HB Gonzalez		
	TX 651 TID Golizalez	1		TA 651 TID Gonzaiez		
See	Exterior Repairs-Brick Repointing	100%	85,995			
Annual Statement	Installation of Automatic Doors on All	6ea.	12,000			
	Levels		,			
	Subtotal Estimated Cost		97,995	Subtotal Estimated Cost		0
	2 4000001 2001110000 0000		01,000			
	TX 652 William Sinkin Apts.			TX 652 William Sinkin Apts.		
See Annual Statement	Site Improvements: Repair and Replacement of Sidewalks, Retaining Walls, Curbs, etc	2000 SF	20,000			
			29			

Replacement of Cabinets & Countertops 25% 17,000	Repair/Replace Leaf Guards/Gutters	100%	60,000			
TX 653 Pin Oak II	Replacement of Cabinets & Countertops	25%	17,000			
TX 653 Pin Oak II						
Install Outside Water Valves (22 ea. 18,000 Reroofing 100% 87,000	Subtotal Estimated Cost		97,000	Subtotal Estimated Cost		0
Reroofing 100% 87,000	TX 653 Pin Oak II			TX 653 Pin Oak II		
Reroofing Repair Sidewalk Cross Solon SF Solon SF	Install Outside Water Valves (22 ea.)	22 ea.	18,000	Installation of Utility Doors	22 ea.	14,000
TX 654 Col. J. George Cisneros See Annual Statement				Reroofing	100%	87,000
TX 654 Col. J. George Cisneros See Annual Statement						
Install Elect. Gates	Subtotal Estimated Cost		18,000	Subtotal Estimated Cost		101,000
Install Elect. Gates	TX 654 Col. J. George Cisneros			TX 654 Col. J. George Cisneros		
Statement Installation of Perimeter Fencing 1042 LF 50,000 Exterior Repairs / Paint 100% 50,000 Install New Central Fire Alarm System 1 ea. 16,397 Subtotal Estimated Cost 129,397 Subtotal Estimated Cost 50,000 TX 656 LC Rutledge Repair and Restripe Driveway 100% 45,000 Correct Drainage and Erosion Control 100% 130,000 Installation of Water Cut-Offs 14 ea. 16,500 Subtotal Estimated Cost 39,600 Subtotal Estimated Cost 39,600		100%	13,000	Site Improvements: Repair Sidewalk Cross	5000 SF	50,000
Install New Central Fire Alarm System 1 ea. 16,397 Subtotal Estimated Cost 129,397 TX 656 LC Rutledge Repair and Restripe Driveway 100% 45,000 Installation of Water Cut-Offs 14 ea. 16,500 Subtotal Estimated Cost 191,500 Subtotal Estimated Cost 100% 39,600 Subtotal Estimated Cost 191,500 Subtotal Estimated Cost 39,600	Installation of Perimeter Fencing	1042 LF	50,000			
Subtotal Estimated Cost TX 656 LC Rutledge Repair and Restripe Driveway Annual Statement Correct Drainage and Erosion Control Installation of Water Cut-Offs Subtotal Estimated Cost 129,397 Subtotal Estimated Cost TX 656 LC Rutledge Install gutters, downspouts, splashblocks 100% 130,000 Installation of Water Cut-Offs Subtotal Estimated Cost 100% 39,600 Subtotal Estimated Cost 39,600 Subtotal Estimated Cost 39,600	Exterior Repairs / Paint	100%	50,000			
TX 656 LC Rutledge See Annual Statement Correct Drainage and Erosion Control 100% 130,000 Installation of Water Cut-Offs 14 ea. 16,500 Subtotal Estimated Cost 191,500 Subtotal Estimated Cost 39,600	Install New Central Fire Alarm System	1 ea.	16,397			
See Annual StatementRepair and Restripe Driveway100%45,000Install gutters, downspouts, splashblocks100%39,600Installation of Water Cut-Offs14 ea.16,500Subtotal Estimated Cost191,500Subtotal Estimated Cost39,600	Subtotal Estimated Cost		129,397	Subtotal Estimated Cost		50,000
See Annual StatementRepair and Restripe Driveway100%45,000Install gutters, downspouts, splashblocks100%39,600Installation of Water Cut-Offs14 ea.16,500Subtotal Estimated Cost191,500Subtotal Estimated Cost39,600	TX 656 LC Rutledge			TX 656 LC Rutledge		
Statement Correct Drainage and Erosion Control 100% 130,000 Installation of Water Cut-Offs 14 ea. 16,500 Subtotal Estimated Cost 191,500 Subtotal Estimated Cost 39,600	_	100%	45,000		100%	39,600
Subtotal Estimated Cost 191,500 Subtotal Estimated Cost 39,600	Correct Drainage and Erosion Control	100%	130,000			
	Installation of Water Cut-Offs	14 ea.	16,500			
	Subtotal Estimated Cost		191,500	Subtotal Estimated Cost		39,600
TX 657 Teuran Shaley TX 657 Teuran Shaley TX 657 Teuran Shaley						
30	TX 657 Teurah Shaley			TX 657 Teurah Shaley	-	

See Annual Statement	Drainage Correction	100%	75,000			
Dtatement	Subtotal Estimated Cost		75,000	Subtotal Estimated Cost		0
	TX 658 Lila Cockrell Apts.			TX 658 Lila Cockrell Apts.		
See Annual	Installation of Site Lighting	5 ea.	5,000	Foundation Repairs to Building No. 1	1 bldg.	20,000
Statement	Repair Parking Lot	6000 SF	60,000			
	Installation of Irrigation System	100%	25,000			
	Subtotal Estimated Cost		90,000	Subtotal Estimated Cost	<u> </u>	20,000
	TX 659 OP Schnabel Apts.			TX 659 OP Schnabel Apts.		
See Annual Statement	Repair / Replacement of Driveway and Positive Drainage to Patio Areas	100%	25,000	Elevator Repair	1 ea.	75,000
	Exterior Repairs & Painting of Trim	100%	15,000			
	Subtotal Estimated Cost		40,000	Subtotal Estimated Cost		75,000
	TX 661 Scattered Housing			TX 661 Scattered Housing		
See Annual				Fence Replacement	16 LF	750
Statement				Sewer Line Repair / Replacement	100%	2,375
				Landscaping	100%	3,750
				Sidewalk Repair / Replacement	75 SF	750
				Foundation Stabilization & Repair to Structures	100%	6,250
				Replace Kitchen Cabinets & Countertops	100%	11,250
			31	Exterior Repair / Painting	100%	8,400

		Replace Vanity Cabinets Interior Renovation	100%	2,375 11,250
		Repair / Replacement of Roofs	2 ea	4,322
		Install Central A/C & Heating Units	100%	750
		Abatement	100%	1,000
		Relocation	100%	2,500
Subtotal Estimated Cos	t 0	Subtotal Estimated Cost		55,722
TX 662 Scattered Housing		TX 662 Scattered Housing		
See		Fence Replacement	16 LF	750
Annual Statement		Sewer Line Repair / Replacement	100%	2,375
		Landscaping	100%	3,750
		Sidewalk Repair / Replacement	75 SF	750
		Foundation Stabilization & Repair to Structures	100%	6,250
		Replace Kitchen Cabinets & Countertops	100%	11,250
		Exterior Repair / Painting	100%	8,400
		Replace Vanity Cabinets	100%	2,375
		Interior Renovation	100%	11,250
		Repair / Replacement of Roofs	5 ea	17,500
		Install Central A/C & Heating Units	100%	750
		Abatement	100%	1,000
	32	Relocation	100%	2,500

-	Subtotal Estimated Cost	0	Subtotal Estimated Cost		68,900
	Danistica Distribution Cost		Subtotal Indinator Cost		00,000
	TX 663 Scattered Housing		TX 663 Scattered Housing		
See Annual			Fence Replacement	16 LF	750
Statement			Sewer Line Repair / Replacement	100%	2,375
			Landscaping	100%	3,750
			Sidewalk Repair / Replacement	75 SF	750
			Foundation Stabilization & Repair to Structures	100%	6,250
			Replace Kitchen Cabinets & Countertops	100%	11,250
			Exterior Repair / Painting	100%	8,400
			Replace Vanity Cabinets	100%	2,375
			Interior Renovation	100%	11,250
			Repair / Replacement of Roofs	5 ea	17,500
			Install Central A/C & Heating Units	100%	750
			Abatement	100%	1,000
			Relocation	100%	2,500
	Subtotal Estimated Cost	0	Subtotal Estimated Cost		68,900
	MN 200 G 111		THY age G		
	TX 668 Scattered Housing		TX 668 Scattered Housing		
See Annual			Fence Replacement	16 LF	750
Statement			Sewer Line Repair / Replacement	100%	2,375
			Landscaping	100%	3,750
		33	Sidewalk Repair / Replacement	75 SF	750

		Foundation Stabilization & Repair to Structures Replace Kitchen Cabinets & Countertops Exterior Repair / Painting Replace Vanity Cabinets Interior Renovation Repair / Replacement of Roofs Install Central A/C & Heating Units Abatement Relocation	100% 100% 100% 100% 100% 5 ea 100% 100% 100%	6,250 11,250 8,400 2,375 11,250 17,500 750 1,000 2,500
Subtotal Estimated Cost	0	Subtotal Estimated Cost		68,900
TX 669 Scattered Housing		TX 669 Scattered Housing		
See		TX 669 Scattered Housing Fence Replacement	16 LF	750
See Annual			16 LF 100%	750 2,375
See		Fence Replacement		
See Annual		Fence Replacement Sewer Line Repair / Replacement	100%	2,375
See Annual		Fence Replacement Sewer Line Repair / Replacement Landscaping	100%	2,375 3,750
See Annual		Fence Replacement Sewer Line Repair / Replacement Landscaping Sidewalk Repair / Replacement Foundation Stabilization & Repair to	100% 100% 75 SF	2,375 3,750 750
See Annual		Fence Replacement Sewer Line Repair / Replacement Landscaping Sidewalk Repair / Replacement Foundation Stabilization & Repair to Structures	100% 100% 75 SF 100%	2,375 3,750 750 6,250
See Annual		Fence Replacement Sewer Line Repair / Replacement Landscaping Sidewalk Repair / Replacement Foundation Stabilization & Repair to Structures Replace Kitchen Cabinets & Countertops	100% 100% 75 SF 100%	2,375 3,750 750 6,250 11,250

	1 1	11		1 - 1	.
			Repair / Replacement of Roofs	5 ea	17,500
			Install Central A/C & Heating Units	100%	750
			Abatement	100%	1,000
			Relocation	100%	2,500
Subtotal Estimated Cost		0	Subtotal Estimated Cost		68,900
TX 6124 Frank Hornsby			TX 6124 Frank Hornsby		
See Annual Statement			Exterior Repairs / Painting	100%	175,000
Subtotal Estimated Cost		0	Subtotal Estimated Cost		175,000
TX 6127 Guadalupe Block			TX 6127 Guadalupe Block Asphalt Repairs/restripe to Driveway and	_	
See Annual Statement			Pkng	100%	25,000
Subtotal Estimated Cost		0	Subtotal Estimated Cost		25,000
TX 6129 Reymundo Rangel			TX 6129 Reymundo Rangel		
See Annual Statement			Exterior Painting-Dwelling Structures	100%	50,000
Subtotal Estimated Cost		0	Subtotal Estimated Cost		50,000
TX 6130 South San			TX 6130 South San	+	
See Expand Parking Annual	1595 SF	15,946	Exterior Repairs / Paint	100%	71,924
Statement Asphalt Repairs to Driveway and Pkng.	3000 SF	30,000			
Subtotal Estimated Cost		45,946	Subtotal Estimated Cost		71,924
TX 6136 Springview - South		35	TX 6136 Springview - South		

See Annual Statement				Balcony Improvements	100%	10,000
	Subtotal Estimated Cost		0	Subtotal Estimated Cost	•	10,000
See Annual Statement	TX 6143 Christ the King			TX 6143 Christ the King Exterior Repairs / Paint	100%	60,665
	Subtotal Estimated Cost		0	Subtotal Estimated Cost		60,665
	TX 600 PHA Wide			TX 600 PHA Wide		
See	Operations	1406	1,806,666	Operations	1406	1,806,666
Annual Statement			1,806,666			1,806,666
	Management Improvements	1408		Management Improvements	1408	
	Maintenance Software: Offsite Storage	TBD	4,060	Maintenance Software: Offsite Storage	TBD	4,060
	Crystal	TBD	1,450		TBD	1,450
	Licenses: CONNX	TBD	377	Licenses: CONNX	TBD	377
	Paperless	TBD	8,700	Paperless	TBD	8,700
	AntiVirus	TBD	23,200	AntiVirus	TBD	23,200
	E-mail/Internet Content Filter	TBD	5,800	E-mail/Internet Content Filter	TBD	5,800
	VeriSign	TBD	348	VeriSign	TBD	348
	AntiSpam	TBD	3,480	AntiSpam	TBD	3,480
	Premium Content Filter Software:	TBD	3,480	Premium Content Filter Software:	TBD	3,480
	MLS Upgrade	TBD	29,000		TBD	29,000

Network Admin	TBD	29,000	Network Admin	TBD	29,000
Symantec Security	TBD	5,800	Symantec Security	TBD	5,800
			Multicast Software	TBD	5,800
		114,695			120,495
Administration	1410		Administration	1410	
Salaries/ Employee Benefit Contribution	TBD	563,333	Salaries/ Employee Benefit Contribution	TBD	563,333
Printing & Publications	TBD	15,000	Printing & Publications	TBD	15,000
Advertising	TBD	30,000	Advertising	TBD	30,000
Office Supplies / Sundry	TBD	5,000	Office Supplies / Sundry	TBD	5,000
Office rent for AECS / Housing Management	TBD	290,000	Office rent for AECS / Housing Management	TBD	290,000
		903,333			903,333
Fees & Costs	1430		Fees & Costs	1430	
Engineering Services @ Various Properties	TBD	2,000	Engineering Services @ Various Properties	TBD	2,000
Environmental Assessment	TBD	2,000	Environmental Assessment	TBD	2,000
Lead Based Paint Testing	TBD	2,000	Lead Based Paint Testing	TBD	2,000
Asbestos Testing	TBD	2,000	Asbestos Testing	TBD	2,000
		8,000			8,000
Site Acquisition	1440		Site Acquisition	1440	
Site Costs/Sundry	100%	2,000	Site Costs/Sundry	100%	2,000
Current Tax Settlements	100%	2,000	Current Tax Settlements	100%	2,000
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Surveys & Maps	100%	2,000	Surveys & Maps	100%	2,000
Appraisals	100%	2,000	Appraisals	100%	2,000
Property Acquisition	100%	2,000	Property Acquisition	100%	2,000
		10,000			10,000
Site Improvements	1450	0	Site Improvements	1450	0
Dwelling Structures	1460		Dwelling Structures	1460	
Systems Upgrade (boilers, heating, chillers, pump systems, salt systems, elevators, etc	100%	2,000	Systems Upgrade (boilers, heating, chillers, pump systems, salt systems, elevators, etc	100%	2,000
On Demand / LBP	100%	2,000	On Demand / LBP	100%	2,000
On Demand / Asbestos Abatement	100%	2,000	On Demand / Asbestos Abatement	100%	2,000
On Demand / Elevator Repairs/ Code Compliance	100%	2,000	On Demand / Elevator Repairs/ Code Compliance	100%	2,000
On Demand / Replace-Repair A/C Systems	100%	2,000	On Demand / Replace-Repair A/C Systems	100%	2,000
On Demand-LBP/ACM Abatement – Energy Performance Measures	100%	2,000	On Demand-LBP/ACM Abatement – Energy Performance Measures	100%	2,000
Rehabilitation of Units	100%	2,000	Rehabilitation of Units	100%	2,000
		14,000			14,000
Dwelling Equipment	1465	0	Dwelling Equipment	1465	0
Non-Dwelling Structures	1470		Non-Dwelling Structures	1470	
Systems Upgrade (boilers, heating, chillers, pump systems, salt systems, elevators, etc	100%	2,000 38	Systems Upgrade (boilers, heating, chillers, pump systems, salt systems, elevators, etc	100%	2,000

On Demand / LBP	100%	2,000	On Demand / LBP	100%	2,000
On Demand / Asbestos Abatement	100%	2,000	On Demand / Asbestos Abatement	100%	2,000
On Demand / Elevator Repairs/ Code Compliance	100%	2,000	On Demand / Elevator Repairs/ Code Compliance	100%	2,000
On Demand / Replace-Repair A/C Systems	100%	2,000	On Demand / Replace-Repair A/C Systems	100%	2,000
On Demand-LBP/ACM Abatement – Energy Performance Measures	100%	2,000	On Demand-LBP/ACM Abatement – Energy Performance Measures	100%	2,000
		12,000			12,000
Non-Dwelling Equipment	1475	1	Non-Dwelling Equipment	1475	
Technology Hardware: 10/100 NIC Ethernet	100%	290	Technology Hardware: 10/100 NIC Ethernet	100%	290
RAID Drives	100%	11,600	RAID Drives	100%	11,600
Keyboards, Mouse, Pads	100%	232	Keyboards, Mouse, Pads	100%	232
HD Upgrades	100%	580	HD Upgrades	100%	580
CD-ROM/WORM	100%	580	CD-ROM/WORM	100%	580
Memory Upgrades	100%	580	Memory Upgrades	100%	580
Surge Protectors	100%	116	Surge Protectors	100%	116
Capitalized: PCs	100%	0	Capitalized: PCs	100%	284,000
Laptop Computers (RES)	100%	3,000	Laptop Computers (RES)	100%	3,000
Printers (RES)	100%	5,000	Printers (RES)	100%	5,000
Board Sound Recorder	100%	11,600	Board Sound Recorder	100%	11,600
Board Room Projector	100%	1,740 39	Board Room Projector	100%	1,740

Fiscal Output	100%	29,000	Fiscal Output	100%	29,000
New/Upgrade Servers	100%	29,000	New/Upgrade Servers	100%	29,000
CPU Rack	100%	1,740	CPU Rack	100%	1,740
Video Server	100%	2,900	Video Server	100%	2,900
Fax Server	100%	2,900	Fax Server	100%	2,900
TELEPHONY/WAN Warehouse Backup Buildup	100%	11,600	TELEPHONY/WAN Warehouse Backup Buildup	100%	11,600
Time Warner Cable (TWC)	100%	8,120	Time Warner Cable (TWC)	100%	8,120
VOIP (AVAYA 8700) Warehouse	100%	17,400	VOIP (AVAYA 8700) Warehouse	100%	17,400
Switch Upgrades	100%	15,400	Switch Upgrades	100%	17,400
		153,378			439,378
504 Relocation	1495	10,000	504 Relocation	1495	10,000
		10,000			10,000
Development Activity	1499	2,000	Development Activity	1499	2,000
		2,000			2,000
Debt Service	9000		Debt Service	9000	
Capital Fund Financing Program Debt Service	100%	2,192,651	Capital Fund Financing Program Debt Service	100%	2,192,651
		2,192,651			2,192,651
Contingency	1502	517,918	Contingency	1502	517,918
		517,918			517,918
Subtotal Estimated Cost		5,744,641	Subtotal Estimated Cost		6,036,441
			Facsimile of form HU	JD-52834	
		40			

Five-Year Ac	tion Plan U. S. Departm	ent of Hou	sing and Urb	an	Development OMB Approval No	.2577-0157 (exp. 7.31.98)
Part II: Supp	porting pages Work Activities					2008 5 Year	Action Plan
Physical Nee	ds Work Statement (s)	Office of P	ublic and Inc	dia	n Housing	8-Apr	
Work Statement for Year 1	Work Statement for Year <u>4</u> FFY: <u>2011</u> Developments Number/Name/General Work Category	Description	n of Major		Work Statement for Year <u>5</u> FFY: <u>2012</u> Developments Number/Name/General Desc	eription of M	ajor Work
FFY: 2008		Quantity	Estimated Costs			Quantity	Estimated Costs
See Annual Statement	TX 601 Alazan				TX 601 Alazan Replacement of Cabinets & Countertops	100%	5,00
	Subtotal Estimated Cost	1	0		Subtotal Estimated Cost		5,00
See Annual Statement	TX 601A Apache				TX 601A Apache Replacement of Cabinets & Countertops	100%	5,000
	Subtotal Estimated Cost	1	0		Subtotal Estimated Cost		5,000
See Annual Statement	TX 604 Wheatley Courts				TX 604 Wheatley Courts Replacement of Cabinets & Countertops	100%	5,000
	Subtotal Estimated Cost		0		Subtotal Estimated Cost	<u> </u>	5,000
See	TX 605 Lincoln Heights		41		TX 605 Lincoln Heights Replacement of Cabinets & Countertops	100%	5,000

					ſ
Annual					
Statement	Subtotal Estimated Cost	0	Subtotal Estimated Cost		5,000
	Subtotal Estimated Cost		Subtotal Estimated Cost	<u> </u>	0,000
_	TX 606 Cassiano Homes		TX 606 Cassiano Homes		
See Annual Statement			Replacement of Cabinets & Countertops	100%	5,000
	Subtotal Estimated Cost	0	Subtotal Estimated Cost		5,000
_	TX 608 San Juan Homes		TX 608 San Juan Homes		
See Annual			Replacement of Cabinets & Countertops	100%	5,000
Statement			Site Improvements: Parking Lot Repairs and Overlayment	500 SF	5,000
			Site Improvements: Drainage Correction and Erosion Control	1000/	7 000
				100%	5,000
			Site Improvements: Installation of Barriers To Prevent Vehicles from Damaging Infrastructure.	100%	5,000
			Exterior Repair Paint	100%	5,000
			Roofing (Replace / Repair)	100%	5,000
	Subtotal Estimated Cost	0	Subtotal Estimated Cost		30,000
	TX 609 Sutton Homes		TX 609 Sutton Homes		
	1A 009 Sutton Homes	[1A 609 Sutton Homes		
See					
Annual			Site Improvements – Repairs to Curbs, Sidewalks, Retaining Walls, ect	500 SF	5,000
Statement			Repair Stairs	100%	5,000
		42	Reroofing	100%	10,000

	1		ı I I	Demolition & Abatement Activities	100%	5,000
						·
				Relocation	100%	5,000
	Subtotal Estimated Cost		0	Subtotal Estimated Cost		30,000
	TX 612 Villa Veramendi			TX 612 Villa Veramendi		
See	Exterior Repairs & Painting	100%	10,000			
Annual Statement						
	Subtotal Estimated Cost		10,000	Subtotal Estimated Cost		0
	TX 614 Sutton Homes Annex			TX 614 Sutton Homes Annex		
See						
Annual				Site Improvements – Repairs to Sidewalks,	500 SF	5,000
Statement				Curbs, Retaining Walls, etc.		·
				Exterior Repairs/Painting	100%	5,000
				Repairs / Replacement of Roofs	100%	5,000
				Demolition & Abatement Activities	100%	5,000
				Relocation	100%	5,000
	Subtotal Estimated Cost		0	Subtotal Estimated Cost		25,000
	TX 616 Wheatley Courts			TX 616 Wheatley Courts		
See Annual	111 010 1111000109 0000100			Replace Kitchen Cabinets & Counter Tops	100%	5,000
Statement	Subtotal Estimated Cost		0	Subtotal Estimated Cost		5,000
					, ,	,
	TX 618 Victoria Plaza			TX 618 Victoria Plaza		
See Annual	Replace Kitchen Cabinets & Countertops	100%	10,000	Replace Kitchen Cabinets & Countertops	100%	62,900
	Replacement of Windows	100%	148,000	Replacement of Windows	100%	148,000

	Replacement of Elevators	100%	200,000	Remove old shower stall brackets 100%	18,000
				Install New Showers 100%	27,000
				Reroofing 100%	180,000
	Subtotal Estimated Cost		358,000	Subtotal Estimated Cost	435,900
	TX 619 Villa Tranchese			TX 619 Villa Tranchese	
See Annual Statement	Replace breaker box with 20 new breaker all floors	s at 100%	22,000		
Statement	Repairs to Service Elevator	100%	55,000		
	Site Improvements: Replace Irrigation	100%	59,999		
	Replacement of Cabinets & Countertops	100%	160,800		
	Interior Renovation (Common Area- Old Clinic Space)	100%	43,000		
	Replace Flooring in 1st Floor Lobby	100%	25,000		
	Window Replacement	100%	10,000		
	Subtotal Estimated Cost		375,799	Subtotal Estimated Cost	0
	TX 620A San Juan Addition			TX 620A San Juan Addition	
See Annual	Playground Upgrade	100%	20,000		
Statement	Exterior Repairs and Painting	100%	75,000		
	Subtotal Estimated Cost		95,000	Subtotal Estimated Cost	0
	MY COOD Classics II.				
See Annual	TX 620B Cassiano Homes			TX 620B Cassiano Homes Replace Kitchen Cabinets & Countertops 100%	5,000

Statement					
	Subtotal Estimated Cost		0	Subtotal Estimated Cost	5,000
TX 622 Villa Hermosa				TX 622 Villa Hermosa	
See Annual Statement	Replace Entrance Gates	100%	30,000		
	Replacement of Cabinets & Countertops	100%	28,000		
	Repairs / Paint to Common Areas	100%	32,000		
Subtotal Estimated Cost		90,000	Subtotal Estimated Cost	0	
TX 623 Sun Park Lane				TX 623 Sun Park Lane	
See Annual Statement	Install Automatic Security Gates	100%	20,000		
	Window Replacement	100%	97,599		
	Replacement of Cabinets & Countertops	100%	22,100		
Subtotal Estimated Cost			139,699	Subtotal Estimated Cost	0
TX 624 Mission Park			TX 624 Mission Park		
See Annual				Replacement of Cabinets & Countertops 100%	5,000
Statement				Replace HVAC Coils 100%	23,000
Subtotal Estimated Cost			0	Subtotal Estimated Cost	28,000
TX 626A Tarry Towne			TX 626A Tarry Towne	+	
See Annual	Asphalt Repairs	11000 SF	110,000	Replacement of Cabinets & Countertops 100%	5,000
Statement	Repair/Replace Wooden Property Fence	100%	10,000		
	Reroofing - 4 Buildings	100%	20,000		

	Exterior Repairs / Paint / Brick Repointing / Reroofing / Gutters / Downspouts	100%	20,000			
	Installation of Sliding Door Assemblies	100%	10,000			
	Installation of Window Assemblies	100%	10,000			
	Subtotal Estimated Cost		180,000	Subtotal Estimated Cost		5,000
	TX 626B College Park			TX 626B College Park		
See Annual Statement				Replacement of Cabinets & Countertops	100%	5,000
Statement	Subtotal Estimated Cost		0	Subtotal Estimated Cost		5,000
	TTV coco I in I. I. I.			W. 0000 I in 1. I		
	TX 626C Linda Lou			TX 626C Linda Lou		
See Annual Statement				Replacement of Cabinets & Countertops	100%	5,000
Beatement	Subtotal Estimated Cost		0	Subtotal Estimated Cost		5,000
	TX 627 Parkview			TX 627 Parkview		
	1A 627 Farkview			1 X 027 Parkview		
See	Install/Repairs to Electrical Gates	100%	10,000			
Annual Statement	Interior Repairs (Common Areas)	100%	10,000			
	Subtotal Estimated Cost		20,000	Subtotal Estimated Cost		0
	Subtotal Estimatod Cost		20,000	Sustantial Cost		
	TX 628 Fair Avenue			TX 628 Fair Avenue		
See Annual	Replace Kitchen Cabinets & Countertops	100%	84,800			
Statement	Replace Wooden Wardrobe Units or					
Statement	construct Permanent Closer - Permanent closet spa	100%	54,000			
			 46	1		

	Subtotal Estimated Cost		138,800	Subtotal Estimated Cost		0
	TX 629 Blanco			TX 629 Blanco		
See Annual	Replacement of Cabinets & Countertops	100%	85,000	Install Elect. Gates	100%	20,000
Statement	Reroofing	100%	300,000			
	Cultated Estimated Cost		007,000	Subtotal Estimated Cost		90,000
	Subtotal Estimated Cost		385,000	Subtotal Estimated Cost	<u> </u>	20,000
	TX 630 Lewis Chatham			TX 630 Lewis Chatham		
See	 Replace/Repair Interior Water Distribution	n				
Annual Statement	System Lines	100%	179,544			
Statement	Roofing	100%	140,000			
	Interior Renovation To Common Areas - Install Cove Base	100%	15,000			
	Install Back-Up Boiler	100%	70,000			
	Rewire Entire Building	100%	10,408			
	Replacement of Cabinets & Countertops	100%	40,800			
	Subtotal Estimated Cost		455,752	Subtotal Estimated Cost		0
	TX 631 Riverside			TX 631 Riverside		
See Annual	Repair Foundations	100%	10,000	Replace Exterior Water Cut-Offs	100%	5,000
Statement	Clean Mold/Mildew;Repair/Paint exterior	100%	10,000	Reinforce Structures Surrounding Dumpsters of install concrete structure	or 100%	2,000
	Replacement of Cabinets & Countertops	100%	25,000	Install Water Heaters	100%	5,000
				Replacement of Cabinets & Countertops	100%	25,000
	Subtotal Estimated Cost		45,000 47	Subtotal Estimated Cost		37,000

	TEX 632A Madonna			TEX 632A Madonna		
See Annual	Installation of Patio Covers / Covers to W		10,000	Site Improvements: Correct Drainage in Low Areas of Pkng Lot & Install Accessible		
Statement	Replace Central Gas Fired Furnaces	100%	63,747	Pkng on each side (2 ea.)	11000 SF	110,000
	Installation of Window Assemblies	100%	42,300	Meter Boxes & Wiring Replacement	100%	50,000
	Installation of Door Assemblies	100%	126,000			
	Replacement of Cabinets & Countertops	100%	74,574			
	Subtotal Estimated Cost		316,621	Subtotal Estimated Cost		160,000
				many according to	•	
	TEX 632B Sahara Ramsey			TEX 632B Sahara Ramsey		
See Annual	Reroofing	100%	20,000			
Statement	Installation of Furnaces	100%	10,000			
	Install Exhaust Fans/AC Units	100%	10,000			
	Installation of Automatic Door Openers	100%	20,000			
	Replacement of Cabinets & Countertops	100%	10,000			
	Replace Flooring in Common Areas	100%	10,000			
	Subtotal Estimated Cost		80,000	Subtotal Estimated Cost		0
	633A Escondida			633A Escondida	<u> </u>	
	655A Escondida			655A Escondida		
See Annual Statement	Parking Lot Repair To Rear Lot (by alley)	7500 SF	75,000	Replacement of Cabinets & Countertops	100%	10,000
	Subtotal Estimated Cost		75,000	Subtotal Estimated Cost	<u> </u>	10,000
	633B Le Chalet			633B Le Chalet	_	
See Annual			48	Install Fire Alarm, Horns and Strobe	100%	6,000

Statement		Replacement of Sliding Patio Doors	100%	5,000
Subtotal Estimated Cost	0	Subtotal Estimated Cost		11,000
633C Williamsburg		633C Williamsburg		
See		Exterior Painting / Replace Wooden Trim	100%	40,000
Annual Statement		Replacement of Cabinets & Countertops	100%	10,000
		Installation of Furnaces	100%	10,000
		Install HVAC & Controls	100%	10,000
		Roof Repair / Replacement	100%	10,000
		Installation of Aluminum Gutters	100%	10,000
		Installation of Door Assemblies	100%	10,000
Subtotal Estimated Cost	0	Subtotal Estimated Cost		100,000
TX 634 Cheryl West Apts.		TX 634 Cheryl West Apts.		
Coo				
See		Refurbish Playground	100%	5,000
Annual Statement		Refurbish Playground Exterior Repairs and Paint	100% 100%	5,000 5,000
Annual				
Annual		Exterior Repairs and Paint	100%	5,000
Annual	0	Exterior Repairs and Paint Installation of Window Assemblies Replacement of Cabinets & Countertops	100%	5,000 5,000
Annual Statement Subtotal Estimated Cost	0	Exterior Repairs and Paint Installation of Window Assemblies Replacement of Cabinets & Countertops Subtotal Estimated Cost	100%	5,000 5,000 81,000
Annual Statement	0	Exterior Repairs and Paint Installation of Window Assemblies Replacement of Cabinets & Countertops	100%	5,000 5,000 81,000

	TX 637 Dispersed Housing			TX 637 Dispersed Housing		
See Annual	Fence Replacement	16 LF	750	Fence Replacement	16 LF	750
Statement	Sewer Line Repair / Replacement	100%	2,375	Sewer Line Repair / Replacement	100%	2,375
	Landscaping	100%	3,750	Landscaping	100%	3,750
	Sidewalk Repair / Replacement	75 SF	750	Sidewalk Repair / Replacement	75 SF	750
	Foundation Stabilization & Repair to Str	100%	6,250	Foundation Stabilization & Repair to Structure	100%	6,250
	Replace Kitchen Cabinets & Countertops	100%	10,000	Replace Kitchen Cabinets & Countertops	100%	11,250
	Exterior Repair / Painting	100%	8,400	Exterior Repair / Painting	100%	8,400
	Replace Vanity Cabinets	100%	2,375	Replace Vanity Cabinets	100%	$2,\!375$
	Interior Renovation	100%	10,000	Interior Renovation	100%	11,250
	Repair / Replacement of Roofs	5 ea	17,500			
	Install Central A/C & Heating Units	100%	750	Install Central A/C & Heating Units	100%	750
	Abatement	100%	1,000	Abatement	100%	1,000
	Relocation	100%	2,500	Relocation	100%	2,500
	Subtotal Estimated Cost		66,400	Subtotal Estimated Cost		51,400
	TX 638 Jewett Circle			TX 638 Jewett Circle		
See				Replace Cabinets & Countertops	100%	10,000
Annual Statement				Installation of Fire Sprinkler System	100%	10,000
	Subtotal Estimated Cost		0	Subtotal Estimated Cost		20,000
	TX 639 Kenwood North			TX 639 Kenwood North		
See			50	Replacement of Cabinets & Countertops	100%	25,000

Annual	[1
Statement		Replace Vinyl Flooring in Common Areas 1009	% 14,000
		Replace Carpet in Common Areas 1009	% 35,000
		Replace Patio and Screen Doors 1009	% 11,200
		Replace Entry Door to Units and Building 1009	% 34,500
		Replace Ceiling Tile 1009	% 12,300
		Installation of Fire Sprinkler System 1009	% 10,000
Subtotal Estimated Cost	0	Subtotal Estimated Cost	142,000
TX 640 Midway Apartments		TX 640 Midway Apartments	
See Annual Statement		Replacement of Cabinets & Countertops 1009	% 10,000
Subtotal Estimated Cost	0	Subtotal Estimated Cost	10,000
TX 641 San Pedro Arms		TX 641 San Pedro Arms	
See		Replacement of Cabinets & Countertops 1009	5,000
Annual Statement		Pressure Wash Exterior 1009	% 5,000
		Strip and Paint all window pane doors in units and	
		on stairway banister paint is chipping and	
		cracking, repaint all hallways and lobby 1009	5,000
		Insulate 14 Air Handlers and repair	.,
		damaged ceiling by A/C Blower 1009	5,000
Subtotal Estimated Cost	0	Subtotal Estimated Cost	20,000
TX 643 Highview		TX 643 Highview	
See Annual		Refurbish Basketball Court 1009	% 5,000

Statement			Site Improvements: Top Soil, sod, erosion contro and Resurface Driveway and Pkng Lot	ol 100%	5,000
			Roof Replacement (34 buildings)	100%	5,000
			Replace 34 Furnaces	100%	5,000
			Replace Kitchen/Bathroom Cabinets/Counterto	100%	5,000
			Replace Windows	100%	5,000
			Replace gutters and leaf guards	100%	5,000
			Install/Replace Mail Station	100%	5,000
			Replace Bathtubs	100%	5,000
			Paint All Buildings	100%	5,000
			Repair/Replace Perimeter Fencing	100%	5,000
			Install Solid Metal and Screen Doors	100%	5,000
	Subtotal Estimated Cost	0	Subtotal Estimated Cost		60,000
	TX 644 Cross Creek		TX 644 Cross Creek		
See Annual	222022 02002		Replacement of Cabinets & Countertops	100%	5,000
Statement			Construct Laundry Rooms	100%	5,000
			Exterior Repairs / Painting	100%	10,000
			Window Replacement	100%	10,000
	Colonial Edition and Cont		Colored Edings of Cont		90,000
	Subtotal Estimated Cost	0	Subtotal Estimated Cost		30,000
r	TX 645 Park Square		TX 645 Park Square		
See Annual Statement		52	Replacement of Cabinets & Countertops	100%	10,000

Subtotal Estimated Cost	0	Subtotal Estimated Cost		10,000
TX 647 Westway		TX 647 Westway		
See Annual		Upgrade Playground	100%	10,000
Statement		Site Improvements: Seal Coat, Stripping and Drainage Correction	100%	10,000
		Replacement of Cabinets & Countertops	100%	10,000
		Exterior Repairs and Paint	100%	10,000
Subtotal Estimated Cost	0	Subtotal Estimated Cost		40,000
TX 648 Marie McGuire Apts.		TX 648 Marie McGuire Apts.		
See Annual		Replacement of Cabinets & Countertops	100%	10,000
Statement		Repair Hallway Walls and Paint	100%	35,000
		Elevator Upgrade	100%	15,078
Subtotal Estimated Cost	0	Subtotal Estimated Cost		60,078
TX 649 MC Beldon Apts. See		TX 649 MC Beldon Apts. Convert central heat to include central air in 35 units		
Annual Statement			100%	5,000
Statement		Window Replacement	100%	5,000
		Reroofing (1 bldg)	100%	5,000
Subtotal Estimated Cost	0	Subtotal Estimated Cost		15,000
TX 650 Francis Furey		TX 650 Francis Furey		
IA bou francis furev		IX bou Francis Furey		

See	Install Perimeter Fencing 104 LF	5,000
Annual Statement	Installation of Wooden Patio Fencing 104 LF	5,000
	Approaches 500 SF	5,000
	Installation of Window Screen 100%	5,000
	Installation of Window Assemblies 100%	5,000
	Exterior Repairs & Painting 100%	5,000
	Installation of Door Assemblies 100%	5,000
	Installation of Cabinets & Countertops 100%	5,000
		·
Subtotal Estimated Cost	0 Subtotal Estimated Cost	40,000
TX 651 HB Gonzales	TX 651 HB Gonzales	
See	Replacement of Cabinets & Countertops 100%	5,000
Annual Statement Statement	Repair / Replacement of Roofs 100%	5,000
Subtotal Estimated Cost	0 Subtotal Estimated Cost	10,000
TX 652 William Sinkin Apts.	TX 652 William Sinkin Apts.	
See	Foundation Stabilization & Repair to Structures (A/E)	5,000
Annual Statement	Sanitary Sewer Replacement 100%	5,000
	Site Improvements: Repair and Replacement of sidewalks, retaining walls, curbs , etc 500 SF	5,000
	Replace Roofs 100%	5,000
	Repair/Replace Leaf Guards/Gutters (25	5,000

		Foundation Stabilization & Repair (Dwelling)	100%	5,000
		Replacement of Cabinets & Countertops	100%	5,000
		Interior Repairs due to Buildings Shifting	100%	5,000
		Window Replacement	100%	5,000
		Foundation Stabilization & Repair to Structures (Non-Dwelling)	100%	5,000
Subtotal Estimated Cost	0	Subtotal Estimated Cost		50,000
TX 653 Pin Oak II		TX 653 Pin Oak II		
See		Seal Coat - Restripe Pkng Lot	100%	5,000
Annual tatement		Replacement of Cabinets & Countertops	100%	5,000
		Exterior Repairs / Paint	100%	5,000
		Replace Furnaces in 6 Units	100%	5,000
Subtotal Estimated Cost	0	Subtotal Estimated Cost		20,000
TX 654 Cisneros Apartments	+	TX 654 Cisneros Apartments		
See		Installation of Irrigation System	100%	25,000
Annual Statement Statement		Replacement of Cabinets & Countertops	100%	5,000
Subtotal Estimated Cost	0	Subtotal Estimated Cost		30,000
TX 655 Matt Garcia	+	TX 655 Matt Garcia		
See Annual		Exterior Repairs / Paint = Replace Rotted wood to walkways and painting of ext. building		
Statement	55	railings and structure.	100%	5,000

Replacemen	nt of Cabinets & Countertops 100%	5,000
	habilitation - Repair Damage and Associated Components	10,000
Subtotal Estimated Cost 0	Subtotal Estimated Cost	20,000
TX 656 LC Rutledge	TX 656 LC Rutledge	
See Annual Statement	nt of Cabinets & Countertops 100%	5,000
	Subtotal Estimated Cost	5,000
TX 657 Teurah Shaley	TX 657 Teurah Shaley	
See Upgrade pl	aygrounds 100%	5,000
Annual Statement Installation	n of Perimeter Fencing 104 L	5,000
Reroofing	100%	5,000
Replace Ext	terior Water Heater Doors 100%	5,000
Replacemen	nt of Cabinets & Countertops 100%	5,000
Aluminum	Gutters, Downspouts and Leaf Gua 100%	5,000
Exterior Re	epair & Painting 100%	5,000
Installation	n of Door Assemblies 100%	5,000
Subtotal Estimated Cost 0 S	Subtotal Estimated Cost	40,000
TX 658 Lila Cockrell Apts.	X 658 Lila Cockrell Apts.	
	Gazebo with Concrete Foundation 100%	5,000
Statement Balcony Re	pairs 100%	5,000
Installation	n of Fire Sprinkler System 100%	5,000

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Subtotal Estimated Cost		Subtotal Estimated Cost		15,000
Subtotal Estimated Cost		Subtotal Estimated Cost		10,000
TX 659 OP Schnabel Apts.	_	TX 659 OP Schnabel Apts.		
See Annual		Replace Kitchen Cabinets & Countertops	100%	23,000
Statement		Replace shower pans	100%	14,000
		Install Sliding Patio Doors	100%	5,000
Subtotal Estimated Cost	0	Subtotal Estimated Cost		42,000
TX 661 Scattered Housing		TX 661 Scattered Housing		
See Annual		Fence Replacement	31 LF	1,500
Statement		Sewer Line Repair / Replacement	100%	4,750
		Landscaping	100%	7,500
		Sidewalk Repair / Replacement	150 SF	1,500
		Foundation Stabilization & Repair to Structure	100%	12,500
		Replace Kitchen Cabinets & Countertops	100%	22,500
		Exterior Repair / Painting	100%	16,800
		Replace Vanity Cabinets	100%	4,750
		Interior Renovation	100%	22,500
		Repair / Replacement of Roofs	9 ea	30,678
		Install Central A/C & Heating Units	100%	1,500
		Abatement	100%	2,000
	57	Relocation	100%	2,500

Subtotal Estimated Cost	0	Subtotal Estimated Cost		130,978
TIV CCO CLAHAM I II AND		TIV CCO CLAHAM I II AMARA		
TX 662 Scattered Housing		TX 662 Scattered Housing		
See Annual		Fence Replacement	31 LF	1,500
Statement		Sewer Line Repair / Replacement	100%	4,750
		Landscaping	100%	7,500
		Sidewalk Repair / Replacement	$150~\mathrm{SF}$	1,500
		Foundation Stabilization & Repair to Structure	100%	12,500
		Replace Kitchen Cabinets & Countertops	100%	22,500
		Exterior Repair / Painting	100%	16,800
		Replace Vanity Cabinets	100%	4,750
		Interior Renovation	100%	22,500
		Install Central A/C & Heating Units	100%	1,500
		Abatement	100%	2,000
		Relocation	100%	2,500
Subtotal Estimated Cost	0	Subtotal Estimated Cost		100,300
TX 663 Scattered Housing		TX 663 Scattered Housing		
See		Fence Replacement	31 LF	1,500
Annual Statement		Sewer Line Repair / Replacement	100%	4,750
		Landscaping	100%	7,500
		Sidewalk Repair / Replacement	150 SF	1,500
		Foundation Stabilization & Repair to Structure	100%	12,500
	58	Replace Kitchen Cabinets & Countertops	100%	22,500

			Exterior Repair / Painting Replace Vanity Cabinets Interior Renovation Repair / Replacement of Roofs Install Central A/C & Heating Units Abatement	100% 100% 100% 5 ea 100%	16,800 4,750 22,500 17,500 1,500 2,000
			Relocation	100%	2,500
	Subtotal Estimated Cost	0	Subtotal Estimated Cost		117,800
г	TX 668 Scattered Housing	+ +	TX 668 Scattered Housing		
See			Fence Replacement	31 LF	1,500
Annual Statement			Sewer Line Repair / Replacement	100%	4,750
			Landscaping	100%	7,500
			Sidewalk Repair / Replacement	150 SF	1,500
			Foundation Stabilization & Repair to Structure	100%	12,500
			Replace Kitchen Cabinets & Countertops	100%	22,500
			Exterior Repair / Painting	100%	16,800
			Replace Vanity Cabinets	100%	4,750
			Interior Renovation	100%	22,500
			Repair / Replacement of Roofs	5 ea	17,500
			Install Central A/C & Heating Units	100%	1,500
			Abatement	100%	2,000
		59			

			Relocation	100%	5,000
	Subtotal Estimated Cost	0	Subtotal Estimated Cost		120,300
	TX 99 Scattered Sites		TX 99 Scattered Sites		
See			Fence Replacement	16 LF	750
Annual Statement			Sewer Line Repair / Replacement	100%	2,375
			Landscaping	100%	3,750
			Sidewalk Repair / Replacement	75 SF	750
			Foundation Stabilization & Repair to Structures	100%	12,500
			Replace Kitchen Cabinets & Countertops	100%	22,500
			Exterior Repair / Painting	100%	16,800
			Replace Vanity Cabinets	100%	4,750
			Interior Renovation	100%	22,500
			Repair / Replacement of Roofs	5 ea	17,500
			Install Central A/C & Heating Units	100%	1,500
			Abatement	100%	2,000
			Relocation	100%	5,000
	Subtotal Estimated Cost	0	Subtotal Estimated Cost		112,675
	TX 108 Charles C Andrews		TX 108 Charles C Andrews		
See Annual			Seal Coat - Restripe Parking Lot	100%	10,000
Statement			Replace / Repair Fencing	313 LF	15,000
		60	Refurbish Playground	100%	10,000

		Install Window Screens 100%	26,000
Subtotal Estimated Cost	0	Subtotal Estimated Cost	61,000
TX 6124 Frank Hornsby		TX 6124 Frank Hornsby	
See Annual		Sprinkler System Repair / Replacement 100%	20,227
Statement		Reroofing 100%	155,000
Subtotal Estimated Cost	0	Subtotal Estimated Cost	175,227
TX 6127 Guadalupe Block		TX 6127 Guadalupe Block	
See Annual		Install 32 Storage Rm Doors 100%	55,000
Statement		Install 56 Closet Doors 100%	60,000
Subtotal Estimated Cost	0	Subtotal Estimated Cost	115,000
TX 6131 & 6135 Mirasol SFRs		TX 6131 & 6135 Mirasol SFRs	
See Annual		Replace all Wooden & Chain Link Fencing 396 LF	19,000
Statement		Replacement of soffits and roof repairs 100%	30,000
		Replacement Perimeter Fences 583 LF	28,000
		Exterior Repairs / Painting 100%	265,000
Subtotal Estimated Cost	0	Subtotal Estimated Cost	342,000
TX 6136 Springview - South	1	TX 6136 Springview - South	
See Annual		Restripe Parking Lot 100%	10,000
Statement	61	Convent – Replacement of all A/C Heater systems (includes underground piping system) 100%	20,000

				Replace / Reseal Windows	100%	30,000
				Exterior Repairs / Paint	100%	25,000
	Subtotal Estimated Cost		0	Subtotal Estimated Cost		85,000
	TX 6123 Christ the King			TX 6123 Christ the King		
See Annual Statement				Repair / Replace Sidewalks & Add Extension to Existing Walkways	2500 SF	25,000
	Subtotal Estimated Cost		0	Subtotal Estimated Cost		25,000
	TX 600 PHA Wide			TX 600 PHA Wide		
See	Operations	1406	1,806,666	Operations	1406	1,806,666
Annual						
Statement			1,806,666			1,806,666
	Management Improvements	1408		Management Improvements	1408	
	M-'			Mai atau ang Calina ari		
	Maintenance Software: Offsite Storage	100%	4,060	Maintenance Software: Offsite Storage	100%	4,060
	Crystal Licenses:	100%	1,450	Crystal Licenses:	100%	1,450
	CONNX	100%	377		100%	377
	Paperless	100%	8,700	Paperless	100%	8,700
	AntiVirus	100%	23,200	AntiVirus	100%	23,200
	E-mail/Internet Content Filter	100%	5,800	E-mail/Internet Content Filter	100%	5,800
	VeriSign	100%	348	VeriSign	100%	348
	AntiSpam	100%	3,480	AntiSpam	100%	3,480
	ı	I	62			ı I

Premium Content Filter	100%	3,480	Premium Content Filter	100%	3,480
			Software licenses	100%	113,231
Software: MLS Upgrade	100%	29,000	Software: MLS Upgrade	100%	29,000
Network Admin	100%	29,000	Network Admin	100%	29,000
Symantec Security	100%	5,800	Symantec Security	100%	5,800
			Multicast Software	100%	5,800
		114,695			233,726
Administration	1410		Administration	1410	
Salaries/ Employee Benefit Contribution	100%	563,333	Salaries/ Employee Benefit Contribution	100%	563,333
Printing & Publications	100%	15,000	Printing & Publications	100%	15,000
Advertising	100%	30,000	Advertising	100%	30,000
Office Supplies / Sundry	100%	5,000	Office Supplies / Sundry	100%	5,000
Office rent for AECS / Housing Managem	100%	290,000	Office rent for AECS / Housing Management	100%	290,000
		903,333			903,333
Fees & Costs	1430		Fees & Costs	1430	
Engineering Services @ Various Propertie	100%	2,000	Engineering Services @ Various Properties	100%	2,000
Environmental Assessment	100%	2,000	Environmental Assessment	100%	2,000
Lead Based Paint Testing	100%	2,000	Lead Based Paint Testing	100%	2,000
Asbestos Testing	100%	2,000	Asbestos Testing	100%	2,000
		8,000			8,000
Site Acquisition	1440		Site Acquisition	1440	
Site Acquisition	1440	63	Site Acquisition	1440	

Site Costs/Sundry	100%	2,000	Site Costs/Sundry	100%	2,000
Current Tax Settlements	100%	2,000	2,000 Current Tax Settlements		2,000
Surveys & Maps	100%	2,000	Surveys & Maps	100%	2,000
Appraisals	100%	2,000	Appraisals	100%	2,000
Property Acquisition	100%	2,000	Property Acquisition	100%	2,000
		10,000			10,000
Site Improvements	1450	0	Site Improvements	1450	0
Dwelling Structures	1460		Dwelling Structures	1460	
Systems Upgrade (boilers, heating, chiller systems, salt systems, elevators, etc.)	rs, pump 100%	2,000	Systems Upgrade (boilers, heating, chillers, pur systems, salt systems, elevators, etc.)	mp 100%	2,000
On Demand / LBP	100%	2,000	On Demand / LBP	100%	2,000
On Demand / Asbestos Abatement	100%	2,000	On Demand / Asbestos Abatement	100%	2,000
On Demand / Elevator Repairs/ Code Con	100%	2,000	On Demand / Elevator Repairs/ Code Complian	100%	2,000
On Demand / Replace-Repair A/C System	100%	2,000	On Demand / Replace-Repair A/C Systems	100%	2,000
On Demand-LBP/ACM Abatement – Energy Performance Measures	100%	2,000	On Demand-LBP/ACM Abatement – Energy Performance Measures	100%	2,000
Rehabilitation of Units	100%	2,000	Rehabilitation of Units	100%	2,000
		14,000			14,000
Dwelling Equipment	1465		Dwelling Equipment	1465	
			On Demand/Electric Ranges - 504 Conversions	100%	5,000
			On Demand/Electric Refrigerators - 504 Conversions	100%	5,000
		64			10,000

		I II	1		
Non-Dwelling Structures	1470		Non-Dwelling Structures	1470	
Systems Upgrade (boilers, heating,	100%	2,000	Systems Upgrade (boilers, heating, chillers,	100%	2,000
chillers, pump systems, elevators, etc) On Demand / LBP	100%	2,000	pump systems, elevators, etc) On Demand / LBP	100%	2,000
On Demand / Asbestos Abatement	100%	2,000	On Demand / Asbestos Abatement	100%	2,000
On Demand / Elevator Repairs/ Code Compliance	100%	2,000	On Demand / Elevator Repairs/ Code Compliance	100%	1,500
On Demand / Replace-Repair A/C System	100%	2,000	On Demand / Replace-Repair A/C Systems	100%	1,500
On Demand-LBP/ACM Abatement – Energy Performance Measures	100%	2,000	On Demand-LBP/ACM Abatement – Energy Performance Measures	100%	2,000
		12,000			11,000
Non-Dwelling Equipment	1475		Non-Dwelling Equipment	1475	
Technology Hardware: 10/100 NIC Ethernet	100%	290	Technology Hardware: 10/100 NIC Ethernet	100%	290
RAID Drives	100%	11,600	RAID Drives	100%	11,600
Keyboards, Mouse, Pads	100%	232	Keyboards, Mouse, Pads	100%	232
HD Upgrades	100%	580	HD Upgrades	100%	580
CD-ROM/WORM	100%	580	CD-ROM/WORM	100%	580
Memory Upgrades	100%	580	Memory Upgrades	100%	580
Surge Protectors Capitalized:	100%	116	Surge Protectors Capitalized:	100%	116
Laptop Computers (RES)	100%	3,000	Laptop Computers (RES)	100%	3,000
Printers (RES)	100%	5,000	Printers (RES)	100%	5,000
Board Sound Recorder	100%	11, 69 0	Board Sound Recorder	100%	11,600

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Board Room Projector	100%	1,740	Board Room Projector	100%	1,740
Fiscal Output	100%	29,000	Fiscal Output	100%	29,000
New/Upgrade Servers	100%	29,000	New/Upgrade Servers	100%	29,000
CPU Rack	100%	1,740	CPU Rack	100%	1,740
Video Server	100%	2,900	Video Server	100%	2,900
Fax Server	100%	2,900	Fax Server	100%	2,900
TELEPHONY/WAN Warehouse Backup Buildup	100%	11,600	TELEPHONY/WAN Warehouse Backup Buildup	100%	11,600
Time Warner Cable (TWC)	100%	8,120	Time Warner Cable (TWC)	100%	8,120
VOIP (AVAYA 8700) Warehouse	100%	17,400	VOIP (AVAYA 8700) Warehouse	100%	17,400
Switch Upgrades	100%	17,400	Switch Upgrades	100%	17,400
Ethernet; RAID Drives; Keyboards; mouse pads; HD Upgrades; CD ROM/Worms; Memory; Surge protectors	100%	13,978			
PCs; Laptops (RES); Printers (RES);	100%	370,880			
Warehouse Backup Buildup; Time Warne Cable; VOIP Warehouse; Switch Upgrade		54,520			
VOIP	100%	16,240			
		610,996			155,378
504 Relocation	1495	10,000	504 Relocation	1495	10,000
		10,000			10,000
Development	0	2,000	Development	0	2,000
		2,000 66			2,000
	=	66		-	

D 113		ļI	7.1.9		
Debt Service	9000		Debt Service	1501	
Capital Fund Financing Program Debt Service	100%	2,192,651	Capital Fund Financing Program Debt Service	100%	2,192,651
		2,192,651			2,192,651
Contingency	1502	517,918	Contingency	1502	517,918
		517,918			517,918
Subtotal Estimated Cost		6,202,259	Subtotal Estimated Cost		5,874,672
			Facsimile of for	m HUD-5	2834 (10/96)
		9,033,330	1		9,033,330

PHA Name:		C T	de consideration		Fodoral EV of Const.
	TX006 San Antonio Housing Authority		icing Program Grant I	No:	Federal FY of Grant: Cap Fund Borrowing
		Revision Number	sing Factor Grant No: 31-Mar-08		Conital Fund
Original Annua	al Statement	Revision Number	31-Wai-00		Capital Fund
Performance a	and Evaluation Report for Period Ending Final Performance and Evaluation Report				Financing
_	Timal Cromance and Evaluation Report				Program (CFFP)
Jorformono	e and Evaluation Report for Period Ending: Final Per	formanaa and	Evaluation Da	nort	
ine No.			Evaluation Re		Actual Cost
inc ivo.	Summary by Development Account		mated Cost		
	T	Original	Revised	Obligated	Expended
	Total non-CFP Funds	\$0	\$0	\$0	· · · · · · · · · · · · · · · · · · ·
	1406 Operations	\$0 \$0	\$0 \$0	\$0 \$0	1
	1408 Management Improvements 1410 Administration	\$578,403	\$655,165	\$310,591	т.
	1411 Audit	\$376,403 \$0	\$033,103 \$0	\$310,391	
	1415 Liguidated Damages	\$0 \$0	\$0 \$0	\$(1
	1420 Construction Period Interest	\$0 \$0	\$0	\$(Ť
	1430 Fees and Costs	\$1,298,602	\$1,304,993	\$966,928	,
	1440 Site Acquisition	\$0	\$63,028	\$63,028	
	1450 Site Improvement	\$9,077,683	\$8,457,799	\$304,800	
	1460 Dwelling Structures	\$13,513,895	\$14,133,777	\$12,628,826	
	1465.1 Dwelling Equipment—Nonexpendable	\$99,725	\$103,100	\$103,100	
	1470 Nondwelling Structures	\$160,725	\$159,674	\$66,674	\$66,674
	1475 Nondwelling Equipment	\$25,500	\$25,500	\$0	\$(
15	1485 Demolition	\$0	\$0	\$0	\$
16	1490 Replacement Reserve	\$0	\$0	\$0	\$
	1492 Moving to Work Demonstration	\$0	\$0	\$0	,
	1495.1 Relocation Costs	\$0	\$0	\$0	
	1499 Development Activities	\$0	\$0	\$0	Ψ
	1501 Collaterization or Debt Service	\$1,512,286	\$1,512,286	\$1,512,286	1
_ ·	1502 Contingency	\$1,561,811	\$1,413,306	\$0	•
	Amount of Proposed Project: (sum of lines 2 – 20)	\$27,828,630	\$27,828,627	\$15,956,233	
	Amount of line 21 Related to LBP Activities	\$227,480	\$479,311	\$283,746	
	Amount of line 21 Related to Section 504 compliance	\$0	\$0	\$0	
25	Amount of line 21 Related to Security – Soft Costs	\$0	\$0	\$0	
	Amount of Line 21 Related to Security – Hard Costs	\$0	\$0	\$0	

		t Type and Num					
io Housing Authority		al Fund Program					
arch 31, 2008			Factor Grant No:				
General Description of Major Work Categories	Dev.	Quantity	Total Estin	nated Cost			Status of Work
	Acct						Percentage of Obligated
	No.						To Revised Budget
			Dec-07	Mar-08	Mar-08	Mar-08	
			Original	Revised	Funds Obligated	Funds Expended	
Legal Fees:	1410						
F & J. L.L.P. Fees -	1410	N/A	30.000	30.000	30.000	30.000	100%
PFM Fees -	1410 1410	N/A N/A	1.500	1.500	1.500 88.770	1.500 88.770	100%
Salaries/Employee Benefit Contribution Advertising/Printing & Publications	1410	N/A N/A	377,396 26,595	407,520 26,595	<u>88,770</u> 771	88,770 771	22% 3%
Salaries Technical	1410	N/A N/A	26,595 765	26,595 765	7/1	7/1	3% 100%
Salaries recrimical	1410	IN/ A	703	703	703	703	10076
Subtotal 1410			436,256	466,380	121,807	121,807	
Cost of Issuance (Consulting Fees):	1430						
Fannie Mae Origination Fees -	1430	N/A	166,972	166,972	166,972	166,972	100%
Fannie Mae Counsel Fee -	1430	N/A	4,500	4,500	4,500	4,500	100%
			·		·		
Subtotal 1430			171,472	171,472	171,472	171,472	
Debt Service Reserve Account	1501	N/A	1.096.325	1.096.325	1.096.325	1.096.325	100%
Capitalized Interest	1501	N/A	415,961	415,961	415,961	415,961	100%
Subtotal 1501			1.512.286	1.512.286	1,512,286	1.512.286	
PHA Wide/Contingency	1502	N/A	1.561.812	1,413,306	0	0	N/A
Subtotal 1502			1,561,812	1,413,306	0	0	
					4.005.574	4.005.574	
GRAND TOTAL PHA WIDE			3,681,826	3,563,444	1,805,564	1,805,564	
Salaries / Administration	1410	N/A	47,613	58,569	58,569	58,569	100%
Advertisina	1410	N/A	1.956	1.956	1.956	1.956	100%
Sundry	1410	N/A	333	333	333	333	100%
Subtotal 1410			49.902	60,858	60.858	60.858	
Utility Upgrades / Contract Administration (A 08-32)	1430	100% of Site	121,000	121,000	120,000	0	100%
Utility Assessment (AMD 07-81)	1430	100% of Site	121,000	121,000	16,000	16.000	100%
Othity Assessment (AMD 07-01)	1430	100 /6 01 3116	10,000	10,000	10,000	10,000	10076
Subtotal 1430			137.000	137.000	136.000	16.000	
Site Improvements: Installation of Retaining Walls, Sidewalks,	1450	100% of Site	200,000	200,000	0	0	Planning
Asphalt Landscaping Drainage etc Install New Sanitary Sewer System	1450	100% of Site	1,105,000	1,105,000	0	0	Planning
Install New Water Distribution System (Install Branch Water Piping and the addition of some Loop Isolation Valves in Main Dist. Piping		100% of Site	725,000	725,000	0	0	Planning
Install New Sanitary Sewer System Install New Water Distribution System		(Install Branch Water Piping 1450	(Install Branch Water Piping 1450 100% of Site	(Install Branch Water Piping 1450 100% of Site 725,000	(Install Branch Water Piping 1450 100% of Site 725,000 725,000	(Install Branch Water Piping 1450 100% of Site 725,000 725,000 0	(Install Branch Water Piping 1450 100% of Site 725,000 725,000 0 0

HA Name:			Type and Num					
	Housing Authority		al Fund Program					
eriod Ending: Marc			cement Housing					Chalana a CAMarala
evelopment Number	General Description of Major Work Categories	Dev.	Quantity	Total Estim	nated Cost			Status of Work
Name/HA-Wide		Acct						Percentage of Obliga
Activities		No.		D 07	11 00	11 00	11 00	To Revised Budge
				Dec-07	Mar-08	Mar-08	Mar-08	
				Original	Revised	Funds Obligated	Funds Expended	
	Subtotal 1450			2,030,000	2,030,000	0	0	
	Interior Renovations (AMD07-46): Scope of Work Includes: Installation of Doors / Fittings; Stair Renovation; Wall / Floor /	1460	100 Units	2,017,000	2,017,000	2,017,000	1,205,360	100%
	Ceiling Finishes; Installation of Electrical & Plumbing Fixtures; Cabinets and Countertops; Tubs / Shower Installation; Installation of Screen Doors / Interior / Exterior Doors; Heater, GFI and Smoke Detector Installation as Needed.							
	Installation of AC Units (AMD 07-89)	1460	14 Units	15,000	15,000	15,000	9,460	100%
	Interior Repairs - Force Account (AMD 07-86)	1460	14 Units	140,000	140,000	140,000	95,567	100%
	Interior Repairs - Force Account (AMD 07-98)	1460	6 Units	66,000	66,000	66,000	3,403	100%
	Subtotal 1460			2,238,000	2,238,000	2,238,000	1,313,791	
	Dwelling Equipment Ranges and Air Conditioners (AMD 07-86)	1465	14 Units	34,800	34,800	34,800	22,689	100%
	Subtotal 1465			34,800	34,800	34,800	22,689	
	GRAND TOTAL TX601			4,489,702	4,500,658	2,469,658	1,413,337	
Apache Courts	Salaries / Administration	1410	N/A	5,986	11,183	11,183	11,183	100%
Dev. No. 601A								
184 Units	Subtotal 1410			5,986	11,183	11,183	11,183	
	Admin Bldg Re-roof Environmental Testing (AMD 07-67)	1430	Admin Blda	290	290	290	290	100%
	Utility Assessment (AMD 07-81)	1430		4,000	4,000	4,000	4,000	100%
	Subtotal 1430			4,290	4,290	4,290	4,290	
				•	·	·	·	
	Interior Renovations: Scope of Work Includes: Installation of Doors / Fittings; Stair Renovation; Wall / Floor / Ceiling Finishes; Installation of Electrical & Plumbing Fixtures; Cabinets and	1460	55 Units	101,475	101,475	0	0	Planning
	Countertops; Tubs / Shower Installation; Installation of Screen Doors / Interior / Exterior Doors; Heater and Smoke Detector Installation; Install Windows, Water Heaters and Wall Heaters as							
	Repair Roofs at Laundry Room Areas (attached)	1460	2 ea.	6,800	6,800	0	0	Planning
	Exterior Repairs and Painting (Phase I) - Balcony Repairs, Prime, Paint Stucco finish, & Paint Metal Railing (AMD 07-70)	1460	128 Units	262,867	262,867	262,867	216,182	100%

PHA Name: TX006 San Antonio Period Ending: Marc	ch 31, 2008	Capit	t Type and Num al Fund Program (acement Housing)	Grant No:				
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estim	nated Cost			Status of Work Percentage of Obligate To Revised Budget
				Dec-07	Mar-08	Mar-08	Mar-08	
				Original	Revised	Funds Obligated	Funds Expended	
	Exterior Repairs and Painting (Phase II) - Balcony Repairs, Prime, Paint Stucco finish, & Paint Metal Railing (AMD 08-01)	1460	56 Units	202,967	202,967	202,967	114,694	100%
	Subtotal 1460			574,109	574,109	465,834	330,876	
	Reroofing of Admin. Office and Maintenance Shop (07-94)	1470	Admin Bldg.	67,725	66,674	66,674	66,674	100%
	Subtotal 1470			67,725	66,674	66,674	66,674	
	GRAND TOTAL TX601A			652,110	656,255	547,980	413,023	
Wheatley Courts	Salaries / Administration	1410	N/A	14,551	21,459	21,459	21,459	100%
Dev. No. 604 232 Units	Subtotal 1410			14.551	21,459	21.459	21.459	
	Utility Upgrades / Contract Administration (AMD 08-16)	1430	100% of Site	210,000	193,500	193,500	34,650	100%
	Evaluate Concrete Stairs	1430	100% of Bldgs.	8,500	8,500	0	0	Planning
	Environmental Assessment & Air Monitoring (AMD 08-25)	1430	100% of Bldgs.	45,565	45,565	0	0	Planning
	Surveying Services (AMD 07-63)	1430	100% of Site	14,950	14,950	14,950	14,950	100%
	Subtotal 1430			279.015	262,515	208,450	49.600	
	Replace Sections of Sanitary Sewer Collection System	1450	100% of Site	849,999	849,999	0	0	Planning
	Upgrade Electrical Service (Remove Existing Panels and Install New)	1450	100% of Bldgs.	241,000	241,000	0	0	Planning
	Install New Water Distribution System (Cutoff Valves and Boxes)	1450	100% of Site	182,000	182,000	0	0	Planning
	Subtotal 1450			1.272.999	1.272.999	0	0	
	Interior Renovations: Scope of Work Includes: Installation of Doors / Fittings; Stair Renovation; Wall / Floor / Ceiling Finishes; Installation of Electrical & Plumbing Fixtures; Cabinets and Countertops; Tubs / Shower Installation; Installation of Screen Doors / Interior / Exterior Doors; Heater and Smoke Detector Installation; Windows and Condensers / Fan Coil Units as Needed.	1460	70 Units	334,849	334,849	0	0	Planning
	Exterior Repairs and Painting - Balcony Repairs, Prime, Paint Stucco finish, & Paint Metal Railing (AMD 07-76)	1460	100% of Bldgs.	508,982	508,982	508,982	243,302	100%
	Abatement of Exterior Surfaces	1460	100% of Bldgs.	150,000	150,000	0	0	Planning

Part II: Supporting Pages

PHA Name:		Gran	Type and Num	ber				
TX006 San Antonio	Housing Authority		al Fund Program					
Period Ending: Marc				Factor Grant No:				
Development Number		Dev.	Quantity	Total Estim	nated Cost			Status of Work
Name/HA-Wide		Acct						Percentage of Obligate
Activities		No.						To Revised Budget
ACTIVITIES.		TWO.		Dec-07	Mar-08	Mar-08	Mar-08	TO INVERVO DOMEN
				Original	Revised	Funds Obligated	Funds Expended	
		4440	500/ 6 01 1	202.200	007.000	202 200		1000/
I	Replace Flat Roofs at Balconies and Patio Areas (AMD 08-21)	1460	50% of Bldgs.	227,298	227,298	227,298	0	100%
	Subtotal 1460			1.221.128	1,221,128	736,279	243.302	
							210/002	
	Replace Ceiling Tile in Admin. Office	1470	100%	11,000	11,000	0	0	Planning
	Replace VCT in Admin. Office	1470	100%	12.000	12.000	0	0	Planning
	Subtotal 1470			23,000	23,000	0	0	
	GRAND TOTAL TX604			2,810,693	2,801,102	966,189	314,361	
Lincoln Heights	Administration	1410	N/A	602	602	602	602	100%
Dev. No. 605	Salaries Administration	1410	N/A	24.612	34,907	34,907	34.907	100%
338 Units	Salaries Technical	1410	N/A	5.589	5,589	5,589	5.589	100%
	Subtotal 1410			30,803	41,099	41,099	41.099	
	Subtotal 1410			30,803	41,099	41,099	41,099	
	Utility Upgrades / Contract Administration (AMD 08-17)	1430	100% of Site	230,000	230,000	230,000	102,938	100%
	Utility Study / Surveying (AMD 07-62)	1430	100% of Site	11,000	11,000	11,000	11,000	100%
	Subtotal 1430			241,000	241,000	241.000	113,938	
	Subtotal 1430			241.000	241,000	241.000	113,938	
	Install New Water Distribution System (Water Main Cutoff Valves and Boxes)	1450	100% of Site	255,000	255,000	0	0	Planning
	Install New Gas Distribution System	1450	100% of Site	655.000	655.000	0	0	Planning
	Upgrade Electrical Service - Replace Electric Lines	1450		355.000	355.000	0	0	Planning
	Install New Sanitary Sewer Line	1450	100% of Site	545,000	545,000	0	0	Planning
	Subtotal 1450			1,810,000	1,810,000	0	0	
	Interior Renovations: Scope of Work Includes: Installation of Doors	1460	101 Units	392,044	392,044	0	0	Planning
	/ Fittings; Stair Renovation; Wall / Floor / Ceiling Finishes;			0,2,011	3,2,311	· ·		9
	Installation of Electrical & Plumbing Fixtures; Cabinets and							
	Countertops; Tubs / Shower Installation; Installation of Screen							
	Doors / Interior / Exterior Doors; Heater and Smoke Detector							
	Installation: Install Windows and Water Heaters as Needed Exterior Panairs and Painting (Phase II) Ralcony Panairs Prime	1460	338 Units	378,990	378,990	378,990	236,445	100%
	Exterior Repairs and Painting (Phase II) - Balcony Repairs, Prime, Paint Masonry Finish & Paint Metal Railing (AMD 07-68)	1460	338 Units	378,990	378,990	3/8,990	230,445	100%
	Roof Replacement (AMD 07-73)	1460	100% of Bldgs.	309,798	309,798	309,798	298,559	100%
	Subtotal 1460		5	1.080.832	1.080.832	688,788	535.004	

PHA Name:			Type and Num					
TX006 San Antonio			al Fund Program					
Period Ending: Marc Development Number		Dev.	Quantity	Factor Grant No: Total Estin	natod Cost			Status of Work
Name/HA-Wide	General Description of Major Work Categories	Acct	Quantity	Total Estill	iateu cost			Percentage of Obligated
Activities		No.						To Revised Budget
Activities		NO.		Dec-07	Mar-08	Mar-08	Mar-08	TO Revised Budder
				Original	Revised	Funds Obligated	Funds Expended	
	Paint Admin. Office (Interior & Exterior)	1470	Admin.	24.000	24.000	0	0	Planning
	Reroofing of Admin. Office and Maint. Shop	1470		30.000	30,000	0		
			7.53.1.1111			~	, and the second	1 131 11 11 13
	Subtotal 1470			54,000	54,000	0	0	
	GRAND TOTAL TX605			3,216,634	3,226,930	970,886	690,040	
Cassiano Homes	Salaries / Administration	1410	N/A	25,456	29,059	29,059	29,059	100%
Dev. No. 606	Advertising	1410	N/A	1,241	1,241	1,241	1,241	100%
400 Units	Subtotal 1410			26,697	30,300	30,300	30,300	
	Utility Upgrades / Contract Administration	1430	100% of Site	283,000	283,000	0	0	0%
	Utility Assessment (AMD 07-80)	1430	100% of Site	16,000	16,000	16,000	16,000	100%
	Environmental /Air Monitoring (AMD 07-93)	1430	1/3 of Bldgs.	15,180	15,180	15,180	3,997	100%
	Exterior Repairs and Painting (AMD 07-57)	1430	1/3 of Bldgs.	110,000	110,000	110,000	80,250	100%
	TDH Notification Fee	1430		0	1,391	1,391	1,391	100%
	Subtotal 1430			424,180	425,571	142,571	101,638	
	Property Survey - Utility Upgrades (08-37)	1440	100% of Site	0	63,028	63,028	0	100%
	Subtotal 1440			0	63.028	63.028	0	
							· ·	
	Install New Water Distribution System Install New Sanitary Sewer Line (Replace portion of piping outside	1450		1,190,000	1,190,000 815,000	0	0	Planning
	buildings and the addition of cleanouts at various locations)	1450	100% of Site	815,000	815,000	U	U	Planning
	Site & Drainage Improvements (Demolish all existing Concrete and Install Sidewalks, Curbs, Drive Apron, Pavement Parking, Railings and Retaining Walls) (AMD 07-78)	1450	100% of Site	304,800	304,800	304,800	299,670	100%
	Gas Distribution System: (Add Loop Isolation Valves in the Main Gas Distribution Piping)	1450	100% of Site	170,000	170,000	0	0	Planning
	Electrical Supply System: Installation of New Electrical Secondary	1450	100% of Site	750,000	750,000	0	0	Planning
	Subtotal 1450			3,229,800	3,229,800	304,800	299,670	
	Installation & Repair of Cable Wiring (AMD 08-05) Time Warner Installation & Repair of Cable Wiring (AMD 08-06) AT&T	1460		7,000	7,000	0		1 Idilling
	Installation & Repail of Cable Willing (AMD 08-06) AT&1	1400	1/3 of Bldqs.	7,000	7,000	0	<u> </u>	Planning

PHA Name:		Grant	Type and Num	ber				
TX006 San Antonio	Housing Authority		al Fund Program					
Period Ending: Mar				Factor Grant No:				
Development Number Name/HA-Wide Activities		Dev. Acct	Quantity	Total Estim	nated Cost			Status of Work Percentage of Obligate To Revised Budget
				Dec-07	Mar-08	Mar-08	Mar-08	
				Original	Revised	Funds Obligated	Funds Expended	
	Interior Renovations: Scope of Work Includes: Installation of Doors / Fittings; Stair Renovation; Wall / Floor / Ceiling Finishes; Installation of Electrical & Plumbing Fixtures; Cabinets and Countertops; Tubs / Shower Installation; Installation of Screen Doors / Interior / Exterior Doors; Heater and Smoke Detector Installation as Needed.	1460	120 Units	481,283	481,283	0	0	Planning
	Exterior Repairs and Painting - Replace Siding and Trim As Needed; Balcony Repairs, Prime, Paint; Masonry Finish & Paint Metal Railing (AMD 07-75)	1460	1/3 of Bldgs.	411,630	411,630	411,630	149,323	100%
	Abatement of Exterior Surfaces (AMD 07-92)	1460	1/3 of Bldgs.	120,800	120,800	120,800	120,800	100%
	Subtotal 1460			1,027,713	1,027,713	532,430	270,123	
	Subtotal 1400			1,027,713	1,027,713	332,430	270,123	
	Install Carpet in Admin. Office	1470	Admin.	10.000	10.000	0	0	Planning
	Paint Admin. Office (Interior & Exterior)	1470	Admin.	6,000	6,000	0	0	Planning
	Subtotal 1470			16.000	16.000	0	0	
	GRAND TOTAL TX606			4,724,390	4,792,412	1,073,129	701,732	
Sutton Homes	Salaries Administrative	1410	N/A	0	0	0	0	
Dev. No. 609 196 Units	Subtotal 1410			0	0	0	0	
	Engineering Study / Structural / Storm Water Management (AMD 07-83)	1430	100% of Site	18,750	18,750	18,750	18,750	100%
	Subtotal 1430			18.750	18.750	18.750	18.750	
	GRAND TOTAL TX609			18,750	18,750	18,750	18,750	
Sutton Homes Annex	Salaries Administrative	1410	N/A	0	0	0	0	Removed
Dev. No. 614 46 Units	Subtotal 1410			0	0	0	0	
	Engineering Study on Foundation (AMD 07-83)	1430	3 Bldgs.	2,450	2,450	2,450	2,450	100%
	Subtotal 1430			2,450	2,450	2,450	2,450	
	GRAND TOTAL TX614		,	2,450	2,450	2,450	2,450	

PHA Name:		Grant	Type and Num	her				
TX006 San Antonio	Housing Authority		al Fund Program (
Period Ending: Marc			cement Housina I					
Development Number		Dev.	Quantity	Total Estim	ated Cost			Status of Work
Name/HA-Wide		Acct						Percentage of Obligate
Activities		No.						To Revised Budget
				Dec-07	Mar-08	Mar-08	Mar-08	
				Original	Revised	Funds Obligated	Funds Expended	
Wheatley Courts	Administrative Salaries	1410	N/A	366	366	366	366	100%
Dev. No. 616	Subtotal 1410			366	366	366	366	
16 units								
	Utility Upgrades (A 08-16)	1430		0	21,500	21,500	0	100%
	Subtotal 1430			0	21.500	21,500	0	
							-	
	Install Asphalt Paving As Needed	1450 1450	3 Sections	14,000	14,000	0	0	r iai ii ii ig
	Installation of Electrical Supply to Annex		100% of Bldgs.	81,000	81,000	0	0	Planning
	Subtotal 1450			95,000	95,000	0	0	
	Install VCT in Units	1460	16 Units	4 500	4.500	0	0	Diamina
	Install VCT in Units Install Smoke Detectors	1460	16 Units	4,500 6,000	4,500 6,000	0	0	Planning Planning
	Exterior Repairs and Painting - Balcony Repairs, Prime, Paint Stucco	1460		16,653	16,653	16,653	16,653	
	finish, & Paint Metal Railing (AMD 07-76)	1400	10076 Of Blugs.	10,033	10,033	10,000	10,033	10070
	Subtotal 1460			27,153	27,153	16,653	16,653	
	GRAND TOTAL TX616			122,519	144,019	38,519	17,019	
Cassiano Homes	Administrative Salaries	1410	N/A	10,998	13,493	13,493	13,493	100%
Addition Dev. No. 620B	Subtotal 1410			10,998	13,493	13,493	13,493	
99 Units				10,778	13,473	13,473	13,473	
	Utility Assessment (AMD 07-80)	1430	100% of Site	4,000	4,000	4,000	4,000	100%
	Environmental /Air Monitoring (AMD 07-93)	1430	100% of Bldgs.	16,445	16,445	16,445	16,445	100%
	Subtotal 1430			20,445	20,445	20,445	20,445	
	Subtotul 1430			20,443	20,443	20,443	20,443	
	Install Asphalt Paving As Needed	1450	1/3 of Pkng. Lot	20,000	20,000	0	0	Planning
	Subtotal 1450			20,000	20,000	0	0	
			10001 6511					5
	Installation & Repair of Cable Wiring (AMD 08-05) Time Warner	1460		7,000	7,000	0	0	Planning
	Installation & Repair of Cable Wiring (AMD 08-06) AT&T	1460	J	7,000	7,000	0	0	Planning
	Exterior Repairs and Painting - Replace Siding and Trim As Needed; Balcony Repairs, Prime, Paint; Masonry Finish & Paint Metal Railing (AMD 07-75)	1460	100% of Bldgs.	446,493	446,493	446,493	446,493	100%

Part II: Supporting Pages

PHA Name:		Cron	t Type and Num	hor				
TX006 San Antonio	Housing Authority		al Fund Program (
Period Ending: Marc			acement Housing I					
Development Number Name/HA-Wide Activities		Dev. Acct No.	Quantity	Total Estim	nated Cost			Status of Work Percentage of Obligated To Revised Budget
		1		Dec-07	Mar-08	Mar-08	Mar-08	
				Original	Revised	Funds Obligated	Funds Expended	
	Abatement of Exterior Surfaces (AMD 07-92)	1460	100% of Bldgs.	131,031	131,031	131,031	131,031	100%
	Roofing Replacement (AMD 07-72)	1460	100% of Bldgs.	363,202	363,202	363,202	347,744	100%
	Subtotal 1460			954,726	954,726	940,726	925,268	
	GRAND TOTAL TX620B			1,006,168	1,008,664	974,664	959,206	
W C White Apts. Dev. No. 642	Administrative Salaries 14		N/A	2,843	10,026	10,026	10,026	100%
	Subtotal 1410			2.843	10.026	10.026	10.026	
	Site Improvements - Demolish Concrete Paving & Asphalt Parking Lot; Installation of Utilities; Asphalt Parking Lot; Concrete Flatwork and Replacement/Repair of Metal Fencing.		100% of Site	619,884	0	0	0	Moved
	Subtotal 1450			619,884	0	0	0	
	Subtotal 1430			017,004	U	U	0	
	Comprehensive Modernization (AMD 06-36) - 5 Floors, including first floor assembly area, administration offices, kitchen and special use spaces. Scope of Work Includes: Basement Fill; Foundation Wall Repair; Roof Construction; Roof Repairs; Exterior Wall Construction; Installation of Windows / Doors / Partitions / Fittings; Stair Renovation; Wall / Floor / Ceiling Finishes; Elevator Renovations Installation of Electrical & Plumbing Fixtures; Installation of Sprinklers / Standpipes; Installation of Electrical Service / Domestic Water / Cooling Generation System; Install Rain Water Drainage / Energy Supply / Lighting and Branch Wiring and Communications			6,384,113	7,003,997	7,003,997	7,003,997	100%
	Mechanical / Electrical / Plumbing Upgrades (AMD 07-100)	1460	100%	6,120	6,120	6,120	6,120	100%
	Subtotal 1460			6,390,233	7,010,117	7,010,117	7,010,117	
	Dwelling Equip: Ranges/Refrigerators (AMD 08-31) Ranges/Refrigerators (A 06-36)	1465 1465	75 Units	0 64.925	3,375 64.925	3,375 64.925	0 64.925	100% 100%
	Subtotal 1465			64.925	68,300	68.300	64.925	
	Non-Dwelling Equip: Community Rm./Arts & Crafts/Kitchen, etc	1475	1 ea.	25,500		0	0	Planning

PHA Name:		Gran	t Type and Num	nber				
TX006 San Antonio H	lousing Authority	Capit	al Fund Program	Grant No:				
Period Ending: Marcl	h 31, 2008	Repla	cement Housing	Factor Grant No:				
Development Number	General Description of Major Work Categories	Dev.	Quantity	Total Estir	nated Cost			Status of Work
Name/HA-Wide		Acct						Percentage of Obligated
Activities		No.						To Revised Budget
				Dec-07	Mar-08	Mar-08	Mar-08	
				Original	Revised	Funds Obligated	Funds Expended	
	Subtotal 1475			25,500	25,500	0	0	
	Subtotal 1475			25,500	25,500	U	U	
	GRAND TOTAL TX642			7,103,385	7,113,943	7,088,443	7,085,068	
	PROGRAM GRAND TOTAL			27,828,627	27,828,627	15,956,233	13,420,551	

IA Name: San Antonio Housing Authority (006 San Antonio Housing Authority eriod Ending: March 31, 2008		Grant Type a Capital Fund Replacement		/A o: N/A			Federal FY of Grant: Capital Fund Borrowing (CFFP)
Development Number Name/HA-Wide Activities		* All Funds Obligated			l Funds Expen		Reasons for Revised Target Dates
Name/ na-wide activities	Original	(Quarter Ending Date) Revised	Original	arter Ending D Revised	Actual		
TX600 PHA Wide	11/08/08	10/31/08		11/08/10	10/31/10		Program Has To Be 90% OB by 10/31/08
TX 601 Alazan	11/08/08	10/31/08		11/08/10	10/31/10		Program Has To Be 90% OB by 10/31/08
TX 601A Apache	11/08/08	10/31/08		11/08/10	10/31/10		Program Has To Be 90% OB by 10/31/08
TX 604 Wheatley Courts	11/08/08	10/31/08		11/08/10	10/31/10		Program Has To Be 90% OB by 10/31/08
TX 605 Lincoln Heights	11/08/08	10/31/08		11/08/10	10/31/10		Program Has To Be 90% OB by 10/31/0
TX 606 Cassiano Homes	11/08/08	10/31/08		11/08/10	10/31/10		Program Has To Be 90% OB by 10/31/0
TX 609 Sutton Homes	11/08/08	03/31/08	03/31/08	11/08/10	03/31/08	03/31/08	Program Has To Be 90% OB by 10/31/0
TX 614 Sutton Homes Addition	11/08/08	03/31/08	03/31/08	11/08/10	03/31/08	03/31/08	Program Has To Be 90% OB by 10/31/0
TX 616 Wheatley Courts	11/08/08	10/31/08		11/08/10	10/31/10		Program Has To Be 90% OB by 10/31/08
TX 620B Cassiano Homes	11/08/08	10/31/08		11/08/10	10/31/10		Program Has To Be 90% OB by 10/31/08
TX 642 WC White	11/08/08	10/31/08		11/08/10	10/31/10		Program Has To Be 90% OB by 10/31/0

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Introduction

ABOUT THE REFERENCES CITED IN THE MODEL ADMINISTRATIVE PLAN

AUTHORITIES IN THE MODEL ADMINISTRATIVE PLAN

Authority for PHA policies is derived from many sources. Primary among these sources are regulations and guidance issued by HUD. State law also directs PHA policy. State law must be followed where such law exists and does not conflict with federal regulations. In the absence of legal requirements or HUD guidance, industry practice may lead to PHA policy.

HUD

HUD provides the primary source of PHA policy through federal regulations, HUD Notices and handbooks. Compliance with federal regulations, current HUD Notices and HUD handbooks is mandatory.

HUD provides nonmandatory guidance to PHAs through HUD published guidebooks. Expired HUD Notices and handbooks also provide guidance for PHA policy. Following HUD guidance is optional, as long as PHA policies comply with federal law, federal regulations and mandatory policy. Because HUD has already determined that the guidance it provides is consistent with mandatory policies, PHA reliance on HUD guidance provides the PHA with a "safe harbor."

Content contained on the HUD website can provide further clarification of HUD policies. For example, FAQs on the HUD website can provide direction on the application of federal regulations to a specific pattern.

State Law

Where there is no mandatory federal guidance, PHAs must comply with state law, if it exists. Where state law is more restrictive than federal law, but does not conflict with it, the PHA should follow the state law.

Industry Practice

Where no law or HUD authority exists on a particular subject, industry practice may support PHA policy. An industry practice is a way of doing things that is followed by most housing authorities.

RESOURCES CITED IN THE MODEL ADMINISTRATIVE PLAN

The model administrative plan cites several documents. Where a document or resource is cited frequently, it may be abbreviated. Where it is cited only once or twice, the model administrative plan may contain the entire name of the document or resource. Following is a key to abbreviations used for various sources that are frequently cited in the administrative plan and a list of references and document locations that are referenced in the model administrative plan or that may be helpful to you.

Abbreviations

Throughout the model administrative plan, abbreviations are used to designate certain documents in citations. The following is a table of abbreviations of documents cited in the model administrative plan.

Abbreviation	Document
CFR	Code of Federal Regulations
HCV GB	Housing Choice Voucher Program Guidebook (7420.10G), April 2001.
HUD-50058 IB	HUD-50058 Instruction Booklet
RHIIP FAQs	Rental Housing Integrity Improvement Program (RHIIP) Frequently Asked Questions.
VG	PIH Notice 2004-01 Verification Guidance, March 9, 2004.
HB 4350.3	Occupancy Requirements of Subsidized Multifamily Housing Programs

Resources and Where to Find Them

Following is a list of resources helpful to the PHA or referenced in the model administrative plan, and the online location of each.

Document	and	T.	ocation
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Code of Federal Regulations

http://www.gpoaccess.gov/cfr/index.html

Earned Income Disregard FAQ

www.hud.gov/offices/pih/phr/about/ao_faq_eid.cfm

Eligibility of Students for Assisted Housing Under Section 8 of the U.S. Housing Act of 1937; Final Rule

http://www.hudclips.org/sub_nonhud/cgi/pdf/24672.pdf

Eligibility of Students for Assisted Housing Under Section 8 of the U.S. Housing Act of 1937; Supplementary Guidance; Notice

http://www.hudclips.org/sub_nonhud/cgi/pdf/3365.pdf

Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification data

http://www.hud.gov/offices/pih/programs/ph/rhiip/docs/eivsecguidepha.pdf

Executive Order 11063

http://www.hud.gov/offices/fheo/FHLaws/EXO11063.cfm

Federal Register

http://www.access.gpo.gov/su_docs/aces/fr-cont.html

General Income and Rent Determination FAQ

www.hud.gov/offices/pih/programs/ph/rhiip/faq_gird.cfm

Housing Choice Voucher Program Guidebook (7420.10G), April 2001.

www.hud.gov/offices/pih/programs/hcv/forms/guidebook.cfm

HUD Guidelines for Projecting Annual Income When Upfront Income Verification (UIV) Data is Available

http://www.hud.gov/offices/pih/programs/ph/rhiip/docs/guideprojincome.doc

HUD-50058 Instruction Booklet

http://www.hud.gov/offices/pih/systems/pic/50058/pubs/ib/form50058ib.pdf

Joint Statement of the Department of Housing and Urban Development and the Department of Justice, issued May 17, 2004

http://www.hud.gov/offices/fheo/library/huddojstatement.pdf

Notice of Guidance to Federal Assistance Recipients Regarding Title VI Prohibition Affecting Limited English Proficient Persons, published December 19, 2003 http://www.hudclips.org/sub_nonhud/cgi/pdf/31267.pdf

OMB Circular A-133

http://www.whitehouse.gov/omb/circulars/a133/a133.html

PIH Notice 2002-01 (HA), Accessibility Notice

http://www.hud.gov/offices/pih/publications/notices/02/pih2002-1.pdf

PIH Notice 2004-01 (HA), Verification Guidance, March 9, 2004. www.hud.gov/offices/pih/publications/notices/04/pih2004-1.pdf

PIH Notice 2004-18 (HA), Verification of Social Security (SS) and Supplemental Security Income (SSI) Benefits.

http://www.hud.gov/offices/pih/publications/notices/04/pih2004-18.pdf

PIH Notice 2005-01 (HA), Implementation of the Consolidated Appropriations Act (HR 4818 – H Rept 108-792), 2005 Funding Provisions for the Housing Choice Voucher Program.

http://www.hud.gov/offices/pih/publications/notices/05/pih2005-1.pdf

PIH Notice 2005-7 (HA), Rental Integrity Monitoring (RIM) Disallowed Costs and Sanctions Under the Rental Housing Integrity Improvement Project (RHIIP) Initiative http://www.hud.gov/offices/pih/publications/notices/05/pih2005-7.pdf

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http://www.hud.gov/offices/pih/publications/notices/05/pih2005-9.pdf

PIH Notice 2006-23 (HA), Implementation of the Violence Against Women and Justice Department Reauthorization Act of 2005

http://www.hud.gov/offices/pih/publications/notices/06/pih2006-23.pdf

Project-Based Voucher Program; Final Rule

http://www.hudclips.org/sub_nonhud/cgi/pdf/20035.pdf

Rental Housing Integrity Improvement Program (RHIIP) Frequently Asked Questions. www.hud.gov/offices/pih/programs/ph/rhiip/faq.cfm

Verification FAQ

www.hud.gov/offices/pih/programs/ph/rhiip/faq_verif.cfm

The HUD website is http://www.hud.gov/index.html.

Guidebooks, handbooks and other HUD published and federal resources may be found at the HUDClips website: www.hudclips.org.

Chapter 1

OVERVIEW OF THE PROGRAM AND PLAN

INTRODUCTION

The PHA receives its funding for the Housing Choice Voucher (HCV) program from the Department of Housing and Urban Development. The PHA is not a federal department or agency. A public housing agency (PHA) is a governmental or public body, created and authorized by state law to develop and operate housing and housing programs for low-income families. The PHA enters into an Annual Contributions Contract with HUD to administer the program requirements on behalf of HUD. The PHA must ensure compliance with federal laws, regulations and notices and must establish policy and procedures to clarify federal requirements and to ensure consistency in program operation.

This chapter contains information about the PHA and its programs with emphasis on the HCV program. It also contains information about the purpose, intent and use of the plan and guide.

There are three parts to this chapter:

<u>Part I: The Public Housing Agency (PHA)</u>. This part includes a description of the PHA, its jurisdiction, its programs, and its mission and intent.

<u>Part II: The HCV Program</u>. This part contains information about the Housing Choice Voucher program operation, roles and responsibilities, and partnerships.

<u>Part III: The HCV Administrative Plan</u>. This part discusses the purpose and organization of the plan and its revision requirements.

PART I: THE PHA

1-I.A. OVERVIEW

This part explains the origin of the PHA's creation and authorization, the general structure of the organization, and the relationship between the PHA Board and staff.

1-I.B. ORGANIZATION AND STRUCTURE OF THE PHA

The Section 8 tenant-based Housing Choice Voucher (HCV) assistance program is funded by the federal government and administered by the **San Antonio Housing Authority** for the jurisdiction of **the City of San Antonio and other local communities in and around the County of Bexar**.

The officials of a PHA are known as commissioners or, collectively, as the board of commissioners. Commissioners are appointed in accordance with state housing law and generally serve in the same capacity as the directors of a corporation, establishing policies under which the PHA conducts business, ensuring that policies are followed by PHA staff and ensuring that the PHA is successful in its mission. The board is responsible for preserving and expanding the agency's resources and assuring the agency's continued viability.

Formal actions of the PHA are taken through written resolutions, adopted by the board of commissioners and entered into the official records of the PHA.

The principal staff member of the PHA is the President & Chief Executive Officer (CEO), hired and appointed by the board of commissioners. The President & CEO is directly responsible for carrying out the policies established by the commissioners and is delegated the responsibility for hiring, training and supervising the remainder of the PHA's staff in order to manage the day-to-day operations of the PHA to ensure compliance with federal and state laws and directives for the programs managed. In addition, the President & CEO's duties include budgeting and financial planning for the agency.

1-I.C. PHA MISSION

The purpose of a mission statement is to communicate the purpose of the agency to people inside and outside of the agency. It provides guiding direction for developing strategy, defining critical success factors, searching out key opportunities, making resource allocation choices, satisfying clients and stakeholders, and making decisions.

PHA Policy

The PHA's mission is to provide safe, decent and sanitary housing conditions for very low-income families and to manage resources efficiently. The PHA is to promote personal, economic and social upward mobility to provide families the opportunity to make the transition from subsidized to non-subsidized housing.

Mission Statement

The San Antonio Housing Authority is committed to building and maintaining affordable housing for the citizens in our community. We seek to create safe neighborhoods by partnering with individuals and organizations to provide housing, education, and employment opportunities for families of modest means to become self-sufficient and improve their quality of life. We shall serve our clients and all citizens with the highest level of professionalism compassion and respect.

1-I.D. THE PHA'S PROGRAMS

The following programs are included under this administrative plan:

PHA Policy

The PHA's administrative plan is applicable to the operation of the Housing Choice Voucher program.

1-I.E. THE PHA'S COMMITMENT TO ETHICS AND SERVICE

As a public service agency, the PHA is committed to providing excellent service to HCV program participants – families and owners – in the community. The PHA's standards include:

- Administer applicable federal and state laws and regulations to achieve high ratings in compliance measurement indicators while maintaining efficiency in program operation to ensure fair and consistent treatment of clients served.
- Provide decent, safe, and sanitary housing in compliance with program housing quality standards for very low-income families while ensuring that family rents are fair, reasonable, and affordable.
- Encourage self-sufficiency of participant families and assist in the expansion of family opportunities, which address educational, socio-economic, recreational and other human services needs.
- Promote fair housing and the opportunity for very low-income families of all ethnic backgrounds to experience freedom of housing choice.
- Promote a housing program, which maintains quality service and integrity while providing an incentive to private property owners to rent to very low-income families.
- Promote a market-driven housing program that will help qualified low-income families be successful in obtaining affordable housing and increase the supply of housing choices for such families.
- Create positive public awareness and expand the level of family, owner, and community support in accomplishing the PHA's mission.
- Attain and maintain a high level of standards and professionalism in day-to-day management of all program components.
- Administer an efficient, high-performing agency through continuous improvement of the PHA's support systems and commitment to our employees and their development.

The PHA will make every effort to keep program participants informed of HCV program rules and regulations, and to advise participants of how the program rules affect them.

PART II. THE HOUSING CHOICE VOUCHER (HCV) PROGRAM

1-II.A. OVERVIEW AND HISTORY OF THE PROGRAM

The intent of this section is to provide the public and staff with information related to the overall operation of the program. There have been many changes to the program since its inception in 1974 and a brief history of the program will assist the audience in understanding the program.

The United States Housing Act of 1937 (the "Act") is responsible for the birth of federal housing program initiatives. The Act was intended to provide financial assistance to states and cities for public works projects, slum clearance and the development of affordable housing developments for low-income residents.

The Housing and Community Development (HCD) Act of 1974 created a new federally assisted housing program – the Section 8 Existing program (also known as the Section 8 Certificate program). The HCD Act represented a significant shift in federal housing strategy from locally owned public housing to privately owned rental housing.

Under the Certificate program, federal housing assistance payments were made directly to private owners of rental housing, where this housing was made available to lower-income families. Eligible families were able to select housing in the private rental market. Assuming that the housing met certain basic physical standards of quality ("housing quality standards") and was within certain HUD-established rent limitations ("fair market rents"), the family would be able to receive rental assistance in the housing unit. Family contribution to rent was generally set at 30 percent of the family's adjusted income, with the remainder of the rent paid by the program.

Another unique feature of the Certificate program was that the rental assistance remained with the eligible <u>family</u>, if the family chose to move to another privately owned rental unit that met program requirements (in contrast to the public housing program where the rental assistance remains with the <u>unit</u>, should the family decide to move). Consequently, the Certificate program was characterized as tenant-based assistance, rather than unit-based assistance.

The Housing and Community Development (HCD) Act of 1987 authorized a new version of tenant-based assistance – the Section 8 Voucher program. The Voucher program was very similar to the Certificate program in that eligible families were able to select housing in the private rental market and receive assistance in that housing unit.

However, the Voucher program permitted families more options in housing selection. Rental housing still had to meet the basic housing quality standards, but there was no fair market rent limitation on rent. In addition, family contribution to rent was not set at a limit of 30 percent of adjusted income. Consequently, depending on the actual rental cost of the unit selected, a family might pay more or less than 30 percent of their adjusted income for rent.

From 1987 through 1999, public housing agencies managed both the Certificate and Voucher tenant-based assistance programs, with separate rules and requirements for each. From 1994 through 1998, HUD published a series of new rules, known as "conforming" rules, to more closely combine and align the two similar housing programs, to the extent permitted by the law.

In 1998, the Quality Housing and Work Responsibility Act (QHWRA) – also known as the Public Housing Reform Act – was signed into law. QHWRA eliminated all statutory differences between the Certificate and Voucher tenant-based programs and required that the two programs be merged into a single tenant-based assistance program, now known as the Housing Choice Voucher (HCV) program.

The HCV program was modeled closely on the pre-merger Voucher program. However, unlike the pre-merger Voucher program, the HCV program requires an assisted family to pay at least 30 percent of adjusted income for rent.

The transition of assistance from the Certificate and Voucher programs to the new HCV program began in October 1999. By October 2001, all families receiving tenant-based assistance were converted to the HCV program.

1-II.B. HCV PROGRAM BASICS

The purpose of the HCV program is to provide rental assistance to eligible families. The rules and regulations of the HCV program are determined by the U.S. Department of Housing and Urban Development. The PHA is afforded choices in the operation of the program, which are included in the PHA's administrative plan, a document approved by the board of commissioners of the PHA.

The HCV program offers mobility to eligible families because they may search for suitable housing anywhere in the PHA's jurisdiction and may also be eligible to move under portability to other PHAs' jurisdictions.

When a family is determined to be eligible for the program and funding is available, the PHA issues the family a housing voucher. When the family finds a suitable housing unit and funding is available, the PHA will enter into a contract with the owner and the family will enter into a lease with the owner. Each party makes their respective payment to the owner so that the owner receives full rent.

Even though the family is determined to be eligible for the program, the owner has the responsibility of approving the family as a suitable renter. The PHA continues to make payments to the owner as long as the family is eligible and the housing unit continues to qualify under the program.

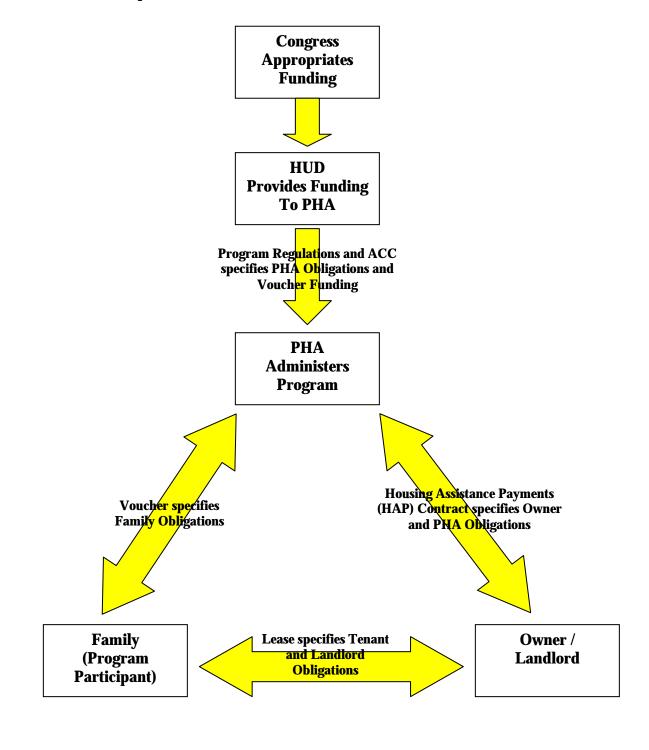
1-II.C. THE HCV PARTNERSHIPS

To administer the HCV program, the PHA enters into a contractual relationship with HUD. The PHA also enters into contractual relationships with the assisted family and the owner or landlord of the housing unit.

For the HCV program to work and be successful, all parties involved – HUD, the PHA, the owner, and the family – have important roles to play. The roles and responsibilities of all parties are defined in federal regulations and in legal documents that parties execute to participate in the program.

The chart on the following page illustrates key aspects of these relationships.

The HCV Relationships:



What does HUD do?

HUD has the following major responsibilities:

- Develop regulations, requirements, handbooks, notices and other guidance to implement HCV housing program legislation passed by Congress;
- Allocate HCV program funds to PHAs;
- Provide technical assistance to PHAs on interpreting and applying HCV program requirements;
- Monitor PHA compliance with HCV program requirements and PHA performance in program administration.

What does the PHA do?

The PHA administers the HCV program under contract with HUD and has the following major responsibilities:

- Establish local policies;
- Review applications from interested applicant families to determine whether applicants are eligible for the program;
- Maintain waiting list and select families for admission;
- Issue voucher to selected family and, if necessary, assist the family in finding a place to live;
- Conduct outreach to owners, with special attention to owners outside areas of poverty or minority concentration;
- Approve the rental unit (including assuring compliance with housing quality standards and rent reasonableness), the owner, and the tenancy;
- Make housing assistance payments to the owner in a timely manner;
- Ensure that families and their rental units continue to qualify under the program;
- Ensure that owners and families comply with program rules;
- Provide families and owners with prompt, professional service;
- Comply with all fair housing and equal opportunity requirements, HUD regulations and requirements, the Annual Contributions Contract, HUD-approved applications for funding, the PHA's administrative plan, and other applicable federal, state and local laws.

What does the Owner do?

The owner has the following major responsibilities:

- Screen families who apply for tenancy, to determine if they will be good renters.
 - The PHA can provide some information to the owner, but the primary responsibility for tenant screening rests with the owner.
 - O The owner should consider family background factors such as rent and bill-paying history, history of caring for property, respecting the rights of others to peaceful enjoyment of the property, compliance with essential conditions of tenancy, whether the family is engaging in drug-related criminal activity or other criminal activity that might threaten others.
- Comply with the terms of the Housing Assistance Payments contract, executed with the PHA;
- Comply with all applicable fair housing laws and discriminate against no one;
- Maintain the housing unit by making necessary repairs in a timely manner;
- Collect rent due from the assisted family and otherwise comply with and enforce provisions
 of the dwelling lease.

What does the Family do?¹

The family has the following responsibilities:

- Provide the PHA with complete and accurate information, determined by the PHA to be necessary for administration of the program;
- Make their best and most timely efforts to find a place to live that is suitable for them and that qualifies for the program;
- Attend all appointments scheduled by the PHA;
- Allow the PHA to inspect the unit at reasonable times and after reasonable notice;
- Take responsibility for care of the housing unit, including any violations of housing quality standards caused by the family;
- Comply with the terms of the lease with the owner;
- Comply with the family obligations of the voucher;
- Not commit serious or repeated violations of the lease;
- Not engage in drug-related or violent criminal activity;
- Notify the PHA and the owner before moving or terminating the lease;
- Use the assisted unit only for residence and as the sole residence of the family. Not sublet the unit, assign the lease, or have any interest in the unit;
- Promptly notify the PHA of any changes in family composition;
- Not commit fraud, bribery, or any other corrupt or criminal act in connection with any housing programs.

If all parties fulfill their obligations in a professional and timely manner, the program responsibilities will be fulfilledeffectively.

1-II.D. APPLICABLE REGULATIONS

Applicable regulations include:

- 24 CFR Part 5: General Program Requirements
- 24 CFR Part 8: Nondiscrimination
- 24 CFR Part 982: Section 8 Tenant-Based Assistance: Housing Choice Voucher Program

¹ Revised/Approved 12/06/07

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PART III: THE HCV ADMINISTRATIVE PLAN

1-III.A. OVERVIEW AND PURPOSE OF THE PLAN

The administrative plan is required by HUD. The purpose of the administrative plan is to establish policies for carrying out the programs in a manner consistent with HUD requirements and local goals and objectives contained in the PHA's agency plan. This administrative plan is a supporting document to the PHA agency plan, and is available for public review as required by CFR 24 Part 903.

This administrative plan is set forth to define the PHA's local policies for operation of the housing programs in the context of federal laws and regulations. All issues related to HCV not addressed in this document are governed by such federal regulations, HUD handbooks and guidebooks, notices and other applicable law. The policies in this administrative plan have been designed to ensure compliance with the consolidated ACC and all HUD-approved applications for program funding.

The PHA is responsible for complying with all changes in HUD regulations pertaining to the HCV program. If such changes conflict with this plan, HUD regulations will have precedence.

Administration of the HCV program and the functions and responsibilities of PHA staff shall be in compliance with the PHA's personnel policy and HUD's Section 8 regulations as well as all federal, state and local fair housing laws and regulations.

1-III.B. CONTENTS OF THE PLAN [24 CFR 982.54]

HUD regulations contain a list of what must be included in the administrative plan. The PHA administrative plan must cover PHA policies on these subjects:

- Selection and admission of applicants from the PHA waiting list, including any PHA
 admission preferences, procedures for removing applicant names from the waiting list, and
 procedures for closing and reopening the PHA waiting list (Chapter 4);
- Issuing or denying vouchers, including PHA policy governing the voucher term and any
 extensions or suspensions of the voucher term. 'Suspension' means stopping the clock on the
 term of a family's voucher after the family submits a request for approval of the tenancy. If
 the PHA decides to allow extensions or suspensions of the voucher term, the PHA
 administrative plan must describe how the PHA determines whether to grant extensions or
 suspensions, and how the PHA determines the length of any extension or suspension
 (Chapter 5);
- Any special rules for use of available funds when HUD provides funding to the PHA for a special purpose (e.g., desegregation), including funding for specified families or a specified category of families (Chapter 4);

- Occupancy policies, including definition of what group of persons may qualify as a 'family',
 definition of when a family is considered to be 'continuously assisted'; standards for denying
 admission or terminating assistance based on criminal activity or alcohol abuse in accordance
 with 982.553 (Chapters 3 and 12);
- Encouraging participation by owners of suitable units located outside areas of low income or minority concentration (Chapter 13);
- Assisting a family that claims that illegal discrimination has prevented the family from leasing a suitable unit (Chapter 2);
- Providing information about a family to prospective owners (Chapters 3 and 9);
- Disapproval of owners (Chapter 13);
- Subsidy standards (Chapter 5);
- Family absence from the dwelling unit (Chapter 12);
- How to determine who remains in the program if a family breaks up (Chapter 3);
- Informal review procedures for applicants (Chapter 16);
- Informal hearing procedures for participants (Chapter 16);
- The process for establishing and revising voucher payment standards (Chapter 16);
- The method of determining that rent to owner is a reasonable rent (initially and during the term of a HAP contract) (Chapter 8);
- Special policies concerning special housing types in the program (e.g., use of shared housing) (Chapter 15);
- Policies concerning payment by a family to the PHA of amounts the family owes the PHA (Chapter 16);
- Interim redeterminations of family income and composition (Chapter 11);
- Restrictions, if any, on the number of moves by a participant family (Chapter 10);
- Approval by the board of commissioners or other authorized officials to charge the administrative fee reserve (Chapter 16);
- Procedural guidelines and performance standards for conducting required housing quality standards inspections (Chapter 8); and
- PHA screening of applicants for family behavior or suitability for tenancy (Chapter 3).

Mandatory vs. Discretionary Policy

HUD makes a distinction between:

- <u>Mandatory policies</u>: those driven by legislation, regulations, current handbooks, notices, and legal opinions, and
- Optional, non-binding guidance, including guidebooks, notices that have expired and recommendations from individual HUD staff.

HUD expects PHAs to develop policies and procedures that are consistent with mandatory policies and to make clear the optional policies the PHA has adopted. The PHA's administrative plan is the foundation of those policies and procedures. HUD's directions require PHAs to make policy choices that provide guidance to staff and consistency to program applicants and participants.

Following HUD guidance, even though it is not mandatory, provides a PHA with a "safe harbor." HUD has already determined that the recommendations and suggestions it makes are consistent with mandatory policies. If a PHA adopts an alternative strategy, it must make its own determination that the alternative approach is consistent with legislation, regulations, and other mandatory requirements. There may be very good reasons for adopting a policy or procedure that is different than HUD's safe harbor, but PHAs should carefully think through those decisions.

1-III.C. ORGANIZATION OF THE PLAN

The Plan is organized to provide information to users in particular areas of operation.

1-III.D. UPDATING AND REVISING THE PLAN

The PHA will revise this administrative plan as needed to comply with changes in HUD regulations. The original plan and any changes must be approved by the board of commissioners of the agency, the pertinent sections included in the Agency Plan, and a copy provided to HUD.

PHA Policy

The PHA will review and update the plan at least once a year, and more often if needed, to reflect changes in regulations, PHA operations, or when needed to ensure staff consistency in operation.

Chapter 2

FAIR HOUSING AND EQUAL OPPORTUNITY

INTRODUCTION

This chapter explains the laws and HUD regulations requiring PHAs to affirmatively further civil rights and fair housing in all federally-assisted housing programs. The letter and spirit of these laws are implemented through consistent policy and processes. The responsibility to further nondiscrimination pertains to all areas of the PHA's housing choice voucher (HCV) operations.

This chapter describes HUD regulations and PHA policies related to these topics in three parts:

<u>Part I: Nondiscrimination</u>. This part presents the body of laws and regulations governing the responsibilities of the PHA regarding nondiscrimination.

<u>Part II: Policies Related to Persons with Disabilities</u>. This part discusses the rules and policies of the housing choice voucher program related to reasonable accommodation for persons with disabilities. These rules and policies are based on the Fair Housing Act (42.U.S.C.) and Section 504 of the Rehabilitation Act of 1973, and incorporate guidance from the Joint Statement of The Department of Housing and Urban Development and the Department of Justice (DOJ), issued May 17, 2004.

<u>Part III: Prohibition of Discrimination Against Limited English Proficiency Persons.</u> This part details the obligations of the PHA to ensure meaningful access to the HCV program and its activities by persons with limited English proficiency (LEP). This part incorporates HUD and DOJ's Notice of Guidance, published December 19, 2003 in the *Federal Register*.

PART I: NONDISCRIMINATION

2-I.A. OVERVIEW

Federal laws require PHAs to treat all applicants and participants equally, providing the same quality of service, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. The PHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- Violence Against Women Reauthorization Act of 2005 (VAWA)
- When more than one civil rights law applies to a situation, the laws will be read and applied together.
- Any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted

PHA Policy

No state or local nondiscrimination laws or ordinances apply.

2-I.B. NONDISCRIMINATION

Federal regulations prohibit discrimination against certain protected classes. State and local requirements, as well as PHA policies, can prohibit discrimination against additional classes of people.

The PHA shall not discriminate because of race, color, sex, religion, familial status, age, disability or national origin (called "protected classes")

Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18.

PHA Policy

The PHA will not discriminate on the basis of marital status or sexual orientation.

The PHA will not use any of these factors to:

- Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the housing choice voucher program
- Provide housing that is different from that provided to others
- Subject anyone to segregation or disparate treatment
- Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
- Treat a person differently in determining eligibility or other requirements for admission
- Steer an applicant or participant toward or away from a particular area based any of these factors
- Deny anyone access to the same level of services
- Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program
- Discriminate in the provision of residential real estate transactions
- Discriminate against someone because they are related to or associated with a member of a protected class
- Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

Providing Information to Families and Owners

The PHA must take steps to ensure that families and owners are fully aware of all applicable civil rights laws. As part of the briefing process, the PHA must provide information to HCV applicant families about civil rights requirements and the opportunity to rent in a broad range of neighborhoods [24 CFR 982.301]. The Housing Assistance Payments (HAP) contract informs owners of the requirement not to discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the contract.

Discrimination Complaints

If an applicant or participant believes that any family member has been discriminated against by the PHA or an owner, the family should advise the PHA. HUD requires the PHA to make every reasonable attempt to determine whether the applicant's or participant's assertions have merit and take any warranted corrective action. In addition, the PHA is required to provide the applicant or participant with information about how to file a discrimination complaint [24 CFR 982.304].

PHA Policy

Applicants or participants who believe that they have been subject to unlawful discrimination may notify the PHA either orally or in writing.

The PHA will attempt to remedy discrimination complaints made against the PHA.

The PHA will provide a copy of a discrimination complaint form to the complainant and provide them with information on how to complete and submit the form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

PART II: POLICIES RELATED TO PERSONS WITH DISABIILTIES

2-II.A. OVERVIEW

One type of disability discrimination prohibited by the Fair Housing Act is the refusal to make reasonable accommodation in rules, policies, practices, or services when such accommodation may be necessary to afford a person with a disability the equal opportunity to use and enjoy a program or dwelling under the program.

The PHA must ensure that persons with disabilities have full access to the PHA's programs and services. This responsibility begins with the first inquiry of an interested family and continues through every programmatic area of the HCV program.

PHA Policy

The PHA will ask all applicants and participants if they require any type of accommodations, in writing, on the intake application, reexamination documents, and notices of adverse action by the PHA, by including the following language:

Any individual with a disability or other medical need who requires accommodation with respect to this form (correspondence) should contact the San Antonio Housing Authority at (210) 477-6205.

2-II.B. DEFINITION OF REASONABLE ACCOMMODATION

A person with a disability may require special accommodations in order to have equal access to the HCV program. The types of reasonable accommodations the PHA can provide include changes, exceptions, or adjustments to a rule, policy, practice, or service.

Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an "undue financial and administrative burden" for the PHA, or result in a "fundamental alteration" in the nature of the program or service offered. A fundamental alteration is a modification that alters the essential nature of a provider's operations.

Types of Reasonable Accommodations

When needed, the PHA must modify normal procedures to accommodate the needs of a person with disabilities. Examples include:

- Permitting applications and reexaminations to be completed by mail
- Conducting home visits
- Using higher payment standards (either within the acceptable range or with HUD approval of a payment standard outside the PHA range) if the PHA determines this is necessary to enable a person with disabilities to obtain a suitable housing unit
- Providing time extensions for locating a unit when necessary because of lack of availability of accessible units or special challenges of the family in seeking a unit
- Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with PHA staff
- Displaying posters and other housing information in locations throughout the PHA's office in such a manner as to be easily readable from a wheelchair

2-II.C. REQUEST FOR AN ACCOMMODATION

If an applicant or participant indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, HUD requires that the PHA treat the information as a request for a reasonable accommodation, even if no formal request is made [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

The family must explain what type of accommodation is needed to provide the person with the disability full access to the PHA's programs and services.

If the need for the accommodation is not readily apparent or known to the PHA, the family must explain the relationship between the requested accommodation and the disability. There must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability.

PHA Policy

The PHA will encourage the family to make its request in writing using a reasonable accommodation request form. However, the PHA will consider the accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted.

2-II.D. VERIFICATION OF DISABILITY

The regulatory civil rights definition for persons with disabilities is provided in Exhibit 2-1 at the end of this chapter. The definition of a person with a disability for the purpose of obtaining a reasonable accommodation is much broader than the HUD definition of disability which is used for waiting list preferences and income allowances.

Before providing an accommodation, the PHA must determine that the person meets the definition of a person with a disability, and that the accommodation will enhance the family's access to the PHA's programs and services.

If a person's disability is obvious, or otherwise known to the PHA, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

If a family indicates that an accommodation is required for a disability that is not obvious or otherwise known to the PHA, the PHA must verify that the person meets the definition of a person with a disability, and that the limitations imposed by the disability require the requested accommodation.

When verifying a disability, the PHA will follow the verification policies provided in Chapter 7. All information related to a person's disability will be treated in accordance with the confidentiality policies provided in Chapter 16. In addition to the general requirements that govern all verification efforts, the following requirements apply when verifying a disability:

- Third-party verification must be obtained from an individual identified by the family who is
 competent to make the determination. A doctor or other medical professional, a peer support
 group, a non-medical service agency, or a reliable third party who is in a position to know
 about the individual's disability may provide verification of a disability [Joint Statement of
 the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing
 Act]
- The PHA must request only information that is necessary to evaluate the disability-related need for the accommodation. The PHA will not inquire about the nature or extent of any disability.
- Medical records will not be accepted or retained in the participant file.

2-II.E. APPROVAL/DENIAL OF A REQUESTED ACCOMMODATION [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

The PHA must approve a request for an accommodation if the following three conditions are met:

- The request was made by or on behalf of a person with a disability.
- There is a disability-related need for the accommodation.
- The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on the PHA, or fundamentally alter the nature of the PHA's HCV operations (including the obligation to comply with HUD requirements and regulations).

Requests for accommodations must be assessed on a case-by-case basis, taking into account factors such as the cost of the requested accommodation, the financial resources of the PHA at the time of the request, the benefits that the accommodation would provide to the family, and the availability of alternative accommodations that would effectively meet the family's disability-related needs.

Before making a determination whether to approve the request, the PHA may enter into discussion and negotiation with the family, request more information from the family, or may require the family to sign a consent form so that the PHA may verify the need for the requested accommodation.

PHA Policy

After a request for an accommodation is presented, the PHA will respond, in writing, within 10 business days.

If the PHA denies a request for an accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature of the PHA's operations), the PHA will discuss with the family whether an alternative accommodation could effectively address the family's disability-related needs without a fundamental alteration to the HCV program and without imposing an undue financial and administrative burden.

If the PHA believes that the family has failed to identify a reasonable alternative accommodation after interactive discussion and negotiation, the PHA will notify the family, in writing, of its determination within 10 business days from the date of the most recent discussion or communication with the family.

2-II.F. PROGRAM ACCESSIBILITY FOR PERSONS WITH HEARING OR VISION IMPAIRMENTS

HUD regulations require the PHA to ensure that persons with disabilities related to hearing and vision have reasonable access to the PHA's programs and services [24 CFR 8.6].

At the initial point of contact with each applicant, the PHA shall inform all applicants of alternative forms of communication that can be used other than plain language paperwork.

PHA Policy

To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display / teletype) communication will be available.

Additional examples of alternative forms of communication are sign language interpretation; having material explained orally by staff; or having a third party representative (a friend, relative or advocate, named by the applicant) to receive, interpret and explain housing materials and be present at all meetings.

2-II.G. PHYSICAL ACCESSIBILITY

The PHA must comply with a variety of regulations pertaining to physical accessibility, including the following:

- PIH 2002-01 (HA), Accessibility Notice
- Section 504 of the Rehabilitation Act of 1973
- The Americans with Disabilities Act of 1990
- The Architectural Barriers Act of 1968
- The Fair Housing Act of 1988

The PHA's policies concerning physical accessibility must be readily available to applicants and participants. They can be found in three key documents:

- This plan describes the key policies that govern the PHA's responsibilities with regard to physical accessibility.
- Notice PIH 2002-01(HA) Accessibility Notice (which must be posted in the HCV offices in a conspicuous place) summarizes information about pertinent laws and implementing regulations related to non-discrimination and accessibility in federally-funded housing programs.
- The PHA Plan provides information about self-evaluation, needs assessment, and transition plans.

The design, construction, or alteration of PHA facilities must conform to the Uniform Federal Accessibility Standards (UFAS). Newly-constructed facilities must be designed to be readily accessible to and usable by persons with disabilities. Alterations to existing facilities must be accessible to the maximum extent feasible, defined as not imposing an undue financial and administrative burden on the operations of the HCV program.

When issuing a voucher to a family that includes an individual with disabilities, the PHA will include a current list of available accessible units known to the PHA and will assist the family in locating an available accessible unit, if necessary.

In general, owners must permit the family to make reasonable modifications to the unit. However, the owner is not required to pay for the modification and may require that the unit be restored to its original state at the family's expense when the family moves.

2-II.H. DENIAL OR TERMINATION OF ASSISTANCE

A PHA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation [24 CFR 982.552 (c)(2)(iv)].

When applicants with disabilities are denied assistance, the notice of denial must inform them of the PHA's informal review process and their right to request a hearing. In addition, the notice must inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal hearing process.

When a participant family's assistance is terminated, the notice of termination must inform them of the PHA's informal hearing process and their right to request a hearing and reasonable accommodation.

When reviewing reasonable accommodation requests, the PHA must consider whether any mitigating circumstances can be verified to explain and overcome the problem that led to the PHA's decision to deny or terminate assistance. If a reasonable accommodation will allow the family to meet the requirements, the PHA must make the accommodation.

PART III: IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)

2-III.A. OVERVIEW

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the HCV program. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin. This part incorporates the Notice of Guidance to Federal Assistance Recipients Regarding Title VI Prohibition Affecting Limited English Proficient Persons, published December 19, 2003 in the *Federal Register*.

The PHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).

LEP is defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this administrative plan, LEP persons are HCV applicants and participants, and parents and family members of applicants and participants.

In order to determine the level of access needed by LEP persons, the PHA will balance the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the Housing Choice Voucher program; (2) the frequency with which LEP persons come into contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the resources available to the PHA and costs. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the PHA.

2-III.B. ORAL INTERPRETATION

In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, the PHA will generally offer, or ensure that the family is offered through other sources, competent services free of charge to the LEP person.

PHA Policy

The PHA will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. "Reasonable steps" may not be reasonable where the costs imposed substantially exceed the benefits.

Where feasible, the PHA will train and hire bilingual staff to be available to act as interpreters and translators, will pool resources with other PHAs, and will standardize documents. Where feasible and possible, the PHA will encourage the use of qualified community volunteers.

Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by the PHA. The interpreter may be a family member or friend.

2-III.C. WRITTEN TRANSLATION

Translation is the replacement of a written text from one language into an equivalent written text in another language.

PHA Policy

In order to comply with written-translation obligations, the PHA will take the following steps:

The PHA will provide written translations of vital documents for each eligible LEP language group that constitutes 5 percent or 1,000 persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally; or

If there are fewer than 50 persons in a language group that reaches the 5 percent trigger, the PHA does not translate vital written materials, but provides written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

2-III.D. IMPLEMENTATION PLAN

After completing the four-factor analysis and deciding what language assistance services are appropriate, the PHA shall determine whether it is necessary to develop a written implementation plan to address the identified needs of the LEP populations it serves.

If the PHA determines that it is not necessary to develop a written implementation plan, the absence of a written plan does not obviate the underlying obligation to ensure meaningful access by LEP persons to the PHA's Housing Choice Voucher program and services.

PHA Policy

If it is determined that the PHA serves very few LEP persons, and the PHA has very limited resources, the PHA will not develop a written LEP plan, but will consider alternative ways to articulate in a reasonable manner a plan for providing meaningful access. Entities having significant contact with LEP persons, such as schools, grassroots and faith-based organizations, community groups, and groups working with new immigrants will be contacted for input into the process.

If the PHA determines it is appropriate to develop a written LEP plan, the following five steps will be taken: (1) Identifying LEP individuals who need language assistance; (2) identifying language assistance measures; (3) training staff; (4) providing notice to LEP persons; and (5) monitoring and updating the LEP plan.

EXHIBIT 2-1: DEFINITION OF A PERSON WITH A DISABILITY UNDER FEDERAL CIVIL RIGHTS LAWS [24 CFR Parts 8.3 and 100.201]

A person with a disability, as defined under federal civil rights laws, is any person who:

- Has a physical or mental impairment that substantially limits one or more of the major life activities of an individual, or
- Has a record of such impairment, or
- Is regarded as having such impairment

The phrase "physical or mental impairment" includes:

- Any physiological disorder or condition, cosmetic or 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
- 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.

"Major life activities" includes, but is not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning, and/or working.

"Has a record of such impairment" means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

"Is regarded as having an impairment" is defined as having a physical or mental impairment that does not substantially limit one or more major life activities but is treated by a public entity (such as the PHA) as constituting such a limitation; has none of the impairments defined in this section but is treated by a public entity as having such an impairment; or 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 that impairment.

The definition of a person with disabilities does not include:

- Current illegal drug users
- People whose alcohol use interferes with the rights of others
- Persons who objectively pose a direct threat or substantial risk of harm to others that cannot be controlled with a reasonable accommodation under the HCV program

The above definition of disability determines whether an applicant or participant is entitled to any of the protections of federal disability civil rights laws. Thus, a person who does not meet this disability is not entitled to a reasonable accommodation under federal civil rights and fair housing laws and regulations.

The HUD definition of a person with a disability is much narrower than the civil rights definition of disability. The HUD definition of a person with a disability is used for purposes of receiving the disabled family preference, the \$400 elderly/disabled household deduction, the \$480 dependent deduction, the allowance for medical expenses, or the allowance for disability assistance expenses.

The definition of a person with a disability for purposes of granting a reasonable accommodation request is much broader than the HUD definition of disability. Many people will not qualify as a disabled person under the HCV program, yet an accommodation is needed to provide equal opportunity.

Chapter 3

ELIGIBILITY

INTRODUCTION

The PHA is responsible for ensuring that every individual and family admitted to the HCV program meets all program eligibility requirements. This includes any individual approved to join the family after the family has been admitted to the program. The family must provide any information needed by the PHA to confirm eligibility and determine the level of the family's assistance.

To be eligible for the HCV program:

- The applicant family must:
 - Qualify as a family as defined by HUD and the PHA.
 - Have income at or below HUD-specified income limits.
 - Qualify on the basis of citizenship or the eligible immigrant status of family members.
 - Provide social security number information for family members as required.
 - Consent to the PHA's collection and use of family information as provided for in PHA-provided consent forms.
- The PHA must determine that the current or past behavior of household members does not include activities that are prohibited by HUD or the PHA.

This chapter contains three parts:

<u>Part I: Definitions of Family and Household Members</u>. This part contains HUD and PHA definitions of family and household members and explains initial and ongoing eligibility issues related to these members.

<u>Part II: Basic Eligibility Criteria</u>. This part discusses income eligibility, and rules regarding citizenship, social security numbers, and family consent.

<u>Part III: Denial of Assistance</u>. This part covers factors related to an applicant's past or current conduct (e.g. criminal activity) that can cause the PHA to deny assistance.

PART I: DEFINITIONS OF FAMILY AND HOUSEHOLD MEMBERS

3-I.A. OVERVIEW

Some eligibility criteria and program rules vary depending upon the composition of the family requesting assistance. In addition, some requirements apply to the family as a whole and others apply to individual persons who will live in the assisted unit. This part provides information that is needed to correctly identify family and household members, and to apply HUD's eligibility rules.

3-I.B. FAMILY AND HOUSEHOLD [24 CFR 982.201(c), HUD-50058 IB, p. 13]

The terms *family* and *household* have different meanings in the HCV program.

Family

To be eligible for assistance, an applicant must qualify as a family. A family may be a single person or a group of persons. *Family* as defined by HUD includes a family with a child or children, two or more elderly or disabled persons living together, one or more elderly or disabled persons living with one or more live-in aides, or a single person. A single person family may be an elderly person, a displaced person, a disabled person, or any other single person. The PHA has the discretion to determine if any other group of persons qualifies as a family.

PHA Policy

A single person family may be:

An elderly person

A displaced person

A person with a disability

Individuals may not be considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence.

Any other single person

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

A family also includes:

Two or more persons who intend to share residency whose income and resources are available to meet the family's needs and who have at least a six-month history as a family unit (i.e. checking account, current or most recent lease, utility bill etc.) or show evidence of a stable family relationship.

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

Household

Household is a broader term that includes additional people who, with the PHA's permission, live in an assisted unit, such as live-in aides, foster children, and foster adults.

3-I.C. FAMILY BREAK-UP AND REMAINING MEMBER OF TENANT FAMILY Family Break-up [24 CFR 982.315]

The PHA has discretion to determine which members of an assisted family continue to receive assistance if the family breaks up. However, if a court determines the disposition of property between members of the assisted family in a divorce or separation decree, the PHA is bound by the court's determination of which family members continue to receive assistance.

PHA Policy

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, only one of the new families may retain the original application date.

In the absence of a judicial decision, or an agreement among the original family members, the PHA will determine which family retains their placement on the waiting list, or will continue to receive assistance, taking into consideration the following factors:

Which family member applied as head of household.

The interest of any minor children, including custody arrangements,

The interest of any ill, elderly, or disabled family members,

Any possible risks to family members as a result of domestic violence or criminal activity, and

The recommendations of social service agencies or qualified professionals such as children's protective services.

Restrictions that were in place at the time the family applied.

Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by the PHA.

In cases where domestic violence played a role, the standard used for verification will be the same as that required for the "domestic violence" preference

The PHA will require evidence that the family has been displaced as a result of fleeing violence in the home. Families are also eligible for this preference if there is proof that the family is currently living in a situation where they are being subjected to or victimized by violence in the home (See "Establishing Preferences and Maintaining the Waiting List" chapter).

Remaining Member of a Tenant Family [24 CFR 5.403]

The HUD definition of family includes the *remaining member of a tenant family,* which is a member of an assisted family who remains in the unit when other members of the family have left the unit. Household members such as live-in aides, foster children, and foster adults do not qualify as remaining members of a family.

If dependents are the only "remaining members of a tenant family" and there is no family member able to assume the responsibilities of the head of household, see Chapter 6, Section 6-I.B, for the policy on "Caretakers for a Child."

3-I.D. HEAD OF HOUSEHOLD [24 CFR 5.504(b)]

Head of household means the adult member of the family who is considered the head for purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a cohead or spouse.

PHA Policy

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

3-I.E. SPOUSE, COHEAD, AND OTHER ADULT

A family may have a spouse or cohead, but not both [HUD-50058 IB, p. 13].

Spouse means the marriage partner of the head of household.

PHA Policy

A *marriage partner* includes the partner in a "common law" marriage as defined in state law. The term "spouse" does not apply to friends, roommates, or significant others who are not marriage partners. A minor who is emancipated under state law may be designated as a spouse. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-head.

A *cohead* is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse. A family can have only one cohead.

PHA Policy

Emancipated minors who qualify under state law will be recognized as head of household.

Other adult means a family member, other than the head, spouse, or co-head, who is 18 years of age or older or emancipated minor. Foster adults and live-in aides are not considered other adults.

3-I.F. DEPENDENT [24 CFR 5.603]

A *dependent* is a family member who is under 18 years of age <u>or</u> a person of any age who is a person with a disability or a full-time student, except that the following persons can never be dependents: the head of household, spouse, cohead, foster children/adults and live-in aides. Identifying each dependent in the family is important because each dependent qualifies the family for a deduction from annual income as described in Chapter 6.

Joint Custody of Dependents

PHA Policy

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

When more than one applicant or participant family is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents.

When both parents are on the Waiting List and both are trying to claim the child, the one parent whose address is listed in the school records will be allowed to claim the schoolage child as a dependent.

3-I.G. FULL-TIME STUDENT [24 CFR 5.603, HCV GB p. 5-29]

A *full-time student* (FTS) is a person who is attending school or vocational training on a full-time basis. The time commitment or subject load that is needed to be full-time is defined by the educational institution.

Identifying each FTS is important because: (1) each family member that is an FTS, other than the head, spouse, or cohead, qualifies the family for a dependent deduction, and (2) the income of such an FTS is treated differently from the income of other family members.

3-I.H. ELDERLY AND NEAR-ELDERLY PERSONS, AND ELDERLY FAMILY [24 CFR 5.100 and 5.403]

Elderly Persons

An *elderly person* is a person who is at least 62 years of age.

Near-Elderly Persons¹

A *near-elderly person* is a person who is at least 50-61 years of age.

Elderly Family

An *elderly family* is one in which the head, spouse, cohead, or sole member is an elderly person. Identifying elderly families is important because these families qualify for special deductions from income as described in Chapter 6.

¹ Revised/Approved 12/06/07

3-I.I. PERSONS WITH DISABILITIES AND DISABLED FAMILY [24 CFR 5.403]

Persons with Disabilities

Under the HCV program, special rules apply to persons with disabilities and to any family whose head, spouse, or cohead is a person with disabilities. The technical definitions of individual with handicaps and persons with disabilities are provided in Exhibit 3-1 at the end of this chapter. These definitions are used for a number of purposes including ensuring that persons with disabilities are not discriminated against based upon disability.

As discussed in Chapter 2, the PHA must make all aspects of the HCV program accessible to persons with disabilities and consider reasonable accommodations requested based upon a person's disability.

Disabled Family

A *disabled family* is one in which the head, spouse, or cohead is a person with disabilities. Identifying disabled families is important because these families qualify for special deductions from income as described in Chapter 6.

Even though persons with drug or alcohol dependencies are considered persons with disabilities for the purpose of non-discrimination, this does not prevent the PHA from denying assistance for reasons related to alcohol and drug abuse following policies found in Part III of this chapter, or from terminating assistance following the policies in Chapter 12.

3-I.J. GUESTS [24 CFR 5.100]

A *guest* is a person temporarily staying in the unit with the consent of a member of the household who has express or implied authority to so consent.

PHA Policy

Any adult not included on the HUD 50058 who has been in the unit more than **30** consecutive days without PHA approval, or a total of **60** days in a 12-month period, will be considered to be living in the unit as **an unauthorized** household member.

Absence of evidence of any other address will be considered verification that the visitor is a member of the household.

Statements from neighbors and/or the landlord will be considered in making the determination.

Any use of the unit address as the visitor's current residence shall be construed as permanent residence.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the household and the PHA will terminate assistance since prior approval was not requested for the addition.

If the utilities are in the name of the visitor or any other unauthorized member.

Minors and college students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to **90** days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than **183** days per year, the minor will be considered to be an eligible visitor and not a family member.

A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure is expected to last 30 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return

3-I.K. FOSTER CHILDREN AND FOSTER ADULTS

Foster adults are usually persons with disabilities, unrelated to the tenant family, who are unable to live alone [24 CFR 5.609].

The term *foster child* is not specifically defined by the regulations.

Foster children and foster adults that are living with an applicant or assisted family are considered household members but not family members. The income of foster children/adults is not counted in family annual income, and foster children/adults do not qualify for a dependent deduction [24 CFR 5.603; HUD-50058 IB, p. 13].

PHA Policy

A *foster child* is a child that is in the legal guardianship or custody of a state, county, or private adoption or foster care agency, yet is cared for by foster parents in their own homes, under some kind of short-term or long-term foster care arrangement with the custodial agency.

A foster child or foster adult may be allowed to reside in the unit if their presence would not result in a violation of HQS space standards according to 24 CFR 982.401.

Foster children will be included in determining unit size only if they will be in the unit for more than 6 months.

Children that are temporarily absent from the home as a result of placement in foster care are discussed in Section 3-I.L.

3-I.L. ABSENT FAMILY MEMBERS

Individuals may be absent from the family, either temporarily or permanently, for a variety of reasons including educational activities, placement in foster care, employment, illness, incarceration, and court order.

Definitions of Temporarily and Permanently Absent

PHA Policy

Generally an individual who is or is expected to be absent from the assisted unit for less than 45 consecutive days is considered "temporarily absent" and continues to be considered a family member. Generally an individual who is or is expected to be absent from the assisted unit for more than 45 consecutive days is considered permanently absent and no longer a family member.

The PHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. The PHA will evaluate absences from the unit using this policy.

Absent Students

PHA Policy

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to the PHA indicating that the student has established a separate household or the family declares that the student has established a separate household.

Absences Due to Placement in Foster Care [24 CFR 5.403]

Children temporarily absent from the home as a result of placement in foster care are considered members of the family.

PHA Policy

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

If the time period is to be greater than **90 consecutive days** from the date of removal of the child/children, the Voucher size will be reduced. If all children are removed from the home permanently, the voucher size will be reduced in accordance with the PHA's subsidy standards. The new voucher size will be effective at the family's next reexamination.

Absent Head, Spouse, or Cohead

PHA Policy

An employed head, spouse, or cohead absent from the unit more than 180 consecutive days due to employment will continue to be considered a family member.

Family Members Permanently Confined for Medical Reasons [HCV GB, p. 5-22]

If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted [HCV GB, p. 5-22].

Exclude the income and deductions of the member if his income goes directly to the facility;

or

Include the income and deductions of the member if his income goes to a family member.

PHA Policy

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the PHA will seek advice from a responsible medical professional as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than **180 consecutive days w/PHA Discretion**, the family member will not be considered permanently absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the PHA's "Absence of Entire Family" policy.

Absence due to Incarceration

PHA Policy

If the sole member is incarcerated for more than **45 consecutive days**, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for **45 consecutive days**.

The PHA will determine if the reason for incarceration is for drug-related or violent criminal activity, which may result in the termination of assistance prior to the **45 consecutive days.**

Absence of Entire Family

PHA Policy

The guidelines below address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the PHA will terminate assistance in accordance with termination procedures contained in this Plan.

Families are required both to notify the PHA before they move out of a unit and to give the PHA information about any family absence from the unit.

Families must notify the PHA within 10 days after leaving the unit if they are going to be absent from the unit for more than 45 consecutive days.

If the entire family is absent from the assisted unit for more than **45** consecutive days, the unit will be considered vacated and the assistance will be terminated. If it is determined that the family is absent from the unit, the PHA will not continue assistance payments.

HUD regulations require the PHA to terminate assistance if the entire family is absent from the unit for a period of more than 180 consecutive calendar days.

"Absence" means that no family member is residing in the unit.

To determine if the family is absent from the unit, the PHA may:

Write letters to the family at the unit

Telephone the family at the unit

Interview neighbors

Verify if utilities are in service

Check with the post office

A person with a disability may request an extension of time as an accommodation, provided that the extension does not go beyond the HUD-allowed 180 consecutive calendar day's limit.

If the absence that resulted in termination of assistance was due to a person's disability, and the PHA can verify that the person was unable to notify the PHA in accordance with the family's responsibilities, and if funding is available, the PHA may reinstate the family as an accommodation. The family must make this request within 10 business days of the date of termination.

Absence due to Military Duty

PHA Policy

Family members called to active duty will not be considered absent from the household during their term of active duty.

Return of Permanently Absent Family Members

PHA Policy

The family must request PHA approval for the return of any adult family members that the PHA has determined to be permanently absent. The individual is subject to the eligibility and screening requirements discussed elsewhere in this chapter.

3-I.M. LIVE-IN AIDE

Live-in aide means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who: (1) is determined to be essential to the care and well-being of the persons, (2) is not obligated for the support of the persons, and (3) would not be living in the unit except to provide the necessary supportive services [24 CFR 5.403].

The PHA must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR 8, to make the program accessible to and usable by the family member with disabilities.

A live-in aide is a member of the household, not the family, and the income of the aide is not considered in income calculations [24 CFR 5.609(b)]. Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. However, a relative who serves as a live-in aide is not considered a family member and would not be considered a remaining member of a tenant family.

PHA Policy¹

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

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

Live-in aides are not subject to Non-Citizen Rule requirements.

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

A Live in Aide may only reside in the unit with the approval of the PHA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near elderly (50-61) or disabled. For continued approval, the family must submit a new, written request-subject to PHA verification-at each annual reexamination.

The PHA will approve a live-in aide if needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability. Approval of a live-in aide for reasonable accommodation will be in accordance with CFR 24 Part 8 and the reasonable accommodations section in Chapter 1 of this administrative plan.

Verification must include the hours the care will be provided.

In accordance with 24 CFR 982.316 at any time, the PHA will refuse to approve a particular person as a live-in aide or may withdraw such approval if:

The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;

The person commits drug-related criminal activity or violent criminal activity; or

The person 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.

Live-in aide does not meet the Criminal History Review (CHR) requirements

¹ Revised/Approved 12/06/07

PART II: BASIC ELIGIBILITY CRITERIA

3-II.A. INCOME ELIGIBILITY AND TARGETING

Income Limits

HUD is required by law to set income limits that determine the eligibility of applicants for HUD's assisted housing programs, including the housing choice voucher program. The income limits are published annually and are based on HUD estimates of median family income in a particular area or county, with adjustments for family size.

Types of Low-Income Families [24 CFR 5.603(b)]

Low-income family. A family whose annual income does not exceed 80 percent of the median income for the area, adjusted for family size.

Very low-income family. A family whose annual income does not exceed 50 percent of the median income for the area, adjusted for family size.

Extremely low-income family. A family whose annual income does not exceed 30 percent of the median income for the area, adjusted for family size.

HUD may establish income ceilings higher or lower than 30, 50, or 80 percent of the median income for an area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Using Income Limits for Eligibility [24 CFR 982.201]

PHA Policy

To be eligible for assistance, an applicant must:

Have an Annual Income at the time of admission that does not exceed the **very low-income** limits for occupancy established by HUD.

To be income eligible the applicant must be a family in the very low-income category, which is a family, whose income does not exceed 50 percent of the area median income. The PHA will not admit families whose income exceeds 50 percent of the area median income except those families included in 24 CFR 982.201(b).

To be income eligible the family may be under the low-income limit in any of the following categories: [24 CFR 982.201(b)(1)]

A very low-income family.

A low-income family that is continuously assisted under the 1937 Housing Act. An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within **60** days of voucher issuance. Programs include any housing federally assisted under the 1937 Housing Act.

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

A low-income non-purchasing family residing in a HOPE 1 or HOPE 2 project.

A low-income non-purchasing family residing in a project subject to a homeownership program under 24 CFR 248.173.

A low-income family or moderate income family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.

A low-income family that qualifies for Voucher assistance as a non-purchasing family residing in a project subject to a resident home ownership program.

To determine if the family is income-eligible, the PHA compares the Annual Income of the family to the applicable income limit for the family's size.

Families whose Annual Income exceeds the income limit will be denied admission and offered an informal review.

Using Income Limits for Targeting [24 CFR 982.201(b)(2)]

At least 75 percent of the families admitted to the PHA's program during a PHA fiscal year must be extremely low-income families. HUD may approve exceptions to this requirement if the PHA demonstrates that it has made all required efforts, but has been unable to attract an adequate number of qualified extremely low-income families.

Families continuously assisted under the 1937 Housing Act and families living in eligible low-income housing that are displaced as a result of prepayment of a mortgage or voluntary termination of a mortgage insurance contract are not subject to the 75 percent restriction.

3-II.B. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS [24 CFR 5, Subpart E]

Housing assistance is available only to individuals who are U.S. citizens, U.S. nationals (herein referred to as citizens and nationals), or noncitizens that have eligible immigration status. At least one family member must be a citizen, national, or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance.

All applicant families must be notified of the requirement to submit evidence of their citizenship status when they apply. Where feasible, and in accordance with the PHA's Limited English Proficiency Plan, the notice must be in a language that is understood by the individual if the individual is not proficient in English.

Declaration [24 CFR 5.508]

HUD requires each family member to declare whether the individual is a citizen, a national, or an eligible noncitizen, except those members who elect not to contend that they have eligible immigration status. Those who elect not to contend their status are considered to be ineligible noncitizens. For citizens, nationals and eligible noncitizens the declaration must be signed personally by the head, spouse, cohead, and any other family member 18 or older, and by a parent or guardian for minors. The family must identify in writing any family members who elect not to contend their immigration status (see Ineligible Noncitizens below). No declaration is required for live-in aides, foster children, or foster adults.

U.S. Citizens and Nationals

In general, citizens and nationals are required to submit only a signed declaration that claims their status. However, HUD regulations permit the PHA to request additional documentation of their status, such as a passport.

Acceptable documentation will include at least one of the following original documents:

United States birth certificate

United States passport

Resident alien/registration card

Social security card

Other appropriate documentation as determined by the PHA

PHA Policy

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

Eligible Noncitizens

In addition to providing a signed declaration, those declaring eligible noncitizen status must sign a verification consent form and cooperate with PHA efforts to verify their immigration status as described in Chapter 7. The documentation required for establishing eligible noncitizen status varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, the person's age, and the date on which the family began receiving HUD-funded assistance.

Lawful residents of the Marshall Islands, the Federated States of Micronesia, and Palau, together known as the Freely Associated States, or FAS, are eligible for housing assistance under section 141 of the Compacts of Free Association between the U.S. Government and the Governments of the FAS [Public Law 106-504].

Ineligible Noncitizens

Those noncitizens who do not wish to contend their immigration status are required to have their names listed on a noncontending family members listing, signed by the head, spouse, or cohead (regardless of citizenship status), indicating their ineligible immigration status. The PHA is not required to verify a family member's ineligible status and is not required to report an individual's unlawful presence in the U.S. to the United States Citizenship and Immigration Services (USCIS).

Providing housing assistance to noncitizen students is prohibited [24 CFR 5.522]. This prohibition extends to the noncitizen spouse of a noncitizen student as well as to minor children who accompany or follow to join the noncitizen student. Such prohibition does not extend to the citizen spouse of a noncitizen student or to the children of the citizen spouse and noncitizen student. Such a family is eligible for prorated assistance as a mixed family.

Mixed Families

A family is eligible for assistance as long as at least one member is a citizen, national, or eligible noncitizen. Families that include eligible and ineligible individuals are considered *mixed families*. Such families will be given notice that their assistance will be prorated, and that they may request a hearing if they contest this determination. See Chapter 6 for a discussion of how rents are prorated, and Chapter 16 for a discussion of informal hearing procedures.

Ineligible Families [24 CFR 5.514(d), (e), and (f)]

A PHA may elect to provide assistance to a family before the verification of the eligibility of the individual or one family member [24 CFR 5.512(b)]. Otherwise, no individual or family may be assisted prior to the affirmative establishment by the PHA that the individual or at least one family member is eligible. Verification of eligibility for this purpose occurs when the individual

or family members have submitted documentation to the PHA in accordance with program requirements [24 CFR 5.512(a)].

PHA Policy

The PHA will not provide assistance to a family before the verification of at least one family member.

When a PHA determines that an applicant family does not include any citizens, nationals, or eligible noncitizens, following the verification process, the family will be sent a written notice within 10 business days of the determination.

The notice will explain the reasons for the denial of assistance, that the family may be eligible for proration of assistance, and will advise the family of its right to request an appeal to the United States Citizenship and Immigration Services (USCIS), or to request an informal hearing with the PHA. The informal hearing with the PHA may be requested in lieu of the USCIS appeal, or at the conclusion of the USCIS appeal process. The notice must also inform the applicant family that assistance may not be delayed until the conclusion of the USCIS appeal process, but that it may be delayed pending the completion of the informal hearing process.

Informal hearing procedures are contained in Chapter 16.

Timeframe for Determination of Citizenship Status [24 CFR 5.508(g)]

For new occupants joining the assisted family, the PHA must verify status at the first interim or regular reexamination following the person's occupancy, whichever comes first.

If an individual qualifies for a time extension for the submission of required documents, the PHA must grant such an extension for no more than 30 days [24 CFR 5.508(h)].

Each family member is required to submit evidence of eligible status only one time during continuous occupancy.

PHA Policy

The PHA will verify the status of applicants at the time other eligibility factors are determined.

3-II.C. SOCIAL SECURITY NUMBERS [24 CFR 5.216 and 5.218]¹

The applicant and all members of the applicant's household age 6 or older must provide documentation of a valid Social Security Number (SSN) or a certification stating that no SSN has been issued. If a household member who is required to execute a certification is less than 18 years old, the certification must be executed by the individual's parent or guardian [24 CFR 5.216(j)]. Assistance cannot be provided to a family until all SSN documentation requirements are met. A detailed discussion of acceptable documentation is provided in Chapter 7.

If a new member who is at least six years of age is added to the family, the new member's SSN documentation must be submitted at the household's next interim or regular reexamination, whichever comes first. If any member of the household who is at least six years of age obtains a

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¹ Revised/Approved 12/06/07

previously undisclosed SSN, or has been assigned a new SSN, the documentation must be submitted at the family's next regularly scheduled reexamination.

The PHA must deny assistance to an applicant family if they do not meet the SSN disclosure, documentation and verification, and certification requirements contained in 24 CFR 5.216.

3-II.D. FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 5.230, HCV GB, p. 5-13]

HUD requires each adult family member, and the head of household, spouse, or cohead, regardless of age, to sign form HUD-9886, Authorization for the Release of Information/Privacy Act Notice, and other consent forms as needed to collect information relevant to the family's eligibility and level of assistance. Chapter 7 provides detailed information concerning the consent forms and verification requirements.

The PHA must deny admission to the program if any member of the applicant family fails to sign and submit the consent forms for obtaining information in accordance with 24 CFR 5, Subparts B and F [24 CFR 982.552(b)(3)].

3-II.E. STUDENTS ENROLLED IN INSTITUTIONS OF HIGHER EDUCATION [24 CFR 5.612 and FR Notice 4/10/06]

Section 327 of Public Law 109-115 and the implementing regulation at 24 CFR 5.612 established new restrictions on the eligibility of certain students (both part- and full-time) who are enrolled in institutions of higher education.

If a student enrolled at an institution of higher education is under the age of 24, is not a veteran, is not married, and does not have a dependent child, the student's eligibility must be examined along with the income eligibility of the student's parents. In these cases, both the student and the student's parents must be income eligible for the student to receive HCV assistance. If, however, a student in these circumstances is determined independent from his/her parents in accordance with PHA policy, the income of the student's parents will not be considered in determining the student's eligibility.

The new law does not apply to students who reside with parents who are applying to receive HCV assistance. It is limited to students who are seeking assistance on their own, separately from their parents.

Definitions

In determining whether and how the new eligibility restrictions apply to a student, the PHA will rely on the following definitions [FR 4/10/06, p. 18148].

Dependent Child

In the context of the student eligibility restrictions, *dependent child* means a dependent child of a student enrolled in an institution of higher education. The dependent child must also meet the definition of *dependent* in 24 CFR 5.603, which states that the dependent must be a member of the assisted family, other than the head of household or spouse, who is under 18 years of age, is a person with a disability, or is a full-time student. Foster children and foster adults are not considered dependents.

Independent Student

PHA Policy

The PHA will consider a student "independent" from his or her parents and the parents' income will not be considered when determining the student's eligibility if the following four criteria are all met:

The individual is of legal contract age under state law.

The individual has established a household separate from his/her parents for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education's definition of independent student.

To be considered an *independent student* according to the Department of Education, a student must meet one or more of the following criteria:

Be at least 24 years old by December 31 of the award year for which aid is sought

Be an orphan or a ward of the court through the age of 18

Be a veteran of the U.S. Armed Forces

Have one or more legal dependents other than a spouse (for example, dependent children or an elderly dependent parent)

Be a graduate or professional student

Be married

The individual was not claimed as a dependent by his/her parents pursuant to IRS regulations, as demonstrated on the parents' most recent tax forms.

The individual provides a certification of the amount of financial assistance that will be provided by his/her parents. This certification must be signed by the individual providing the support and must be submitted even if no assistance is being provided.

The PHA will verify that a student meets the above criteria in accordance with the policies in Section 7-II.E.

Institution of Higher Education

The PHA will use the statutory definition under section 102 of the Higher Education Act of 1965 to determine whether a student is attending an *institution of higher education* (see Exhibit 3-2).

Parents

PHA Policy

For purposes of student eligibility restrictions, the definition of *parents* includes biological or adoptive parents, stepparents (as long as they are currently married to the biological or adoptive parent), and guardians (e.g., grandparents, aunt/uncle, godparents, etc).

Veteran

PHA Policy

A *veteran* is a person who served in the active military, naval, or air service and who was discharged or released from such service under conditions other than dishonorable.

Determining Student Eligibility

If a student is applying for assistance on his/her own, apart from his/her parents, the PHA must determine whether the student is subject to the eligibility restrictions contained in 24 CFR 5.612. If the student is subject to those restrictions, the PHA must ensure that: (1) the student is individually eligible for the program, (2) either the student is independent from his/her parents or the student's parents are income eligible for the program, and (3) the "family" with which the student is applying is collectively eligible for the program.

PHA Policy

For any student who is subject to the 5.612 restrictions, the PHA will:

Follow its usual policies in determining whether the student individually and the student's "family" collectively are eligible for the program

Determine whether the student is independent from his/her parents in accordance with the definition of *independent student* in this section

Follow the policies below, if applicable, in determining whether the student's parents are income eligible for the program

If the PHA determines that the student, the student's parents (if applicable), or the student's "family" is not eligible, the PHA will send a notice of denial in accordance with the policies in Section 3-III.F, and the applicant family will have the right to request an informal review in accordance with the policies in Section 16-III.B.

Determining Parental Income Eligibility

PHA Policy

For any student who is subject to the 5.612 restrictions and who does not satisfy the definition of *independent student* in this section, the PHA will determine the income eligibility of the student's parents as follows:

If the student's parents are married and living together, the PHA will obtain a joint income declaration and certification of joint income from the parents.

If the student's parent is widowed or single, the PHA will obtain an income declaration and certification of income from that parent.

If the student's parents are divorced or separated, the PHA will obtain an income declaration and certification of income from each parent.

If the student has been living with one of his/her parents and has not had contact with or does not know where to contact his/her other parent, the PHA will require the student to submit a certification under penalty of perjury describing the circumstances and stating that the student does not receive financial assistance from the other parent. The PHA will then obtain an income declaration and

certification of income from the parent with whom the student has been living or had contact.

In determining the income eligibility of the student's parents, the PHA will use the income limits for the jurisdiction in which the parents live.

PART III: DENIAL OF ADMISSION

3-III.A. OVERVIEW

A family that does not meet the eligibility criteria discussed in Parts I and II, must be denied assistance.

In addition, HUD requires or permits the PHA to deny assistance based on certain types of current or past behaviors of family members.

Forms of Denial [24 CFR 982.552(a)(2); HCV GB, p. 5-35]

Denial of admission includes any of the following:

- Not placing the family's name on the waiting list
- Denying or withdrawing a voucher
- Not approving a request for tenancy or refusing to enter into a HAP contract
- Refusing to process a request for or to provide assistance under portability procedures

Prohibited Reasons for Denial of Program Admission [24 CFR 982.202(b), Pub.L. 109-162]

HUD rules prohibit denial of program admission to the program based on any of the following criteria:

- Age, disability, race, color, religion, sex, or national origin. (See Chapter 2 for additional information about fair housing and equal opportunity requirements.)
- Where a family lives prior to admission to the program
- Where the family will live with assistance under the program. Although eligibility is not affected by where the family will live, there may be restrictions on the family's ability to move outside the PHA's jurisdiction (See Chapter 10, Portability.)
- Whether members of the family are unwed parents, recipients of public assistance, or children born out of wedlock
- Whether the family includes children
- Whether a family decides to participate in a family self-sufficiency program
- Whether or not a qualified applicant has been a victim of domestic violence, dating violence, or stalking

3-III.B. MANDATORY DENIAL OF ADMISSION [24 CFR 982.553(a)]

HUD requires the PHA to deny admission in the following cases:

Any member of the household has been evicted from federally-assisted housing in the last 3
years for drug-related criminal activity. HUD permits, but does not require, the PHA to admit
an otherwise-eligible family if the household member has completed a PHA-approved drug
rehabilitation program or the circumstances which led to eviction no longer exist (e.g., the
person involved in the criminal activity no longer lives in the household).

PHA Policy¹

The PHA will deny assistance to an applicant family if any member of the household has been evicted from federally assisted housing in the last 5 years for drug-related criminal activity.

The PHA will admit an otherwise-eligible family who was evicted from federally-assisted housing within the past 3 years for drug-related criminal activity, if the PHA is able to verify that the household member who engaged in the criminal activity has completed a supervised drug rehabilitation program approved by the PHA, or the person who committed the crime, is no longer living in the household.

• The PHA determines that any household member is currently engaged in the use of illegal drugs.

PHA Policy

Currently engaged in is defined as any use of illegal drugs during the previous six months.

• The PHA has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

PHA Policy

In determining reasonable cause, the PHA will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol. A conviction will be given more weight than an arrest. The PHA will also consider evidence from treatment providers or community-based organizations providing services to household members.

- Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing
- If any household member is currently registered as a sex offender under a state registration requirement, regardless of whether it is a lifetime registration requirement, the family will be denied assistance.

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¹ Revised/Approved 12/06/07

3-III.C. OTHER PERMITTED REASONS FOR DENIAL OF ADMISSION

HUD permits, but does not require, the PHA to deny assistance for the reasons discussed in this section.

Criminal Activity [24 CFR 982.553 (a)(2)(ii)]

HUD permits, but does not require, the PHA to deny assistance if the PHA determines that any household member is currently engaged in, or has engaged in during a reasonable time before the family would receive assistance, certain types of criminal activity.

PHA Policy

If any household member is currently engaged in, or has engaged in any of the following criminal activities, within the past five years, the family will be denied assistance.

Drug-related criminal activity, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug [24 CFR 5.100].

Violent criminal activity, defined by HUD as 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 [24 CFR 5.100].

Criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or

Criminal activity that may threaten the health or safety of property owners and management staff, and persons performing contract administration functions or other responsibilities on behalf of the PHA (including a PHA employee or a PHA contractor, subcontractor, or agent).

Immediate vicinity means within a three-block radius of the premises.

Evidence of such criminal activity includes, but is not limited to:

Any conviction for drug-related or violent criminal activity within the past 5 years.

Any arrests for drug-related or violent criminal activity within the past 5 years.

Any record of eviction from public or privately-owned housing as a result of criminal activity within the past 5 years.

A conviction for drug-related or violent criminal activity will be given more weight than an arrest for such activity.

In making its decision to deny assistance, the PHA will consider the factors discussed in Section 3-III.E. Upon consideration of such factors, the PHA may, on a case-by-case basis, decide not to deny assistance.

Previous Behavior in Assisted Housing [24 CFR 982.552(c)]¹

HUD authorizes the PHA to deny admission based on the family's previous behavior in assisted housing:

PHA Policy

The PHA **will not** deny admission to an otherwise eligible family because the family previously failed to meet its obligations under the Family Self-Sufficiency (FSS) program.

The PHA will deny assistance to an applicant family if:

The family does not provide information that the PHA or HUD determines is necessary in the administration of the program.

The family does not provide complete and true information to the PHA.

Any family member has been evicted from federally assisted housing in the last five years.

Any PHA has ever terminated assistance under the program for any member of the family within the last 5 years.

Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

The family owes rent or other amounts to any PHA in connection with the HCV, Certificate, Moderate Rehabilitation or public housing programs, unless the family repays the full amount of the debt prior to being selected from the waiting list.

If the family has not reimbursed any PHA for amounts the PHA paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease, unless the family repays the full amount of the debt prior to being selected from the waiting list.

The family has breached the terms of a repayment agreement entered into with the PHA, unless the family repays the full amount of the debt covered in the repayment agreement prior to being selected from the waiting list.

A family member has engaged in or threatened violent or abusive behavior toward PHA personnel.

Abusive or violent behavior towards PHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

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¹ Revised/Approved 12/06/07

In making its decision to deny assistance, the PHA will consider the factors discussed in Section 3-III.E. Upon consideration of such factors, the PHA may, on a case-by-case basis, decide not to deny assistance.

3-III.D. SCREENING

Screening for Eligibility

PHAs are authorized to obtain criminal conviction records from law enforcement agencies to screen applicants for admission to the HCV program. This authority assists the PHA in complying with HUD requirements and PHA policies to deny assistance to applicants who are engaging in or have engaged in certain criminal activities. In order to obtain access to the records the PHA must require every applicant family to submit a consent form signed by each adult household member [24 CFR 5.903].

PHA Policy

The PHA will perform a criminal background check through local law enforcement for every adult household member.

If the results of the criminal background check indicate that there may be past criminal activity, but the results are inconclusive, the PHA will request a fingerprint card and will request information from the National Crime Information center (NCIC).

PHAs are required to perform criminal background checks necessary to determine whether any household member is subject to a lifetime registration requirement under a state sex offender program in the state where the housing is located, as well as in any other state where a household member is known to have resided [24 CFR 982.553(a)(2)(i)].

If the PHA proposes to deny admission based on a criminal record or on lifetime sex offender registration information, the PHA must notify the household of the proposed action and must provide the subject of the record and the applicant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to a denial of admission. [24 CFR 5.903(f) and 5.905(d)].

Screening for Suitability as a Tenant [24 CFR 982.307]

The PHA has no liability or responsibility to the owner for the family's behavior or suitability for tenancy. The PHA may opt to conduct additional screening to determine whether an applicant is likely to be a suitable tenant.

PHA Policy

The PHA will not conduct additional screening to determine an applicant family's suitability for tenancy.

The PHA must inform the owner that screening and selection of the family to occupy the owner's unit. The PHA must inform the owner that screening and selection for tenancy is the responsibility of the owner. An owner may consider a family's history with respect to factors such as: payment of rent and utilities, caring for a unit and premises, respecting the rights of other residents to the peaceful enjoyment of their housing, criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy.

HUD requires the PHA to provide prospective owners with the family's current and prior address (as shown in PHA records) and the name and address (if known) of the owner at the family's current and prior addresses. HUD permits the PHA to provide owners with additional information, as long as families are notified that the information will be provided, and the same type of information is provided to all owners.

PHA Policy

The PHA will inform owners of their responsibility to screen prospective tenants, and will provide owners with the required known name and address information, at the time of the initial HQS inspection or before. The PHA will not provide any additional information to the owner, such as tenancy history, criminal history, etc.

3-III.E. CRITERIA FOR DECIDING TO DENY ADMISSION

Evidence [24 CFR 982.553(c)]

PHA Policy

The PHA will use the concept of the preponderance of the evidence as the standard for making all admission decisions.

Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not.

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

Consideration of Circumstances [24 CFR 982.552(c)(2)]

HUD authorizes the PHA to consider all relevant circumstances when deciding whether to deny assistance based on a family's past history except in the situations for which denial of assistance is mandated (see Section 3-III.B).

PHA Policy

The PHA will consider the following factors prior to making its decision:

The seriousness of the case, especially with respect to how it would affect other residents

The effects that denial of admission may have on other members of the family who were not involved in the action or failure

The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or (as discussed further in section 3-III.G) a victim of domestic violence, dating violence, or stalking

The length of time since the violation occurred, the family's recent history and the likelihood of favorable conduct in the future

In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully

The PHA will require the applicant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.

Removal of a Family Member's Name from the Application [24 CFR 982.552(c)(2)(ii)]

HUD permits PHAs to impose as a condition of admission, a requirement that family members who participated in or were culpable for an action or failure to act which results in the denial of assistance, to not reside in the unit.

PHA Policy

As a condition of receiving assistance, a family may agree to remove the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the assisted unit.

After admission to the program, the family must present evidence of the former family member's current address upon PHA request.

Reasonable Accommodation [24 CFR 982.552(c)(2)(iv)]

If the family includes a person with disabilities, the PHA's decision concerning denial of admission is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.

PHA Policy

If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of assistance, the PHA will determine whether the behavior is related to the disability. If so, upon the family's request, the PHA will determine whether alternative measures are appropriate as a reasonable accommodation. The PHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of assistance. See Chapter 2 for a discussion of reasonable accommodation.

3-III.F. NOTICE OF ELIGIBILITY OR DENIAL

If the family is eligible for assistance, the PHA will notify the family when it extends the invitation to attend the voucher briefing appointment, as discussed in Chapter 5.

If the PHA determines that a family is not eligible for the program for any reason, the family must be notified promptly. The notice must describe: (1) the reasons for which assistance has been denied, (2) the family's right to an informal review, and (3) the process for obtaining the informal review [24 CFR 982.554 (a)]. See Chapter 16, for informal review policies and procedures.

PHA Policy

The family will be notified of a decision to deny assistance in writing within 10 business days of the determination.

If a PHA uses a criminal record or sex offender registration information obtained under 24 CFR 5, Subpart J, as the basis of a denial, a copy of the record must precede the notice to deny, with an opportunity for the applicant to dispute the accuracy and relevance of the information before the PHA can move to deny the application. In addition, a copy of the record must be provided to the subject of the record [24 CFR 5.903(f) and 5.905(d)]. The PHA must give the family an opportunity to dispute the accuracy and relevance of that record, in the informal review process in accordance with program requirements [24 CFR 982.553(d)].

PHA Policy

If based on a criminal record or sex offender registration information, an applicant family appears to be ineligible the PHA will notify the family in writing of the proposed denial and provide a copy of the record to the applicant and to the subject of the record. The family will be given 10 business days to dispute the accuracy and relevance of the information. If the family does not contact the PHA to dispute the information within that 10-day period, the PHA will proceed with issuing the notice of denial of admission. A family that does not exercise their right to dispute the accuracy of the information prior to issuance of the official denial letter will still be given the opportunity to do so as part of the informal review process.

Notice requirements related to denying assistance to noncitizens are contained in Section 3-II.B.

Notice policies related to denying admission to applicants who may be victims of domestic violence, dating violence, or stalking are contained in Section 3-III.G.

3-III.G. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, AND STALKING [Pub.L. 109-162]

The Violence Against Women Reauthorization Act of 2005 (VAWA) prohibits denial of admission to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking. Specifically, Section 606(1) of VAWA adds the following provision to Section 8 of the U.S. Housing Act of 1937, which lists contract provisions and requirements for the housing choice voucher program:

• That an applicant or participant is or has been a victim of domestic violence, dating violence, or stalking is not an appropriate reason for denial of program assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission.

Definitions

As used in VAWA:

- The term domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
- The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - The length of the relationship
 - The type of relationship
 - The frequency of interaction between the persons involved in the relationship
- The term *stalking* means:
 - To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or
 - To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
 - In the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.

- The term *immediate family member* means, with respect to a person:
 - A spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent; or
 - Any other person living in the household of that person and related to that person by blood and marriage.

Notification and Victim Documentation

PHA Policy

The PHA acknowledges that a victim of domestic violence, dating violence, or stalking may have an unfavorable history that would warrant denial under the PHA's policies. Therefore, if the PHA makes a determination to deny admission to an applicant family, the PHA will include in its notice of denial a statement of the protection against denial provided by VAWA and will offer the applicant the opportunity to provide documentation affirming that the cause of the unfavorable history is that a member of the applicant family is or has been a victim of domestic violence, dating violence, or stalking.

The documentation must include two elements:

A signed statement by the victim that provides the name of the perpetrator and certifies that the incidents in question are bona fide incidents of actual or threatened domestic violence, dating violence, or stalking, and

One of the following:

A police or court record documenting the actual or threatened abuse, or

A statement signed by an employee, agent, or volunteer of a victim service provider; an attorney; a medical professional; or another knowledgeable professional from whom the victim has sought assistance in addressing the actual or threatened abuse. The professional must attest under penalty of perjury that the incidents in question are bona fide incidents of abuse, and the victim must sign or attest to the statement.

The applicant must submit the required documentation with her or his request for an informal review (see section 16-III.D) or must request an extension in writing at that time. If the applicant so requests, the PHA will grant an extension of 10 business days, and will postpone scheduling the applicant's informal review until after it has received the documentation or the extension period has elapsed. If after reviewing the documentation provided by the applicant the PHA determines the family is eligible for assistance, no informal review will be scheduled and the PHA will proceed with admission of the applicant family.

Perpetrator Removal or Documentation of Rehabilitation

PHA Policy

In cases where an applicant family includes the perpetrator as well as the victim of domestic violence, dating violence, or stalking, the PHA will proceed as above but will require, in addition, either (a) that the perpetrator be removed from the applicant household and not reside in the assisted housing unit or (b) that the family provide documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment.

If the family elects the second option, the documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation. This additional documentation must be submitted within the same time frame as the documentation required above from the victim.

PHA Confidentiality Requirements

All information provided to the PHA regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared database nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.

EXHIBIT 3-1: DETAILED DEFINITIONS RELATED TO DISABILITIES

Person with Disabilities [24 CFR 5.403]

The term *person with disabilities* means a person who has any of the following types of conditions:

• Has a disability, as defined in 42 U.S.C. Section 423(d)(1)(A), which reads:

Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which 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 (within the meaning of "blindness" as defined in section 416(i)(1) of this title), inability 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.

 Has a developmental disability as defined in the Developmental Disabilities Assistance and Bill of Rights Act of 2000 [42 U.S.C.15002(8)], which defines developmental disability in functional terms as follows:

(A) In General

The term "developmental disability" means a severe, chronic disability of an individual that:

- (i) is attributable to a mental or physical impairment or combination of mental and physical impairments;
- (ii) is manifested before the individual attains age 22;
- (iii) is likely to continue indefinitely;
- (iv) results in substantial functional limitations in 3 or more of the following areas of major life activity: (I) Self-care, (II) Receptive and expressive language, (III) Learning, (IV) Mobility, (V) Self-direction, (VI) Capacity for independent living, (VII) Economic self-sufficiency; and
- (v) reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.

(B) Infants and Young Children

An individual from birth to age 9, inclusive, who has a substantial developmental delay or specific congenital or acquired condition, may be considered to have a developmental disability without meeting 3 or more of the criteria described in clauses (i) through (v) of subparagraph (A) if the individual, without services and supports, has a high probability of meeting those criteria later in life.

Has a physical, mental, or emotional impairment that is expected to be of long-continued and
indefinite duration; substantially impedes his or her ability to live independently, and is of
such a nature that the ability to live independently could be improved by more suitable
housing conditions.

People with the acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for AIDS are not excluded from this definition.

A person whose disability is based solely on any drug or alcohol dependence does not qualify as a person with disabilities for the purposes of this program.

For purposes of reasonable accommodation and program accessibility for persons with disabilities, the term person with disabilities refers to an individual with handicaps.

Individual with Handicaps [24 CFR 8.3]

Individual with handicaps means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. The 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:

- (1) Physical or mental impairment includes:
 - (a) 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
 - (b) 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.
- (2) *Major life activities* means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
- (3) Has a record of such an impairment means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
- (4) *Is regarded as having an impairment* means:
 - (a) 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;
 - (b) 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
 - (c) Has none of the impairments defined in paragraph (1) of this section but is treated by a recipient as having such an impairment.

EXHIBIT 3-2: DEFINITION OF INSTITUTION OF HIGHER EDUCATION [20 U.S.C. 1001 and 1002]

Eligibility of Students for Assisted Housing Under Section 8 of the U.S. Housing Act of 1937; Supplementary Guidance; Notice [Federal Register, April 10, 2006]

Institution of Higher Education shall have the meaning given this term in the Higher Education Act of 1965 in 20 U.S.C. 1001 and 1002.

Definition of "Institution of Higher Education" From 20 U.S.C. 1001

- (a) Institution of higher education. For purposes of this chapter, other than subchapter IV and part C of subchapter I of chapter 34 of Title 42, the term "institution of higher education" means an educational institution in any State that
 - (1) Admits as regular students only persons having a certificate of graduation from a school providing secondary education, or the recognized equivalent of such a certificate;
 - (2) Is legally authorized within such State to provide a program of education beyond secondary education;
 - (3) Provides an educational program for which the institution awards a bachelor's degree or provides not less than a 2-year program that is acceptable for full credit toward such a degree;
 - (4) Is a public or other nonprofit institution; and
 - (5) Is accredited by a nationally recognized accrediting agency or association, or if not so accredited, is an institution that has been granted preaccreditation status by such an agency or association that has been recognized by the Secretary for the granting of preaccreditation status, and the Secretary has determined that there is satisfactory assurance that the institution will meet the accreditation standards of such an agency or association within a reasonable time.
- (b) Additional institutions included. For purposes of this chapter, other than subchapter IV and part C of subchapter I of chapter 34 of Title 42, the term 'institution of higher education' also includes—
 - (1) Any school that provides not less than a 1-year program of training to prepare students for gainful employment in a recognized occupation and that meets the provision of paragraphs (1), (2), (4), and (5) of subsection (a) of this section; and
 - (2) A public or nonprofit private educational institution in any State that, in lieu of the requirement in subsection (a)(1) of this section, admits as regular students persons who are beyond the age of compulsory school attendance in the State in which the institution is located.
- (c) List of accrediting agencies. For purposes of this section and section 1002 of this title, the Secretary shall publish a list of nationally recognized accrediting agencies or associations that the Secretary determines, pursuant to subpart 2 of part G of subchapter IV of this chapter, to be reliable authority as to the quality of the education or training offered.

Definition of "Institution of Higher Education" From 20 U.S.C. 1002

- (a) Definition of institution of higher education for purposes of student assistance programs
 - (1) Inclusion of additional institutions. Subject to paragraphs (2) through (4) of this subsection, the term 'institution of higher education' for purposes of subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42 includes, in addition to the institutions covered by the definition in section 1001 of this title—
 - (A) A proprietary institution of higher education (as defined in subsection (b) of this section);
 - (B) A postsecondary vocational institution (as defined in subsection (c) of this section); and
 - (C) Only for the purposes of part B of subchapter IV of this chapter, an institution outside the United States that is comparable to an institution of higher education as defined in section 1001 of this title and that has been approved by the Secretary for the purpose of part B of subchapter IV of this chapter.
 - (2) Institutions outside the United States
 - (A) In general. For the purpose of qualifying as an institution under paragraph (1)(C), the Secretary shall establish criteria by regulation for the approval of institutions outside the United States and for the determination that such institutions are comparable to an institution of higher education as defined in section 1001 of this title (except that a graduate medical school, or a veterinary school, located outside the United States shall not be required to meet the requirements of section 1001 (a)(4) of this title). Such criteria shall include a requirement that a student attending such school outside the United States is ineligible for loans made, insured, or guaranteed under part B of subchapter IV of this chapter unless—
 - (i) In the case of a graduate medical school located outside the United States—
 - (I)(aa) At least 60 percent of those enrolled in, and at least 60 percent of the graduates of, the graduate medical school outside the United States were not persons described in section 1091(a)(5) of this title in the year preceding the year for which a student is seeking a loan under part B of subchapter IV of this chapter; and
 - (bb) At least 60 percent of the individuals who were students or graduates of the graduate medical school outside the United States or Canada (both nationals of the United States and others) taking the examinations administered by the Educational Commission for Foreign Medical Graduates received a passing score in the year preceding the year for which a student is seeking a loan under part B of subchapter IV of this chapter; or
 - (II) The institution has a clinical training program that was approved by a State as of January 1, 1992; or

(ii) In the case of a veterinary school located outside the United States that does not meet the requirements of section 1001(a)(4) of this title, the institution's students complete their clinical training at an approved veterinary school located in the United States.

(B) Advisory panel

- (i) In general. For the purpose of qualifying as an institution under paragraph (1)(C) of this subsection, the Secretary shall establish an advisory panel of medical experts that shall—
 - (I) Evaluate the standards of accreditation applied to applicant foreign medical schools: and
 - (II) Determine the comparability of those standards to standards for accreditation applied to United States medical schools.
- (ii) Special rule if the accreditation standards described in clause (i) are determined not to be comparable, the foreign medical school shall be required to meet the requirements of section 1001 of this title.
- (C) Failure to release information. The failure of an institution outside the United States to provide, release, or authorize release to the Secretary of such information as may be required by subparagraph (A) shall render such institution ineligible for the purpose of part B of subchapter IV of this chapter.
- (D) Special rule. If, pursuant to this paragraph, an institution loses eligibility to participate in the programs under subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42, then a student enrolled at such institution may, notwithstanding such loss of eligibility, continue to be eligible to receive a loan under part B while attending such institution for the academic year succeeding the academic year in which such loss of eligibility occurred.
- (3) Limitations based on course of study or enrollment. An institution shall not be considered to meet the definition of an institution of higher education in paragraph (1) if such institution—
 - (A) Offers more than 50 percent of such institution's courses by correspondence, unless the institution is an institution that meets the definition in section 2471 (4)(C) of this title:
 - (B) Enrolls 50 percent or more of the institution's students in correspondence courses, unless the institution is an institution that meets the definition in such section, except that the Secretary, at the request of such institution, may waive the applicability of this subparagraph to such institution for good cause, as determined by the Secretary in the case of an institution of higher education that provides a 2-or 4-year program of instruction (or both) for which the institution awards an associate or baccalaureate degree, respectively;

- (C) Has a student enrollment in which more than 25 percent of the students are incarcerated, except that the Secretary may waive the limitation contained in this subparagraph for a nonprofit institution that provides a 2-or 4-year program of instruction (or both) for which the institution awards a bachelor's degree, or an associate's degree or a postsecondary diploma, respectively; or
- (D) Has a student enrollment in which more than 50 percent of the students do not have a secondary school diploma or its recognized equivalent, and does not provide a 2-or 4-year program of instruction (or both) for which the institution awards a bachelor's degree or an associate's degree, respectively, except that the Secretary may waive the limitation contained in this subparagraph if a nonprofit institution demonstrates to the satisfaction of the Secretary that the institution exceeds such limitation because the institution serves, through contracts with Federal, State, or local government agencies, significant numbers of students who do not have a secondary school diploma or its recognized equivalent.
- (4) Limitations based on management. An institution shall not be considered to meet the definition of an institution of higher education in paragraph (1) if—
 - (A) The institution, or an affiliate of the institution that has the power, by contract or ownership interest, to direct or cause the direction of the management or policies of the institution, has filed for bankruptcy, except that this paragraph shall not apply to a nonprofit institution, the primary function of which is to provide health care educational services (or an affiliate of such an institution that has the power, by contract or ownership interest, to direct or cause the direction of the institution's management or policies) that files for bankruptcy under chapter 11 of title 11 between July 1, 1998, and December 1, 1998; or
 - (B) The institution, the institution's owner, or the institution's chief executive officer has been convicted of, or has pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of funds under subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42, or has been judicially determined to have committed fraud involving funds under subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42.
- (5) Certification. The Secretary shall certify an institution's qualification as an institution of higher education in accordance with the requirements of subpart 3 of part G of subchapter IV of this chapter.
- (6) Loss of eligibility. An institution of higher education shall not be considered to meet the definition of an institution of higher education in paragraph (1) if such institution is removed from eligibility for funds under subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42 as a result of an action pursuant to part G of subchapter IV of this chapter.

- (b) Proprietary institution of higher education
 - (1) Principal criteria. For the purpose of this section, the term "proprietary institution of higher education" means a school that—
 - (A) Provides an eligible program of training to prepare students for gainful employment in a recognized occupation;
 - (B) Meets the requirements of paragraphs (1) and (2) of section 1001 (a) of this title;
 - (C) Does not meet the requirement of paragraph (4) of section 1001 (a) of this title;
 - (D) Is accredited by a nationally recognized accrediting agency or association recognized by the Secretary pursuant to part G of subchapter IV of this chapter;
 - (E) Has been in existence for at least 2 years; and
 - (F) Has at least 10 percent of the school's revenues from sources that are not derived from funds provided under subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42, as determined in accordance with regulations prescribed by the Secretary.
 - (2) Additional institutions. The term "proprietary institution of higher education" also includes a proprietary educational institution in any State that, in lieu of the requirement in paragraph (1) of section 1001 (a) of this title, admits as regular students persons who are beyond the age of compulsory school attendance in the State in which the institution is located.
- (c) Postsecondary vocational institution.
 - (1) Principal criteria. For the purpose of this section, the term "postsecondary vocational institution" means a school that—
 - (A) Provides an eligible program of training to prepare students for gainful employment in a recognized occupation;
 - (B) Meets the requirements of paragraphs (1), (2), (4), and (5) of section 1001 (a) of this title; and
 - (C) Has been in existence for at least 2 years.
 - (2) Additional institutions. The term "postsecondary vocational institution" also includes an educational institution in any State that, in lieu of the requirement in paragraph (1) of section 1001 (a) of this title, admits as regular students persons who are beyond the age of compulsory school attendance in the State in which the institution is located.

Chapter 4

APPLICATIONS, WAITING LIST AND TENANT SELECTION

INTRODUCTION

When a family wishes to receive Section 8 HCV assistance, the family must submit an application that provides the PHA with the information needed to determine the family's eligibility. HUD requires the PHA to place all families that apply for assistance on a waiting list. When HCV assistance becomes available, the PHA must select families from the waiting list in accordance with HUD requirements and PHA policies as stated in the administrative plan and the annual plan.

The PHA is required to adopt a clear approach to accepting applications, placing families on the waiting list, selecting families from the waiting list and must follow this approach consistently. The actual order in which families are selected from the waiting list can be affected if a family has certain characteristics designated by HUD or the PHA to receive preferential treatment. Funding earmarked exclusively for families with particular characteristics may also alter the order in which families are served.

HUD regulations require that all families have an equal opportunity to apply for and receive housing assistance, and that the PHA affirmatively further fair housing goals in the administration of the program [24 CFR 982.53, HCV GB p. 4-1]. Adherence to the selection policies described in this chapter ensures that the PHA will be in compliance with all relevant fair housing requirements, as described in Chapter 2.

This chapter describes HUD and PHA policies for taking applications, managing the waiting list and selecting families for HCV assistance. The policies outlined in this chapter are organized into three sections, as follows:

<u>Part I: The Application Process</u>. This part provides an overview of the application process, and discusses how applicants can obtain and submit applications. It also specifies how the PHA will handle the applications it receives.

<u>Part II: Managing the Waiting List</u>. This part presents the policies that govern how the PHA's waiting list is structured, when it is opened and closed, and how the public is notified of the opportunity to apply for assistance. It also discusses the process the PHA will use to keep the waiting list current.

<u>Part III: Selection for HCV Assistance</u>. This part describes the policies that guide the PHA in selecting families for HCV assistance as such assistance becomes available. It also specifies how in-person interviews will be used to ensure that the PHA has the information needed to make a final eligibility determination.

PART I: THE APPLICATION PROCESS

4-I.A. OVERVIEW

This part describes the policies that guide the PHA's efforts to distribute and accept applications, and to make preliminary determinations of applicant family eligibility that affect placement of the family on the waiting list. This part also describes the PHA's obligation to ensure the accessibility of the application process to elderly persons, people with disabilities, and people with limited English proficiency (LEP).

The policy of the PHA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. The primary purpose of the intake function is to gather information about the family, but the PHA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Plan.

The purpose of application taking is to permit the PHA to gather information and determine placement on the waiting list. The application will contain questions designed to obtain pertinent program information.

Families who wish to apply for any one of the PHA's programs must **complete** a **written pre-application form.** Applications will be made available in an accessible format upon request from a person with a disability.

When the waiting list is open, any family asking to be placed on the waiting list for Section 8 rental assistance will be given the opportunity to complete an application.

The application process will involve two phases. The first is the "initial" application for assistance (referred to as a pre-application). This first phase results in the family's placement on the waiting list.

The second phase is the "final determination of eligibility" (referred to as the full application). The full application takes place when the family reaches the top of the waiting list. At this time the PHA ensures that verification of all HUD and PHA eligibility factors is current in order to determine the family's eligibility for the issuance of a voucher.

4-I.B. APPLYING FOR ASSISTANCE [HCV GB, pp. 4-11 – 4-16]

Any family that wishes to receive HCV assistance must apply for admission to the program. HUD permits the PHA to determine the format and content of HCV applications, as well how such applications will be made available to interested families and how the PHA will accept applications.

PHA Policy

All persons who wish to apply for any of the PHA's programs must submit a preapplication via written format, as indicated in our public notice. Pre-applications will be made available in an accessible format upon request from a person with a disability.

To provide specific accommodation to persons with disabilities, upon request, the information may be mailed to the applicant and, if requested, it will be mailed in an accessible format.

The full application is completed at the eligibility appointment in the applicant's own handwriting, unless assistance is needed, or a request for accommodation is requested by a person with a disability. Applicants will then be interviewed by PHA staff to review the information on the full application form. Verification of disability as it relates to 504, Fair Housing, or ADA reasonable accommodation will be requested at this time. The full application will also include questions asking all applicants whether reasonable accommodations are necessary.

When the Waiting List is open, families may obtain application forms at locations designated in the PHA's Public Notice.

Completed pre-applications must be returned to the PHA by mail or as specified in the PHA's public notice. Applications must be complete to be accepted by the PHA for processing. If an application is incomplete, the PHA will notify the family of the additional information required.

4-I.C. ACCESSIBILITY OF THE APPLICATION PROCESS

Elderly and Disabled Populations [24 CFR 8 and HCV GB, pp. 4-11 – 4-13]

The PHA must take a variety of steps to ensure that the application process is accessible to those people who might have difficulty complying with the normal, standard PHA application process. This could include people with disabilities, certain elderly individuals, as well as persons with limited English proficiency (LEP). The PHA must provide reasonable accommodation to the needs of individuals with disabilities. The application-taking facility and the application process must be fully accessible, or the PHA must provide an alternate approach that provides full access to the application process. Chapter 2 provides a full discussion of the PHA's policies related to providing reasonable accommodations for people with disabilities.

Limited English Proficiency

PHAs are required to take reasonable steps to ensure meaningful access to their programs and activities by persons with limited English proficiency [24 CFR 1]. Chapter 2 provides a full discussion on the PHA's policies related to ensuring access to people with limited English proficiency (LEP).

4-I.D. PLACEMENT ON THE WAITING LIST

The PHA must accept pre-applications from families for whom the list is open unless there is good cause for not accepting the application (such as denial of assistance) for the grounds stated in the regulations [24 CFR 982.206(b)(2)]. No applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list [24 CFR 982.202(c)].

Eligible for Placement on the Waiting List

PHA Policy

Placement on the waiting list does not indicate that the family is, in fact, eligible for assistance. A determination of eligibility will be made when the family is selected from the waiting list.

Applicants will be placed on the waiting list according to a) number of local preferences and b) the date the complete application is received by the PHA.

PART II: MANAGING THE WAITING LIST

4-II.A. OVERVIEW

The PHA must have policies regarding various aspects of organizing and managing the waiting list of applicant families. This includes opening the list to new applicants, closing the list to new applicants, notifying the public of waiting list openings and closings, updating waiting list information, purging the list of families that are no longer interested in or eligible for assistance, as well as conducting outreach to ensure a sufficient number of applicants.

In addition, HUD imposes requirements on how a PHA may structure its waiting list and how families must be treated if they apply for assistance from a PHA that administers more than one assisted housing program.

4-II.B. ORGANIZATION OF THE WAITING LIST [24 CFR 982.204 (b) and 205]

The PHA's HCV waiting list must be organized in such a manner to allow the PHA to accurately identify and select families for assistance in the proper order, according to the admissions policies described in this plan.

The waiting list must contain the following information for each applicant listed:

- Applicant name;
- Family unit size;
- Date of application;
- Qualification for any local preference(s);
- Racial or ethnic designation of the head of household.

HUD requires the PHA to maintain a single waiting list for the HCV program unless it serves more than one county or municipality. Such PHAs are permitted, but not required, to maintain a separate waiting list for each county or municipality served.

PHA Policy

The PHA will maintain a single waiting list for the HCV program.

HUD directs that a family that applies for assistance from the HCV program must be offered the opportunity to be placed on the waiting list for any public housing, project-based voucher or moderate rehabilitation program the PHA operates if 1) the other programs' waiting lists are open, and 2) the family is qualified for the other programs.

HUD permits, but does not require, that PHAs maintain a single merged waiting list for their public housing, Section 8, and other subsidized housing programs.

A family's decision to apply for, receive, or refuse other housing assistance must not affect the family's placement on the HCV waiting list, or any preferences for which the family may qualify.

PHA Policy

The PHA will not merge the HCV waiting list with the waiting list for any other program the PHA operates.

4-II.C. OPENING AND CLOSING THE WAITING LIST [24 CFR 982.206]

Closing the Waiting List

A PHA is permitted to close the waiting list if it has an adequate pool of families to use its available HCV assistance. Alternatively, the PHA may elect to continue to accept applications only from certain categories of families that meet particular preferences or funding criteria.

PHA Policy

The PHA will close the waiting list when the estimated waiting period for housing assistance for applicants on the list reaches 24 months for the most current applicants. Where the PHA has particular preferences or funding criteria that require a specific category of family, the PHA may elect to continue to accept applications from these applicants while closing the waiting list to others.

If the waiting list is closed, the PHA will still accept pre-applications for the local preferences.

Reopening the Waiting List

If the waiting list has been closed, it cannot be reopened until the PHA publishes a notice in local newspapers of general circulation, minority media, and other suitable media outlets. The notice must comply with HUD fair housing requirements and must specify who may apply, and where and when applications will be received.

PHA Policy

When the PHA opens the waiting list, the PHA will advertise through public notice by publishing the relevant information in suitable media outlets including, but not limited to local newspapers, minority publications and other media entities.

If the list is only being reopened for certain categories of families, this information will be contained in the notice.

4-II.D. FAMILY OUTREACH [HCV GB, pp. 4-2 to 4-4]

The PHA must conduct outreach as necessary to ensure that the PHA has a sufficient number of applicants on the waiting list to use the HCV resources it has been allotted.

Because HUD requires the PHA to serve a specified percentage of extremely low income families (see Chapter 4, Part III), the PHA may need to conduct special outreach to ensure that an adequate number of such families apply for assistance [HCV GB, p. 4-20 to 4-21].

PHA outreach efforts must comply with fair housing requirements. This includes:

- Analyzing the housing market area and the populations currently being served to identify underserved populations
- Ensuring that outreach efforts are targeted to media outlets that reach eligible populations that are underrepresented in the program
- Avoiding outreach efforts that prefer or exclude people who are members of a protected class

PHA outreach efforts must be designed to inform qualified families about the availability of assistance under the program. These efforts may include, as needed, any of the following activities:

- Submitting press releases to local newspapers, including minority newspapers
- Developing informational materials and flyers to distribute to other agencies
- Providing application forms to other public and private agencies that serve the low income population
- Developing partnerships with other organizations that serve similar populations, including agencies that provide services for persons with disabilities

PHA Policy

The PHA will monitor the characteristics of the population being served and the characteristics of the population as a whole in the PHA's jurisdiction. Targeted outreach efforts will be undertaken if a comparison suggests that certain populations are being underserved.

4-II.E. REPORTING CHANGES IN FAMILY CIRCUMSTANCES

PHA Policy

While the family is on the waiting list, the family must immediately inform the PHA of changes in contact information, including current residence, mailing address, and phone number. The changes must be submitted in writing.

4-II.F. UPDATING THE WAITING LIST [24 CFR 982.204 (c)]

HUD requires the PHA to establish policies to use when removing applicant names from the waiting list.

Purging the Waiting List

The decision to withdraw an applicant family that includes a person with disabilities from the waiting list is subject to reasonable accommodation. If the applicant did not respond to a PHA request for information or updates because of the family member's disability, the PHA must reinstate the applicant family to their former position on the waiting list [24 CFR 982.204(c)(2)].

PHA Policy

The waiting list may be updated annually to ensure that all applicants and applicant information is current and timely.

To update the waiting list, the PHA will send an update request via first class mail to each family on the waiting list to determine whether the family continues to be interested in, and to qualify for, the program. This update request will be sent to the last address that the PHA has on record for the family. The update request will provide a deadline by which the family must respond and will state that failure to respond will result in the applicant's name being removed from the waiting list.

The family's response must be in writing and may be delivered in person, by mail, or by fax. Responses should be postmarked or received by the PHA not later than 10 business days from the date of the PHA letter.

If the family fails to respond within 10 business days, the family will be removed from the waiting list without further notice.

If the notice is returned by the post office with no forwarding address, the applicant will be removed from the waiting list without further notice.

If the notice is returned by the post office with a forwarding address, the notice will be resent to the address indicated. The family will have 10 business days to respond from the date the letter was re-sent.

If a family is removed from the waiting list for failure to respond, the Director may reinstate the family if s/he determines the lack of response was due to PHA error, or to circumstances beyond the family's control.

Removal from the Waiting List

PHA Policy

If at any time an applicant family is on the waiting list, the PHA determines that the family is not eligible for assistance (see Chapter 3), the family will be removed from the waiting list.

If a family is removed from the waiting list because the PHA has determined the family is not eligible for assistance, a notice will be sent to the family's address of record as well as to any alternate address provided on the initial application. The notice will state the reasons the family was removed from the waiting and will inform the family how to request an informal review of the PHA's decision (see Chapter 16) [24 CFR 982.201(f)].

PART III: SELECTION FOR HCV ASSISTANCE

4-III.A. OVERVIEW

As vouchers become available, families on the waiting list must be selected for assistance in accordance with the policies described in this part.

The order in which families receive assistance from the waiting list depends on the selection method chosen by the PHA and is impacted in part by any selection preferences that the family qualifies for. The source of HCV funding also may affect the order in which families are selected from the waiting list.

The PHA must maintain a clear record of all information required to verify that the family is selected from the waiting list according to the PHA's selection policies [24 CFR 982.204(b) and 982.207(e)].

4-III.B. SELECTION AND HCV FUNDING SOURCES

Special Admissions [24 CFR 982.203]

HUD may award funding for specifically-named families living in specified types of units through special admissions. In these cases, the PHA may admit families that are not on the waiting list, or without considering the family's position on the waiting list. The PHA must maintain records showing that such families were admitted with special program funding.

The following are examples of types of program funding that may be designated by HUD for families living in a specified unit:

- A family displaced because of demolition or disposition of a public or Indian housing project;
- A family residing in a multifamily rental housing project when HUD sells, forecloses, or demolishes the project;
- For housing covered by the Low Income Housing Preservation and Resident Homeownership Act of 1990;
- A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term
- Program participants already residing in units assisted through PHA sponsored housing programs, including but not limited to the Low Rent Public Housing Program, Moderate Rehabilitation Program, Housing Choice Voucher Homeownership Program, 5H Homeownership Program, and the Section 32 Homeownership Program; and
- A non-purchasing family residing in a HOPE 1 or HOPE 2 project.

Applicants who are admitted under Special Admissions rather than from the Waiting List are identified by codes in the automated system and are not maintained on separate lists.

Targeted Funding [24 CFR 982.204(e)]

HUD may award a PHA funding for a specified category of families on the waiting list. The PHA must use this funding only to assist the families within the specified category. Within this category of families, the order in which such families are assisted is determined according to the policies provided in Section 4-III.C.

PHA Policy

The PHA administers the following types of targeted funding:

Shelter Plus Care Moderate Rehabilitation (Mod Rehab) Single Room Occupancy Mainstream for Persons with Disabilities

Regular HCV Funding

Regular HCV funding may be used to assist any eligible family on the waiting list. Families are selected from the waiting list according to the policies provided in Section 4-III.C.

4-III.C. SELECTION METHOD

PHAs must describe the method for selecting applicant families from the waiting list, including the system of admission preferences that the PHA will use [982.202(d)].

The PHA has established the following admission preference system:

Local preferences

Local Preferences [24 CFR 982.207; HCV p. 4-16]

PHAs are permitted to establish local preferences, and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits the PHA to establish other local preferences, at its discretion. Any local preferences established must be consistent with the PHA plan and the consolidated plan, and must be based on local housing needs and priorities that can be documented by generally accepted data sources.

PHA Policy

The PHA will use the following local preference system:

Disability Preference: This preference is extended to disabled persons or families with a disabled member as defined in this plan. Proof of disability will be required at time of selection and it must verify disability existed as of the date of pre-application.

Homeless Preference: This preference shall be given to those families determined to be homeless and referred by the COSA. No more than one hundred vouchers will be allocated for this preference.

Involuntary Displacement Preference: This preference shall be given to those families that are involuntarily displaced by a natural disaster (fire, flood, hurricane, earthquake, etc.), as verified by local, state, or federal authorities within the last 6 months.

It will also be given to those families that are involuntarily displaced by PHA action (emergency relocation, demolition, sale of property, extensive rehabilitation, etc.);

A family residing in a PHA owned, operated housing development and SAHA/HUD sells, forecloses or demolishes, the project (to include major renovations/modernization, or property acquisition or other action of the PHA);

Families of PHA sponsored housing programs, (Moderate Rehabilitation Program, Shelter Plus Care, Housing Choice Voucher Program, Homeownership Program, 5H Homeownership Program, and the Section 32 Homeownership Program) to meet specific housing needs (i.e. bedroom size, reasonable accommodation, or to satisfy legal judgments).

Housing Choice Voucher Preference for the 5h Program/Mirasol Participants: This preference shall be given to:

- 1) 5h Homeownership Program participants of record on August 3, 2007;
- 2) And Mirasol target site centers of record on August 3, 2007.

The PHA may limit the number of applicants that may qualify for any local preference.

If the waiting list is closed, the PHA will still accept pre-applications for the local preferences. Proof of preference(s) will be required at the time of application in order to be placed on the waiting list.

Income Targeting Requirement [24 CFR 982.201(b)(2)]

HUD requires that extremely low-income (ELI) families make up at least 75% of the families admitted to the HCV program during the PHA's fiscal year. ELI families are those with annual incomes at or below 30% of the area median income. To ensure this requirement is met, a PHA may skip non-ELI families on the waiting list in order to select an ELI family.

Low income families admitted to the program that are "continuously assisted" under the 1937 Housing Act [24 CFR 982.4(b)], as well as low-income or moderate-income families admitted to the program that are displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing, are not counted for income targeting purposes [24 CFR 982.201(b)(2)(v)].

PHA Policy

The PHA will monitor progress in meeting the ELI requirement throughout the fiscal year. Extremely low-income families will be selected ahead of other eligible families on an as-needed basis to ensure the income targeting requirement is met.

Order of Selection

The PHA's method for selecting applicants from a preference category leaves a clear audit trail that can be used to verify that each applicant has been selected in accordance with the method specified in the administrative plan.

PHA Policy

Families will be placed on the waiting list in the following order by date of application.

- 1. Applicants with a Local preference only;
 - a. Disability Preference 1 point
 - b. Homeless Preference 5 points
 - c. Involuntarily Displaced 3 points
 - d. Section 5H 12 points
- 2. Non-preference applicants

The more preference points an applicant has, the higher the applicant's place on the waiting list.

<u>Applicants with Equal Preference Status and/or Same Date of Application</u>
Among applicants with equal preference status and/or same date of application, the waiting list will be organized by **date/lottery**.

4-III.D. NOTIFICATION OF SELECTION

When a family has been selected from the waiting list, the PHA must notify the family.

PHA Policy

The PHA will notify the family by first class mail when it is selected from the waiting list. The notice will inform the family of the following:

Notification to contact the PHA for an appointment to determine eligibility, including any procedures for rescheduling the appointment

Who is required to attend the interview

Documents that must be provided at the interview to document the legal identity of household members, including information about what constitutes acceptable documentation

Other documents and information that should be brought to the interview

If a notification letter is returned to the PHA with no forwarding address, the family will be removed from the waiting list.

4-III.E. THE APPLICATION INTERVIEW

HUD recommends that the PHA obtain the information and documentation needed to make an eligibility determination though a private interview [HCV GB, pg. 4-16]. Being invited to attend an interview does not constitute admission to the program.

Reasonable accommodation will be made for persons with disabilities who are unable to attend an interview due to their disability.

PHA Policy

Families selected from the waiting list are required to participate in an eligibility interview.

All adult (age 18 and over) household members are required to attend the interview together.

The interview will be conducted only if all adult family members provide appropriate documentation of legal identity. (Chapter 7 provides a discussion of proper documentation of legal identity). If the family representative does not provide the required documentation, the appointment may be rescheduled when the proper documents have been obtained.

The family must provide the information necessary to establish the family's eligibility and determine the appropriate level of assistance, as well as completing required forms, providing required signatures, and submitting required documentation. If any materials are missing, the PHA will provide the family with a written list of items that must be submitted.

Any required documents or information that the family is unable to provide at the interview must be provided within 10 business days of the interview (Chapter 7 provides details about longer submission deadlines for particular items, including documentation of Social Security numbers and eligible noncitizen status). If the family is unable to obtain the information or materials within the required time frame, the family may request an extension. If the required documents and information are not provided within the required time frame (plus any extensions), the family will be sent a notice of denial (See Chapter 3).

An advocate, interpreter, or other assistant may assist the family with the application and the interview process.

Interviews will be conducted in English. For limited English proficient (LEP) applicants, the PHA will provide translation services in accordance with the PHA's LEP plan.

If the family is unable to attend a scheduled interview, the family should contact the PHA in advance of the interview to schedule a new appointment. If a family does not attend a scheduled interview, the family has 10 business days to contact the PHA to schedule a second appointment. Applicants who fail to attend two scheduled interviews will be denied assistance based on the family's failure to supply information needed to determine eligibility. A notice of denial will be issued in accordance with policies contained in Chapter 3.

4-III.F. COMPLETING THE APPLICATION PROCESS

The PHA must verify all information provided by the family (see Chapter 7). Based on verified information, the PHA must make a final determination of eligibility (see Chapter 3) and must confirm that the family qualified for any special admission, targeted admission, or selection preference that affected the order in which the family was selected from the waiting list.

PHA Policy

If the PHA determines that the family is ineligible, the PHA will send written notification of the ineligibility determination within 10 business days of the determination. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal review (Chapter 16).

If a family fails to qualify for any criteria that affected the order in which it was selected from the waiting list (e.g. targeted funding, local preferences, extremely low-income), the family will be returned to the waiting list, taking into account any change in the family's preference status. The PHA will notify the family in writing that it has been returned to the waiting list, and will specify the reasons for it.

Chapter 5

BRIEFINGS AND VOUCHER ISSUANCE

INTRODUCTION

This chapter explains the briefing and voucher issuance process. When a family is determined to be eligible for the Housing Choice Voucher (HCV) program, the PHA must ensure that the family fully understands the way the program operates and the family's obligations under the program. This is accomplished through both an oral briefing and provision of a briefing packet containing written documentation of information the family needs to know. Once the family is fully informed of the program's requirements, the PHA issues the family a voucher. The voucher includes the unit size the family qualifies for based on the PHA's subsidy standards, as well as the dates of issuance and expiration of the voucher. The voucher is the document that permits the family to begin its search for a unit, and limits the amount of time the family has to successfully locate an acceptable unit.

This chapter describes HUD regulations and PHA policies related to these topics in two parts:

<u>Part I: Briefings and Family Obligations</u>. This part details the program's requirements for briefing families orally, and for providing written materials describing the program and its requirements. It includes a particular focus on the family's obligations under the program.

<u>Part II: Subsidy Standards and Voucher Issuance</u>. This part discusses the PHA's standards for determining how many bedrooms a family of a given composition qualifies for, which in turn affects the amount of subsidy the family can receive. It also discusses the policies that dictate how vouchers are issued, and how long families have to locate a unit.

PART I: BRIEFINGS AND FAMILY OBLIGATIONS

5-I.A. OVERVIEW

HUD regulations require the PHA to conduct mandatory briefings for applicant families. The briefing provides a broad description of owner and family responsibilities, explains the PHA's procedures, and includes instructions on how to lease a unit. This part describes how oral briefings will be conducted, specifies what written information will be provided to families, and lists the family's obligations under the program.

5-I.B. BRIEFING [24 CFR 982.301]

The PHA must give the family an oral briefing and provide the family with a briefing packet containing written information about the program. Families may be briefed individually or in groups. At the briefing, the PHA must ensure effective communication in accordance with Section 504 requirements (Section 504 of the Rehabilitation Act of 1973), and ensure that the briefing site is accessible to individuals with disabilities. For a more thorough discussion of accessibility requirements, refer to Chapter 2.

PHA Policy

Briefings will be conducted in individual or group meetings.

Generally, the head of household is required to attend the briefing. If the head of household is unable to attend, the PHA may approve another adult family member to attend the briefing.

Families that attend group briefings and still need individual assistance will be referred to an appropriate PHA staff person.

Briefings will be conducted in English. For limited English proficient (LEP) applicants, the PHA will provide translation services in accordance with the PHA's LEP plan (See Chapter 2).

Notification and Attendance

PHA Policy¹

Families will be notified of their eligibility for assistance at the time they are invited to attend a briefing. The notice will identify who is required to attend the briefing, as well as the date and time of the scheduled briefing.

If the notice is returned by the post office with no forwarding address, the applicant will be denied and their name will not be placed back on the waiting list. If the notice is returned by the post office with a forwarding address, the notice will be re-sent to the address indicated.

Applicants who fail to attend a scheduled briefing will automatically be scheduled for another briefing. The PHA will notify the family of the date and time of the second scheduled briefing. Applicants who fail to attend two scheduled briefings, without PHA approval, will be denied assistance (see Chapter 3).

¹ Revised/Approved 12/06/07

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Oral Briefing [24 CFR 982.301(a)]

Each briefing must provide information on the following subjects:

- How the Housing Choice Voucher program works;
- Family and owner responsibilities;
- Where the family can lease a unit, including renting a unit inside or outside the PHA's jurisdiction;

For families eligible under portability, an explanation of portability. The PHA cannot discourage eligible families from moving under portability.

• For families living in high-poverty census tracts, an explanation of the advantages of moving to areas outside of high-poverty concentrations;

PHA Policy

When PHA-owned units are available for lease, the PHA will inform the family during the oral briefing that the family has the right to select any eligible unit available for lease, and is not obligated to choose a PHA-owned unit.

Briefing Packet [24 CFR 982.301(b)]

Documents and information provided in the briefing packet must include the following:

- The term of the voucher, and the PHA's policies on any extensions or suspensions of the term. If the PHA allows extensions, the packet must explain how the family can request an extension.
- A description of the method used to calculate the housing assistance payment for a family, including how the PHA determines the payment standard for a family, how the PHA determines total tenant payment for a family, and information on the payment standard and utility allowance schedule.
- An explanation of how the PHA determines the maximum allowable rent for an assisted unit.
- Where the family may lease a unit. For a family that qualifies to lease a unit outside the PHA
 jurisdiction under portability procedures, the information must include an explanation of how
 portability works.
- The HUD-required tenancy addendum, which must be included in the lease.
- The form the family must use to request approval of tenancy, and a description of the procedure for requesting approval for a tenancy.
- A statement of the PHA policy on providing information about families to prospective owners.
- The PHA subsidy standards including when and how exceptions are made.
- The HUD brochure on how to select a unit.
- The HUD pamphlet on lead-based paint entitled Protect Your Family from Lead in Your Home.
- Information on federal, state and local equal opportunity laws and a copy of the housing discrimination complaint form.
- A list of landlords or other parties willing to lease to assisted families or help families find units, especially outside areas of poverty or minority concentration.
- Notice that if the family includes a person with disabilities, the family may request a list of available accessible units known to the PHA.
- The family obligations under the program.
- The grounds on which the PHA may terminate assistance for a participant family because of family action or failure to act.
- PHA informal hearing procedures including when the PHA is required to offer a participant family the opportunity for an informal hearing, and how to request the hearing.

If the PHA is located in a metropolitan FMR area, the following additional information must be included in the briefing packet in order to receive full points under SEMAP Indicator 7, Expanding Housing Opportunities [24 CFR 985.3(g)].

- Maps showing areas with housing opportunities outside areas of poverty or minority concentration, both within its jurisdiction and its neighboring jurisdiction.
- Information about the characteristics of these areas including job opportunities, schools, transportation and other services.
- An explanation of how portability works, including a list of portability contact persons for neighboring PHAs including names, addresses, and telephone numbers.

Additional Items to be Included in the Briefing Packet

In addition to items required by the regulations, PHAs may wish to include supplemental materials to help explain the program to both participants and owners [HCV GB p. 8-7].

PHA Policy

The PHA will provide the following additional materials in the briefing packet:

Information on how to fill out and file a housing discrimination complaint form.

The publication *Things You Should Know (HUD-1140-OIG)* that explains the types of actions a family must avoid and the penalties for program abuse.

5-I.C. FAMILY OBLIGATIONS

Obligations of the family are described in the housing choice voucher (HCV) regulations and on the voucher itself. These obligations include responsibilities the family is required to fulfill, as well as prohibited actions. The PHA must inform families of these obligations during the oral briefing, and the same information must be included in the briefing packet. When the family's unit is approved and the HAP contract is executed, the family must meet those obligations in order to continue participating in the program. Violation of any family obligation may result in termination of assistance, as described in Chapter 12.

Time Frames for Reporting Changes Required By Family Obligations

PHA Policy

Unless otherwise noted below, when family obligations require the family to respond to a request or notify the PHA of a change, notifying the PHA of the request or change within 10 business days is considered prompt notice.

When a family is required to provide notice to the PHA, the notice must be in writing.

Family Obligations [24 CFR 982.551]

Following is a listing of a participant family's obligations under the HCV program (NOTE: Family Obligations are subject to change in accordance with changes in **24 CFR 982.551** or in PHA policy):

- The family must supply any information that the PHA or HUD determines to be necessary, including submission of required evidence of citizenship or eligible immigration status.
- The family must supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
- The family must disclose and verify social security numbers and sign and submit consent forms for obtaining information.
- Any information supplied by the family must be true and complete.
- The family is responsible for any Housing Quality Standards (HQS) breach by the family
 caused by failure to pay tenant-provided utilities or appliances, or damages to the dwelling
 unit or premises beyond normal wear and tear caused by any member of the household or
 guest.
- The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice, as described in Chapter 8 of this plan.

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

PHA Policy

The PHA will determine if a family has committed serious or repeated violations of the lease based on available evidence, including but not limited to, a court-ordered eviction, or an owner's notice to evict.

Serious and repeated lease violations will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises and criminal activity.

PHA Policy

The family must comply with lease requirements regarding written notice to the owner. The family must provide written notice to the PHA at the same time the owner is notified. The family must notify the PHA and the owner before moving out of the unit or terminating the lease.

- The family must promptly give the PHA a copy of any owner eviction notice.
- The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
- The PHA must approve the composition of the assisted family residing in the unit. The
 family must promptly notify the PHA in writing of the birth, adoption, or court-awarded
 custody of a child. The family must request PHA approval to add any other family member
 as an occupant of the unit.

PHA Policy

The request to add a family member must be submitted in writing and approved prior to the person moving into the unit. The PHA will determine eligibility of the new member in accordance with the policies in Chapter 3.

- The family must notify the PHA in writing within 10 business days if any family member no longer lives in the unit.
- If the PHA has given approval, a foster child or a live-in aide may reside in the unit. The PHA has the discretion to adopt reasonable policies concerning residency by a foster child or a live-in aide, and to define when PHA consent may be given or denied. For policies related to the request and approval/disapproval of foster children, foster adults, and live-in aides, see Chapter 3 (Sections I.K and I.M), and Chapter 11 (Section II.B).
- The family must not sublease the unit, assign the lease, or transfer the unit.

PHA Policy

Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.

• The family must supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.

• The family must notify the PHA within 10 business days when the family is absent from the unit.

PHA Policy

Notice is required under this provision only when all family members will be absent from the unit for an extended period. An extended period is defined as any period greater than 45 calendar days. Written notice must be provided to the PHA at the start of the extended absence.

- The family must pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease [Form HUD-52646, Voucher]. Utilities must be in the name of the head or co-head of household for the entire period the family receives housing assistance.
- The family must not own or have any interest in the unit, (other than in a cooperative and owners of a manufactured home leasing a manufactured home space).
- Family members must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program. (See Chapter 14, Program Integrity for additional information).
- Family members must not engage in drug-related criminal activity or violent criminal activity
 or other criminal activity that threatens the health, safety or right to peaceful enjoyment of
 other residents and persons residing in the immediate vicinity of the premises. See Chapter
 12 for HUD and PHA policies related to drug-related and violent criminal activity.
- Members of the household must not engage in abuse of alcohol in a way that threatens the
 health, safety or right to peaceful enjoyment of the other residents and persons residing in the
 immediate vicinity of the premises. See Chapter 12 for a discussion of HUD and PHA
 policies related to alcohol abuse.
- An assisted family or member of the family must not receive HCV program assistance while
 receiving another housing subsidy, for the same unit or a different unit under any other
 federal, state or local housing assistance program.
- A family must not receive HCV program assistance while residing in a unit owned by a
 parent, child, grandparent, grandchild, sister or brother of any member of the family, unless
 the PHA has determined (and has notified the owner and the family of such determination)
 that approving rental of the unit, notwithstanding such relationship, would provide
 reasonable accommodation for a family member who is a person with disabilities. [Form
 HUD-52646, Voucher]

PART II: SUBSIDY STANDARDS AND VOUCHER ISSUANCE

5-II.A. OVERVIEW

The PHA must establish subsidy standards that determine the number of bedrooms needed for families of different sizes and compositions. This part presents the policies that will be used to determine the family unit size (also known as the voucher size) a particular family should receive, and the policies that govern making exceptions to those standards. The PHA also must establish policies related to the issuance of the voucher, to the voucher term, and to any extensions or suspensions of that term.

5-II.B. DETERMINING FAMILY UNIT (VOUCHER) SIZE [24 CFR 982.402]

For each family, the PHA determines the appropriate number of bedrooms under the PHA subsidy standards and enters the family unit size on the voucher that is issued to the family. The family unit size does not dictate the size of unit the family must actually lease, nor does it determine who within a household will share a bedroom/sleeping room.

The following requirements apply when the PHA determines family unit size:

- The subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.
- The subsidy standards must be consistent with space requirements under the housing quality standards.
- The subsidy standards must be applied consistently for all families of like size and composition.
- A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.
- A family that consists of a pregnant woman (with no other persons) must be treated as a twoperson family.
- Any live-in aide (approved by the PHA to reside in the unit to care for a family member who is disabled or is at least 50 years of age) must be counted in determining the family unit size.

• Unless a live-in-aide resides with a family, the family unit size for any family consisting of a single person must be either a zero- or one-bedroom unit, as determined under the PHA subsidy standards.

PHA Policy

The PHA will assign one bedroom for each two persons within the household, except in the following circumstances:

Persons of the opposite sex (other than spouses, and children under age 5) will be allocated separate bedrooms.

Live-in aides will be allocated a separate bedroom. No additional bedrooms are provided for the attendant's family.

Single person families will be allocated one bedroom.

Unrelated adults of the same gender will be allocated separate bedrooms.

Persons of different generations will be allocated separate bedrooms.

Foster children will be included in determining unit size only if they will be in the unit for more than 6 months.

The PHA will reference the following chart in determining the appropriate voucher size for a family:

GUIDELINES FOR DETERMINING VOUCHER SIZE

Voucher Size	Persons in Household	
	Minimum Number	Maximum Number
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6

4

4 Bedrooms

5 Bedrooms

6 Bedrooms

8

10 12

5-II.C. EXCEPTIONS TO SUBSIDY STANDARDS

In determining family unit size for a particular family, the PHA may grant an exception to its established subsidy standards if the PHA determines that the exception is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances [24 CFR 982.402(b)(8)]. Reasons may include, but are not limited to:

- A need for an additional bedroom for medical equipment
- A need for a separate bedroom for reasons related to a family member's disability, medical or health condition

For a single person who is not elderly, disabled, or a remaining family member, an exception cannot override the regulatory limit of a zero or one bedroom [24 CFR 982.402(b)(8)].

PHA Policy¹

The PHA will consider granting an exception for any of the reasons specified in the regulation: the age, sex, health, handicap, or relationship of family members or other personal circumstances.

The family must request any exception to the subsidy standards in writing. The request must explain the need or justification for a larger family unit size, and must include appropriate documentation. Requests based on health-related reasons must be verified by a qualified medical professional. The family's continued need for an additional bedroom due to special medical equipment must be re-verified at annual reexamination.

The PHA will notify the family of its determination within 10 business days of receiving the family's request. If a participant family's request is denied, the notice will inform the family of their right to request an informal hearing.

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5-II.D. VOUCHER ISSUANCE [24 CFR 982.302]

When a family is selected from the waiting list (or as a special admission as described in Chapter 4), or when a participant family wants to move to another unit, the PHA will issue a Housing Choice Voucher, form HUD-52646. This chapter deals only with voucher issuance for applicants. For voucher issuance associated with moves of program participants, please refer to Chapter 10.

The voucher is the family's authorization to search for housing. It specifies the unit size for which the family qualifies, and includes both the date of voucher issuance and date of expiration. It contains a brief description of how the program works and explains the family obligations under the program. The voucher is evidence that the PHA has determined the family to be eligible for the program, and that the PHA expects to have money available to subsidize the family if the family finds an approvable unit. However, the PHA does not have any liability to any party by the issuance of the voucher, and the voucher does not give the family any right to participate in the PHA's housing choice voucher program [Voucher, form HUD-52646]

A voucher can be issued to an applicant family only after the PHA has determined that the family is eligible for the program based on information received within the 60 days prior to issuance [24 CFR 982.201(e)] and after the family has attended an oral briefing [HCV 8-1].

PHA Policy

Vouchers will be issued to eligible applicants immediately following the mandatory briefing.

The PHA should have sufficient funds to house an applicant before issuing a voucher. If funds are insufficient to house the family at the top of the waiting list, the PHA must wait until it has adequate funds before it calls another family from the list [HCV GB p. 8-10]. If the PHA determines that there is insufficient funding after a voucher has been issued, the PHA may rescind the voucher and place the affected family back on the waiting list.

If, due to budgetary constraints, the PHA must rescind vouchers that have already been issued to families, the PHA will do so according to the instructions under each of the categories below. The PHA will first rescind vouchers that fall under Category 1. Vouchers in Category 2 will only be rescinded after all vouchers under Category 1 have been rescinded.

Category 1: Vouchers for which a Request for Tenancy Approval and proposed lease have **not** been submitted to the PHA.

Vouchers will be rescinded in order of the date they were issued, starting with the most recently issued vouchers.

Category 2: Vouchers for which a Request for Tenancy Approval and proposed lease have been submitted to the PHA.

Vouchers will be rescinded in order of the date RTA was submitted to the PHA, starting with the most recently submitted requests.

Families who have their voucher rescinded will be notified in writing and will be reinstated to their former position on the waiting list. When funding is again available, families will be selected from the waiting list in accordance with PHA selection policies described in Chapter 4.

5-II.E. VOUCHER TERM, EXTENSIONS, AND SUSPENSIONS

Voucher Term [24 CFR 982.303]

The initial term of a voucher must be at least 60 calendar days. The initial term must be stated on the voucher [24 CFR 982.303(a)].

PHA Policy

The initial voucher term will be 60 calendar days.

The family must submit a Request for Tenancy Approval and proposed lease within the 60-day period unless the PHA grants an extension.

Extensions of Voucher Term [24 CFR 982.303(b)]

The PHA has the authority to grant extensions of search time, to specify the length of an extension, and to determine the circumstances under which extensions will be granted. There is no limit on the number of extensions that the PHA can approve. Discretionary policies related to extension and expiration of search time must be described in the PHA's administrative plan [24 CFR 982.54].

PHAs must approve additional search time if needed as a reasonable accommodation to make the program accessible to and usable by a person with disabilities. The extension period must be reasonable for the purpose.

The family must be notified in writing of the PHA's decision to approve or deny an extension. The PHA's decision to deny a request for an extension of the voucher term is not subject to informal review [24 CFR 982.554(c)(4)].

PHA Policy

A family may submit a written request/statement for an extension of the voucher time period. All requests for extensions must be received prior to the expiration date of the voucher.

Extensions are permissible at the discretion of the PHA, up to a maximum of an additional 60 days inclusive, but not limited, to these reasons:

Extenuating circumstances such as hospitalization or a family emergency for an extended period of time that has affected the family's ability to find a unit within the initial sixty-day period. Verification is required.

The PHA is satisfied that the family has made a reasonable effort to locate a unit, including seeking the assistance of the PHA, throughout the initial sixty-day period. A completed search record may be required.

The family was prevented from finding a unit due to disability accessibility requirements or large size bedroom unit requirement.

Any request for an additional extension must include the reason(s) an additional extension is necessary. The PHA may require the family to provide documentation to support the request.

All requests for extensions to the voucher term must be made in writing and submitted to the PHA prior to the expiration date of the voucher (or extended term of the voucher).

The PHA will decide whether to approve or deny an extension request within 10 business days of the date the request is received, and will immediately provide the family written notice of its decision.

Suspensions of Voucher Term [24 CFR 982.303(c)]

At its discretion, a PHA may adopt a policy to suspend the housing choice voucher term if the family has submitted a Request for Tenancy Approval (RTA) during the voucher term. "Suspension" means stopping the clock on a family's voucher term from the time a family submits the RTA until the time the PHA approves or denies the request [24 CFR 982.4]. The PHA's determination not to suspend a voucher term is not subject to informal review [24 CFR 982.554(c)(4)].

PHA Policy

When the PHA receives a Request for Tenancy Approval and proposed lease, the term of the voucher will not be suspended while the PHA processes the request.

Expiration of Voucher Term

Once a family's housing choice voucher term (including any extensions) expires, the family is no longer eligible to search for housing under the program. If the family still wishes to receive assistance, the PHA may require that the family reapply, or may place the family on the waiting list with a new application date but without requiring reapplication. Such a family does not become ineligible for the program on the grounds that it was unable to locate a unit before the voucher expired [HCV GB p. 8-13].

PHA Policy

If an applicant family's voucher term or extension expires before the PHA has submitted a Request for Tenancy Approval (RTA), the PHA may require the family to reapply for assistance. If the RTA is subsequently disapproved by the PHA (after the voucher term has expired), the family will be required to reapply for assistance.

The PHA will notify the family in writing that the voucher term has expired and that the family must reapply in order to be placed on the waiting list.

Chapter 6

INCOME AND SUBSIDY DETERMINATIONS

[24 CFR Part 5, Subparts E and F; 24 CFR 982]

INTRODUCTION

A family's income determines eligibility for assistance and is also used to calculate the family's payment and the PHA's subsidy. The PHA will use the policies and methods described in this chapter to ensure that only eligible families receive assistance and that no family pays more or less than its obligation under the regulations. This chapter describes HUD regulations and PHA policies related to these topics in three parts as follows:

- Part I: Annual Income. HUD regulations specify the sources of income to include and exclude to arrive at a family's annual income. These requirements and PHA policies for calculating annual income are found in Part I.
- Part II: Adjusted Income. Once annual income has been established HUD regulations require the PHA to subtract from annual income any of five mandatory deductions for which a family qualifies. These requirements and PHA policies for calculating adjusted income are found in Part II.
- Part III: Calculating Family Share and PHA Subsidy. This part describes the statutory formula for calculating total tenant payment (TTP), the use of utility allowances, and the methodology for determining PHA subsidy and required family payment.

PART I: ANNUAL INCOME

6-I.A. OVERVIEW

The general regulatory definition of *annual income* shown below is from 24 CFR 5.609.

5.609 Annual income.

- (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 paragraph [5.609(c)].
- (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

In addition to this general definition, HUD regulations establish policies for treating specific types of income and assets. The full texts of those portions of the regulations are provided in exhibits at the end of this chapter as follows:

- Annual Income Inclusions (Exhibit 6-1)
- Annual Income Exclusions (Exhibit 6-2)
- Treatment of Family Assets (Exhibit 6-3)
- Earned Income Disallowance for Persons with Disabilities (Exhibit 6-4)
- The Effect of Welfare Benefit Reduction (Exhibit 6-5)

Sections 6-I.B and 6-I.C discuss general requirements and methods for calculating annual income. The rest of this section describes how each source of income is treated for the purposes of determining annual income. HUD regulations present income inclusions and exclusions separately [24 CFR 5.609(b) and 24 CFR 5.609(c)]. In this plan, however, the discussions of income inclusions and exclusions are integrated by topic (e.g., all policies affecting earned income are discussed together in section 6-I.D). Verification requirements for annual income are discussed in Chapter 7.

6-I.B. HOUSEHOLD COMPOSITIONS AND INCOME

Income received by all family members must be counted unless specifically excluded by the regulations. It is the responsibility of the head of household to report changes in family composition. The rules on which sources of income are counted vary somewhat by family member. The chart below summarizes how family composition affects income determinations.

Summary of Income Included and Excluded by Person		
Live-in aides	Income from all sources is excluded [24 CFR 5.609(c)(5)].	
Foster child or foster adult	Income from all sources is excluded [24 CFR 5.609(c)(2)].	
Head, spouse, or co-head Other adult family members	All sources of income not specifically excluded by the regulations are included.	
Children under 18 years of age	Employment income is excluded [24 CFR 5.609(c)(1)].	
	All other sources of income, except those specifically excluded by the regulations, are included.	
Full-time students 18 years of age or older (not head, spouse, or co-head)	Employment income above \$480/year is excluded [24 CFR 5.609(c)(11)].	
	All other sources of income, except those specifically excluded by the regulations, are included.	

Temporarily Absent Family Members

The income of family members approved to live in the unit will be counted, even if the family member is temporarily absent from the unit [HCV GB, p. 5-18].

PHA Policy

Generally an individual who is or is expected to be absent from the assisted unit for 45 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally an individual who is or is expected to be absent from the assisted unit for more than 45 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

Absent Students

PHA Policy

Full time students who attend school away from the home and live with the family during school recess will be considered permanently absent from the household.

Absences Due to Placement in Foster Care

Children temporarily absent from the home as a result of placement in foster care are considered members of the family [24 CFR 5.403].

PHA Policy

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

If the time period is to be greater than **90 consecutive days** from the date of removal of the child/children, the Voucher size will be reduced. If all children are removed from the home permanently, the voucher size will be reduced in accordance with the PHA's subsidy standards.

Absent Head, Spouse, or Co-head

PHA Policy

An employed head, spouse, or co-head absent from the unit more than 45 consecutive days due to employment will continue to be considered a family member.

Family Members Permanently Confined for Medical Reasons

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the PHA will calculate the income by using the following methodology and use the income figure, which would result in a lower payment by the family:

Exclude the income and deductions of the member if his income goes directly to the facility; or

Include the income and deductions of the member if his income goes to a family member.

PHA Policy

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the PHA will seek advice from a responsible medical professional as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than **90 consecutive days**, the family member will not be considered permanently absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the PHA's "Absence of Entire Family" policy.

Joint Custody of Dependents

PHA Policy

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or participant family 50 percent or more of the time.

When more than one applicant or participant family is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the PHA will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the child for income tax purposes.

Caretakers for a Child

PHA Policy

If neither a parent nor a designated guardian remains in a household receiving HCV assistance, the PHA will take the following actions.

- (1) If a responsible agency has determined that another adult is to be brought into the assisted unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.
- (2) If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 days. After the 90 days has elapsed, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker's role is temporary. In such cases the PHA will extend the caretaker's status as an eligible visitor.
- (3) At any time that custody or guardianship legally has been awarded to a caretaker, the housing choice voucher will be transferred to the caretaker.
- (4) During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify the family for any deductions from income.

6-I.C. ANTICIPATING ANNUAL INCOME

The PHA is required to count all income "anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date" [24 CFR 5.609(a)(2)]. Policies related to anticipating annual income are provided below.

Basis of Annual Income Projection

The PHA generally will use current circumstances to determine anticipated income for the coming 12-month period. HUD authorizes the PHA to use other than current circumstances to anticipate income when:

- An imminent change in circumstances is expected [HCV GB, p. 5-17]
- It is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income) [24 CFR 5.609(d)]
- The PHA believes that past income is the best available indicator of expected future income [24 CFR 5.609(d)]

PHA Policy

When the PHA cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), the PHA will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income. Anytime current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the file. In all such cases the family may present information and documentation to the PHA to show why the historic pattern does not represent the family's anticipated income.

Known Changes in Income

If the PHA verifies an upcoming increase or decrease in income, annual income will be calculated by applying each income amount to the appropriate part of the 12-month period.

Example: An employer reports that a full-time employee who has been receiving \$6/hour will begin to receive \$6.25/hour in the eighth week after the effective date of the reexamination. In such a case the PHA would calculate annual income as follows: $($6/hour \times 40 \text{ hours} \times 7 \text{ weeks}) + ($6.25 \times 40 \text{ hours} \times 45 \text{ weeks}).$

The family may present information that demonstrates that implementing a change before its effective date would create a hardship for the family. In such cases the PHA will calculate annual income using current circumstances and then require an interim reexamination when the change actually occurs. This requirement will be imposed even if the PHA's policy in Chapter 11 does not require interim reexaminations for other types of changes.

Using Up-Front Income Verification (UIV) to Project Income

HUD strongly recommends the use of up-front income verification (UIV). UIV is "the verification of income, before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals" [VG, p. 7].

HUD allows PHAs to use UIV information in conjunction with family-provided documents to anticipate income [UIV].

PHA Policy

PHA procedures for anticipating annual income will include the use of UIV methods approved by HUD in conjunction with family-provided documents dated within the last 60 days of the PHA interview date for Applicants and 120 days for Participants.

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

- 1. Up- front income verification (UIV)
- 2. Third- party written verification
- 3. Third- party oral verification
- 4. Review of documents
- 5. Certification/self-declaration

The PHA will follow "HUD Guidelines for Projecting Annual Income When Up-Front Income Verification (UIV) Data Is Available" in handling differences between UIV and family-provided income data. The guidelines depend on whether a difference is substantial or not. HUD defines *substantial difference* as a difference of \$200 or more per month.

No Substantial Difference. If UIV information for a particular income source differs from the information provided by a family by less than \$200 per month, the PHA will follow these guidelines:

If the UIV figure is less than the family's figure, the PHA will use the family's information.

If the UIV figure is more than the family's figure, the PHA will use the UIV data unless the family provides documentation of a change in circumstances to explain the discrepancy (e.g., a reduction in work hours). Upon receipt of acceptable family-provided documentation of a change in circumstances, the PHA will use the family-provided information.

Substantial Difference. If UIV information for a particular income source differs from the information provided by a family by \$200 or more per month, the PHA will follow these guidelines:

The PHA will request written third-party verification from the discrepant income source in accordance with 24 CFR 5.236(b)(3)(i).

When the PHA cannot readily anticipate income (e.g., in cases of seasonal employment, unstable working hours, or suspected fraud), the PHA will review historical income data for patterns of employment, paid benefits, and receipt of other income.

The PHA will analyze all UIV, third party, and family-provided data and attempt to resolve the income discrepancy.

The PHA will use the most current verified income data and, if appropriate, historical income data to calculate anticipated annual income.

6-I.D. EARNED INCOME 1

Types of Earned Income Included in Annual Income

Wages and Related Compensation. The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services is included in annual income [24 CFR 5.609(b)(1)].

PHA Policy

For persons who regularly receive bonuses or commissions, the PHA will verify and then average the reported amounts. If a new employee has not yet received any bonuses or commissions, the PHA will count only the amount estimated by the employer. The file will be documented appropriately.

Some Types of Military Pay. All regular pay, special pay and allowances of a member of the Armed Forces are counted [24 CFR 5.609(b)(8)] <u>except</u> for the special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(c)(7)].

Types of Earned Income Not Counted in Annual Income

Temporary, Nonrecurring, or Sporadic Income [24 CFR 5.609(c)(9)]. Sporadic income is income that is not received periodically and cannot be reliably predicted. For example, the income of an individual who works occasionally, as a handyman would be considered sporadic if future work could not be anticipated and no historic, stable pattern of income existed. Such income is not counted.

Children's Earnings. Employment income earned by children (including foster children) under the age of 18 years is not included in annual income [24 CFR 5.609(c)(1)]. (See Eligibility chapter for a definition of *foster children*.)

Certain Earned Income of Full-Time Students. Earnings in excess of \$480 for each full-time student 18 years old or older (except for the head, spouse, or co-head) are not counted [24 CFR 5.609(c)(11)]. To be considered "full-time," a student must be considered "full-time" by an educational institution with a degree or certificate program [HCV GB, p. 5-29].

Income of a Live-in Aide. Income earned by a live-in aide, as defined in [24 CFR 5.403], is not included in annual income [24 CFR 5.609(c)(5)]. (See Eligibility chapter for a full discussion of live-in aides.)

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¹ Revised/Approved 12/06/07

Income Earned under Certain Federal Programs. Income from some federal programs is specifically excluded from consideration as income [24 CFR 5.609(c)(17)], including:

- Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)
- Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b))
- Awards under the federal work-study program (20 U.S.C. 1087 uu)
- Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))
- Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))
- Allowances, earnings, and payments to participants in programs funded under the Workforce Investment Act of 1998 (29 U.S.C. 2931)

Resident Service Stipend. Amounts received under a resident service stipend are not included in annual income. A resident service stipend is a modest amount (not to exceed \$200 per individual 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 [24 CFR 5.600(c)(8)(iv)].

State and Local Employment Training Programs. Incremental earnings and benefits to any family member resulting from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff are excluded from annual income. 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 training program [24 CFR 5.609(c)(8)(v)].

PHA Policy

The PHA defines *training program* as "a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period of time. It is designed to lead to a higher level of proficiency, and it enhances the individual's ability to obtain employment. It may have performance standards to measure proficiency. Training may include, but is not limited to: (1) classroom training in a specific occupational skill, (2) on-the-job training with wages subsidized by the program, or (3) basic education" [expired Notice PIH 98-2, p. 3].

The PHA defines *incremental earnings and benefits* as the difference between (1) the total amount of welfare assistance and earnings of a family member prior to enrollment in a training program and (2) the total amount of welfare assistance and earnings of the family member after enrollment in the program [expired Notice PIH 98-2, pp. 3–4].

In calculating the incremental difference, the PHA will use as the pre-enrollment income the total annualized amount of the family member's welfare assistance and earnings reported on the family's most recently completed HUD-50058.

End of participation in a training program must be reported in accordance with the PHA's interim reporting requirements.

HUD-Funded Training Programs. Amounts received under training programs funded in whole or in part by HUD [24 CFR 5.609(c)(8)(i)] are excluded from annual income. Eligible sources of funding for the training include operating subsidy, Section 8 administrative fees, and modernization, Community Development Block Grant (CDBG), HOME program, and other grant funds received from HUD.

PHA Policy

To qualify as a training program, the program must meet the definition of *training program* provided above for state and local employment training programs.

Earned Income Tax Credit. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)), are excluded from annual income [24 CFR 5.609(c)(17)]. Although many families receive the EITC annually when they file taxes, an EITC can also be received throughout the year. The prorated share of the annual EITC is included in the employee's payroll check.

Earned Income Disallowance. The earned income disallowance for persons with disabilities is discussed in section 6-I.E below.

6-I.E. EARNED INCOME DISALLOWANCE FOR PERSONS WITH DISABILITIES [24 CFR 5.617]

The earned income disallowance (EID) encourages people with disabilities to enter the work force by not including the full value of increases in earned income for a period of time. The full text of 24 CFR 5.617 is included as Exhibit 6-4 at the end of this chapter. Eligibility criteria and limitations on the disallowance are summarized below.

Eligibility

This disallowance applies only to individuals in families already participating in the HCV program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

- Employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment. *Previously unemployed* includes a person who annually has earned not more than the minimum wage applicable to the community multiplied by 500 hours. The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage.
- Increased earnings by a family member who is a person with disabilities and whose earnings
 increase during participation in an economic self-sufficiency or job-training program. A selfsufficiency program includes a program designed to encourage, assist, train, or facilitate the
 economic independence of HUD-assisted families or to provide work to such families [24
 CFR 5.603(b)].
- New employment or increased earnings by a family member who is a person with disabilities and who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six months. If the benefits are received in the form of monthly maintenance, there is no minimum amount. If the benefits or services are received in a form other than monthly maintenance, such as one-time payments, wage subsidies, or transportation assistance, the total amount received over the six-month period must be at least \$500.

Calculation of the Disallowance

Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member's current income with his or her "prior income."

PHA Policy

The PHA defines *prior income*, or *prequalifying income*, as the family member's last certified income prior to qualifying for the EID.

The family member's prior, or prequalifying; income remains constant throughout the period that he or she is receiving the EID.

Initial 12-Month Exclusion. During the initial 12-month exclusion period, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded. The 12 months are cumulative and need not be consecutive.

PHA Policy

The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.

Second 12-Month Exclusion and Phase-In. During the second 12-month exclusion period, the exclusion is reduced to half (50 percent) of any increase in income attributable to employment or increased earnings. The 12 months are cumulative and need not be consecutive.

Lifetime Limitation. The EID has a four-year (48-month) lifetime maximum. The four-year eligibility period begins at the same time that the initial exclusion period begins and ends 48 months later. The one-time eligibility for the EID applies even if the eligible individual begins to receive assistance from another housing agency, if the individual moves between public housing and Section 8 assistance, or if there are breaks in assistance.

PHA Policy

During the 48-month eligibility period, the family must report any time there is a change in the family member's annual income that affects or is affected by the EID (e.g., when the family member's income falls to a level at or below his/her prequalifying income, when one of the exclusion periods ends, and at the end of the lifetime maximum eligibility period).

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6-I.F. BUSINESS INCOME [24 CFR 5.609(b)(2)]

Annual income includes "the net income from the 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 Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family" [24 CFR 5.609(b)(2)].

Business Expenses

Net income is "gross income less business expense" [HCV GB, p. 5-19].

PHA Policy

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

Acceptable methods of verification include:

1. IRS Form 1040, including:

Schedule C (Small Business)

Schedule E (Rental Property Income)

Schedule F (Farm Income)

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

- 2. Audited or unaudited financial statement(s) of the business.
- 3. Credit report or loan application.
- 4. Documents such as manifests, appointment books, cashbooks, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.
- 5. Family's self-certification as to net income realized from the business during previous years.

Business Expansion

HUD regulations do not permit the PHA to deduct from gross income expenses for business expansion.

PHA Policy

Business expansion is defined as any capital expenditures made to add new business activities, to expand current facilities, or to operate the business in additional locations. For example, purchase of a street sweeper by a construction business for the purpose of

adding street cleaning to the services offered by the business would be considered a business expansion. Similarly, the purchase of a property by a hair care business to open at a second location would be considered a business expansion.

Capital Indebtedness

HUD regulations do not permit the PHA to deduct from gross income the amortization of capital indebtedness.

PHA Policy

Capital indebtedness is defined as the principal portion of the payment on a capital asset such as land, buildings, and machinery. This means the PHA will allow as a business expense interest, but not principal, paid on capital indebtedness.

Negative Business Income

If the net income from a business is negative, no business income will be included in annual income; a negative amount will not be used to offset other family income.

Withdrawal of Cash or Assets from a Business

HUD regulations require the PHA to include in annual income the withdrawal of cash or assets from the operation of a business or profession unless the withdrawal reimburses a family member for cash or assets invested in the business by the family.

PHA Policy

Acceptable investments in a business include cash loans and contributions of assets or equipment. For example, if a member of an assisted family provided an up-front loan of \$2,000 to help a business gets started, the PHA will not count as income any withdrawals from the business up to the amount of this loan until the loan has been repaid. Investments do not include the value of labor contributed to the business without compensation.

Co-owned Businesses

PHA Policy

If a business is co-owned with someone outside the family, the family must document the share of the business it owns. If the family's share of the income is lower than its share of ownership, the family must document the reasons for the difference.

6-I.G. ASSETS [24 CFR 5.609(b)(3) and 24 CFR 5.603(b)]

Overview

There is no asset limitation for participation in the HCV program. However, HUD requires that the PHA include in annual income the "interest, dividends, and other net income of any kind from real or personal property" [24 CFR 5.609(b)(3)]. This section discusses how the income from various types of assets is determined. For most types of assets, the PHA must determine the value of the asset in order to compute income from the asset. Therefore, for each asset type, this section discusses:

- How the value of the asset will be determined
- How income from the asset will be calculated

Exhibit 6-1 provides the regulatory requirements for calculating income from assets [24 CFR 5.609(b)(3)], and Exhibit 6-4 provides the regulatory definition of *net family assets* as well as a chart from the *HCV Guidebook* that summarizes asset inclusions and exclusions. This section begins with a discussion of general policies related to assets and then provides HUD rules and PHA policies related to each type of asset.

General Policies

Income from Assets

The PHA generally will use current circumstances to determine both the value of an asset and the anticipated income from the asset. As is true for all sources of income, HUD authorizes the PHA to use other than current circumstances to anticipate income when (1) an imminent change in circumstances is expected (2) it is not feasible to anticipate a level of income over 12 months or (3) the PHA believes that past income is the best indicator of anticipated income. For example, if a family member owns real property that typically receives rental income but the property is currently vacant, the PHA can take into consideration past rental income along with the prospects of obtaining a new tenant.

PHA Policy

Anytime current circumstances are not used to determine asset income, a clear rationale for the decision will be documented in the file. In such cases the family may present information and documentation to the PHA to show why the asset income determination does not represent the family's anticipated asset income.

Valuing Assets

The calculation of asset income sometimes requires the PHA to make a distinction between an asset's market value and its cash value.

- The market value of an asset is its worth (e.g., the amount a buyer would pay for real estate or the balance in an investment account).
- The cash value of an asset is its market value less all reasonable amounts that would be incurred when converting the asset to cash.

PHA Policy

Reasonable costs that would be incurred when disposing of an asset include, but are not limited to, penalties for premature withdrawal, broker and legal fees, and settlement costs incurred in real estate transactions [HCV GB, p. 5-28].

Lump-Sum Receipts

Payments that are received in a single lump sum, such as inheritances, capital gains, lottery winnings, insurance settlements, and proceeds from the sale of property, are generally considered assets, not income. However, such lump-sum receipts are counted as assets only if they are retained by a family in a form recognizable as an asset (e.g., deposited in a savings or checking account) [RHIIP FAQs]. (For a discussion of lump-sum payments that represent the delayed start of a periodic payment, most of which are counted as income, see sections 6-I.H and 6-I.I.)

Imputing Income from Assets [24 CFR 5.609(b)(3)]

When net family assets are \$5,000 or less, the PHA will include in annual income the actual income anticipated to be derived from the assets. When the family has net family assets in excess of \$5,000, the PHA will include in annual income the greater of (1) the actual income derived from the assets or (2) the imputed income. Imputed income from assets is calculated by multiplying the total cash value of all family assets by the current HUD-established passbook savings rate.

Determining Actual Anticipated Income from Assets

It may or may not be necessary for the PHA to use the value of an asset to compute the actual anticipated income from the asset. When the value is required to compute the anticipated income from an asset, the market value of the asset is used. For example, if the asset is a property for which a family receives rental income, the anticipated income is determined by annualizing the actual monthly rental amount received for the property; it is not based on the property's market value. However, if the asset is a savings account, the anticipated income is determined by multiplying the market value of the account by the interest rate on the account.

Withdrawal of Cash or Liquidation of Investments

Any withdrawal of cash or assets from an investment will be included in income except to the extent that the withdrawal reimburses amounts invested by the family. For example, when a family member retires, the amount received by the family from a retirement plan is not counted as income until the family has received payments equal to the amount the family member deposited into the retirement fund.

Jointly Owned Assets

The regulation at 24 CFR 5.609(a)(4) specifies that annual income includes "amounts derived (during the 12-month period) from assets to which any member of the family has access."

PHA Policy

If an asset is owned by more than one person and any family member has unrestricted access to the asset, the PHA will count the full value of the asset unless the family presents evidence that the assets is not effectively owned by the family member. A family member has unrestricted access to an asset when he or she can legally dispose of the asset without the consent of any of the other owners. An asset is not effectively owned by a family member when (1) the asset and any income it earns accrue to the benefit of someone else who is not a member of the family and (2) that other person is responsible for income taxes incurred on income generated by the asset.

If more than one person, including a family member, owns an asset but the family member does not have unrestricted access to the asset, the PHA will prorate the asset according to the percentage of ownership. If no percentage is specified or provided for by state or local law, the PHA will prorate the asset evenly among all owners.

Assets Disposed Of for Less than Fair Market Value [24 CFR 5.603(b)]

HUD regulations require the PHA to count as a current asset any business or family asset that was disposed of for less than fair market value during the two years prior to the effective date of the examination/reexamination, except as noted below.

Minimum Threshold

The *HVC Guidebook* permits the PHA to set a threshold below which assets disposed of for less than fair market value will not be counted [HCV GB, p. 5-27].

PHA Policy

The PHA will not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than \$1,000.

When the two-year period expires, the income assigned to the disposed asset(s) also expires. If the two-year period ends between annual recertifications, the family may request an interim recertification to eliminate consideration of the asset(s).

Assets placed by the family in nonrevocable trusts are considered assets disposed of for less than fair market value except when the assets placed in trust were received through settlements or judgments.

Separation or Divorce

The regulation also specifies that assets are not considered disposed of for less than fair market value if they are disposed of, as part of a separation or divorce settlement and the applicant or tenant receives important consideration not measurable in dollar terms.

PHA Policy

All assets disposed of as part of a separation or divorce settlement will be considered assets for which important consideration not measurable in monetary terms has been received. In order to qualify for this exemption, a family member must be subject to a formal separation or divorce settlement agreement established through arbitration, mediation, or court order.

Foreclosure or Bankruptcy

Assets are not considered disposed of for less than fair market value when the disposition is the result of a foreclosure or bankruptcy sale.

Family Declaration

PHA Policy

Families must report at initial certification and each annual recertification all assets that have been disposed of for less than fair market value or declaring that no assets have been disposed of for less than fair market value. The PHA may verify the value of the assets disposed of if other information available to the PHA does not appear to agree with the information reported by the family.

Types of Assets

Checking and Savings Accounts

For regular checking accounts and savings accounts, *cash value* has the same meaning as *market value*. If a checking account does not bear interest, the anticipated income from the account is zero.

PHA Policy

In determining the value of a checking account, the PHA will use the current balance instead of previously averaged six-month balance

In determining the anticipated income from an interest bearing checking or savings account, the PHA will multiply the value of the account by the current rate of interest paid on the account.

Investment Accounts Such as Stocks, Bonds, Saving Certificates, and Money Market Funds

Interest or dividends earned by investment accounts are counted as actual income from assets even when the earnings are reinvested. The cash value of such an asset is determined by deducting from the market value any broker fees, penalties for early withdrawal, or other costs of converting the asset to cash.

PHA Policy

In determining the market value of an investment account, the PHA will use the value of the account on the most recent investment report.

How anticipated income from an investment account will be calculated depends on whether the rate of return is known. For assets that are held in an investment account with a known rate of return (e.g., savings certificates), asset income will be calculated based on that known rate (market value multiplied by rate of earnings). When the anticipated rate of return is not known (e.g., stocks), the PHA will calculate asset income based on the earnings for the most recent reporting period.

Equity in Real Property or Other Capital Investments

Equity (cash value) in a property or other capital asset is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset [HCV GB, p. 5-25].

Equity in real property and other capital investments is considered in the calculation of asset income except for the following types of assets:

- Equity accounts in HUD homeownership programs [24 CFR5.603(b)]
- The value of a home currently being purchased with assistance under the HCV program Homeownership Option for the first 10 years after the purchase date of the home [24 CFR 5.603(b)]
- Equity in owner-occupied cooperatives and manufactured homes in which the family lives [HCV GB, p. 5-25]
- Equity in real property when a family member's main occupation is real estate [HCV GB, p. 5-25]. This real estate is considered a business asset, and income related to this asset will be calculated as described in section 6-I.F.
- Interests in Indian Trust lands [24 CFR 5.603(b)]
- Real property and capital assets that are part of an active business or farming operation [HCV GB, p. 5-25]

A family may have real property as an asset in two ways: (1) owning the property itself and (2) holding a mortgage or deed of trust on the property. In the case of a property owned by a family member, the anticipated asset income generally will be in the form of rent or other payment for the use of the property. If the property generates no income, actual anticipated income from the asset will be zero.

In the case of a mortgage or deed of trust held by a family member, the outstanding balance (unpaid principal) is the cash value of the asset. The interest portion only of payments made to the family in accordance with the terms of the mortgage or deed of trust is counted as anticipated asset income.

PHA Policy

In the case of capital investments owned jointly with others not living in a family's unit, a prorated share of the property's cash value will be counted as an asset unless the PHA determines that the family receives no income from the property and is unable to sell or otherwise convert the asset to cash.

Trusts

A *trust* is a legal arrangement generally regulated by state law in which one party (the creator or grantor) transfers property to a second party (the trustee) who holds the property for the benefit of one or more third parties (the beneficiaries).

Revocable Trusts

If any member of a family has the right to withdraw the funds in a trust, the value of the trust is considered an asset [HCV GB, p. 5-25]. Any income earned as a result of investment of trust funds is counted as actual asset income, whether the income is paid to the family or deposited in the trust.

Nonrevocable Trusts

In cases where a trust is not revocable by, or under the control of, any member of a family, the value of the trust fund is not considered an asset. However, any income distributed to the family from such a trust is counted as a periodic payment or a lump-sum receipt, as appropriate [24 CFR 5.603(b)]. (Periodic payments are covered in section 6-I.H. Lump sum receipts are discussed earlier in this section.)

Retirement Accounts

Company Retirement/Pension Accounts

In order to correctly include or exclude as an asset any amount held in a company retirement or pension account by an employed person, the PHA must know whether the money is accessible before retirement [HCV GB, p. 5-26].

While a family member is employed, only the amount the family member can withdraw without retiring or terminating employment is counted as an asset [HCV GB, p. 5-26].

After a family member retires or terminates employment, any amount distributed to the family member is counted as a periodic payment or a lump-sum receipt, as appropriate [HCV GB, p. 5-26], except to the extent that it represents funds invested in the account by the family member. (For more on periodic payments, see section 6-I.H.) The balance in the account is counted as an asset only if it remains accessible to the family member.

IRA, Keogh, and Similar Retirement Savings Accounts

IRA, Keogh, and similar retirement savings accounts are counted as assets even though early withdrawal would result in a penalty [HCV GB, p. 5-25].

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Personal Property¹

Personal property held as an investment, such as gems, jewelry, coin collections, antique cars, etc., is considered an asset [HCV GB, p. 5-25].

PHA Policy

In determining the value of personal property held as an investment, the PHA will use the family's estimate of the value. The PHA may obtain an appraisal to confirm the value of the asset if there is reason to believe that the family's estimated value is off by \$50 or more. The family must cooperate with the appraiser but cannot be charged any costs related to the appraisal.

Generally, personal property held as an investment generates no income until it is disposed of. If regular income is generated (e.g., income from renting the personal property), the amount that is expected to be earned in the coming year is counted as actual income from the asset.

Necessary items of personal property are not considered assets [24 CFR 5.603(b)].

PHA Policy

Necessary personal property consists of only those items not held as an investment, and may include clothing, furniture, household furnishings, jewelry, and vehicles, including those specially equipped for persons with disabilities.

Life Insurance

The cash value of a life insurance policy available to a family member before death, such as a whole life or universal life policy is included in the calculation of the value of the family's assets [HCV GB 5-25]. The cash value is the surrender value. If such a policy earns dividends or interest that the family could elect to receive, the anticipated amount of dividends or interest is counted as income from the asset whether or not the family actually receives it.

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¹ Revised/Approved 12/06/07

6-I.H. PERIODIC PAYMENTS

Periodic payments are forms of income received on a regular basis. HUD regulations specify periodic payments that are and are not included in annual income.

Periodic Payments **Included** in Annual Income

- Periodic payments from sources such as <u>social security</u>, <u>unemployment and welfare assistance</u>, <u>annuities</u>, <u>insurance policies</u>, <u>retirement funds</u>, <u>and pensions</u>. However, periodic payments from retirement accounts, annuities, and similar forms of investments are counted only after they exceed the amount contributed by the family [24 CFR 5.609(b)(4) and (b)(3)].
- <u>Disability or death benefits and lottery receipts</u> paid periodically, rather than in a single lump sum [24 CFR 5.609(b)(4) and HCV, p. 5-14]

Lump-Sum Payments for the Delayed Start of a Periodic Payment

Most lump sums received as a result of delays in processing periodic payments, such as unemployment or welfare assistance, are counted as income. However, lump-sum receipts for the delayed start of periodic social security or supplemental security income (SSI) payments are not counted as income [CFR 5.609(b)(4)].

PHA Policy

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

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

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

The PHA will calculate prospectively if the family reported the payment within 10 business days and retroactively to date of receipt if the receipt was not reported within that time frame.

Prospective Calculation Methodology

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

At the next annual recertification, the PHA will apply the percentage balance to the lump sum and add it to the rest of the annual income.

At the PHA's option, the PHA may enter into a Payment Agreement with the family.

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

Attorney Fees

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

Periodic Payments **Excluded** from Annual Income

• Payments received for the <u>care of foster children or foster adults</u> (usually persons with disabilities, unrelated to the assisted family, who are unable to live alone) [24 CFR 5.609(c)(2)]

PHA Policy

The PHA will exclude payments for the care of foster children and foster adults only if the care is provided through an official arrangement with a local welfare agency [HCV GB, p. 5-18].

- Amounts paid by a state agency to a family with a <u>member who has a developmental</u> <u>disability and is living at home</u> to offset the cost of services and equipment needed to keep the developmentally disabled family member at home [24 CFR 5.609(c)(16)]
- Amounts received under the <u>Low-Income Home Energy Assistance Program</u> (42 U.S.C. 1626(c)) [24 CFR 5.609(c)(17)]
- Amounts received under the <u>Child Care and Development Block Grant Act of 1990</u> (42 U.S.C. 9858q) [24 CFR 5.609(c)(17)]
- Earned Income Tax Credit (EITC) refund payments (26 U.S.C. 32(j)) [24 CFR 5.609(c)(17)]. *Note:* EITC may be paid periodically if the family elects to receive the amount due as part of payroll payments from an employer.
- Lump sums received as a result of <u>delays in processing Social Security and SSI payments</u> (see section 6-I.J.) [24 CFR 5.609(b)(4)].

6-I.I. PAYMENTS IN LIEU OF EARNINGS

Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay, are counted as income [24 CFR 5.609(b)(5)] if they are received either in the form of periodic payments or in the form of a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment. If they are received in a one-time lump sum (as a settlement, for instance), they are treated as lump-sum receipts [24 CFR 5.609(c)(3)]. (See also the discussion of periodic payments in section 6-I.H and the discussion of lump-sum receipts in section 6-I.G.)

6-I.J. WELFARE ASSISTANCE

Overview

Welfare assistance is counted in annual income. Welfare assistance includes Temporary Assistance for Needy Families (TANF) and any payments to individuals or families based on need that are made under programs funded separately or jointly by federal, state, or local governments [24 CFR 5.603(b)].

Sanctions Resulting in the Reduction of Welfare Benefits [24 CFR 5.615]

The PHA must make a special calculation of annual income when the welfare agency imposes certain sanctions on certain families. The full text of the regulation at 24 CFR 5.615 is provided as Exhibit 6-5. The requirements are summarized below. This rule applies only if a family was receiving HCV assistance at the time the sanction was imposed.

Covered Families

The families covered by 24 CFR 5.615 are those "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" [24 CFR 5.615(b)]

Imputed Income

When a welfare agency imposes a sanction that reduces a family's welfare income because the family commits fraud or fails to comply with the agency's economic self-sufficiency program or work activities requirement, the PHA must include in annual income "imputed" welfare income. The PHA must request that the welfare agency inform the PHA when the benefits of an HCV participant family are reduced. The imputed income is the amount the family would have received if the family had not been sanctioned.

This requirement does not apply to reductions in welfare benefits: (1) at the expiration of the lifetime or other time limit on the payment of welfare benefits, (2) if a family member is unable to find employment even though the family member has complied with the welfare agency economic self-sufficiency or work activities requirements, or (3) because a family member has not complied with other welfare agency requirements [24 CFR 5.615(b)(2)].

Offsets

The amount of the imputed income is offset by the amount of additional income the family begins to receive after the sanction is imposed. When the additional income equals or exceeds the imputed welfare income, the imputed income is reduced to zero [24 CFR 5.615(c)(4)].

6-I.K. PERIODIC AND DETERMINABLE ALLOWANCES [24 CFR 5.609(b)(7)]

Annual income includes periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing with an assisted family.

Alimony and Child Support

The PHA must count alimony or child support amounts awarded as part of a divorce or separation agreement.

PHA Policy

The PHA will count court-awarded amounts for alimony and child support unless the PHA verifies that: (1) the payments are not being made, and (2) the family has made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments [HCV GB, pp. 5-23 and 5-47].

Families who do not have court-awarded alimony and child support awards are not required to seek a court award and are not required to take independent legal action to obtain collection.

Regular Contributions or Gifts

The PHA must count as income regular monetary and nonmonetary contributions or gifts from persons not residing with an assisted family [24 CFR 5.609(b)(7)]. Temporary, nonrecurring, or sporadic income and gifts are not counted [24 CFR 5.609(c)(9)].

PHA Policy

Examples of regular contributions include: (1) regular payment of a family's bills (e.g., utilities, telephone, rent, credit cards, and car payments), (2) cash or other liquid assets provided to any family member on a regular basis, and (3) "in-kind" contributions such as groceries and clothing provided to a family on a regular basis.

Nonmonetary contributions will be valued at the cost of purchasing the items, as determined by the PHA. For contributions that may vary from month to month (e.g., utility payments), the PHA will include an average amount based upon past history.

Temporary income and gifts for purposes of this exclusion is defined as an income or gift that is neither reliable nor periodic and is not expected to be received for more than 90 days. This exclusion will be reviewed and determined on a case by case basis.

6-I.L. STUDENT FINANCIAL ASSISTANCE [24 CFR 5.609(b)(9)]

In 2005, Congress passed a law (for section 8 programs only) requiring that certain student financial assistance be included in annual income. Prior to that, the full amount of student financial assistance was excluded. For some students, the full exclusion still applies.

Student Financial Assistance <u>Included</u> in Annual Income [24 CFR 5.609(b)(9) and FR 4/10/06]

The regulation requiring the inclusion of certain student financial assistance applies only to students who satisfy all of the following conditions:

- They are enrolled in an institution of higher education, as defined under the Higher Education Act (HEA) of 1965.
- They are seeking or receiving Section 8 assistance on their own—that is, apart from their parents—through the HCV program, the project-based certificate program, the project-based voucher program, or the moderate rehabilitation program.
- They are under 24 years of age **OR** they have no dependent children.

For students who satisfy these three conditions, any financial assistance in excess of tuition received: (1) under the 1965 HEA, (2) from a private source, or (3) from an institution of higher education, as defined under the 1965 HEA, must be included in annual income.

To determine annual income in accordance with the above requirements, the PHA will use the definitions of *dependent child, institution of higher education,* and *parents* in Section 3-II.E, along with the following definitions [FR 4/10/06, pp. 18148-18150]:

- Assistance under the Higher Education Act of 1965 includes Pell Grants, Federal Supplement Educational Opportunity Grants, Academic Achievement Incentive Scholarships, and State Assistance under the Leveraging Educational Assistance Partnership Program, the Robert G. Byrd Honors Scholarship Program, and Federal Work Study programs.
- Assistance from private sources means assistance from nongovernmental sources, including parents, guardians, and other persons not residing with the student in an HCV assisted unit.
- *Tuition* will have the meaning given this term by the institution of higher education in which the student is enrolled.

Student Financial Assistance Excluded from Annual Income [24 CFR 5.609(c)(6)]

Any student financial assistance not subject to inclusion under 24 CFR 5.609(b)(9) is fully excluded from annual income under 24 CFR 5.609(c)(6), whether it is paid directly to the student or to the educational institution the student is attending. This includes any financial assistance received by:

- Students residing with parents who are seeking or receiving Section 8 assistance
- Students who are enrolled in an educational institution that does **not** meet the 1965 HEA definition of *institution of higher education*
- Students who are over 23 **AND** have at least one dependent child, as defined in Section 3-II.E
- Students who are receiving financial assistance through a governmental program not authorized under the 1965 HEA.

6-I.M. ADDITIONAL EXCLUSIONS FROM ANNUAL INCOME

Other exclusions contained in 24 CFR 5.609(c) that have not been discussed earlier in this chapter include the following:

- Reimbursement of medical expenses [24 CFR 5.609(c)(4)]
- Amounts received by participants in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred and which are made solely to allow participation in a specific program [24 CFR 5.609(c)(8)(iii)]
- 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) [(24 CFR 5.609(c)(8)(ii)]
- 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 [24 CFR 5.609(c)(10)]
- Adoption assistance payments in excess of \$480 per adopted child [24 CFR 5.609(c)(12)]
- Refunds or rebates on property taxes paid on the dwelling unit [24 CFR 5.609(c)(15)]
- Amounts paid by a state agency to a family with a member who has a <u>developmental</u> <u>disability and is living at home</u> to offset the cost of services and equipment needed to keep the developmentally disabled family member at home [24 CFR 5.609(c)(16)]
- Amounts specifically <u>excluded by any other federal statute</u> [24 CFR 5.609(c)(17)]. HUD publishes an updated list of these exclusions periodically. It includes:
 - (a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b))
 - (b) Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)
 - (c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c))
 - (d) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e)
 - (e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f))

- (f) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b)) (Effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931).)
- (g) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04)
- (h) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408)
- (i) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))
- (j) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent*-product liability litigation, M.D.L. No. 381 (E.D.N.Y.)
- (k) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721)
- (l) 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 (42 U.S.C. 9858q)
- (m) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j))
- (n) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433)
- (o) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))
- (p) Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805)
- (q) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602)
- (r) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931)

PART II: ADJUSTED INCOME

6-II.A. INTRODUCTION

Overview

HUD regulations require PHAs to deduct from annual income any of five mandatory deductions for which a family qualifies. The resulting amount is the family's adjusted income. Mandatory deductions are found in 24 CFR 5.611.

5.611(a) Mandatory deductions. In determining adjusted income, the responsible entity [PHA] must deduct the following amounts from annual income:

- (1) \$480 for each dependent;
- (2) \$400 for any 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;
- (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. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus; and
- (4) Any reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education.

This part covers policies related to these mandatory deductions. Verification requirements related to these deductions are found in Chapter 7.

Anticipating Expenses

PHA Policy

Generally, the PHA will use current circumstances to anticipate expenses. When possible, for costs that are expected to fluctuate during the year (e.g., child care during school and nonschool periods and cyclical medical expenses), the PHA will estimate costs based on historic data and known future costs.

If a family has an accumulated debt for medical or disability assistance expenses, the PHA will include as an eligible expense the portion of the debt that the family expects to pay during the period for which the income determination is being made. However, amounts previously deducted will not be allowed even if the amounts were not paid as expected in a preceding period. The PHA may require the family to provide documentation of payments made in the preceding year.

6-II.B. DEPENDENT DEDUCTION

A deduction of \$480 is taken for each dependent [24 CFR 5.611(a)(1)]. *Dependent* is defined as any family member other than the head, spouse, or cohead who is under the age of 18 or who is 18 or older and is a person with disabilities or a full-time student. Foster children, foster adults, and live-in aides are never considered dependents [24 CFR 5.603(b)].

6-II.C. ELDERLY OR DISABLED FAMILY DEDUCTION

A single deduction of \$400 is taken for any elderly or disabled family [24 CFR 5.611(a)(2)]. An *elderly family* is a family whose head, spouse, cohead, or sole member is 62 years of age or older, and a *disabled family* is a family whose head, spouse, cohead, or sole member is a person with disabilities [24 CFR 5.403].

6-II.D. MEDICAL EXPENSES DEDUCTION [24 CFR 5.611(a)(3)(i)]

Unreimbursed medical expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed three percent of annual income.

The medical expense deduction is permitted only for families in which the head, spouse, or cohead is at least 62 or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted [VG, p. 28].

Definition of Medical Expenses

HUD regulations define *medical expenses* at 24 CFR 5.603(b) to mean "medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance."

PHA Policy

The most current IRS Publication 502, *Medical and Dental Expenses*, will be used to determine the costs that qualify as medical expenses.

Summary of Allowable Medical Expenses from IRS Publication 502

Services of medical professionals

Surgery and medical procedures that are necessary, legal, noncosmetic

Services of medical facilities

Hospitalization, long-term care, and inhome nursing services

Prescription medicines and insulin, but <u>not</u> nonprescription medicines even if recommended by a doctor

Improvements to housing directly related to medical needs (e.g., ramps for a wheel chair, handrails) Substance abuse treatment programs

Psychiatric treatment

Ambulance services and some costs of transportation related to medical expenses

The cost and care of necessary equipment related to a medical condition (e.g., eyeglasses/lenses, hearing aids, crutches, and artificial teeth)

Cost and continuing care of necessary service animals

Medical insurance premiums or the cost of a health maintenance organization (HMO)

Note: This chart provides a summary of eligible medical expenses only. Detailed information is provided in IRS Publication 502. Medical expenses are considered only to the extent they are not reimbursed by insurance or some other source.

Families That Qualify for Both Medical and Disability Assistance Expenses

PHA Policy

This policy applies only to families in which the head, spouse, or cohead is 62 or older or is a person with disabilities.

When expenses anticipated by a family could be defined as either medical or disability assistance expenses, the PHA will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

6-II.E. DISABILITY ASSISTANCE EXPENSES DEDUCTION [24 CFR 5.603(b) and 24 CFR 5.611(a)(3)(ii)]

Reasonable expenses for attendant care and auxiliary apparatus for a disabled family member may be deducted if they: (1) are necessary to enable a family member 18 years or older to work, (2) are not paid to a family member or reimbursed by an outside source, (3) in combination with any medical expenses, exceed three percent of annual income, and (4) do not exceed the earned income received by the family member who is enabled to work.

Earned Income Limit on the Disability Assistance Expense Deduction

A family can qualify for the disability assistance expense deduction only if at least one family member (who may be the person with disabilities) is enabled to work [24 CFR 5.603(b)].

The disability expense deduction is capped by the amount of "earned income received by family members who are 18 years of age or older and who are able to work" because of the expense [24 CFR 5.611(a)(3)(ii)]. The earned income used for this purpose is the amount verified before any earned income disallowances or income exclusions are applied.

PHA Policy

The family must identify the family members enabled to work as a result of the disability assistance expenses. In evaluating the family's request, the PHA will consider factors such as how the work schedule of the relevant family members relates to the hours of care provided, the time required for transportation, the relationship of the family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work.

When the PHA determines that the disability assistance expenses enable more than one family member to work, the expenses will be capped by the sum of the family members' incomes.

Eligible Disability Expenses

Examples of auxiliary apparatus are provided in the *HCV Guidebook* as follows: "Auxiliary apparatus are items such as wheelchairs, ramps, adaptations to vehicles, or special equipment to enable a blind person to read or type, but only if these items are directly related to permitting the disabled person or other family member to work" [HCV GB, p. 5-30].

HUD advises PHAs to further define and describe auxiliary apparatus [VG, p. 30].

Eligible Auxiliary Apparatus

PHA Policy

Expenses incurred for maintaining or repairing an auxiliary apparatus is eligible. In the case of an apparatus that is specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer), the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense. The cost of service animals trained to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, food, grooming, and other continuing costs of care, will be included.

Eligible Attendant Care

The family determines the type of attendant care that is appropriate for the person with disabilities.

PHA Policy

Attendant care includes, but is not limited to, reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with hearing impairments, and readers for persons with visual disabilities.

Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible.

If the care attendant also provides other services to the family, the PHA will prorate the cost and allow only that portion of the expenses attributable to attendant care that enables a family member to work. For example, if the care provider also cares for a child who is not the person with disabilities, the cost of care must be prorated. Unless otherwise specified by the care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

Payments to Family Members

No disability assistance expenses may be deducted for payments to a member of an assisted family [24 CFR 5.603(b)]. However, expenses paid to a relative who is not a member of the assisted family may be deducted if they are not reimbursed by an outside source.

Necessary and Reasonable Expenses

The family determines the type of care or auxiliary apparatus to be provided and must describe how the expenses enable a family member to work. The family must certify that the disability assistance expenses are necessary and are not paid or reimbursed by any other source.

PHA Policy

The PHA determines the reasonableness of the expenses based on typical costs of care or apparatus in the locality. To establish typical costs, the PHA will collect information from organizations that provide services and support to persons with disabilities. A family may present, and the PHA will consider, the family's justification for costs that exceed typical costs in the area.

Families That Qualify for Both Medical and Disability Assistance Expenses

PHA Policy

This policy applies only to families in which the head or spouse is 62 or older or is a person with disabilities.

When expenses anticipated by a family could be defined as either medical or disability assistance expenses, the PHA will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

6-II.F. CHILD CARE EXPENSE DEDUCTION

HUD defines *child care expenses* at 24 CFR 5.603(b) as "amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. 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."

Clarifying the Meaning of *Child* for This Deduction

Child care expenses do not include child support payments made to another on behalf of a minor who is not living in an assisted family's household [VG, p. 26]. However, childcare expenses for foster children that are living in the assisted family's household are included when determining the family's childcare expenses [HCV GB, p. 5-29].

Qualifying for the Deduction

Determining Who Is Enabled to Pursue an Eligible Activity

PHA Policy

The family must identify the family member(s) enabled to pursue an eligible activity. The term *eligible activity* in this section means any of the activities that may make the family eligible for a child care deduction (seeking work, pursuing an education, or being gainfully employed).

In evaluating the family's request, the PHA will consider factors such as how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

Seeking Work

PHA Policy

If the childcare expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member's efforts to obtain employment at each reexamination. The deduction may be reduced or denied if the family member's job search efforts are not commensurate with the childcare expense being allowed by the PHA.

Furthering Education

PHA Policy

If the childcare expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the childcare claimed.

Being Gainfully Employed

PHA Policy

If the childcare expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member's employment during the time that childcare is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated.

Earned Income Limit on Child Care Expense Deduction

When a family member looks for work or furthers his or her education, there is no cap on the amount that may be deducted for childcare – although the care must still be necessary and reasonable. However, when childcare enables a family member to work, the deduction is capped by "the amount of employment income that is included in annual income" [24 CFR 5.603(b)].

The earned income used for this purpose is the amount of earned income verified after any earned income disallowances or income exclusions are applied.

When the person who is enabled to work is a person with disabilities who receives the earned income disallowance (EID) or a full-time student whose earned income above \$480 is excluded, child care costs related to enabling a family member to work may not exceed the portion of the person's earned income that actually is included in annual income. For example, if a family member who qualifies for the EID makes \$15,000 but because of the EID only \$5,000 is included in annual income, childcare expenses are limited to \$5,000.

The PHA must not limit the deduction to the least expensive type of childcare. If the care allows the family to pursue more than one eligible activity, including work, the cap is calculated in proportion to the amount of time spent working [HCV GB, p. 5-30].

PHA Policy

When the childcare expense being claimed is to enable a family member to work, only one family member's income will be considered for a given period of time. When more than one family member works during a given period, the PHA generally will limit allowable childcare expenses to the earned income of the lowest-paid member. The family may provide information that supports a request to designate another family member as the person enabled to work.

Eligible Child Care Expenses

The type of care to be provided is determined by the assisted family. The PHA may not refuse to give a family the childcare expense deduction because there is an adult family member in the household that may be available to provide child care [VG, p. 26].

Allowable Child Care Activities

PHA Policy

For school-age children, costs attributable to public or private school activities during standard school hours are not considered. Expenses incurred for supervised activities after school or during school holidays (e.g., summer day camp, after-school sports league) are allowable forms of childcare.

The costs of general housekeeping and personal services are not eligible. Likewise, childcare expenses paid to a family member who lives in the family's unit are not eligible; however, payments for childcare to relatives who do not live in the unit are eligible.

If a childcare provider also renders other services to a family or childcare is used to enable a family member to conduct activities that are not eligible for consideration, the PHA will prorate the costs and allow only that portion of the expenses that is attributable to childcare for eligible activities. For example, if the care provider also cares for a child with disabilities who is 13 or older, the cost of care will be prorated. Unless otherwise specified by the childcare provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

Necessary and Reasonable Costs

Child care expenses will be considered necessary if: (1) a family adequately explains how the care enables a family member to work, actively seek employment, or further his or her education, and (2) the family certifies, and the child care provider verifies, that the expenses are not paid or reimbursed by any other source.

PHA Policy

Childcare expenses will be considered for the time required for the eligible activity plus reasonable transportation time. For child care that enables a family member to go to school, the time allowed may include not more than one study hour for each hour spent in class.

To establish the reasonableness of childcare costs, the PHA will use the schedule of childcare costs from the local welfare agency. Families may present, and the PHA will consider, justification for costs that exceed typical costs in the area.

PART III: CALCULATING FAMILY SHARE AND PHA SUBSIDY

6-III.A. OVERVIEW OF RENT AND SUBSIDY CALCULATIONS

TTP Formula [24 CFR 5.628]

HUD regulations specify the formula for calculating the total tenant payment (TTP) for an assisted family. TTP is the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family's monthly adjusted income (adjusted income is defined in Part II)
- 10 percent of the family's monthly gross income (annual income, as defined in Part I, divided by 12)
- The welfare rent (in as-paid states only)
- A minimum rent between \$0 and \$50 that is established by the PHA

The PHA has authority to suspend and exempt families from minimum rent when a financial hardship exists, as defined in section 6-III.B.

The amount that a family pays for rent and utilities (the family share) will never be less than the family's TTP but may be greater than the TTP depending on the rent charged for the unit the family selects.

Welfare Rent [24 CFR 5.628]

PHA Policy

Welfare rent does not apply in this locality.

Minimum Rent [24 CFR 5.630]

PHA Policy

The minimum rent for this locality is \$50.

Family Share [24 CFR 982.305(a)(5)]

If a family chooses a unit with a gross rent (rent to owner plus an allowance for tenant-paid utilities) that exceeds the PHA's applicable payment standard: (1) the family will pay more than the TTP, and (2) at initial occupancy the PHA may not approve the tenancy if it would require the family share to exceed 40 percent of the family's monthly adjusted income. The income used for this determination must have been verified no earlier than 60 days before the family's voucher was issued. (For a discussion of the application of payment standards, see section 6-III.C.)

PHA Subsidy [24 CFR 982.505(b)]

The PHA will pay a monthly housing assistance payment (HAP) for a family that is equal to the lower of (1) the applicable payment standard for the family minus the family's TTP or (2) the gross rent for the family's unit minus the TTP. (For a discussion of the application of payment standards, see section 6-III.C.)

Utility Reimbursement [24 CFR 982.514(b)]

When the PHA subsidy for a family exceeds the rent to owner, the family is due a utility reimbursement. HUD permits the PHA to pay the reimbursement to the family or directly to the utility provider.

PHA Policy

The PHA will make utility reimbursements to the family.

6-III.B. FINANCIAL HARDSHIPS AFFECTING MINIMUM RENT [24 CFR 5.630]

Overview

If the PHA establishes a minimum rent greater than zero, the PHA must grant an exemption from the minimum rent if a family is unable to pay the minimum rent because of financial hardship.

The financial hardship exemption applies only to families required to pay the minimum rent. If a family's TTP is higher than the minimum rent, the family is not eligible for a hardship exemption. If the PHA determines that a hardship exists, the family share is the highest of the remaining components of the family's calculated TTP.

HUD-Defined Financial Hardship

Financial hardship includes the following situations:

(1) The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program. This includes a family member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.

PHA Policy

A hardship will be considered to exist only if the loss of eligibility has an impact on the family's ability to pay the minimum rent.

For a family waiting for a determination of eligibility, the hardship period will end as of the first of the month following: (1) implementation of assistance, if approved, or (2) the decision to deny assistance. A family whose request for assistance is denied may request a hardship exemption based upon one of the other allowable hardship circumstances.

(2) The family would be evicted because it is unable to pay the minimum rent.

PHA Policy

For a family to qualify under this provision, the cause of the potential eviction must be the family's failure to pay rent to the owner or tenant-paid utilities.

- (3) Family income has decreased because of changed family circumstances, including the loss of employment.
- (4) A death has occurred in the family.

PHA Policy

In order to qualify under this provision, a family must describe how the death has created a financial hardship (e.g., because of funeral-related expenses or the loss of the family member's income).

(5) The family has experienced other circumstances determined by the PHA.

PHA Policy

The PHA has not established any additional hardship criteria.

Implementation of Hardship Exemption

Determination of Hardship

When a family requests a financial hardship exemption, the PHA must suspend the minimum rent requirement beginning the first of the month following the family's request.

The PHA then determines whether the financial hardship exists and whether the hardship is temporary or long-term.

PHA Policy

The PHA defines temporary hardship as a hardship expected to last 90 days or less. Long-term hardship is defined as a hardship expected to last more than 90 days.

When the minimum rent is suspended, the family share reverts to the highest of the remaining components of the calculated TTP. The example below demonstrates the effect of the minimum rent exemption.

Example: Impact of Minimum Rent Exemption Assume the PHA has established a minimum rent of \$35.			
Family Share – No Hardship		Family Share – With Hardship	
\$0	30% of monthly adjusted income	\$0	30% of monthly adjusted income
\$15	10% of monthly gross income	\$15	10% of monthly gross income
N/A	Welfare rent	N/A	Welfare rent
\$35	Minimum rent	\$35	Minimum rent
Minimum rent applies.		Hardship exemption granted.	
TTP = \$35		TTP = \$15	

PHA Policy

To qualify for a hardship exemption, a family must submit a request for a hardship exemption in writing. The request must explain the nature of the hardship and how the hardship has affected the family's ability to pay the minimum rent.

The PHA will make the determination of hardship within 30 calendar days.

No Financial Hardship

If the PHA determines there is no financial hardship, the PHA will reinstate the minimum rent and require the family to repay the amounts suspended.

PHA Policy

The PHA will require the family to repay the suspended amount within 30 calendar days of the PHA's notice that a hardship exemption has not been granted.

Temporary Hardship

If the PHA determines that a qualifying financial hardship is temporary, the PHA must suspend the minimum rent for the 90-day period beginning the first of the month following the date of the family's request for a hardship exemption.

At the end of the 90-day suspension period, the family must resume payment of the minimum rent and must repay the PHA the amounts suspended. HUD requires the PHA to offer a reasonable repayment agreement, on terms and conditions established by the PHA. The PHA also may determine that circumstances have changed and the hardship is now a long-term hardship.

PHA Policy

The PHA will enter into a repayment agreement in accordance with the procedures found in Chapter 16 of this plan.

Long-Term Hardship

If the PHA determines that the financial hardship is long-term, the PHA must exempt the family from the minimum rent requirement for so long as the hardship continues. The exemption will apply from the first of the month following the family's request until the end of the qualifying hardship. When the financial hardship has been determined to be long-term, the family is not required to repay the minimum rent.

PHA Policy

The hardship period ends when any of the following circumstances apply:

- (1) At an interim or annual reexamination, the family's calculated TTP is greater than the minimum rent.
- (2) For hardship conditions based on loss of income, the hardship condition will continue to be recognized until new sources of income are received that are at least equal to the amount lost. For example, if a hardship is approved because a family no longer receives a \$60/month child support payment, the hardship will continue to exist until the family receives at least \$60/month in income from another source or once again begins to receive the child support.
- (3) For hardship conditions based upon hardship-related expenses, the minimum rent exemption will continue to be recognized until the cumulative amount exempted is equal to the expense incurred.

6-III.C. APPLYING PAYMENT STANDARDS [24 CFR 982.505]

Overview

The PHA's schedule of payment standards is used to calculate housing assistance payments for HCV families. This section covers the application of the PHA's payment standards. The establishment and revision of the PHA's payment standard schedule are covered in Chapter 16.

Payment standard is defined as "the maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family)" [24 CFR 982.4(b)].

The payment standard for a family is the lower of (1) the payment standard for the family unit size, which is defined as the appropriate number of bedrooms for the family under the PHA's subsidy standards [24 CFR 982.4(b)], or (2) the payment standard for the size of the dwelling unit rented by the family.

If the PHA has established an exception payment standard for a designated part of an FMR area and a family's unit is located in the exception area, the PHA must use the appropriate payment standard for the exception area.

The PHA is required to pay a monthly housing assistance payment (HAP) for a family that is the lower of (1) the payment standard for the family minus the family's TTP or (2) the gross rent for the family's unit minus the TTP.

If during the term of the HAP contract for a family's unit, the owner lowers the rent, the PHA will recalculate the HAP using the lower of the initial payment standard or the gross rent for the unit [HCV GB, p. 7-8].

Changes in Payment Standards

Payment standards are applied based on the effective date of the re-exam and/or admission rather than the date on which SAHA staff meets with the family. The date new payment standards become effective will be set out in the Board Resolution. Generally, new payment standards will be implemented 90 days from the date of the board resolution so that staff has adequate notice to use the correct payment standard and will not have to recalculate HAP calculations for files that have already been worked. In cases where the Board elects to adopt a payment standard effective date less than 90 days from the date of the board resolution, staff will recalculate tenant rents and provide updated notifications as needed to ensure that correct payment standards were applied (based on effective date of the revised payment standards and the effective date of each family's annual re-exam)."

Decreases

If the amount on the payment standard schedule is decreased during the term of the HAP contract, the lower payment standard generally will be used beginning at the effective date of the family's second regular reexamination following the effective date of the decrease in the payment standard. The PHA will determine the payment standard for the family as follows:

Step 1: At the first regular reexamination following the decrease in the payment standard, the PHA will determine the payment standard for the family using the lower of the payment standard for the family unit size or the size of the dwelling unit rented by the family.

Step 2: The PHA will compare the payment standard from step 1 to the payment standard last used to calculate the monthly housing assistance payment for the family. The payment standard used by the PHA at the first regular reexamination following the decrease in the payment standard will be the higher of these two payment standards. The PHA will advise the family that the application of the lower payment standard will be deferred until the second regular reexamination following the effective date of the decrease in the payment standard.

Step 3: At the second regular reexamination following the decrease in the payment standard, the lower payment standard will be used to calculate the monthly housing assistance payment for the family unless the PHA has subsequently increased the payment standard, in which case the payment standard will be determined in accordance with procedures for increases in payment standards described below.

Increases

If the payment standard is increased during the term of the HAP contract, the increased payment standard will be used to calculate the monthly housing assistance payment for the family beginning on the effective date of the family's first regular reexamination on or after the effective date of the increase in the payment standard.

Families requiring or requesting interim reexaminations will not have their HAP payments calculated using the higher payment standard until their next annual reexamination [HCV GB, p. 7-8].

Changes in Family Unit Size

Irrespective of any increase or decrease in the payment standard, if the family unit size increases or decreases during the HAP contract term, the new family unit size must be used to determine the payment standard for the family beginning at the family's first regular reexamination following the change in family unit size.

Reasonable Accommodation

If a family requires a higher payment standard as a reasonable accommodation for a family member who is a person with disabilities, the PHA is allowed to establish a higher payment standard for the family within the basic range.

6-III.D. APPLYING UTILITY ALLOWANCES [24 CFR 982.517]

Overview

A PHA-established utility allowance schedule is used in determining family share and PHA subsidy. The PHA must use the appropriate utility allowance for the size of dwelling unit actually leased by a family rather than the voucher unit size for which the family qualifies using PHA subsidy standards. See Chapter 5 for information on the PHA's subsidy standards.

For policies on establishing and updating utility allowances, see Chapter 16.

Reasonable Accommodation

HCV program regulations require a PHA to approve a utility allowance amount higher than shown on the PHA's schedule if a higher allowance is needed as a reasonable accommodation for a family member with a disability. For example, if a family member with a disability requires such an accommodation, the PHA will approve an allowance for air-conditioning, even if the PHA has determined that an allowance for air-conditioning generally is not needed.

The family must request the higher allowance and provide the PHA with an explanation of the need for the reasonable accommodation and information about the amount of additional allowance required [HCV GB, p. 18-8].

Utility Allowance Revisions

At reexamination, the PHA must use the PHA current utility allowance schedule [24 CFR 982.517(d)(2)].

PHA Policy

Revised utility allowances will be applied to a family's rent and subsidy calculations at the first annual reexamination that is effective after the allowance is adopted.

6-III.E. PRORATED ASSISTANCE FOR MIXED FAMILIES [24 CFR 5.520]

HUD regulations prohibit assistance to ineligible family members. A *mixed family* is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. The PHA must prorate the assistance provided to a mixed family. The PHA will first determine assistance as if all family members were eligible and then prorate the assistance based upon the percentage of family members that actually are eligible. For example, if the PHA subsidy for a family is calculated at \$500 and two of four family members are ineligible, the PHA subsidy would be reduced to \$250.

EXHIBIT 6-1: ANNUAL INCOME INCLUSIONS

24 CFR 5.609

- (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 paragraph (c) of this section.
- (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 the 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 Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

- (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. 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 amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lumpsum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);
- (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);

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- (6) Welfare assistance payments.
- (i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
- (A) Qualify as assistance under the TANF program definition at 45 CFR 260.31³; and
- (B) Are not otherwise excluded under paragraph (c) of this section.
- (ii) 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 of 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 from persons not residing in the dwelling;
- (8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section)

(9) For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

HHS DEFINITION OF "ASSISTANCE"

45 CFR: GENERAL TEMPORARY ASSISTANCE FOR NEEDY FAMILIES

260.31 What does the term "assistance" mean?

- (a)(1) The term "assistance" includes cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).
- (2) It includes such benefits even when they are:
- (i) Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and
- (ii) Conditioned on participation in work experience or community service (or any other work activity under 261.30 of this chapter).

³ Text of 45 CFR 260.31 follows.

- (3) Except where excluded under paragraph
- (b) of this section, it also includes supportive services such as transportation and child care provided to families who are not employed.
- (b) [The definition of "assistance"] excludes: (1) Nonrecurrent, short-term benefits that:
- (i) Are designed to deal with a specific crisis situation or episode of need;
- (ii) Are not intended to meet recurrent or ongoing needs; and
- (iii) Will not extend beyond four months.
- (2) Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);

- (3) Supportive services such as child care and transportation provided to families who are employed;
- (4) Refundable earned income tax credits;
- (5) Contributions to, and distributions from, Individual Development Accounts;
- (6) Services such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and
- (7) Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of [the Social Security] Act, to an individual who is not otherwise receiving assistance.

EXHIBIT 6-2: ANNUAL INCOME EXCLUSIONS

24 CFR 5.609

- (c) 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 (except as provided in paragraph (b)(5) of this section);
- (4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- (5) Income of a live-in aide, as defined in Sec. 5.403;
- (6) Subject to paragraph (b)(9) of this section, 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 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;
- (v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;
- (9) Temporary, nonrecurring or sporadic 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 for each fulltime student 18 years old or older (excluding the head of household and spouse);
- (12) Adoption assistance payments in excess of \$480 per adopted child;
- (13) [Reserved]
- (14) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
- (15) 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;
- (16) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- (17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. [See the following chart for a list of benefits that qualify for this exclusion.]

Sources of Income Excluded by Federal Statute from Consideration as Income for Purposes of Determining Eligibility or Benefits

- a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b));
- b) Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);
- c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
- d) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
- e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
- f) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);
- g) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub.L- 94-540, 90 Stat. 2503-04);

- h) The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);
- i) Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
- j) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));
- k) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in In Re Agent-product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
- Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- m) 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 (42 U.S.C. 9858q);

- n) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));
- o) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- p) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- q) Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);
- r) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and
- s) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).

EXHIBIT 6-3: TREATMENT OF FAMILY ASSETS

24 CFR 5.603(b) Net Family Assets

- (1) Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- (2) In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under Sec. 5.609.
- (3) In determining net family assets, PHAs or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.
- (4) For purposes of determining annual income under Sec. 5.609, the term "net family assets" does not include the value of a home currently being purchased with assistance under part 982, subpart M of this title. This exclusion is limited to the first 10 years after the purchase date of the home.

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EXHIBIT 6-4: EARNED INCOME DISALLOWANCE FOR PERSONS WITH DISABILITIES

24 CFR 5.617 Self-sufficiency incentives for persons with disabilities—Disallowance of increase in annual income.

- (a) Applicable programs. The disallowance of increase in annual income provided by this section is applicable only to the following programs: HOME Investment Partnerships Program (24 CFR part 92); Housing Opportunities for Persons with AIDS (24 CFR part 574); Supportive Housing Program (24 CFR part 583); and the Housing Choice Voucher Program (24 CFR part 982).
- **(b)** Definitions. The following definitions apply for purposes of this section.

Disallowance. Exclusion from annual income.

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 of work per week for 50 weeks at the established minimum wage.

Qualified family. A family residing in housing assisted under one of the programs listed in paragraph (a) of this section or receiving tenant-based rental assistance under one of the programs listed in paragraph (a) of this section.

- (1) Whose 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) Whose 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) Whose 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.
- (c) Disallowance of increase in annual income—
- (1) Initial twelve month exclusion. During the cumulative twelve month period beginning on 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 (as defined in the regulations governing the applicable program listed in paragraph (a) of this section) 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.

- (2) Second twelve-month exclusion and phasein. 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 fifty percent 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.
- (3) Maximum four year disallowance. The disallowance of increased income of an individual family member who is a person with disabilities as provided in paragraph (c)(1) or (c)(2) is limited to a lifetime 48 month period. The disallowance only applies for a maximum of twelve months for disallowance under paragraph (c)(1) and a maximum of twelve months for disallowance under paragraph (c)(2), during the 48-month period starting from the initial exclusion under paragraph (c)(1) of this section.
- (d) Inapplicability to admission. The disallowance of increases in income as a result of employment of persons with disabilities under this section does not apply for purposes of admission to the program (including the determination of income eligibility or any income targeting that may be applicable).

EXHIBIT 6-5: THE EFFECT OF WELFARE BENEFIT REDUCTION

24 CFR 5.615

Public housing program and Section 8 tenant-based assistance program: How welfare benefit reduction affects family income.

- (a) Applicability. This section applies to covered families who reside in public housing (part 960 of this title) or receive Section 8 tenant-based assistance (part 982 of this title).
- **(b)** Definitions. The following definitions apply for purposes of this section:

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.

Economic self-sufficiency program. See definition at Sec. 5.603.

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.

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 agency economic self-sufficiency or work activities requirements; or
- (iii) because a family member has not complied with other welfare agency requirements.
- (c) Imputed welfare income.
- (1) A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the PHA by the welfare agency), plus the total amount of other annual income as determined in accordance with Sec. 5.609.
- (2) At the request of the PHA, the welfare agency will inform the PHA in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the PHA of any subsequent changes in the term or amount of such specified welfare benefit reduction. The PHA will use this information to determine the amount of imputed welfare income for a family.
- (3) A family's annual income includes imputed welfare income in family annual income, as determined at the PHA's interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the PHA by the welfare agency).

- (4) The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed
- (5) The PHA may not include imputed welfare income in annual income if the family was not an assisted resident at the time of sanction.
- (d) Review of PHA decision.
- (1) Public housing. If a public housing tenant claims that the PHA has not correctly calculated the amount of imputed welfare income in accordance with HUD requirements, and if the PHA denies the family's request to modify such amount, the PHA shall give the tenant written notice of such denial, with a brief explanation of the basis for the PHA determination of the amount of imputed welfare income. The PHA notice shall also state that if the tenant does not agree with the PHA determination, the tenant may request a grievance hearing in accordance with part 966, subpart B of this title to review the PHA determination. The tenant is not required to pay an escrow deposit pursuant to Sec. 966.55(e) for the portion of tenant rent attributable to the imputed welfare income in order to obtain a grievance hearing on the PHA determination.
- (2) Section 8 participant. A participant in the Section 8 tenant-based assistance program may request an informal hearing, in accordance with Sec. 982.555 of this title, to review the PHA determination of the amount of imputed welfare income that must be included in the family's annual income in accordance with this section. If the family claims that such amount is not correctly calculated in accordance with HUD requirements, and if the PHA denies the family's request to modify such amount, the PHA shall give the family written notice of such denial, with a brief explanation of the

- basis for the PHA determination of the amount of imputed welfare income. Such notice shall also state that if the family does not agree with the PHA determination, the family may request an informal hearing on the determination under the PHA hearing procedure.
- (e) PHA relation with welfare agency.
- (1) The PHA must ask welfare agencies to inform the PHA of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the PHA written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.
- (2) The PHA is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the PHA. However, the PHA is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.
- (3) Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The PHA shall be entitled to rely on the welfare agency notice to the PHA of the welfare agency's determination of a specified welfare benefits reduction.

Chapter 7

VERIFICATION

[24 CFR 982.516, 24 CFR 982.551, 24 CFR 5.230]

INTRODUCTION

The PHA must verify all information that is used to establish the family's eligibility and level of assistance and is required to obtain the family's consent to collect the information. Applicants and program participants must cooperate with the verification process as a condition of receiving assistance. The PHA must not pass on the cost of verification to the family.

The PHA will follow the verification guidance provided by HUD in PIH Notice 2004-01 Verification Guidance and any subsequent guidance issued by HUD. This chapter summarizes those requirements and provides supplementary PHA policies.

Part I describes the general verification process. More detailed requirements related to individual factors are provided in subsequent parts including family information (Part II), income and assets (Part III), and mandatory deductions (Part IV).

Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the records management policies of the PHA.

PART I: GENERAL VERIFICATION REQUIREMENTS

7-I.A. FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 982.516 AND 982.551, 24 CFR 5.230]

The family must supply any information that the PHA or HUD determines is necessary to the administration of the program and must consent to PHA verification of that information [24 CFR 982.551].

Consent Forms

It is required that all adult applicants and participants sign form HUD-9886, Authorization for Release of Information. The purpose of form HUD-9886 is to facilitate automated data collection and computer matching from specific sources and provides the family's consent only for the specific purposes listed on the form. HUD and the PHA may collect information from State Wage Information Collection Agencies (SWICAs) and current and former employers of adult family members. Only HUD is authorized to collect information directly from the Internal Revenue Service (IRS) and the Social Security Administration (SSA). Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

Penalties for Failing to Consent [24 CFR 5.232]

If any family member who is required to sign a consent form fails to do so, the PHA will deny admission to applicants and terminate assistance of participants. The family may request an informal review (applicants) or informal hearing (participants) in accordance with PHA procedures.

7-I.B. OVERVIEW OF VERIFICATION REQUIREMENTS

HUD's Verification Hierarchy

HUD authorizes the PHA to use five methods to verify family information and specifies the circumstances in which each method will be used. In general HUD requires the PHA to use the most reliable form of verification that is available and to document the reasons when the PHA uses a lesser form of verification.

PHA Policy

In order of priority, the forms of verification that the PHA will use are:

Up-front Income Verification (UIV) whenever available

Third-party Written Verification

Third-party Oral Verification

Review of Documents

Self-Certification

Each of the verification methods is discussed in subsequent sections below. Exhibit 7-1 at the end of the chapter contains an excerpt from the notice that provides guidance with respect to how each method may be used.

Requirements for Acceptable Documents

PHA Policy

Any documents used for verification must be the original (not photocopies) and generally must be dated within 60 calendar days for applicants and 120 calendar days for participants of the date they are provided to the PHA. The documents must not be damaged, altered or in any way illegible.

The PHA will accept documents dated up to 6 months before the effective date of the family's reexamination if the document represents the most recent scheduled report from a source. For example, if the holder of a pension annuity provides semi-annual reports, the PHA would accept the most recent report.

Printouts from web pages are considered original documents.

The PHA staff member who views the original document must make a photocopy. Any family self-certifications must be made in a format acceptable to the PHA and must be signed in the presence of a notary public.

File Documentation¹

The PHA must document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that the PHA has followed all of the verification policies set forth in this plan. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.

PHA Policy

The PHA will document, in the family file, the following:

Reported family annual income

Value of assets

Expenses related to deductions from annual income

Other factors influencing the adjusted income or income-based rent determination

When the PHA is unable to obtain 3rd party verification, the PHA will document in the family file the reason that 3rd party verification was not available and will place a photocopy of any original document(s) in the family file. [24 CFR 960.259©(1); VG, p.15]

7-I.C. UP-FRONT INCOME VERIFICATION (UIV)

Up-front income verification (UIV) refers to the PHA's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. UIV will be used to the extent that these systems are available to the PHA.

PHA Policy

The PHA will inform all applicants and participants of its use of the following UIV resources during the admission and reexamination process:

HUD's EIV system (when it is available to the PHA)

Including but not limited to state wages, child support and SSA.

The PHA must restrict access to and safeguard UIV data in accordance with HUD guidance on security procedures, as issued and made available by HUD.

There may be legitimate differences between the information provided by the family and UIV-generated information. No adverse action can be taken against a family until the PHA has independently verified the UIV information and the family has been granted an opportunity to contest any adverse findings through the informal review/hearing process of the PHA.

Definition of Substantial Difference

UIV information is used differently depending upon whether there is a *substantial difference* between information provided by the family and the UIV information. In "HUD Guidelines for Projecting Annual Income When UIV Data is Available" [HUD website, April 2004], HUD

¹ Revised/Approved 12/06/07

recommends using \$200 per month as the threshold for a substantial difference. The PHA will therefore use \$200 per month as the threshold for a substantial difference.

See Chapter 6 for the PHA's policy on the use of UIV to project annual income and for the PHA's threshold for substantial difference.

When No Substantial Difference Exists

If UIV information does not differ substantially from family information, the UIV documentation may serve as third-party written verification.

When a Substantial Difference Exists

When there is a substantial difference between the information provided by the UIV source and the family, the PHA must request another form of third-party written verification and use any other verification methods (in priority order) to reconcile the difference(s).

Use of HUD's Enterprise Income Verification (EIV) System

HUD's EIV system contains data showing earned income, unemployment benefits, Social Security and SSI benefits for participant families. HUD requires the PHA to use the EIV system when available. The following policies will apply when the PHA has access to HUD's EIV system.

The EIV system contains two main components: tenant income data reports and "exceeds threshold" reports.

Tenant Income Data (TID) Reports

The data shown on TID reports is updated quarterly. Data may be between 3 and 6 months old at the time reports are generated.

PHA Policy

The PHA will obtain TID reports for annual reexaminations. Reports will be generated as part of the regular reexamination process.

TID reports will be compared to family-provided information as part of the annual reexamination process. TID reports may be used in the calculation of annual income, as described in Chapter 6.I.C. TID reports may also be used to meet the regulatory requirement for third party verification, as described above. Policies for resolving discrepancies between TID reports and family-provided information will be resolved as described in Chapter 6.I.C. and in this chapter.

TID reports will be used in interim reexaminations when it is necessary to verify and calculate earned income, unemployment benefits, Social Security and/or SSI benefits, and to verify that families claiming zero income are not receiving income from any of these sources.

TID reports will be retained in participant files with the applicable annual or interim reexamination documents.

When the PHA determines through TID reports and third party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Chapter 14, Program Integrity.

Income Discrepancy Report

The Income Discrepancy Report is a tool for identifying families who may have concealed or under-reported income. Data in the Income Discrepancy Report represents income for past reporting periods and may be between 6 months and 30 months old at the time Income Discrepancy Reports are generated.

Families who have not concealed or under-reported income may appear on the Income Discrepancy Report in some circumstances, such as loss of a job or addition of new family members.

PHA Policy

The PHA will generate and review Income Discrepancy Reports as part of the annual reexamination process.

When the PHA determines that a participant appearing on the Income Discrepancy Report has not concealed or under-reported income, the participant's name will be placed on a list of "false positive" reviews. To avoid multiple reviews in this situation, participants appearing on this list will be eliminated from Income Discrepancy Report processing until a subsequent interim or annual reexamination has been completed.

When it appears that a family may have concealed or under-reported income, the PHA will request third-party written verification of the income in question.

When the PHA determines through Income Discrepancy Report review and third party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Chapter 14, Program Integrity.

EIV Identity Verification

The EIV system verifies tenant identities against SSA records. These records are compared to PIC data for a match on Social Security number, name, and date of birth.

When identity verification for a participant fails, a message will be displayed within the EIV system and no income information will be displayed.

PHA Policy

The PHA will identify participants whose identity verification has failed as part of the annual reexamination process.

The PHA will attempt to resolve PIC/SSA discrepancies by reviewing file documents. When the PHA determines that discrepancies exist due to PHA errors such as spelling errors or incorrect birth dates, the errors will be corrected promptly.

7-I.D. THIRD-PARTY WRITTEN AND ORAL VERIFICATION

Reasonable Effort and Timing

Unless third-party verification is not required as described below, HUD requires the PHA to make at least two unsuccessful attempts to obtain third-party verification before using another form of verification [VG, p. 15].

PHA Policy

The PHA will diligently seek third-party verification using a combination of written and oral requests to verification sources. Information received orally from third parties may be used either to clarify information provided in writing by the third party or as independent verification when written third-party verification is not received in a timely fashion.

The PHA may mail, fax, e-mail, or hand deliver third-party written verification requests and will accept third-party responses using any of these methods. The PHA will send a written request for verification to each required source within 5 business days of securing a family's authorization for the release of the information and give the source 10 business days to respond in writing. If a response has not been received by the 11th business day, the PHA will request third-party oral verification.

The PHA will make a minimum of two attempts, one of which may be oral, to obtain third-party verification. A record of each attempt to contact the third-party source (including no-answer calls) and all contacts with the source will be documented in the file. Regarding third-party oral verification, PHA staff will record in the family's file the name and title of the person contacted, the date and time of the conversation (or attempt), the telephone number used, and the facts provided.

When any source responds verbally to the initial written request for verification the PHA will accept the verbal response as oral verification but will also request that the source complete and return any verification forms that were provided.

If a third party agrees to confirm in writing the information provided orally, the PHA will wait no more than 5 business days for the information to be provided. If the information is not provided by the 6th business day, the PHA will use any information provided orally in combination with reviewing family-provided documents.

When Third-Party Information is Late

When third-party verification has been requested and the timeframes for submission have been exceeded, the PHA will use the information from documents on a provisional basis. If the PHA later receives third-party verification that differs from the amounts used in income and rent determinations and it is past the deadline for processing the reexamination, the PHA will conduct an interim reexamination to adjust the figures used for the reexamination, regardless of the PHA's interim reexamination policy.

When Third-Party Verification is Not Required

Primary Documents

Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.

Certain Assets and Expenses

The PHA will accept a self-certification from a family as verification of assets disposed of for less than fair market value [HCV GB, p. 5-28].

The PHA will determine that third-party verification is not available if the asset or expense involves an insignificant amount, making it not cost-effective or reasonable to obtain third-party verification [VG, p. 15].

PHA Policy

The PHA will use review of documents in lieu of requesting third-party verification when the market value of an individual asset or an expense is less than \$500 annually *and* the family has original documents that support the declared amount.

Certain Income, Asset and Expense Sources

The PHA will determine that third-party verification is not available when it is known that an income source does not have the ability to provide written or oral third-party verification [VG, p. 15]. For example, the PHA will rely upon review of documents when the PHA determines that a third party's privacy rules prohibit the source from disclosing information.

PHA Policy¹

The PHA also will determine that third-party verification is not available when there is a service charge for verifying an asset or expense *and* the family has original documents that provide the necessary information.

The PHA will document in the family file the reason that 3rd party verification was not available and will place a photocopy of any original document(s) in the family file. [VG, p.15]

If the family cannot provide original documents, the PHA will pay the service charge required to obtain third-party verification, unless it is not cost effective in which case a self-certification will be acceptable as the only means of verification. The cost of verification will not be passed on to the family.

¹ Revised/Approved 12/06/07

The cost of postage and envelopes to obtain third-party verification of income, assets, and expenses is not an unreasonable cost [VG, p. 18].		

7-I.E. REVIEW OF DOCUMENTS

Using Review of Documents as Verification

PHA Policy

If the PHA has determined that third-party verification is not available or not required, the PHA will use documents provided by the family as verification.

The PHA may also review documents when necessary to help clarify information provided by third parties. In such cases the PHA will document in the file how the PHA arrived at a final conclusion about the income or expense to include in its calculations.

7-I.F. SELF-CERTIFICATION

PHA Policy

When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to the PHA.

The PHA may require a family to certify that a family member does <u>not</u> receive a particular type of income or benefit.

The self-certification must be made in a format acceptable to the PHA and must be signed by the family member whose information or status is being verified. All self-certifications must be signed in the presence of a notary public.

PART II: VERIFYING FAMILY INFORMATION

7-II.A. VERIFICATION OF LEGAL IDENTITY

PHA Policy

The PHA will require families to furnish verification of legal identity for each household member.

Verification of Legal Identity for Adults	Verification of Legal Identity for Children
Certificate of birth, naturalization papers	Certificate of birth
Church issued baptismal certificate	Adoption papers
Current, valid driver's license or Department of Motor Vehicles identification card	Custody agreement Health and Human Services ID
U.S. military discharge (DD 214)	School records
U.S. passport	
Employer identification card	

If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

If none of these documents can be provided and at the PHA's discretion, a third party who knows the person may attest to the person's identity. The certification must be provided in a format acceptable to the PHA and be signed in the presence of a PHA representative or PHA notary public.

Legal identity will be verified on an as needed basis.

7-II.B. SOCIAL SECURITY NUMBERS [24 CFR 5.216 and HCV GB, p. 5-12]

For every family member age 6 or older, the family must provide documentation of a valid social security number (SSN), or a self-certification stating that no SSN has been issued. The self-certification must be executed personally by any family member 18 or older, or by a parent or guardian for a minor.

PHA Policy

The PHA will also accept the following documents as evidence if the SSN is provided on the document:

Driver's license

Other identification card issued by a federal, state, or local agency, a medical insurance company or provider, or employer or trade union

Payroll stubs

Benefit award letters from government agencies; retirement benefit letters; life insurance policies

Court records (real estate, tax notices, marriage and divorce, judgment or bankruptcy records)

If the family reports an SSN but cannot provide acceptable documentation of the number, the PHA will require a self-certification stating that documentation of the SSN cannot be provided at this time. The PHA will require documentation of the SSN within 60 calendar days from the date of the family member's self-certification mentioned above. If the family is an applicant, assistance cannot be provided until proper documentation of the SSN is provided.

PHA Policy

The PHA will instruct the family to obtain a duplicate card from the local Social Security Administration (SSA) office.

For individuals who are at least 62 years of age and are unable to submit the required documentation of their SSN within the initial 60-day period, the PHA will grant an additional 60 calendar days to provide documentation.

Social security numbers must be verified only once during continuously assisted occupancy.

If any family member obtains an SSN after admission to the program, the new SSN must be disclosed at the next regularly scheduled reexamination. In addition, if a child reaches the age of 6 and has no SSN, the parent or guardian must execute a self-certification stating that the child has no SSN at the next regularly scheduled reexamination.

The social security numbers of household members, such as live-in aids, must be verified for the purpose of conducting criminal background checks.

7-II.C. DOCUMENTATION OF AGE

A birth certificate or other official record of birth is the preferred form of age verification for all family members. For elderly family members an original document that provides evidence of the receipt of social security retirement benefits is acceptable.

PHA Policy

If an official record of birth or evidence of social security retirement benefits cannot be provided, the PHA will require the family to submit other documents that support the reported age of the family member (e.g., school records, driver's license if birth year is recorded) and to provide a self-certification.

Age must be verified only once during continuously assisted occupancy.

7-II.D. FAMILY RELATIONSHIPS

Applicants and program participants are required to identify the relationship of each household member to the head of household. Definitions of the primary household relationships are provided in the Eligibility chapter.

PHA Policy

Family relationships are verified only to the extent necessary to determine a family's eligibility and level of assistance.

The following verifications will always be required if applicable:

Verification of relationship:

Official identification showing names

Birth Certificates

Baptismal Certificates

Verification of guardianship:

Court-ordered assignment

Verification from social services agency stating the head of household receives benefits on behalf of a minor child.

Marriage

PHA Policy

Certification by the head of household is normally sufficient verification. If the PHA has reasonable doubts about a marital relationship, the PHA will require the family to document the marriage.

A marriage certificate generally is required to verify that a couple is married.

In the case of a common law marriage, the couple must demonstrate that they hold themselves to be married (e.g., by telling the community they are married, calling each other husband and wife, using the same last name, filing joint income tax returns).

Separation or Divorce

PHA Policy

Certification by the head of household is normally sufficient verification. If the PHA has reasonable doubts about a separation or divorce, the PHA will require the family to document the divorce, or separation.

A certified copy of a divorce decree, signed by a court officer, is required to document that a couple is divorced.

A copy of a court-ordered maintenance or other court record is required to document a separation.

If no court document is available, documentation from a community-based agency will be accepted.

Absence of Adult Member

PHA Policy

If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family.

This includes a submission of a certified statement that includes the following:

Name, full address, and phone number of family member who left the household

Date family member left the household

Documentation of another address at which the person resides (e.g., lease or utility bill)

(If the family does not know the new address of the absent family member, this must be noted in the certified statement.)

Foster Children and Foster Adults

PHA Policy

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

7-II.E. VERIFICATION OF STUDENT STATUS

General Requirements

PHA Policy

The PHA requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

The family reports full-time student status for an adult other than the head, spouse, or cohead.

The family reports childcare expenses to enable a family member to further his or her education.

The family includes a student enrolled in an institution of higher education.

Restrictions on Assistance to Students Enrolled in Institutions of Higher Education

This section applies only to students who are seeking assistance on their own, separately from their parents. It does not apply to students residing with parents who are seeking or receiving HCV assistance.

PHA Policy

In accordance with the verification hierarchy described in Section 7-1.B, the PHA will determine whether the student is exempt from the restrictions in 24 CFR 5.612 by verifying any one of the following exemption criteria:

The student is enrolled at an educational institution that does not meet the definition of *institution of higher education* in the Higher Education Act of 1965 (see Section Exhibit 3-2).

The student is at least 24 years old.

The student is a veteran, as defined in Section 3-II.E.

The student is married.

The student has at least one dependent child, as defined in Section 3-II.E.

If the PHA cannot verify at least one of these exemption criteria, the PHA will conclude that the student is subject to the restrictions on assistance at 24 CFR 5.612. In addition to verifying the student's income eligibility, the PHA will then proceed to verify either the student's parents' income eligibility (see Section 7-III.J) or the student's independence from his/her parents (see below).

Independent Student

PHA Policy

The PHA will verify a student's independence from his/her parents to determine that the student's parents' income is not relevant for determining the student's eligibility by doing all of the following:

Either reviewing and verifying previous address information to determine whether the student has established a household separate from his/her parents for at least one year or reviewing and verifying documentation relevant to determining whether the student meets the U.S. Department of Education's definition of *independent student* (see Section 3-II.E)

Reviewing prior year income tax returns to verify whether a parent has claimed the student as a dependent

Requesting and obtaining written certification directly from the student's parents identifying the amount of support they will be providing to the student, even if the amount of support is \$0.

7-II.F. DOCUMENTATION OF DISABILITY

The PHA must verify the existence of a disability in order to allow certain income disallowances and deductions from income. The PHA is not permitted to inquire about the nature or extent of a person's disability [24 CFR 100.202(c)]. The PHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the PHA receives a verification document that provides such information, the PHA will not place this information in the tenant file. Under no circumstances will the PHA request a participant's medical record(s). For more information on health care privacy laws, see the Department of Health and Human Services' website at www.os.dhhs.gov.

The above-cited regulation does not prohibit the following inquiries, provided these inquiries are made of all applicants, whether or not they are persons with disabilities [VG, p. 24]:

- Inquiry into an applicant's ability to meet the requirements of ownership or tenancy
- Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or to persons with a particular type of disability
- Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities or to persons with a particular type of disability
- Inquiring whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance
- Inquiring whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance

Family Members Receiving SSA Disability Benefits

Verification of the receipt of disability benefits from the Social Security Administration (SSA) is sufficient verification of disability for the purpose of qualifying for waiting list preferences (if applicable) or certain income disallowances and deductions [VG, p. 23].

PHA Policy

For family members claiming disability who receive disability benefits from the SSA, the PHA will attempt to obtain information about disability benefits through the HUD Enterprise Income Verification (EIV) system when it is available. If documentation from HUD's EIV System is not available, the PHA will request a current (dated within the last 60 days for applicants and 120 days for participants) SSA benefit verification letter from each family member claiming disability status. If the family is unable to provide the document(s), the PHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the applicant or participant receives the benefit verification letter they will be required to provide it to the PHA.

Family Members Not Receiving SSA Disability Benefits

Receipt of veteran's disability benefits, worker's compensation, or other non-SSA benefits based on the individual's claimed disability are not sufficient verification that the individual meets HUD's definition of disability in 24 CFR 5.603.

PHA Policy

For family members claiming disability who do not receive disability benefits from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability. See the Eligibility chapter for the HUD definition of disability. The knowledgeable professional will verify whether the family member does or does not meet the HUD definition.

7-II.G. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS [24 CFR 5.508]

Overview

Housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. Prorated assistance is provided for "mixed families" containing both eligible and ineligible persons. A detailed discussion of eligibility requirements is in the Eligibility chapter. This verifications chapter discusses HUD and PHA verification requirements related to citizenship status.

The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, an eligible noncitizen or an ineligible noncitizen and submit the documents discussed below for each family member. Once eligibility to receive assistance has been verified for an individual it need not be collected or verified again during continuously assisted occupancy. [24 CFR 5.508(g)(5)]

U.S. Citizens and Nationals

HUD requires a declaration for each family member who claims to be a U.S. citizen or national. The declaration must be signed personally by any family member 18 or older and by a guardian for minors.

The PHA may request verification of the declaration by requiring presentation of a birth certificate, United States passport or other appropriate documentation.

PHA Policy

Family members who claim U.S. citizenship or national status will not be required to provide additional documentation unless the PHA receives information indicating that an individual's declaration may not be accurate.

Eligible Immigrants

Documents Required

All family members claiming eligible immigration status must declare their status in the same manner as U.S. citizens and nationals.

The documentation required for eligible noncitizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance. Exhibit 7-2 at the end of this chapter summarizes documents family members must provide.

PHA Verification [HCV GB, pp. 5-3 and 5-7]

For family members age 62 or older that claim to be eligible immigrants, proof of age is required in the manner described in 7-II.C. of this plan. No further verification of eligible immigration status is required.

For family members under the age of 62 who claim to be eligible immigrants, the PHA must verify immigration status with the United States Citizenship and Immigration Services (USCIS).

The PHA will follow all USCIS protocols for verification of eligible immigration status.

7-II.H. VERIFICATION OF PREFERENCE STATUS

The PHA must verify any preferences claimed by an applicant.

PHA Policy

When the family is selected from the Waiting List for determination of eligibility, the family must prove that they qualified for the preference at the time of pre-application.

If the preference verification indicates that the applicant did not qualify for the preference, the applicant will be returned to the Waiting List without the local preference and given an opportunity for a meeting.

PART III: VERIFYING INCOME AND ASSETS

Chapter 6, Part I of this plan describes in detail the types of income that are included and excluded and how assets and income from assets are handled. Any assets and income reported by the family must be verified. This part provides PHA policies that supplement the general verification procedures specified in Part I of this chapter.

7-III.A. EARNED INCOME

Tips

PHA Policy

Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year.

7-III.B. BUSINESS AND SELF-EMPLOYMENT INCOME

PHA Policy

Business owners and self-employed persons will be required to provide:

An audited financial statement for the previous fiscal year if an audit was conducted. If an audit was not conducted, a statement of income and expenses must be submitted and the business owner or self-employed person must certify to its accuracy.

All schedules completed for filing federal and local taxes in the preceding year.

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

The PHA will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations.

At any reexamination the PHA may request documents that support submitted financial statements such as manifests, appointment books, cashbooks, or bank statements.

If a family member has been self-employed less than three (3) months, the PHA will accept the family member's certified estimate of income and schedule an interim reexamination in three (3) months. If the family member has been self-employed for three (3) to twelve (12) months the PHA will require the family to provide documentation of income and expenses for this period and use that information to project income.

7-III.C. PERIODIC PAYMENTS AND PAYMENTS IN LIEU OF EARNINGS

Social Security/SSI Benefits

PHA Policy

To verify the SS/SSI benefits of applicants, the PHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member that receives social security benefits. If the family is unable to provide the document(s), the PHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the applicant has received the benefit verification letter they will be required to provide it to the PHA.

To verify the SS/SSI benefits of participants, the PHA will obtain information about social security/SSI benefits through the HUD EIV System. If benefit information is not available in HUD systems, the PHA will request a current SSA benefit verification letter from each family member that receives social security benefits. If the family is unable to provide the document(s) the PHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the participant has received the benefit verification letter they will be required to provide it to the PHA.

7-III.D. ALIMONY OR CHILD SUPPORT

PHA Policy

The way the PHA will seek verification for alimony and child support differs depending on whether the family declares that it receives regular payments.

If the family declares that it *receives regular payments*, verification will be sought in the following order.

If payments are made through a state or local entity, the PHA will request a record of payments for the past 12 months and request that the entity disclose any known information about the likelihood of future payments.

Third-party verification from the person paying the support

Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules

Copy of the latest check and/or payment stubs

Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

If the family declares that it *receives irregular or no payments*, in addition to the verification process listed above, the family must provide evidence that it has taken all reasonable efforts to collect amounts due. This may include:

A statement from any agency responsible for enforcing payment that shows the family has requested enforcement and is cooperating with all enforcement efforts

If the family has made independent efforts at collection, a written statement from the attorney or other collection entity that has assisted the family in these efforts

Note: Families are not required to undertake independent enforcement action.

7-III.E. ASSETS AND INCOME FROM ASSETS

Assets Disposed of for Less than Fair Market Value

The family must certify whether any assets have been disposed of for less than fair market value in the preceding two years. The PHA needs to verify only those certifications that warrant documentation [HCV GB, p. 5-28].

PHA Policy

The PHA will verify the value of assets disposed of only if:

The PHA does not already have a reasonable estimation of its value from previously collected information, or

The amount reported by the family in the certification appears obviously in error.

Example 1: An elderly participant reported a \$10,000 certificate of deposit at the last annual reexamination and the PHA verified this amount. Now the person reports that she has given this \$10,000 to her son. The PHA has a reasonable estimate of the value of the asset; therefore, reverification of the value of the asset is not necessary.

Example 2: A family member has disposed of its 1/4 share of real property located in a desirable area and has valued her share at approximately 5,000. Based upon market conditions, this declaration does not seem realistic. Therefore, the PHA will verify the value of this asset.

7-III.F. NET INCOME FROM RENTAL PROPERTY

PHA Policy

The family must provide:

A current executed lease for the property that shows the rental amount or certification from the current tenant

A self-certification from the family members engaged in the rental of property providing an estimate of expenses for the coming year and the most recent IRS Form 1040 with Schedule E (Rental Income). If schedule E was not prepared, the PHA will require the family members involved in the rental of property to provide a self-certification of income and expenses for the previous year and may request documentation to support the statement including: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

7-III.G. RETIREMENT ACCOUNTS

PHA Policy

When third-party verification is not available the type of original document that will be accepted depends upon the family member's retirement status.

Before retirement, the PHA will accept an original document from the entity holding the account with a date that shows it is the most recently scheduled statement for the account but in no case earlier than 6 months from the effective date of the examination.

Upon retirement, the PHA will accept an original document from the entity holding the account that reflects any distributions of the account balance, any lump sums taken and any regular payments.

After retirement, the PHA will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken and any regular payments.

7-III.H. INCOME FROM EXCLUDED SOURCES

A detailed discussion of excluded income is provided in Chapter 6, Part I.

The PHA must obtain verification for income exclusions only if, without verification, the PHA would not be able to determine whether the income is to be excluded. For example: If a family's 16 year old has a job at a fast food restaurant, the PHA will confirm that PHA records verify the child's age but will not send a verification request to the restaurant. However, if a family claims the earned income disallowance for a source of income, both the source and the income must be verified.

PHA Policy

The PHA will reconcile differences in amounts reported by the third party and the family only when the excluded amount is used to calculate the family share (as is the case with the earned income disallowance). In all other cases, the PHA will report the amount to be excluded as indicated on documents provided by the family.

7-III.I. ZERO ANNUAL INCOME STATUS

PHA Policy

The PHA will check UIV sources and/or request information from third-party sources to verify that certain forms of income such as unemployment benefits, TANF, SSI, etc., are not being received by families claiming to have zero annual income.

7-III.J. STUDENT FINANCIAL ASSISTANCE

Any financial assistance, in excess of amounts received for tuition, that a person attending an institution of higher education receives under the Higher Education Act of 1965, from private sources, or from an institution of higher education must be considered income unless the student is over the age of 23 with dependent children or is residing with parents who are seeking or receiving HCV assistance [24 CFR 5.609(b)(9) and FR 4/10/06].

For students over the age of 23 with dependent children or students residing with parents who are seeking or receiving HCV assistance, the full amount of student financial assistance is excluded from annual income [24 CFR 5.609(c)(6)]. The full amount of student financial assistance is also excluded for students attending schools that do not qualify as institutions of higher education (as defined in Exhibit 3-2). Excluded amounts are verified only if, without verification, the PHA would not be able to determine whether or to what extent the income is to be excluded (see Section 7-III.H).

PHA Policy

For a student subject to having a portion of his/her student financial assistance included in annual income in accordance with 24 CFR 5.609(b)(9), the PHA will request third-party written verification of both the source and the amount from the educational institution attended by the student as well as from any other person or entity providing such assistance, as reported by the student.

In addition, the PHA will request written verification from the institution of higher education regarding the student's tuition amount.

If the PHA is unable to obtain third-party written verification of the requested information, the PHA will pursue other forms of verification following the verification hierarchy in Section 7-I.B.

7-III.K. PARENTAL INCOME OF STUDENTS SUBJECT TO ELIGIBILITY RESTRICTIONS

If a student enrolled at an institution of higher education is under the age of 24, is not a veteran, is not married, and does not have a dependent child, the income of the student's parents must be considered when determining income eligibility, unless the student is determined independent from his or her parents in accordance with PHA policy [24 CFR 5.612 and FR 4/10/06, p. 18146].

This provision does not apply to students residing with parents who are seeking or receiving HCV assistance. It is limited to students who are seeking or receiving assistance on their own, separately from their parents.

PHA Policy

If the PHA is required to determine the income eligibility of a student's parents, the PHA will request an income declaration and certification of income from the appropriate parent(s) (as determined in Section 3-II.E). The PHA will send the request directly to the parents, who will be required to certify to their income under penalty of perjury. The parents will be required to submit the information directly to the PHA. The required information must be submitted (postmarked) within 10 business days of the date of the PHA's request or within any extended timeframe approved by the PHA.

The PHA reserves the right to request and review supporting documentation at any time if it questions the declaration or certification. Supporting documentation may include, but is not limited to, Internal Revenue Service (IRS) tax returns, consecutive and original pay stubs, bank statements, pension benefit statements, benefit award letters, and other official and authentic documents from a federal, state, or local agency.

PART IV: VERIFYING MANDATORY DEDUCTIONS

7-IV.A. DEPENDENT AND ELDERLY/DISABLED HOUSEHOLD DEDUCTIONS

The dependent and elderly/disabled family deductions require only that the PHA verify that the family members identified as dependents or elderly/disabled persons meet the statutory definitions. No further verifications are required.

Dependent Deduction

See Chapter 6 (6-II.B.) for a full discussion of this deduction. The PHA must verify that:

- Any person under the age of 18 for whom the dependent deduction is claimed is not the head, spouse, or cohead of the family and is not a foster child
- Any person age 18 or older for whom the dependent deduction is claimed is not a foster adult or live-in aide, and is a person with a disability or a full time student

Elderly/Disabled Family Deduction

See Eligibility chapter for a definition of elderly and disabled families and Chapter 6 (6-II.C.) for a discussion of the deduction. The PHA must verify that the head, spouse, or cohead is 62 years of age or older or a person with disabilities.

7-IV.B. MEDICAL EXPENSE DEDUCTION

Policies related to medical expenses are found in 6-II.D. The amount of the deduction will be verified following the standard verification procedures described in Part I.

Amount of Expense

PHA Policy

The PHA will provide a third-party verification form directly to the medical provider requesting the needed information.

Medical expenses will be verified through:

Third-party verification form signed by the provider, when possible

If third party is not possible, copies of cancelled checks used to make medical expense payments and/or printouts or receipts from the source will be used. In this case the PHA will make a best effort to determine what expenses from the past are likely to continue to occur in the future. The PHA will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.

If third-party or document review is not possible, written family certification as to costs anticipated to be incurred during the upcoming 12 months

In addition, the PHA must verify that:

- The household is eligible for the deduction.
- The costs to be deducted are qualified medical expenses.
- The expenses are not paid for or reimbursed by any other source.

• Costs incurred in past years are counted only once.

Eligible Household

The medical expense deduction is permitted only for households in which the head, spouse, or cohead is at least 62, or a person with disabilities. The PHA must verify that the family meets the definition of an elderly or disabled family provided in the Eligibility chapter and as described in Chapter 7 (7-IV.A.) of this plan.

Qualified Expenses

To be eligible for the medical expenses deduction, the costs must qualify as medical expenses. See Chapter 6 (6-II.D.) for the PHA's policy on what counts as a medical expense.

Unreimbursed Expenses

To be eligible for the medical expenses deduction, the costs must not be reimbursed by another source.

PHA Policy

The family will be required to certify that the medical expenses are not paid or reimbursed to the family from any source.

Expenses Incurred in Past Years

PHA Policy

When anticipated costs are related to on-going payment of medical bills incurred in past years, the PHA will verify:

The anticipated repayment schedule

The amounts paid in the past, and

Whether the amounts to be repaid have been deducted from the family's annual income in past years

7-IV.C. DISABILITY ASSISTANCE EXPENSES

Policies related to disability assistance expenses are found in 6-II.E. The amount of the deduction will be verified following the standard verification procedures described in Part I.

Amount of Expense

Attendant Care

PHA Policy

The PHA will provide a third-party verification form directly to the care provider requesting the needed information.

Expenses for attendant care will be verified through:

Third-party verification form signed by the provider, when possible

If third-party is not possible, copies of cancelled checks used to make attendant care payments and/or receipts from care source

If third-party or document review is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months

Auxiliary Apparatus

PHA Policy

Expenses for auxiliary apparatus will be verified through:

Third-party verification of anticipated purchase costs of auxiliary apparatus

If third-party is not possible, billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months

If third-party or document review is not possible, written family certification of estimated apparatus costs for the upcoming 12 months

In addition, the PHA must verify that:

- The family member for whom the expense is incurred is a person with disabilities (as described in 7-II.F above).
- The expense permits a family member, or members, to work (as described in 6-II.E.).
- The expense is not reimbursed from another source (as described in 6-II.E.).

Family Member is a Person with Disabilities

To be eligible for the disability assistance expense deduction, the costs must be incurred for attendant care or auxiliary apparatus expense associated with a person with disabilities. The PHA will verify that the expense is incurred for a person with disabilities (See 7-II.F.).

Family Member(s) Permitted to Work

The PHA must verify that the expenses claimed actually enable a family member, or members, (including the person with disabilities) to work.

PHA Policy

The PHA will seek third-party verification from a Rehabilitation Agency or knowledgeable medical professional indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member, or members, to work (See 6-II.E.).

If third-party and document review verification has been attempted and is either unavailable or proves unsuccessful, the family must certify that the disability assistance expense frees a family member, or members (possibly including the family member receiving the assistance), to work.

Unreimbursed Expenses

To be eligible for the disability expenses deduction, the costs must not be reimbursed by another source.

PHA Policy

An attendant care provider will be asked to certify that, to the best of the provider's knowledge, the expenses are not paid by or reimbursed to the family from any source.

The family will be required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

7-IV.D. CHILD CARE EXPENSES

Policies related to childcare expenses are found in Chapter 6 (6-II.F). The amount of the deduction will be verified following the standard verification procedures described in Part I of this chapter. In addition, the PHA must verify that:

- The child is eligible for care.
- The costs claimed are not reimbursed.
- The costs enable a family member to pursue an eligible activity.
- The costs are for an allowable type of childcare.
- The costs are reasonable.

Eligible Child

To be eligible for the childcare deduction, the costs must be incurred for the care of a child under the age of 13. The PHA will verify that the child being cared for (including foster children) is under the age of 13 (See 7-II.C.).

Unreimbursed Expense

To be eligible for the childcare deduction, the costs must not be reimbursed by another source.

PHA Policy

The childcare provider will be asked to certify that, to the best of the provider's knowledge, the childcare expenses are not paid by or reimbursed to the family from any source.

The family will be required to certify that the childcare expenses are not paid by or reimbursed to the family from any source.

Pursuing an Eligible Activity

The PHA must verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities.

PHA Policy

Information to be Gathered

The PHA will verify information about how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the time required for study (for students), the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

Seeking Work

Whenever possible the PHA will use documentation from a state or local agency that monitors work-related requirements (e.g., welfare or unemployment). In such cases the PHA will request verification from the agency of the member's job seeking efforts to date and require the family to submit to the PHA any reports provided to the other agency.

In the event third-party verification is not available, the PHA will provide the family with a form on which the family member must record job search efforts. The PHA will review this information at each subsequent reexamination for which this deduction is claimed.

Furthering Education

The PHA will ask that the academic or vocational educational institution verify that the person permitted to further his or her education by the childcare is enrolled and provide information about the timing of classes for which the person is registered.

Gainful Employment

The PHA will seek verification from the employer of the work schedule of the person who is permitted to work by the childcare. In cases in which two or more family members could be permitted to work, the work schedules for all relevant family members may be verified.

Allowable Type of Child Care

The type of care to be provided is determined by the family, but must fall within certain guidelines, as discussed in Chapter 6.

PHA Policy

The PHA will verify that the type of childcare selected by the family is allowable, as described in Chapter 6 (6-II.F).

The PHA will verify that the fees paid to the childcare provider cover only childcare costs (e.g., no housekeeping services or personal services) and are paid only for the care of an eligible child (e.g., prorate costs if some of the care is provided for ineligible family members).

The PHA will verify that the childcare provider is not an assisted family member. Verification will be made through the head of household's declaration of family members who are expected to reside in the unit.

Reasonableness of Expenses

Only reasonable childcare costs can be deducted.

PHA Policy

The actual costs the family incurs will be compared with the PHA's established standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable.

If the family presents a justification for costs that exceed typical costs in the area, the PHA will request additional documentation, as required, to support a determination that the higher cost is appropriate.

EXHIBIT 7-1: EXCERPT FROM HUD VERIFICATION GUIDANCE NOTICE (PIH 2004-01, pp. 11-14)

Upfront (UIV)	Highest (Highly Recommended, highest level of third party verification)
Written 3 rd Party	High (Mandatory if upfront income verification is not available or if UIV data
	differs substantially from tenant-reported information)
Oral 3 rd Party	Medium (Mandatory if written third party verification is not available)
Document Review	Medium-Low (Use on provisional basis)
Tenant Declaration	Low (Use as a last resort)

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
Wages/Salaries	Use of computer matching agreements with a State Wage Information Collection Agency (SWICA) to obtain wage information electronically, by mail or fax or in person. Agreements with private vendor agencies, such as The Work Number or ChoicePoint to obtain wage and salary information. Use of HUD systems, when available.	The PHA mails, faxes, or e-mails a verification form directly to the independent sources to obtain wage information. The PHA may have the tenant sign a Request for Earnings Statement from the SSA to confirm past earnings. The PHA mails the form to SSA and the statement will be sent to the address the PHA specifies on the form.	In the event the independent source does not respond to the PHA's written request for information, the PHA may contact the independent source by phone or make an in person visit to obtain the requested information.	When neither form of third party verification can be obtained, the PHA may accept original documents such as consecutive pay stubs (HUD recommends the PHA review at least three months of pay stubs, if employed by the same employer for three months or more), W-2 forms, etc. from the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares the family's total annual income from earnings. Note: The PHA must document in the tenant file, the reason third party verification was not available.

Verification of Employment Income: The PHA should always obtain as much information as possible about the employment, such as start date (new employment), termination date (previous employment), pay frequency, pay rate, anticipated pay increases in the next twelve months, year-to-date earnings, bonuses, overtime, company name, address and telephone number, name and position of the person completing the employment verification form.

Effective Date of Employment: The PHA should always confirm start and termination dates of employment.

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
Self- Employment	Not Available	The PHA mails or faxes a verification form directly to sources identified by the family to obtain income information.	The PHA may call the source to obtain income information.	The PHA may accept any documents (i.e. tax returns, invoices and letters from customers) provided by the tenant to verify self-employment income. Note: The PHA must document in the tenant file, the reason third party verification was not obtained.	The PHA may accept a notarized statement or affidavit from the tenant that declares the family's total annual income from self-employment. Note: The PHA must document in the tenant file, the reason third party verification was not available.
employment inco declaration that i	ome. When third party vincludes a perjury staten	verification is not ava nent.	a challenge for PHAs to ailable, the PHA should	always request a not	arized tenant
Social Security Benefits	Use of HUD Tenant Assessment System (TASS) to obtain current benefit history and discrepancy reports.	The PHA mails or faxes a verification form directly to the local SSA office to obtain social security benefit information. (Not Available in some areas because SSA makes this data available through TASS. SSA encourages PHAs to use TASS.)	The PHA may call SSA, with the tenant on the line, to obtain current benefit amount. (Not Available in some areas because SSA makes this data available through TASS. SSA encourages PHAs to use TASS.)	The PHA may accept an original SSA Notice from the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly social security benefits. Note: The PHA must document in the tenant file, the reason third party verification was not available.
Welfare Benefits	Use of computer matching agreements with the local Social Services Agency to obtain current benefit amount electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the local Social Services Agency to obtain welfare benefit information.	The PHA may call the local Social Services Agency to obtain current benefit amount.	The PHA may review an original award notice or printout from the local Social Services Agency provided by the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly welfare benefits. Note: The PHA must document in the tenant file, the reason third party verification was not available.

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
Child Support	Use of agreement with the local Child Support Enforcement Agency to obtain current child support amount and payment status electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.	The PHA may call the local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.	The PHA may review an original court order, notice or printout from the local Child Support Enforcement Agency provided by the tenant to verify current child support amount and payment status. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares current child support amount and payment status. Note: The PHA must document in the tenant file, the reason third party verification was not available.
Unemployment Benefits	Use of computer matching agreements with a State Wage Information Collection Agency to obtain unemployment compensation electronically, by mail or fax or in person. Use of HUD systems, when available.	The PHA mails, faxes, or e-mails a verification form directly to the State Wage Information Collection Agency to obtain unemployment compensation information.	The PHA may call the State Wage Information Collection Agency to obtain current benefit amount.	The PHA may review an original benefit notice or unemployment check stub, or printout from the local State Wage Information Collection Agency provided by the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares unemployment benefits. Note: The PHA must document in the tenant file, the reason third party verification was not available.
Pensions	Use of computer matching agreements with a Federal, State, or Local Government Agency to obtain pension information electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the pension provider to obtain pension information.	The PHA may call the pension provider to obtain current benefit amount.	The PHA may review an original benefit notice from the pension provider provided by the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly pension amounts. Note: The PHA must document in the tenant file, the reason third party verification was not available.

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
Assets	Use of cooperative agreements with sources to obtain asset and asset income information electronically, by mail or fax or in person.	The PHA mails, faxes, or emails a verification form directly to the source to obtain asset and asset income information.	The PHA may call the source to obtain asset and asset income information.	The PHA may review original documents provided by the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares assets and asset income. Note: The PHA must document in the tenant file, the reason third party verification was not available.
Comments	Whenever HUD makes available wage, unemployment, and SSA information, the PHA should use the information as part of the reexamination process. Failure to do so may result in disallowed costs during a RIM review.	Note: The independent source completes the form and returns the form directly to the PHA. Agency. The tenant should not hand carry documents to or from the independent source.	The PHA should document in the tenant file, the date and time of the telephone call or in person visit, along with the name and title of the person that verified the current income amount.		The PHA should use this verification method as a last resort, when all other verification methods are not possible or have been unsuccessful. Notarized statement should include a perjury penalty statement.

Note: The PHA must not pass verification costs along to the participant.

Note: In cases where the PHA cannot reliably project annual income, the PHA may elect to complete regular interim reexaminations (this policy should be apart of the PHA's written policies.)

EXHIBIT 7-2: SUMMARY OF DOCUMENTATION REQUIREMENTS FOR NONCITIZENS [HCV GB, pp. 5-9 and 5-10]

- **All** noncitizens claiming eligible status must sign a declaration of eligible immigrant status on a form acceptable to the PHA.
- Except for persons 62 or older, all noncitizens must sign a verification consent form
- Additional documents are required based upon the person's status.

Elderly Noncitizens

 A person 62 years of age or older who claims eligible immigration status also must provide proof of age such as birth certificate, passport, or documents showing receipt of SS old-age benefits.

All other Noncitizens

- Noncitizens that claim eligible immigration status also must present the applicable USCIS document. Acceptable USCIS documents are listed below.
- Form I-551 Alien Registration Receipt Card (for permanent resident aliens)
- Form I-94 Arrival-Departure Record annotated with one of the following:
 - "Admitted as a Refugee Pursuant to Section 207"
 - "Section 208" or "Asylum"
 - "Section 243(h)" or "Deportation stayed by Attorney General"
 - "Paroled Pursuant to Section 221 (d)(5) of the USCIS"

- Form I-94 Arrival-Departure Record with no annotation accompanied by:
 - A final court decision granting asylum (but only if no appeal is taken);
 - A letter from a USCIS asylum officer granting asylum (if application is filed on or after 10/1/90) or from a USCIS district director granting asylum (application filed before 10/1/90);
 - A court decision granting withholding of deportation; or
 - A letter from an asylum officer granting withholding or deportation (if application filed on or after 10/1/90).
- Form I-688 Temporary Resident Card annotated "Section 245A" or Section 210".

Form I-688B Employment Authorization Card annotated "Provision of Law 274a. 12(11)" or "Provision of Law 274a.12".

- A receipt issued by the USCIS indicating that an application for issuance of a replacement document in one of the above listed categories has been made and the applicant's entitlement to the document has been verified; or
- Other acceptable evidence. If other documents are determined by the USCIS to constitute
 acceptable evidence of eligible immigration status, they will be announced by notice
 published in the Federal Register

Chapter 8

HOUSING QUALITY STANDARDS AND RENT REASONABLENESS DETERMINATIONS

[24 CFR 982 Subpart I and 24 CFR 982.507]

INTRODUCTION

HUD requires that all units occupied by families receiving Housing Choice Voucher (HCV) assistance meet HUD's Housing Quality Standards (HQS) and permits the PHA to establish additional requirements. The use of the term "HQS" in this plan refers to the combination of both HUD and PHA-established requirements. HQS inspections are required before the Housing Assistance Payments (HAP) Contract is signed and at least annually during the term of the contract.

HUD also requires PHAs to determine that units rented by families assisted under the HCV program have rents that are reasonable when compared to comparable unassisted units in the market area.

This chapter explains HUD and PHA requirements related to housing quality and rent reasonableness as follows:

<u>Part I. Physical Standards</u>. This part discusses the physical standards required of units occupied by HCV-assisted families and identifies decisions about the acceptability of the unit that may be made by the family based upon the family's preference. It also identifies life-threatening conditions that must be addressed on an expedited basis.

<u>Part II. The Inspection Process</u>. This part describes the types of inspections the PHA will make and the steps that will be taken when units do not meet HQS.

<u>Part III. Rent Reasonableness Determinations</u>. This part discusses the policies the PHA will use to make rent reasonableness determinations.

Special HQS requirements for homeownership, manufactured homes, and other special housing types are discussed in Chapter 15 to the extent that they apply in this jurisdiction.

PART I: PHYSICAL STANDARDS

8.I.A. GENERAL HUD REQUIREMENTS

HUD Performance and Acceptability Standards

HUD's performance and acceptability standards for HCV-assisted housing are provided in 24 CFR 982.401. These standards cover the following areas:

- Sanitary facilities
- Food preparation and refuse disposal
- Space and Security
- Thermal Environment
- Illumination and electricity
- Structure and materials
- Interior Air Quality
- Water Supply
- Lead-based paint
- Access
- Site and neighborhood
- Sanitary condition
- Smoke Detectors

A summary of HUD performance criteria is provided in Attachment 8-1. Additional guidance on these requirements is found in the following HUD resources:

- Housing Choice Voucher Guidebook, Chapter 10.
- HUD Housing Inspection Manual for Section 8 Housing
- HUD Inspection Form, form HUD-52580 (3/01) and Inspection Checklist, form HUD-52580-A (9/00)
- HUD Notice 2003-31, Accessibility Notice: Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 and the Fair Housing Act of 1988.

Tenant Preference Items

HUD requires the PHA to enforce minimum HQS but also requires that certain judgments about acceptability be left to the family. For example, the PHA must ensure that the unit contains the required sanitary facilities, but the family decides whether the cosmetic condition of the facilities is acceptable. Attachment 8-2 summarizes those items that are considered tenant preferences.

Modifications to Provide Accessibility

Under the Fair Housing Act of 1988 an owner must not refuse the request of a family that contains a person with a disability to make necessary and reasonable modifications to the unit. Such modifications are at the family's expense. The owner may require restoration of the unit to its original condition if the modification would interfere with the owner or next occupant's full enjoyment of the premises. The owner may not increase a customarily required security deposit. However, the landlord may negotiate a restoration agreement that requires the family to restore the unit and, if necessary to ensure the likelihood of restoration, may require the tenant to pay a reasonable amount into an interest bearing escrow account over a reasonable period of time. The interest in any such account accrues to the benefit of the tenant. The owner may also require reasonable assurances that the quality of the work will be acceptable and that any required building permits will be obtained. [24 CFR 100.203; Notice 2003-31].

Modifications to units to provide access for a person with a disability must meet all applicable HQS requirements and conform to the design, construction, or alteration of facilities contained in the UFAS and the ADA Accessibility Guidelines (ADAAG) [28 CFR 35.151(c) and Notice 2003-31] See Chapter 2 of this plan for additional information on reasonable accommodations for persons with disabilities.

8.I.B. ADDITIONAL LOCAL REQUIREMENTS

The PHA may impose additional quality standards as long as the additional criteria are not likely to adversely affect the health or safety of participant families or severely restrict housing choice. HUD approval is required if more stringent standards are imposed. HUD approval is not required if the PHA additions are clarifications of HUD's acceptability criteria or performance standards [24 CFR 982.401(a)(4)].

Occupancy Standards

PHA Policy

Voucher Size	Persons in Household (Minimum – Maximum)		
1 Bedroom	1-2		
2 Bedrooms	2-4		
3 Bedrooms	3-6		
4 Bedrooms	4-8		
5 Bedrooms	6-10		

Thermal Environment [HCV GB p.10-7]

The PHA must define a "healthy living environment" for the local climate. This may be done by establishing a temperature that the heating system must be capable of maintaining, that is appropriate for the local climate.

PHA Policy

The heating system must be capable of maintaining an interior temperature of 65 degrees Fahrenheit between October 1 and March 31. Owners of units in non-compliance during this period will be given 24 hours to provide safe and adequate heating equipment.

Clarifications of HUD Requirements

PHA Policy

As permitted by HUD, the PHA has adopted the following specific requirements that elaborate on HUD standards.

Additions

Walls:

In areas where plaster or drywall is sagging, severely cracked or otherwise damaged, it must be repaired or replaced.

Any exterior or interior surfaces with peeling or chipping paint must be scraped and painted with two coats of unleaded paint or other suitable material.

Windows:

All window sashes must be in good condition, solid and intact, and fit properly in the window frame. Damaged or deteriorated sashes must be replaced.

Windows must be weatherstripped as needed to ensure a watertight seal.

Window screens must be in good condition (applies only if screens are present).

Any room for sleeping must have a window.

Doors:

All exterior doors must be weather-tight to avoid any air or water infiltration, be lockable, have no holes, have all trim intact, and have a threshold.

All exterior doors must meet the Texas Security Device Code.

Floors:

All wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be resecured and made level. If they cannot be leveled, they must be replaced.

All floors must be in a finished state (no plywood).

Security:

If window security bars or security screens are present on emergency exit window, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

Bedrooms:

Bedrooms in basements or attics are not allowed unless they meet local code requirements and must have adequate ventilation and emergency exit capability.

Minimum bedroom ceiling height is 7'6" or local code, whichever is greater. Sloping ceilings may not slope to lower than five feet in the 70 square foot area.

Modifications

Modifications or adaptations to a unit due to a disability must meet all applicable HQS and building codes.

Extension for repair items not required by HQS will be granted for modifications/adaptations to the unit if agreed to by the tenant and landlord. PHA will allow execution of the HAP contract if unit meets all requirements and the modifications do not affect the livability of the unit.

8.I.C. LIFE THREATENING CONDITIONS [24 CFR 982.404(a)]

HUD requires the PHA to define life-threatening conditions and to notify the owner or the family (whichever is responsible) of the corrections required. The responsible party must correct life-threatening conditions within 24 hours of PHA notification.

PHA Policy

The following are considered life-threatening conditions:

- Lack of security for the unit
- Waterlogged ceiling in imminent danger of falling
- Major plumbing leaks, flooding or sewer back ups.
- Natural gas leak or fumes
- Electrical problem which could result in shock or fire
- Functional heating equipment is required between October 1st and March 31st.
- · Obstacle which prevents tenant's exit
- Inoperable or missing smoke detectors

The inspector will make every effort to notify owners of emergency violations. Follow-up inspections will be conducted within 24 hours. If the 24 hour period falls on a Saturday, Sunday, or holiday, the follow-up inspection will be conducted on the next business day.

If an owner fails to correct life-threatening conditions as required by the PHA, the HAP contract will be terminated. See 8-II-G.

If a family fails to correct a family caused life-threatening condition as required by the PHA, the PHA may terminate the family's assistance. See 8-II.H.

The owner will be required to repair an inoperable smoke detector unless the PHA determines that the family has intentionally disconnected it (by removing batteries or other means). In this case, the family will be required to repair the smoke detector within 24 hours.

8-I.D. OWNER AND FAMILY RESPONSIBILITIES [24 CFR 982.404]

Family Responsibilities

The family is responsible for correcting the following HQS deficiencies:

- Tenant-paid utilities not in service
- Failure to provide or maintain family-supplied appliances
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. "Normal wear and tear" is defined as items, which could not be charged against the tenant's security deposit under state law or court practice.

Owner Responsibilities

The owner is responsible for all HQS violations not listed as a family responsibility above, even if the violation is caused by the family's living habits (e.g., vermin infestation). However, if the family's actions constitute a serious or repeated lease violation the owner may take legal action to evict the family.

8-I-E. SPECIAL REQUIREMENTS FOR CHILDREN WITH ENVIRONMENTAL INTERVENTION BLOOD LEAD LEVEL [24 CFR 35.1225]

If a PHA is notified by a public health department or other medical health care provider, or verifies information from a source other than a public health department or medical health care provider, that a child of less than 6 years of age, living in an HCV-assisted unit has been identified as having an environmental intervention blood lead level, the PHA must complete a risk assessment of the dwelling unit. The risk assessment must be completed in accordance with program requirements, and the result of the risk assessment must be immediately provided to the owner of the dwelling unit. In cases where the public health department has already completed an evaluation of the unit, this information must be provided to the owner.

Within 30 days after receiving the risk assessment report from the PHA, or the evaluation from the public health department, the owner is required to complete the reduction of identified lead-based paint hazards in accordance with the lead-based paint regulations [24 CFR 35.1325 and 35.1330]. If the owner does not complete the "hazard reduction" as required, the dwelling unit is in violation of HQS and the PHA will take action in accordance with Section 8-II.G.

PHA reporting requirements, and data collection and record keeping responsibilities related to children with an environmental intervention blood lead level are discussed in Chapter 16.

8-I-F. VIOLATION OF HQS SPACE STANDARDS [24 CFR 982.403]

If the PHA determines that a unit does not meet the HQS space standards because of an increase in family size or a change in family composition, the PHA must issue the family a new voucher, and the family and PHA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, the PHA must terminate the HAP contract in accordance with its terms.

PART II: THE INSPECTION PROCESS

8-II.A. OVERVIEW [24 CFR 982.405]

Types of Inspections

The PHA conducts the following types of inspections as needed. Each type of inspection is discussed in the paragraphs that follow.

- *Initial Inspections*. The PHA conducts initial inspections in response to a request from the family to approve a unit for participation in the HCV program. The unit must pass the HQS inspection before the effective date of the HAP Contract.
- Annual Inspections. HUD requires the PHA to inspect each unit under lease at least annually
 to confirm that the unit still meets HQS. The inspection may be conducted in conjunction
 with the family's annual reexamination but also may be conducted separately.
- *Special Inspections.* A special inspection may be requested by the owner, the family, or a third party as a result of problems identified with a unit between annual inspections.
- *Quality Control Inspections.* HUD requires that a sample of units be reinspected by a supervisor or other qualified individual to ensure that HQS are being enforced correctly and uniformly by all inspectors.

Inspection of PHA-owned Units [24 CFR 982.352(b)]

The PHA must obtain the services of an independent entity to perform all HQS inspections in cases where an HCV family is receiving assistance in a PHA-owned unit. A PHA-owned unit is defined as a unit that is owned by the PHA that administers the assistance under the consolidated ACC (including a unit owned by an entity substantially controlled by the PHA). The independent agency must communicate the results of each inspection to the family and the PHA. The independent agency must be approved by HUD, and may be the unit of general local government for the PHA jurisdiction (unless the PHA is itself the unit of general local government or an agency of such government).

Inspection Costs

The PHA may not charge the family or owner for unit inspections [24 CFR 982.405(e)]. In the case of inspections of PHA-owned units, the PHA may compensate the independent agency from ongoing administrative fee for inspections performed. The PHA and the independent agency may not charge the family any fee or charge for the inspection [24 CFR.982.352(b)].

Notice and Scheduling

The family must allow the PHA to inspect the unit at reasonable times with reasonable notice [24 CFR 982.551(d)].

PHA Policy

Both the family and the owner will be given reasonable notice of all inspections. Except in the case of a life-threatening emergency, reasonable notice is considered to be not less than 48 hours. Inspections may be scheduled between 8:00 a.m. and 7:00 p.m. Generally inspections will be conducted on business days only. In the case of a life-threatening emergency, the PHA will give as much notice as possible, given the nature of the emergency.

Owner and Family Inspection Attendance

HUD permits the PHA to set policy regarding family and owner presence at the time of inspection [HCV GB p. 10-27].

PHA Policy

When a family occupies the unit at the time of inspection an adult, age 18 or over, must be present for the inspection. At the inspector's discretion, the family's representative may be asked to provide proof of identification.

The presence of the owner or the owner's representative is encouraged but is not required.

At initial inspection of a vacant unit, the PHA will inspect the unit in the presence of the owner, owner's representative or with lockbox access. The presence of a family representative is permitted, but is not required.

8-II.B. INITIAL HQS INSPECTION [24 CFR 982.405(a)]

Timing of Initial Inspections

HUD requires the unit to pass HQS before the effective date of the lease and HAP Contract. HUD requires PHAs with fewer than 1,250 budgeted units to complete the initial inspection, determine whether the unit satisfies HQS, and notify the owner and the family of the determination within 15 days of submission of the Request for Tenancy Approval (RTA). For PHAs with 1,250 or more budgeted units, to the extent practicable such inspection and determination must be completed within 15 days. The 15-day period is suspended for any period during which the unit is not available for inspection [982.305(b)(2)].

PHA Policy

The PHA will complete the initial inspection within 2 business days (if owner advises unit is ready), determine whether the unit satisfies HQS, and notify the owner and the family of the determination within 10 business days of submission of the Request for Tenancy Approval (RTA).

Inspection Results and Reinspections

PHA Policy

If any HQS violations are identified, the owner will be notified of the deficiencies and be given a time frame to correct them. If requested by the owner, the time frame for correcting the deficiencies may be extended by the PHA for good cause. The PHA will reinspect the unit within 5-7 business days of the date the owner notifies the PHA that the required corrections have been made.

If the time period for correcting the deficiencies (or any PHA-approved extension) has elapsed, or the unit fails HQS at the time of the reinspection, the PHA will notify the owner and the family that the unit has been rejected and that the family must search for another unit. The PHA may agree to conduct a second reinspection, for good cause, at the request of the family and owner.

Following a failed reinspection, the family may submit a new Request for Tenancy Approval for the same unit if the family has not found another unit by the time the owner completes all repairs and the family continues to wish to live in the unit.

Utilities

Generally, at initial lease-up the owner is responsible for demonstrating that all utilities are in working order including those utilities that the family will be responsible for paying.

PHA Policy

If utility service is not available for testing at the time of the initial inspection, the PHA will allow the utilities to be placed in service after the unit has met all other HQS requirements. The PHA will reinspect the unit to confirm that utilities are operational before the PHA executes the HAP contract.

Appliances

PHA Policy

If the family is responsible for supplying the stove and/or refrigerator, the PHA will allow the stove and refrigerator to be placed in the unit after the unit has met all other HQS requirements. The required appliances must be in place before the PHA executes the HAP contract. The PHA will execute the HAP contract based upon a certification from the family that the appliances have been installed and are working. A confirmatory inspection will be scheduled within 3 business days of HAP contract approval.

8.II.C. ANNUAL HQS INSPECTIONS [24 CFR 982.405(a)]

Scheduling the Inspection

Each unit under HAP contract must have an annual inspection no more than 12 months after the most recent inspection.

PHA Policy

If the family misses the scheduled inspection without PHA approval, the PHA will consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family's assistance in accordance with Chapter 12.

8-II.D. SPECIAL INSPECTIONS [HCV GB p. 10-30]

The PHA will conduct a special inspection if the owner, family, or another source reports HQS violations in the unit.

PHA Policy

During a special inspection, the PHA generally will inspect only those deficiencies that were reported. However, the inspector will record any additional HQS deficiencies that are observed and will require the responsible party to make the necessary repairs.

If the annual inspection has been scheduled or is due within 90 days of the date the special inspection is scheduled the PHA may elect to conduct a full annual inspection.

Prior notification to the family is not required for special inspections.

8-II.E. QUALITY CONTROL INSPECTIONS [24 CFR 982.405(b), HCV GB p. 10-32]

HUD requires a PHA supervisor or other qualified person (i.e. Quality Control Specialist) to conduct quality control inspections of a sample of units to ensure that each inspector is conducting accurate and complete inspections and that there is consistency in the application of the HQS. The PHA supervisor or Quality Control Specialist will conduct the quality control inspections independently of routine inspections, so as not to give the inspector prior knowledge of the units that will be inspected for quality control purposes.

The unit sample must include only units that have been inspected within the preceding 3 months and must include each type of inspection (initial, annual, and special). The selected sample will include (1) inspections completed by each inspector, and (2) units from a cross-section of neighborhoods.

8.II.F. INSPECTION RESULTS AND REINSPECTIONS FOR UNITS UNDER HAP CONTRACT

Notification of Corrective Actions

The owner and the family will be notified in writing of the results of all inspections. When an inspection identifies HQS failures, the PHA will determine whether or not the failure is a life threatening condition.

PHA Policy

When life-threatening conditions are identified, the PHA will immediately notify both parties by telephone, fax, email or in person. The owner/agent shall determine who is responsible for correcting the violation. The corrective actions must be taken within 24 hours of the PHA's notice.

When failures that are not life threatening are identified, the PHA will send the owner and the family a written notification of the inspection results within 5 business days of the inspection. The written notice will specify the time frame within which the failure must be corrected. Generally not more than 30 days will be allowed for the correction.

The notice of inspection results will inform the owner that if life-threatening conditions are not corrected by the next business day, and non-life threatening conditions are not corrected within the specified time frame (or any PHA-approved extension), the owner's HAP will be terminated in accordance with PHA policy (see 8-II.G.). Likewise, in the case of family caused deficiencies, the notice will inform the family that if corrections are not made within the specified time frame (or any PHA-approved extension, if applicable) the family's assistance will be terminated in accordance with PHA policy (see Chapter 12).

Extensions

For conditions that are life threatening, the PHA cannot grant an extension to the 24-hour corrective action period. For conditions that are not life threatening, the PHA may grant an exception to the required time frames for correcting the violation, if the PHA determines that an extension is appropriate [24 CFR 982.404].

PHA Policy

Extensions will be granted in cases where the PHA has determined that the owner has made a good faith effort to correct the deficiencies and is unable to for reasons beyond the owner's control. Reasons may include, but are not limited to:

A repair cannot be completed because required parts or services are not available.

A repair cannot be completed because of weather conditions.

A reasonable accommodation is needed because the family includes a person with disabilities.

The length of the extension will be determined on a case-by-case basis, but will not exceed 30 days, except in the case of delays caused by weather conditions. In the case of weather conditions, extensions may be continued until the weather has improved sufficiently to make repairs possible. The necessary repairs must be made within 30 calendar days, once the weather conditions have subsided.

Reinspections

PHA Policy

The PHA will conduct a reinspection immediately following the end of the corrective period, or any PHA approved extension.

The family and owner will be given reasonable notice of the reinspection appointment. If the deficiencies have not been corrected by the time of the reinspection, the PHA will send a notice of termination to the owner, or in the case of family caused violations, a notice of termination to the family, in accordance with PHA policies. If the PHA is unable to gain entry to the unit in order to conduct the scheduled reinspection, the PHA will consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family's assistance in accordance with Chapter 12.

8.II.G. ENFORCING OWNER COMPLIANCE

If the owner fails to maintain the dwelling unit in accordance with HQS, the PHA must take prompt and vigorous action to enforce the owner obligations.

HAP Termination

If an owner fails to correct HQS deficiencies by the time specified by the PHA, HUD requires the PHA to terminate housing assistance payments no later than the first of the month following the specified correction period (including any approved extension) [24 CFR 985.2(f)]. No retroactive payments will be made to the owner. Owner rents are not terminated as a result of HQS failures that are the family's responsibility.

PHA Policy

The PHA will make all HAP terminations effective the first of the month following the expiration of the PHA specified correction period (including any extension).

The PHA may schedule a reinspection of terminated units within 5 business days of the owner's notification that the work has been completed, provided the request was made within 30 calendar days of the termination. Payment will resume effective on the day the unit passes inspection and are not retroactive for the period in which the unit was terminated.

During any termination period the family continues to be responsible for its share of the rent. The owner must not seek payment from the family for the Housing Assistance Payment portion and may not use the termination as cause for eviction.

HAP Contract Termination

The PHA should not terminate the contract until the family finds another unit, provided the family does so in a reasonable time [HCV GB p. 10-29] and must give the owner reasonable notice of the termination. The PHA will issue a voucher to permit the family to move to another unit as described in Chapter 10.

PHA Policy

If the owner completes corrections and notifies the PHA within 30 days of the termination date of the HAP contract, the PHA may reinstate the contract if (1) the family still resides in the unit and wishes to remain in the unit and (2) the unit passes inspection.

Reasonable notice of HAP contract termination by the PHA is 30 days.

8.II.H. ENFORCING FAMILY COMPLIANCE WITH HQS [24 CFR 982.404(b)]

Families are responsible for correcting any HQS violations listed in paragraph 8.I.D. If the family fails to correct a violation within the period allowed by the PHA (and any extensions), the PHA will terminate the family's assistance, according to the policies described in Chapter 12.

If the owner carries out a repair for which the family is responsible under the lease, the owner may bill the family for the cost of the repair.

PART III: RENT REASONABLENESS [24 CFR 982.507]

8-III.A. OVERVIEW

No HAP contract can be approved until the PHA has determined that the rent for the unit is reasonable. The purpose of the rent reasonableness test is to ensure that a fair rent is paid for each unit rented under the HCV program.

HUD regulations define a reasonable rent as one that does not exceed the rent charged for comparable, unassisted units in the same market area. HUD also requires that owners not charge more for assisted units than for comparable units on the premises. This part explains the method used to determine whether a unit's rent is reasonable.

PHA-owned Units [24 CFR 982.352(b)]

In cases where an HCV family is receiving assistance in a PHA-owned unit, the PHA must obtain the services of an independent entity to determine rent reasonableness in accordance with program requirements, and to assist the family in negotiating the contract rent when the family requests assistance. A PHA-owned unit is defined as a unit that is owned by the PHA that administers the assistance under the consolidated ACC (including a unit owned by an entity substantially controlled by the PHA). The independent agency must communicate the results of the rent reasonableness determination to the family and the PHA. The independent agency must be approved by HUD, and may be the unit of general local government for the PHA jurisdiction (unless the PHA is itself the unit of general local government or an agency of such government).

8-III.B. WHEN RENT REASONABLENESS DETERMINATIONS ARE REQUIRED

Owner-initiated Rent Determinations

The PHA must make a rent reasonableness determination at initial occupancy and whenever the owner requests a rent adjustment.

The owner and family first negotiate the rent for a unit. The PHA (or independent agency in the case of PHA-owned units) will assist the family with the negotiations upon request. At initial occupancy the PHA must determine whether the proposed rent is reasonable before a HAP Contract is signed. The owner must not change the rent during the initial lease term. Subsequent requests for rent adjustments must be consistent with the lease between the owner and the family. Rent increases will not be approved unless any failed items identified by the most recent HQS inspection have been corrected.

PHA Policy

After the initial occupancy period, the owner may request a rent adjustment in accordance with the owner's lease. For rent increase requests after initial lease-up, the PHA may request owners to provide information about the rents charged for other units within the same zip code or if the premises include more than 4 units. In evaluating the proposed rents in comparison to other units on the premises the PHA will consider unit size and length of tenancy in the other units. Total assisted units on the property may not exceed 50% of the total units to be used for comparable rent determinations.

The PHA will determine whether the requested increase is reasonable within 10 business days of receiving the request from the owner.

All requests for rents adjustments must be submitted 60 days prior to the effective date of the contract.

PHA- and HUD-Initiated Rent Reasonableness Determinations

HUD requires the PHA to make a determination of rent reasonableness (even if the owner has not requested a change) if there is a 5 percent decrease in the Fair Market Rent that goes into effect at least 60 days before the contract anniversary date. HUD also may direct the PHA to make a determination at any other time. The PHA may decide that a new determination of rent reasonableness is needed at any time.

PHA Policy

In addition to the instances described above, the PHA will make a determination of rent reasonableness at any time after the initial occupancy period if: (1) the PHA determines that the initial rent reasonableness determination was in error or (2) the PHA determines that the information provided by the owner about the unit or other units on the same premises was incorrect.

8-III.C. HOW COMPARABILITY IS ESTABLISHED

Factors to Consider

HUD requires PHAs to take into consideration the factors listed below when determining rent comparability. The PHA may use these factors to make upward or downward adjustments to the rents of comparison units when the units are not identical to the HCV-assisted unit.

- Location and age
- Unit size including the number of rooms and square footage of rooms
- The type of unit including construction type (e.g., single family, duplex, garden, low-rise, high-rise)
- The quality of the units including the quality of the original construction, maintenance and improvements made.
- Amenities, services, and utilities included in the rent

Units that Must Not be used as Comparables

Comparable units must represent unrestricted market rents. Therefore, units that receive some form of federal, state, or local assistance that imposes rent restrictions cannot be considered comparable units. These include units assisted by HUD through any of the following programs: Section 8 project-based assistance, Section 236 and Section 221(d)(3) Below Market Interest Rate (BMIR) projects, HOME or Community Development Block Grant (CDBG) program-assisted units in which the rents are subsidized; units subsidized through federal, state, or local tax credits; units subsidized by the Department of Agriculture rural housing programs, and units that are rent-controlled by local ordinance.

Rents Charged for Other Units on the Premises

The Request for Tenancy Approval (HUD-52517) requires owners to provide information, on the form itself, about the rent charged for other unassisted comparable units on the premises if the premises include more than 4 units.

By accepting the PHA payment each month the owner certifies that the rent is not more than the rent charged for comparable unassisted units on the premises. If asked to do so, the owner must give the PHA information regarding rents charged for other units on the premises.

8-III.D. PHA RENT REASONABLENESS METHODOLOGY

How Market Data is Collected

PHA Policy

The PHA will primarily utilize www.gosection8.com which will collect and maintain data on market rents in the PHA's jurisdiction. Information sources include newspapers, realtors, market surveys, inquiries of owners and other available sources. The data will be maintained by bedroom size and market areas. Market areas may be defined by zip codes. The data will be updated on an ongoing basis and rent information that is more than 12 months old will be archived in www.gosection8.com.

Market Rent Data greater than 12 months old will not be used for eligibility but may used for reference.

How Rents are Determined

PHA Policy

The rent for a unit proposed for HCV assistance will be compared to the rent charged for comparable units in the same market area. The PHA will develop a range of prices for comparable units by bedroom size within defined market areas. Units proposed for HCV assistance will be compared to the units within this rent range. Because units may be similar, but not exactly like the unit proposed for HCV assistance, the PHA may make adjustments to the range of prices to account for these differences.

The adjustment must reflect the local market. Not all differences in units require adjustments (e.g., the presence or absence of a garbage disposal may not affect the rent in some market areas).

Adjustments may vary by unit type (e.g., a second bathroom may be more valuable in a three-bedroom unit than in a two-bedroom).

The adjustment must reflect the rental value of the difference – not its construction costs (e.g., it might cost \$20,000 to put on a new roof, but the new roof might not make any difference in what a tenant would be willing to pay because rents units are presumed to have functioning roofs).

When a comparable project offers rent concessions (e.g., first month rent-free, or reduced rent) reported monthly rents will be adjusted accordingly. For example, if a comparable project reports rents of \$500/month but new tenants receive the first month's rent free, the actual rent for the unit would be calculated as follows: $$500 \times 11 = 5500/12 = 550$

The PHA will notify the owner of the rent the PHA can approve based upon its analysis of rents for comparable units. The owner may submit information about other comparable units in the market area. The PHA will confirm the accuracy of the information provided and consider this additional information when making rent determinations. The owner must submit any additional information within 5 business days of the PHA's request for information or the owner's request to submit information.

EXHIBIT 8-1: OVERVIEW OF HUD HOUSING QUALITY STANDARDS

Note: This document provides an overview of HQS. For more detailed information see the following documents:

- 24 CFR 982.401, Housing Quality Standards (HQS)
- Housing Choice Voucher Guidebook, Chapter 10.
- HUD Housing Inspection Manual for Section 8 Housing
- HUD Inspection Form, form HUD-52580 (3/01) and Inspection Checklist, form HUD-52580-A (9/00)

Sanitary Facilities

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

Food Preparation and Refuse Disposal

The dwelling unit must have space and equipment suitable for the family to store, prepare, and serve food in a sanitary manner.

Space and Security

The dwelling unit must provide adequate space and security for the family. This includes having at least one bedroom or living/sleeping room for each two persons.

Thermal Environment

The unit must have a safe system for heating the dwelling unit. Air conditioning is not required but if provided must be in proper operating condition. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Portable electric room heaters or kitchen stoves with built-in heating units are not acceptable as a primary source of heat for units located in climatic areas where permanent heat systems are required.

Illumination and Electricity

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. Minimum standards are set for different types of rooms. Once the minimum standards are met, the number, type and location of electrical sources are a matter of tenant preference.

Structure and Materials

The dwelling unit must be structurally sound. Handrails are required when four or more steps (risers) are present, and protective railings are required when porches, balconies, and stoops are thirty inches or more off the ground. The elevator servicing the unit must be working [if there is one]. Manufactured homes must have proper tie-down devices capable of surviving wind loads common to the area.

Interior Air Quality

The dwelling unit must be free of air pollutant levels that threaten the occupants' health. There must be adequate air circulation in the dwelling unit. Bathroom areas must have one openable window or other adequate ventilation. Any sleeping room must have at least one window. If a window was designed to be opened, it must be in proper working order.

Water Supply

The dwelling unit must be served by an approved public or private water supply that is sanitary and free from contamination. Plumbing fixtures and pipes must be free of leaks and threats to health and safety.

Lead-Based Paint

Lead-based paint requirements apply to dwelling units built prior to 1978 that are occupied or can be occupied by families with children under six years of age, excluding zero bedroom dwellings. Owners must:

- Disclose known lead-based paint hazards to prospective tenants before the lease is signed,
- Provide all prospective families with "Protect Your Family from Lead in Your Home",
- Stabilize deteriorated painted surfaces and conduct hazard reduction activities when identified by the PHA
- Notify tenants each time such an activity is performed
- Conduct all work in accordance with HUD safe practices
- As part of ongoing maintenance ask each family to report deteriorated paint.

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

See HCV GB p. 10-15 for a detailed description of these requirements. For additional information on lead-based paint requirements see 24 CFR 35, Subparts A, B, M, and R.

Access

Use and maintenance of the unit must be possible without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire.

Site and Neighborhood

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

Sanitary Condition

The dwelling unit and its equipment must be in sanitary condition and free of vermin and rodent infestation. The unit must have adequate barriers to prevent infestation.

Smoke Detectors

Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If any person with a hearing impairment occupies the dwelling unit, smoke detectors must have an appropriate alarm system as specified in NFPA 74 (or successor standards).

Hazards and Heath/Safety

The unit, interior and exterior common areas accessible to the family, the site, and the surrounding neighborhood must be free of hazards to the family's health and safety.

EXHIBIT 8-2: SUMMARY OF TENANT PREFERENCE AREAS RELATED TO HOUSING QUALITY

Note: This document provides an overview of unit and site characteristics and conditions for which the family determines acceptability. For more detailed information see the following documents:

- Housing Choice Voucher Guidebook, Chapter 10.
- HUD Housing Inspection Manual for Section 8 Housing
- HUD Inspection Form, form HUD-52580 (3/01) and Inspection Checklist, form HUD-52580-A (9/00)

Provided the minimum housing quality standards have been met, HUD permits the family to determine whether the unit is acceptable with regard to the following characteristics.

- Sanitary Facilities. The family may determine the adequacy of the cosmetic condition and quality of the sanitary facilities, including the size of the lavatory, tub, or shower; the location of the sanitary facilities within the unit; and the adequacy of the water heater.
- Food Preparation and Refuse Disposal. The family selects size and type of equipment it finds acceptable. When the family is responsible for supplying cooking appliances, the family may choose to use a microwave oven in place of a conventional oven, stove, or range. When the owner is responsible for providing cooking appliances, the owner may offer a microwave oven in place of an oven, stove, or range only if other subsidized and unsubsidized units on the premises are furnished with microwave ovens only. The adequacy of the amount and type of storage space, the cosmetic conditions of all equipment, and the size and location of the kitchen are all determined by the family.
- *Space and Security*. The family may determine the adequacy of room sizes and room locations. The family is also responsible for deciding the acceptability of the type of door and window locks.
- *Energy conservation items*. The family may determine whether the amount of insulation, presence of absence of storm doors and windows and other energy conservation items are acceptable.
- *Illumination and Electricity*. The family may determine whether the location and the number of outlets and fixtures (over and above those required to meet HQS standards) are acceptable or if the amount of electrical service is adequate for the use of appliances, computers, or stereo equipment.

- (6) *Structure and Materials.* Families may determine whether minor defects, such as lack of paint, or worn flooring or carpeting will affect the livability of the unit.
- (7) *Indoor Air*. Families may determine whether window and door screens, filters, fans, or other devices for proper ventilation are adequate to meet the family's needs. However, if screens are present they must be in good condition.
- (8) *Sanitary Conditions*. The family determines whether the sanitary conditions in the unit, including minor infestations, are acceptable.
- (9) *Neighborhood conditions*. Families may determine whether neighborhood conditions such as the presence of drug activity, commercial enterprises, and convenience to shopping will affect the livability of the unit.

Families have no discretion with respect to lead-based paint standards and smoke detectors.

Chapter 9

GENERAL LEASING POLICIES

INTRODUCTION

Chapter 9 covers the lease-up process from the family's submission of a Request for Tenancy Approval to execution of the HAP contract.

In order for the PHA to assist a family in a particular dwelling unit, or execute a Housing Assistance Payments (HAP) contract with the owner of a dwelling unit, the PHA must determine that all the following program requirements are met:

- The unit itself must qualify as an eligible unit [24 CFR 982.305(a)]
- The unit must be inspected by the PHA and meet the Housing Quality Standards (HQS) [24 CFR 982.305(a)]
- The lease offered by the owner must be approvable and must include the required Tenancy Addendum [24 CFR 982.305(a)]
- The rent to be charged by the owner for the unit must be reasonable [24 CFR 982.305(a)]
- The owner must be an eligible owner, approvable by the PHA, with no conflicts of interest [24 CFR 982.306]
- For families initially leasing a unit only: Where the gross rent of the unit exceeds the applicable payment standard for the family, the share of rent to be paid by the family cannot exceed 40 percent of the family's monthly adjusted income [24 CFR 982.305(a)]

9-I.A. TENANT SCREENING

The PHA has no liability or responsibility to the owner or other persons for the family's behavior or suitability for tenancy [24 CFR 982.307(a)(1)].

The PHA may elect to screen applicants for family behavior or suitability for tenancy. See Chapter 3 for a discussion of the PHA's policies with regard to screening applicant families for program eligibility [24 CFR 982.307(a)(1)].

The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before PHA approval of the tenancy, the PHA must inform the owner that screening and selection for tenancy is the responsibility of the owner [24 CFR 982.307(a)(2)]. The PHA must also inform the owner or manager or their responsibility to comply with VAWA. [Pub.L. 109-162]The PHA must provide the owner with the family's current and prior address (as shown in the PHA records); and the name and address (if known to the PHA) of the landlord at the family's current and prior address. [24 CFR 982.307 (b)(1)].

The PHA is permitted, but not required, to offer the owner other information in the PHA's possession about the family's tenancy [24 CFR 982.307(b)(2)].

The PHA's policy on providing information to the owner must be included in the family's briefing packet [24 CFR 982.307(b)(3)].

PHA Policy

The PHA will not screen applicants for family behavior or suitability for tenancy.

The PHA will not provide additional screening information to the owner.

The PHA will provide the following information, upon written request by the owner/agent, based on documentation in its possession:

Eviction history

Damage to rental units

The information will be provided for the last year.

The information will be provided in writing.

The PHA's policy on providing information to owners is included in the briefing packet and will apply uniformly to all families and owners.

9-I.B. REQUESTING TENANCY APPROVAL [Form HUD-52517]

After the family is issued a voucher, the family must locate an eligible unit, with an owner or landlord willing to participate in the voucher program. Once a family finds a suitable unit and the owner is willing to lease the unit under the program, the owner and the family must request the PHA to approve the assisted tenancy in the selected unit.

The owner and the family must submit two documents to the PHA:

- Completed Request for Tenancy Approval (RTA) Form HUD-52517
- Copy of the proposed lease, including the HUD-prescribed Tenancy Addendum Form HUD-52641-A

The RTA contains important information about the rental unit selected by the family, including the unit address, number of bedrooms, structure type, year constructed, utilities included in the rent, and the requested beginning date of the lease, necessary for the PHA to determine whether to approve the assisted tenancy in this unit.

Owners must certify to the most recent amount of rent charged for the unit and provide an explanation for any difference between the prior rent and the proposed rent.

Owners must certify that they are not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has granted a request for reasonable accommodation for a person with disabilities who is a member of the tenant household.

For units constructed prior to 1978, owners must either 1) certify that the unit, common areas, and exterior have been found to be free of lead-based paint by a certified inspector; or 2) attach a lead-based paint disclosure statement.

Both the RTA and the proposed lease must be submitted no later than the expiration date stated on the voucher. [HCV GB p.8-15].

PHA Policy

Both the family and the owner must sign the RTA.

Completed RTA (including the proposed dwelling lease) should be submitted as hard copies, in-person.

The family may not submit, and the PHA will not process, more than one (1) RTA at a time.

When the family submits the RTA the PHA will review the RTA for completeness.

If the RTA is incomplete (including lack of signature by family, owner, or both), or if the dwelling lease is not submitted with the RTA, the PHA will notify the family and/or the owner of the deficiencies.

Missing information and/or missing documents will only be accepted as hard copies, in-person, by mail, or by fax. The PHA will not accept missing information over the phone.

When the family submits the RTA and proposed lease, the PHA will also review the terms of the RTA for consistency with the terms of the proposed lease.

If the terms of the RTA are not consistent with the terms of the proposed lease, the PHA will notify the family and the owner of the discrepancies.

Corrections to the terms of the proposed lease will only be accepted as hard copies, in-person, by mail. The PHA will not accept corrections by phone or fax.

Corrections to the RTA may be accepted as hard copies, in-person, by mail, by fax, or by phone.

Because of the time sensitive nature of the tenancy approval process, the PHA will attempt to communicate with the owner and family by phone, fax, or email. The PHA will use mail when the parties can't be reached by phone, fax, or email.

The PHA will consider an exception to this policy as a reasonable accommodation to a person with disabilities (see Chapter 2).

9-I.C. OWNER PARTICIPATION

The PHA does not formally approve an owner to participate in the HCV program. However, there are a number of criteria where the PHA may deny approval of an assisted tenancy based on past owner behavior, conflict of interest, or other owner-related issues. No owner has a right to participate in the HCV program [24 CFR 982.306(e)]

See Chapter 13 for a full discussion of owner qualification to participate in the HCV program.

9-I.D. ELIGIBLE UNITS

There are a number of criteria that a dwelling unit must meet in order to be eligible for assistance under the voucher program. Generally, a voucher-holder family may choose any available rental dwelling unit on the market in the PHA's jurisdiction. This includes the dwelling unit they are currently occupying.

PHA Policy

The PHA will approve any of the following types of housing in the voucher program:

All structure types can be utilized.

Manufactured homes where the tenant leases the mobile home and the pad.

Units owned by the PHA (following HUD-prescribed requirements).

A family can own a rental unit but cannot reside in it while being assisted, except in the case when the tenant owns the mobile home and leases the pad. A family may lease in and have an interest in a cooperative housing development.

The PHA may not permit a voucher holder to lease a unit, which is receiving project-based Section 8 assistance or any duplicative rental subsidies.

Ineligible Units [24 CFR 982.352(a)]

The PHA may <u>not</u> assist a unit under the voucher program if the unit is a public housing or Indian housing unit; a unit receiving project-based assistance under section 8 of the 1937 Act (42 U.S.C. 1437f); nursing homes, board and care homes, or facilities providing continual psychiatric, medical, or nursing services; college or other school dormitories; units on the

grounds of penal, reformatory, medical, mental, and similar public or private institutions; a unit occupied by its owner or by a person with any interest in the unit.

PHA-Owned Units [24 CFR 982.352(b)]

Otherwise eligible units that are owned or substantially controlled by the PHA issuing the voucher may also be leased in the voucher program. In order for a PHA-owned unit to be leased under the voucher program, the unit must not be ineligible housing and the PHA must inform the family, both orally and in writing, that the family has the right to select any eligible unit available for lease and that the family is free to select a PHA-owned unit without any pressure or steering by the PHA.

PHA Policy

The PHA has eligible PHA-owned units available for leasing under the voucher program.

When PHA-owned units are available for lease, the PHA will inform the family during the oral briefing that the family has the right to select any eligible unit available for lease, and is not obligated to choose a PHA-owned unit.

Special Housing Types [24 CFR 982 Subpart M]

HUD regulations permit, but do not generally require, the PHA to permit families to use voucher assistance in a number of special housing types in accordance with the specific requirements applicable to those programs. These special housing types include single room occupancy (SRO) housing, congregate housing, group home, shared housing, manufactured home space (where the family owns the manufactured home and leases only the space), cooperative housing and homeownership option. See Chapter 15 for specific information and policies on any of these housing types that the PHA has chosen to allow.

The regulations do require the PHA to permit use of any special housing type if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

Duplicative Assistance [24 CFR 982.352(c)]

A family may not receive the benefit of HCV tenant-based assistance while receiving the benefit of any of the following forms of other housing subsidy, for the same unit or for a different unit:

- Public or Indian housing assistance;
- Other Section 8 assistance (including other tenant-based assistance);
- Assistance under former Section 23 of the United States Housing Act of 1937 (before amendment by the Housing and Community Development Act of 1974);
- Section 101 rent supplements;
- Section 236 rental assistance payments;
- Tenant-based assistance under the HOME Program;
- Rental assistance payments under Section 521 of the Housing Act of 1949 (a program of the Rural Development Administration);
- Any local or State rent subsidy;

- Section 202 supportive housing for the elderly;
- Section 811 supportive housing for persons with disabilities; (11) Section 202 projects for non-elderly persons with disabilities (Section 162 assistance); or
- Any other duplicative federal, State, or local housing subsidy, as determined by HUD. For
 this purpose, 'housing subsidy' does not include the housing component of a welfare
 payment, a social security payment received by the family, or a rent reduction because of a
 tax credit.

Housing Quality Standards (HQS) [24 CFR 982.305 and 24 CFR 982.401]

In order to be eligible, the dwelling unit must be in decent, safe and sanitary condition. This determination is made using HUD's Housing Quality Standards (HQS) and/or equivalent state or local standards approved by HUD. See Chapter 8 for a full discussion of the HQS standards, as well as the process for HQS inspection at initial lease-up.

Unit Size

In order to be eligible, the dwelling unit must be appropriate for the number of persons in the household. A family must be allowed to lease an otherwise acceptable dwelling unit with fewer bedrooms than the number of bedrooms stated on the voucher issued to the family, provided the unit meets the applicable HQS space requirements [24 CFR 982.402(d)]. The family must be allowed to lease an otherwise acceptable dwelling unit with more bedrooms than the number of bedrooms stated on the voucher issued to the family. See Chapter 5 for a full discussion of subsidy standards.

Rent Reasonableness [24 CFR 982.305 and 24 CFR 982.507]

In order to be eligible, the dwelling unit must have a reasonable rent. The rent must be reasonable in relation to comparable unassisted units in the area and must not be in excess of rents charged by the owner for comparable, unassisted units on the premises. See Chapter 8 for a full discussion of rent reasonableness and the rent reasonableness determination process.

Rent Burden [24 CFR 982.508]

Where a family is initially leasing a unit and the gross rent of the unit exceeds the applicable payment standard for the family, the dwelling unit rent must be at a level where the family's share of rent does not exceed 40 percent of the family's monthly adjusted income. See Chapter 6 for a discussion of calculation of gross rent, the use of payment standards, and calculation of family income, family share of rent and HAP.

9-I.E. LEASE AND TENANCY ADDENDUM

The family and the owner must execute and enter into a written dwelling lease for the assisted unit. This written lease is a contract between the tenant family and the owner; the PHA is not a party to this contract.

The tenant must have legal capacity to enter a lease under State and local law. 'Legal capacity' means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner [24 CFR 982.308(a)]

Lease Form and Tenancy Addendum [24 CFR 982.308]

If the owner uses a standard lease form for rental to unassisted tenants in the locality or the premises, the lease must be in such standard form. If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease. The HAP contract prescribed by HUD contains the owner's certification that if the owner uses a standard lease form for rental to unassisted tenants, the lease is in such standard form.

All provisions in the HUD-required Tenancy Addendum must also be added word-for-word to the owner's standard lease form, for use with the assisted family. The Tenancy Addendum includes the tenancy requirements for the program and the composition of the household as approved by the PHA. As a part of the lease, the tenant shall have the right to enforce the Tenancy Addendum against the owner and the terms of the Tenancy Addendum shall prevail over any other provisions of the lease.

PHA Policy

The PHA does not provide a model or standard dwelling lease for owners to use in the HCV program.

Lease Information [24 CFR 982.308(d)]

The assisted dwelling lease must contain all of the required information as listed below:

- The names of the owner and the tenant:
- The unit rented (address, apartment number, information needed to identify the contract unit)
- The term of the lease (initial term and any provisions for renewal)
- The amount of the monthly rent to owner
- A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family
- The lease must provide that drug-related criminal activity engaged in by the tenant, any
 household member, or any guest on or near the premises, or any person under the tenant's
 control on the premises is grounds to terminate tenancy.
- The lease must also provide that owner may evict family when the owner determines that any household member is illegally using a drug or a pattern of illegal use of drug by any household member interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.
- Lead Warning Statement and disclosure information required by 24 CFR 35.92 (b).

Term of Assisted Tenancy

The initial term of the assisted dwelling lease must be for at least one year [24 CFR 982.309]. The initial lease term is also stated in the HAP contract.

The HUD program regulations permit the PHA to approve a shorter initial lease term if certain conditions are met.

PHA Policy

The PHA will only approve an initial lease term of six (6) months with the opinion to renew month-to-month for a family that is relocating due to PHA action under the involuntary displacement preference.

During the initial term of the lease, the owner may not request a rent increase [24 CFR 982.309].

Any provisions for renewal of the dwelling lease will be stated in the dwelling lease [HCV Guidebook, pg. 8-22]. There are no HUD requirements regarding any renewal extension terms, except that they must be in the dwelling lease if they exist.

The PHA may execute the HAP contract even if there is less than one year remaining from the beginning of the initial lease term to the end of the last expiring funding increment under the consolidated ACC. [24 CFR 982.309(b)].

Security Deposit [24 CFR 982.313 (a) and (b)]

The owner may collect a security deposit from the tenant. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. However, if the PHA chooses to do so, language to this effect must be added to Part A of the HAP contract [Form HUD-52641].

PHA Policy

The PHA prohibits the owner from collecting security deposits in excess of amounts charged by the owner to unassisted tenants.

Separate Non-Lease Agreements between Owner and Tenant

Owners may not demand or accept any rent payment from the family in excess of the rent to the owner minus the PHA's housing assistance payments to the owner [24 CFR 982.451(b)(4)].

The owner may not charge the tenant extra amounts for items customarily included in rent in the locality, or provided at no additional cost to unsubsidized tenants in the premises [24 CFR 982.510(c)].

PHA Policy

The PHA permits owners and families to execute separate, non-lease agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease.

Any items, appliances, or other services that are customarily provided to unassisted families as part of the dwelling lease with those families, or are permanently installed in the dwelling unit must be included in the dwelling lease for the assisted family. These items, appliances or services cannot be placed under a separate non-lease agreement between the owner and family. Side payments for additional rent, or for items, appliances or services customarily provided to unassisted families as part of the dwelling lease for those families, are prohibited.

Any items, appliances, or other services that are <u>not</u> customarily provided to unassisted families as part of the dwelling lease with those families, are <u>not</u> permanently installed in the dwelling unit and where the family has the sole option of <u>not</u> utilizing the item, appliance or service, may be included in a separate non-lease agreement between the owner and the family.

The family is not liable and cannot be held responsible under the terms of the assisted dwelling lease for any charges pursuant to a separate non-lease agreement between the owner and the family. Non-payment of any charges pursuant to a separate non-lease agreement between the owner and the family cannot be a cause for eviction or termination of tenancy under the terms of the assisted dwelling lease.

Separate non-lease agreements that involve additional items, appliances or other services may be considered amenities offered by the owner and may be taken into consideration when determining the reasonableness of the rent for the property.

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed.

All agreements for special items or services must be attached to the lease approved by the PHA. If agreements are entered into at a later date, they must be approved by the PHA and attached to the lease.

PHA Review of Lease

The PHA will review the dwelling lease for compliance with all applicable requirements.

PHA Policy

If the dwelling lease is incomplete or incorrect, the PHA will notify the family and/or the owner of the deficiencies. Missing and corrected lease information will only be accepted as hard copies, in-person, or by mail. The PHA will not accept missing and corrected information over the phone.

Because the initial leasing process is time-sensitive, the PHA will attempt to communicate with the owner and/or family in person, by phone, fax, or email. The PHA will use mail when the parties can't be reached by phone, fax, or email.

The PHA is permitted, but is not required, to review the lease to determine if the lease complies with State and local law and is permitted to decline to approve the tenancy if the PHA determines that the lease does not comply with State or local law [24 CFR 982.308(c)]

PHA Policy

The PHA will <u>not</u> review the owner's lease for compliance with state/local law.

9-I.F. TENANCY APPROVAL [24 CFR 982.305]

After receiving the family's Request for Tenancy Approval, with proposed dwelling lease, the PHA must promptly notify the family and owner whether the assisted tenancy is approved.

Prior to approving the assisted tenancy and execution of a HAP contract, the PHA must ensure that all required actions and determinations; discussed in Part I of this chapter have been completed.

These actions include ensuring that the unit is eligible; the unit has been inspected by the PHA and meets the Housing Quality Standards (HQS); the lease offered by the owner is approvable and includes the required Tenancy Addendum; the rent to be charged by the owner for the unit must is reasonable; where the family is initially leasing a unit and the gross rent of the unit exceeds the applicable payment standard for the family, the share of rent to be paid by the family does not exceed 40 percent of the family's monthly adjusted income [24 CFR 982.305(a)]; the owner is an eligible owner, not disapproved by the PHA, with no conflicts of interest [24 CFR 982.306]; the family and the owner have executed the lease, including the Tenancy Addendum, and the lead-based paint disclosure information [24 CFR 982.305(b)].

PHA Policy

The PHA will complete its determination within 10 business days of receiving all required information.

If the terms of the proposed lease are changed for any reason, including but not limited to negotiation with the PHA, the PHA will obtain corrected copies of the proposed lease, signed by the family and the owner.

Corrections to the proposed lease will only be accepted as hard copies, in-person, by mail, or by fax. The PHA will not accept corrections over the phone.

Corrections to the RTA will be accepted as hard copies, in-person, by mail, by fax, or by phone.

If the PHA determines that the tenancy cannot be approved for any reason, the owner and the family will be notified in writing and given the opportunity to address any reasons for disapproval. The PHA will instruct the owner and family of the steps that are necessary to approve the tenancy.

Where the tenancy is not approvable because the unit is not approvable, the family must continue to search for eligible housing within the timeframe of the issued voucher.

If the tenancy is not approvable due to rent affordability (including rent burden and rent reasonableness), the PHA will attempt to negotiate the rent with the owner. If a new, approvable rent is negotiated, the tenancy will be approved. If the owner is not willing to negotiate an approvable rent, the family must continue to search for eligible housing within the timeframe of the issued voucher.

9-I.G. HAP CONTRACT EXECUTION [24 CFR 982.305]

The HAP contract is a written agreement between the PHA and the owner of the dwelling unit occupied by a housing choice voucher assisted family. Under the HAP contract, the PHA agrees to make housing assistance payments to the owner on behalf of a specific family occupying a specific unit and obliges the owner to comply with all program requirements.

The HAP contract format is prescribed by HUD.

If the PHA has given approval for the family of the assisted tenancy, the owner and the PHA execute the HAP contract.

The term of the HAP contract must be the same as the term of the lease [24 CFR 982.451(a)(2)].

The PHA is permitted to execute a HAP contract even if the funding currently available does not extend for the full term of the HAP contract.

The PHA must make a best effort to ensure that the HAP contract is executed before the beginning of the lease term. Regardless, the HAP contract <u>must</u> be executed no later than 60 calendar days from the beginning of the lease term.

The PHA may not pay any housing assistance payment to the owner until the HAP contract has been executed. If the HAP contract is executed during the period of 60 calendar days from the beginning of the lease term, the PHA will pay housing assistance payments after execution of the HAP contract (in accordance with the terms of the HAP contract), to cover the portion of the lease term before execution of the HAP contract (a maximum of 60 days).

Any HAP contract executed after the 60-day period is void, and the PHA may not pay any housing assistance payment to the owner.

PHA Policy

Owners who have not previously participated in the HCV program are encouraged to attend a meeting with the PHA in which the terms of the Tenancy Addendum and the HAP contract will be explained. The PHA may waive this requirement on a case-by-case basis, if it determines that the owner is sufficiently familiar with the requirements and responsibilities under the HCV program.

The owner and the assisted family will execute the dwelling lease and the owner must provide a copy to the PHA. The PHA will ensure that both the owner and the assisted family receive copies of the dwelling lease.

The owner and the PHA will execute the HAP contract. The PHA will not execute the HAP contract until the owner has submitted IRS form W-9 and Direct Deposit Form. The PHA will ensure that the owner receives a copy of the executed HAP contract.

See Chapter 13 for a discussion of the HAP contract and contract provisions.

9-I.H. CHANGES IN LEASE OR RENT [24 CFR 982.308]

If the tenant and the owner agree to any changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must remain in accordance with the requirements of this chapter.

Generally, PHA approval of tenancy and execution of a new HAP contract are not required for changes in the lease. However, under certain circumstances, voucher assistance in the unit shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner. These circumstances include:

- Changes in lease requirements governing tenant or owner responsibilities for utilities or appliances
- Changes in lease provisions governing the term of the lease
- The family moves to a new unit, even if the unit is in the same building or complex

In these cases, if the HCV assistance is to continue, the family must submit a new Request for Tenancy Approval (RTA) along with a new dwelling lease containing the altered terms. A new tenancy must then be approved in accordance with this chapter.

Where the owner is changing the amount of rent, the owner must notify the PHA of any changes in the amount of the rent to owner at least 60 days before any such changes go into effect [24 CFR 982.308(g)(4)]. The PHA will agree to such an increase only if the amount of the rent to owner is considered reasonable according to the rent reasonableness standards discussed in Chapter 8. If the requested rent is <u>not</u> found to be reasonable, the owner must either reduce the requested rent increase, or give the family notice in accordance with the terms of the lease.

No rent increase is permitted during the initial term of the lease [24 CFR 982.309(a)(3)].

PHA Policy

Where the owner is requesting a rent increase, the PHA will determine whether the requested increase is reasonable within 10 business days of receiving the request from the owner. The owner will be notified of the determination in writing.

Rent increases will go into effect on the first of the month following the 60 day period after the owner notifies the PHA of the rent change or on the date specified by the owner, whichever is later.

Chapter 10

MOVING WITH CONTINUED ASSISTANCE AND PORTABILITY

INTRODUCTION

Freedom of choice is a hallmark of the housing choice voucher (HCV) program. In general, therefore, HUD regulations impose few restrictions on where families may live or move with HCV assistance. This chapter sets forth HUD regulations and PHA policies governing moves within or outside the PHA's jurisdiction in two parts:

<u>Part I: Moving with Continued Assistance</u>. This part covers the general rules that apply to all moves by a family assisted under the PHA's HCV program, whether the family moves to another unit within the PHA's jurisdiction or to a unit outside the PHA's jurisdiction under portability.

<u>Part II: Portability</u>. This part covers the special rules that apply to moves by a family under portability, whether the family moves out of or into the PHA's jurisdiction. This part also covers the special responsibilities that the PHA has under portability regulations and procedures.

PART I. MOVING WITH CONTINUED ASSISTANCE

10-I.A. ALLOWABLE MOVES

HUD regulations list five conditions under which an assisted family is allowed to move to a new unit with continued assistance. Permission to move is subject to the restrictions set forth in section 10-I.B.

- The family has a right to terminate the lease on notice to the owner (for the owner's breach or otherwise) and has given a notice of termination to the owner in accordance with the lease [24 CFR 982.314(b)(3)]. If the family terminates the lease on notice to the owner, the family must give the PHA a copy of the notice at the same time [24 CFR 982.314(d)(1)].
- The Violence Against Women Reauthorization Act of 2005 provides that "a family may receive a voucher from a public housing agency and move to another jurisdiction under the tenant-based assistance program if the family has complied with all other obligations of the section 8 program and has moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been a victim of domestic violence, dating violence, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit" [Pub.L. 109-162]
- The lease for the family's unit has been terminated by mutual agreement of the owner and the family [24 CFR 982.314(b)(1)(ii)].

PHA Policy

If the family and the owner mutually agree to terminate the lease for the family's unit, the family must give the PHA a copy of the termination agreement signed by both parties.

The owner has given the family a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the family [24 CFR 982.314(b)(2)]. The family must give the PHA a copy of any owner eviction notice [24 CFR 982.551(g)].

- The PHA has terminated the assisted lease for the family's unit for the owner's breach [24 CFR 982.314(b)(1)(i)].
- The PHA determines that the family's current unit does not meet the HQS space standards because of an increase in family size or a change in family composition. In such cases, the PHA must issue the family a new voucher, and the family and PHA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for the family, the PHA must terminate the HAP contract for the family's old unit in accordance with the HAP contract terms and must notify both the family and the owner of the termination. The HAP contract terminates at the end of the calendar month that follows the calendar month in which the PHA gives notice to the owner. [24 CFR 982.403(a) and (c)]

10-I.B. RESTRICTIONS ON MOVES

A family's right to move is generally contingent upon the family's compliance with program requirements [24 CFR 982.1(b)(2)]. HUD specifies two conditions under which a PHA may deny a family permission to move and two ways in which a PHA may restrict moves by a family.

Denial of Moves

HUD regulations permit the PHA to deny a family permission to move under the following conditions:

Insufficient Funding

The PHA may deny a family permission to move if the PHA does not have sufficient funding for continued assistance [24 CFR 982.314(e)(1)].

PHA Policy

The PHA will deny a family permission to move on grounds that the PHA does not have sufficient funding for continued assistance if (a) the move is initiated by the family, not the owner or the PHA; (b) the PHA can demonstrate that the move will, in fact, result in higher subsidy costs; and (c) the PHA can demonstrate, in accordance with the policies in Part VIII of Chapter 16, that it does not have sufficient funding in its annual budget to accommodate the higher subsidy costs. This policy applies to moves within the PHA's jurisdiction as well as to moves outside it under portability.

Grounds for Denial or Termination of Assistance

The PHA has grounds for denying or terminating the family's assistance [24 CFR 982.314(e)(2)]. VAWA creates an exception to these restrictions for families who are otherwise in compliance with program obligations, but have moved to protect the health or safety of an individual who is or has been a victim of domestic violence, dating violence or stalking, and who reasonably believed he or she was imminently threatened by harm from further violence if they remained in the unit. [Pub.L. 109-162]

PHA Policy

If the PHA has grounds for denying or terminating a family's assistance, the PHA will act on those grounds in accordance with the regulations and policies set forth in Chapters 3 and 12, respectively. In general, it will not deny a family permission to move for this reason; however, it retains the discretion to do so under special circumstances. Refer to sections 3-III.G and 12-II.E for VAWA provisions.

Restrictions on Elective Moves [24 CFR 982.314(c)]

HUD regulations permit the PHA to prohibit any elective move by a participant family during the family's initial lease term. They also permit the PHA to prohibit more than one elective move by a participant family during any 12-month period.

PHA Policy

The PHA will deny a family permission to make an elective move during the family's initial lease term. This policy applies to moves within the PHA's jurisdiction or outside it under portability.

The PHA will also deny a family permission to make more than one elective move during any 12-month period. This policy applies to all assisted families residing in the PHA's jurisdiction.

The PHA will consider exceptions to these policies for the following reasons: to protect the health or safety of a family member (e.g., lead-based paint hazards, domestic violence, witness protection programs), to accommodate a change in family circumstances (e.g., new employment, school attendance in a distant area), or to address an emergency situation over which a family has no control.

In addition, the PHA will allow exceptions to these policies for purposes of reasonable accommodation of a family member who is a person with disabilities (see Chapter 2).

10-I.C. MOVING PROCESS

Notification

If a family wishes to move to a new unit, the family must notify the PHA and the owner before moving out of the old unit or terminating the lease on notice to the owner [24 CFR 982.314(d)(2)]. If the family wishes to move to a unit outside the PHA's jurisdiction under portability, the notice to the PHA must specify the area where the family wishes to move [24 CFR 982.314(d)(2), Notice PIH 2004-12]. The notices must be in writing [24 CFR 982.5].

Approval

PHA Policy

Upon receipt of a family's notification that it wishes to move, the PHA will determine whether the move is approvable in accordance with the regulations and policies set forth in sections 10-I.A and 10-I.B. The PHA will notify the family in writing of its determination within 10 business days following receipt of the family's notification.

Reexamination of Family Income and Composition

PHA Policy

For families approved to move to a new unit within the PHA's jurisdiction, the PHA will perform a reexamination in accordance with the policies set forth in Chapter 11 of this plan.

For families moving into or families approved to move out of the PHA's jurisdiction under portability, the PHA will follow the policies set forth in Part II of this chapter.

Voucher Issuance and Briefing

PHA Policy

For families approved to move to a new unit within the PHA's jurisdiction, the PHA will issue a new voucher within 10 business days of the PHA's written approval to move. A briefing is required for these families. The PHA will follow the policies set forth in Chapter 5 on voucher term, extension, and expiration. If a family does not locate a new unit within the term of the voucher and any extensions, the family may remain in its current unit with continued voucher assistance if the owner agrees and the PHA approves. Otherwise, the family will lose its assistance.

For families moving into or families approved to move out of the PHA's jurisdiction under portability, the PHA will follow the policies set forth in Part II of this chapter.

Housing Assistance Payments [24 CFR 982.311(d)]

When a family moves out of an assisted unit, the PHA may not make any housing assistance payment to the owner for any month **after** the month the family moves out. The owner may keep the housing assistance payment for the month when the family moves out of the unit.

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 housing assistance payment (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.

PART II: PORTABILITY

10-II.A. OVERVIEW

Within the limitations of the regulations and this plan, a participant family or an applicant family that has been issued a voucher has the right to use tenant-based voucher assistance to lease a unit anywhere in the United States providing that the unit is located within the jurisdiction of a PHA administering a tenant-based voucher program [24 CFR 982.353(b)]. The process by which a family obtains a voucher from one PHA and uses it to lease a unit in the jurisdiction of another PHA is known as portability. The first PHA is called the **initial PHA**. The second is called the **receiving PHA**.

The receiving PHA has the option of administering the family's voucher for the initial PHA or absorbing the family into its own program. Under the first option, the receiving PHA bills the initial PHA for the family's housing assistance payments and the fees for administering the family's voucher. Under the second option, the receiving PHA pays for the family's assistance out of its own program funds, and the initial PHA has no further relationship with the family.

The same PHA commonly acts as the initial PHA for some families and as the receiving PHA for others. Each role involves different responsibilities. The PHA will follow the rules and policies in section 10-II.B when it is acting as the initial PHA for a family. It will follow the rules and policies in section 10-II.C when it is acting as the receiving PHA for a family.

10-II.B. INITIAL PHA ROLE

Allowable Moves under Portability

A family may move with voucher assistance only to an area where there is at least one PHA administering a voucher program [24 CFR 982.353(b)]. If there is more than one PHA in the area, the initial PHA may choose the receiving PHA [24 CFR 982.355(b)].

Applicant families that have been issued vouchers as well as participant families may qualify to lease a unit outside the PHA's jurisdiction under portability. The initial PHA, in accordance with HUD regulations and PHA policy, determines whether a family qualifies.

Applicant Families

Under HUD regulations, most applicant families qualify to lease a unit outside the PHA's jurisdiction under portability. However, HUD gives the PHA discretion to deny a portability move by an applicant family for the same two reasons that it may deny any move by a participant family: insufficient funding and grounds for denial or termination of assistance.

PHA Policy

In determining whether or not to deny an applicant family permission to move under portability because the PHA lacks sufficient funding or has grounds for denying assistance to the family, the initial PHA will follow the policies established in section 10-I.B of this chapter.

In addition, the PHA may establish a policy denying the right to portability to nonresident applicants during the first 12 months after they are admitted to the program [24 CFR 982.353(c)].

PHA Policy

If neither the head of household nor the spouse/cohead of an applicant family had a domicile (legal residence) in the PHA's jurisdiction at the time the family's application for assistance was submitted, the family must live in the PHA's jurisdiction with voucher assistance for at least 12 months before requesting portability.

The PHA will consider exceptions to this policy for purposes of reasonable accommodation (see Chapter 2). However, any exception to this policy is subject to the approval of the receiving PHA [24 CFR 982.353(c)(3)].

Participant Families

The Initial PHA must not provide portable assistance for a participant if a family has moved out of its assisted unit in violation of the lease [24 CFR 982.353(b)]. VAWA creates an exception to this prohibition for families who are otherwise in compliance with program obligations but have moved to protect the health or safety of an individual who is or has been a victim of domestic violence, dating violence or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if they remained in the unit.

PHA Policy

The PHA will determine whether a participant family may move out of the PHA's jurisdiction with continued assistance in accordance with the regulations and policies set forth here and in sections 10-I.A and 10-I.B of this chapter. The PHA will notify the family of its determination in accordance with the approval policy set forth in section 10-I.C of this chapter.

Determining Income Eligibility

Applicant Families

An applicant family may lease a unit in a particular area under portability only if the family is income eligible for admission to the voucher program in that area [24 CFR 982.353(d)(3)]. The family must specify the area to which the family wishes to move [Notice 2004-12].

The initial PHA is responsible for determining whether the family is income eligible in the area to which the family wishes to move [24 CFR 982.355(c)(1)]. If the applicant family is not income eligible in that area, the PHA must inform the family that it may not move there and receive voucher assistance [Notice PIH 2004-12].

Participant Families

The income eligibility of a participant family is not redetermined if the family moves to a new jurisdiction under portability [24 CFR 982.353(d)(2), 24 CFR 982.355(c)(1)].

Reexamination of Family Income and Composition

No new reexamination of family income and composition is required for an applicant family.

PHA Policy

For a participant family approved to move out of its jurisdiction under portability, the PHA generally will conduct a reexamination of family income and composition only if the family's annual reexamination must be completed on or before the initial billing deadline specified on form HUD-52665, Family Portability Information.

The PHA will make any exceptions to this policy necessary to remain in compliance with HUD regulations.

Briefing

The regulations and policies on briefings set forth in Chapter 5 of this plan require the PHA to provide information on portability to all applicant families that qualify to lease a unit outside the PHA's jurisdiction under the portability procedures. Therefore, no special briefing is required for these families.

PHA Policy

No formal briefing will be required for a participant family wishing to move outside the PHA's jurisdiction under portability. However, the PHA will provide the family with the same oral explanation of portability that it provides to applicant families selected for admission to the program (see Chapter 5). The PHA will provide the name, address, and phone of the contact for the PHA in the jurisdiction to which they wish to move. The PHA will advise the family that they will be under the receiving housing authority's policies and procedures, including subsidy standards and voucher extension policies.

Voucher Issuance and Term

An applicant family has no right to portability until after the family has been issued a voucher [24 CFR 982.353(b)]. In issuing vouchers to applicant families, the PHA will follow the regulations and procedures set forth in Chapter 5. A new voucher is not required for portability purposes.

PHA Policy

For families approved to move under portability, the PHA will issue a new voucher within 10 business days of the PHA's written approval to move.

The initial term of the voucher will be 60 days.

Voucher Extensions and Expiration

PHA Policy

The PHA will approve **no** extensions to a voucher issued to an applicant or participant family porting out of the PHA's jurisdiction except under the following circumstances: (a) the initial term of the voucher will expire before the portable family will be issued a voucher by the receiving PHA, (b) the family decides to return to the initial PHA's jurisdiction and search for a unit there, or (c) the family decides to search for a unit in a third PHA's jurisdiction. In such cases, the policies on voucher extensions set forth in Chapter 5, section 5-II.E, of this plan will apply, including the requirement that the family apply for an extension in writing prior to the expiration of the initial voucher term.

To receive or continue receiving assistance under the initial PHA's voucher program, a family that moves to another PHA's jurisdiction under portability must be under HAP contract in the receiving PHA's jurisdiction within 60 days following the expiration date of the initial PHA's voucher term (including any extensions). (See below under "Initial Billing Deadline" for one exception to this policy.)

Initial Contact with the Receiving PHA

After approving a family's request to move under portability, the initial PHA must promptly notify the receiving PHA to expect the family [24 CFR 982.355(c)(2)]. This means that the initial PHA must contact the receiving PHA directly on the family's behalf [Notice PIH 2004-12]. The initial PHA must also advise the family how to contact and request assistance from the receiving PHA [24 CFR 982.355(c)(2)].

PHA Policy

Because the portability process is time-sensitive, the PHA will notify the receiving PHA by phone, fax, or e-mail to expect the family. The initial PHA will also ask the receiving PHA to provide any information the family may need upon arrival, including the name, fax, email and telephone number of the staff person responsible for business with incoming portable families and procedures related to appointments for voucher issuance. The PHA will pass this information along to the family. The PHA will also ask for the name, address, telephone number, fax and email of the person responsible for processing the billing information.

Sending Documentation to the Receiving PHA

The initial PHA is required to send the receiving PHA the following documents:

- Form HUD-52665, Family Portability Information, with Part I filled out [Notice PIH 2004-12]
- A copy of the family's voucher [Notice PIH 2004-12]
- A copy of the family's most recent form HUD-50058, Family Report, or, if necessary in the case of an applicant family, family and income information in a format similar to that of form HUD-50058 [24 CFR 982.355(c)(4), Notice PIH 2004-12]
- Copies of the income verifications backing up the form HUD-50058 [24 CFR 982.355(c)(4), Notice PIH 2004-12]

PHA Policy

In addition to these documents, the PHA will provide the following information, if available, to the receiving PHA:

Social security numbers (SSNs)

Documentation of SSNs for all family members age 6 and over

Documentation of legal identity

Documentation of participation in the earned income disallowance (EID) benefit

Documentation of participation in a family self-sufficiency (FSS) program

The PHA will notify the family in writing regarding any information provided to the receiving PHA [HCV GB, p. 13-3].

Initial Billing Deadline [Notice PIH 2004-12]

When the initial PHA sends form HUD-52665 to the receiving PHA, it specifies in Part I the deadline by which it must receive the initial billing notice from the receiving PHA. This deadline is 60 days following the expiration date of the voucher issued to the family by the initial PHA. If the initial PHA does not receive a billing notice by the deadline and does not intend to honor a late billing submission, it must contact the receiving PHA to determine the status of the family. If the receiving PHA reports that the family is not yet under HAP contract, the initial PHA may refuse to accept a late billing submission. If the receiving PHA reports that the family is under HAP contract and the receiving PHA cannot absorb the family, the initial PHA must accept a late billing submission; however, it may report to HUD the receiving PHA's failure to comply with the deadline.

PHA Policy

If the PHA has not received an initial billing notice from the receiving PHA by the deadline specified on form HUD-52665, it will contact the receiving PHA by phone, fax, or e-mail within 10 business days. If the PHA reports that the family is not yet under HAP contract, the PHA will inform the receiving PHA that it will not honor a late billing submission and will return any subsequent billings that it receives on behalf of the family. The PHA will send the receiving PHA a written confirmation of its decision by mail.

The PHA will allow an exception to this policy if the family includes a person with disabilities and the late billing is a result of a reasonable accommodation granted to the family by the receiving PHA.

Monthly Billing Payments [24 CFR 982.355(e), Notice PIH 2004-12]

If the receiving PHA is administering the family's voucher, the initial PHA is responsible for making billing payments in a timely manner. The first billing amount is due within 30 calendar days after the initial PHA receives Part II of form HUD-52665 from the receiving PHA. Subsequent payments must be **received** by the receiving PHA no later than the fifth business day of each month. The payments must be provided in a form and manner that the receiving PHA is able and willing to accept.

The initial PHA may not terminate or delay making payments under existing portability billing arrangements as a result of overleasing or funding shortfalls. The PHA must manage its tenant-based program in a manner that ensures that it has the financial ability to provide assistance for families that move out of its jurisdiction under portability and are not absorbed by receiving PHAs as well as for families that remain within its jurisdiction.

Annual Updates of Form HUD-50058

If the initial PHA is being billed on behalf of a portable family, it should receive an updated form HUD-50058 each year from the receiving PHA. If the initial PHA fails to receive an updated 50058 by the family's annual reexamination date, the initial PHA should contact the receiving PHA to verify the status of the family.

Subsequent Family Moves

Within the Receiving PHA's Jurisdiction [24 CFR 314(e)(1), Notice PIH 2005-1]

The initial PHA has the authority to deny subsequent moves by portable families whom it is assisting under portability billing arrangements if it does not have sufficient funding for continued assistance.

PHA Policy

If the PHA determines that it must deny moves on the grounds that it lacks sufficient funding (see section 10-I.B), it will notify all receiving PHAs with which it has entered into portability billing arrangements that they, too, must deny moves to higher cost units by portable families from the PHA's jurisdiction.

The PHA will allow exceptions to this policy for purposes of reasonable accommodation of a family member who is a person with disabilities.

Outside the Receiving PHA's Jurisdiction [Notice PIH 2004-12]

If the initial PHA is assisting a portable family under a billing arrangement and the family subsequently decides to move out of the receiving PHA's jurisdiction, the initial PHA is responsible for issuing the family a voucher while the family is either being assisted or has a voucher from the receiving PHA and, if the family wishes to port to another jurisdiction, sending form HUD-52665 and supporting documentation to the new receiving PHA. Any extensions of the initial PHA voucher necessary to allow the family additional search-time to return to the initial PHA's jurisdiction or to move to another jurisdiction would be at the discretion of the initial PHA.

Denial or Termination of Assistance [24 CFR 982.355(c)(9)]

If the initial PHA has grounds for denying or terminating assistance for a portable family that has not been absorbed by the receiving PHA, the initial PHA may act on those grounds at any time. (For PHA policies on denial and termination, see Chapters 3 and 12, respectively.)

10-II.C. RECEIVING PHA ROLE

If a family has a right to lease a unit in the receiving PHA's jurisdiction under portability, the receiving PHA must provide assistance for the family [24 CFR 982.355(10)].

The receiving PHA's procedures and preferences for selection among eligible applicants do not apply, and the receiving PHA's waiting list is not used [24 CFR 982.355(10)]. However, the family's unit, or voucher, size is determined in accordance with the subsidy standards of the receiving PHA [24 CFR 982.355(7)], and the amount of the family's housing assistance payment is determined in the same manner as for other families in the receiving PHA's voucher program [24 CFR 982.355(e)(2)].

Initial Contact with Family

When a family moves into the PHA's jurisdiction under portability, the family is responsible for promptly contacting the PHA and complying with the PHA's procedures for incoming portable families [24 CFR 982.355(c)(3)].

If the voucher issued to the family by the initial PHA has expired, the receiving PHA does not process the family's paperwork but instead refers the family back to the initial PHA [Notice PIH 2004-12].

When a portable family requests assistance from the receiving PHA, the receiving PHA must promptly inform the initial PHA whether the receiving PHA will bill the initial PHA for assistance on behalf of the portable family or will absorb the family into its own program [24 CFR 982.355(c)(5)]. If the PHA initially bills the initial PHA for the family's assistance, it may later decide to absorb the family into its own program [Notice PIH 2004-12]. (See later under "Absorbing a Portable Family" for more on this topic.)

PHA Policy

Within 10 business days after portable family requests assistance, the receiving PHA will notify the initial PHA whether it intends to bill the receiving PHA on behalf of the portable family or absorb the family into its own program.

If for any reason the receiving PHA refuses to process or provide assistance to a family under the portability procedures, the family must be given the opportunity for an informal review or hearing [Notice PIH 2004-12]. (For more on this topic, see later under "Denial or Termination of Assistance.")

Briefing

HUD allows the receiving PHA to require a briefing for an incoming portable family as long as the requirement does not unduly delay the family's search [Notice PIH 2004-12].

PHA Policy

The PHA will require the family to attend a briefing. The PHA will provide the family with a briefing packet (as described in Chapter 5) and, in an individual briefing, will orally inform the family about the PHA's payment and subsidy standards, procedures for requesting approval of a unit, the unit inspection process, and the leasing process.

Income Eligibility and Reexamination

HUD allows the receiving PHA to conduct its own income reexamination of a portable family [24 CFR 982.355(c)(4)]. However, the receiving PHA may not delay voucher issuance or unit approval until the reexamination process is complete unless the reexamination is necessary to determine that an applicant family is income eligible for admission to the program in the area where the family wishes to lease a unit [Notice PIH 2004-12, 24 CFR 982.201(b)(4)]. The receiving PHA does not redetermine income eligibility for a portable family that was already receiving assistance in the initial PHA's voucher program [24 CFR 982.355(c)(1)].

PHA Policy

For any family moving into its jurisdiction under portability, the PHA will conduct a new reexamination of family income and composition. However, the PHA will not delay issuing the family a voucher for this reason. Nor will the PHA delay approving a unit for the family until the reexamination process is complete unless the family is an applicant and the PHA cannot otherwise confirm that the family is income eligible for admission to the program in the area where the unit is located.

In conducting its own reexamination, the PHA will rely upon any verification provided by the initial PHA to the extent that they (a) accurately reflect the family's current circumstances and (b) were obtained within the last 120 days. Any new information may be verified by documents provided by the family and adjusted, if necessary, when third party verification is received.

Voucher Issuance

When a family moves into its jurisdiction under portability, the receiving PHA is required to issue the family a voucher [24 CFR 982.355(b)(6)]. The family must submit a request for tenancy approval to the receiving PHA during the term of the receiving PHA's voucher [24 CFR 982.355(c)(6)].

Timing of Voucher Issuance

HUD expects the receiving PHA to issue the voucher within two weeks after receiving the family's paperwork from the initial PHA if the information is in order, the family has contacted the receiving PHA, and the family complies with the receiving PHA's procedures [Notice PIH 2004-12].

PHA Policy

When a family ports into its jurisdiction, the PHA will issue the family a voucher based on the paperwork provided by the initial PHA unless the family's paperwork from the initial PHA is incomplete, the family's voucher from the initial PHA has expired or the family does not comply with the PHA's procedures. The PHA will update the family's information when verification has been completed.

Voucher Term

The term of the receiving PHA's voucher may not expire before the term of the initial PHA's voucher [24 CFR 982.355(c)(6)].

PHA Policy

The receiving PHA's voucher will expire on the same date as the initial PHA's voucher.

Voucher Extensions [24 CFR 982.355(c)(6), Notice 2004-12]

The receiving PHA may provide additional search time to the family beyond the expiration date of the initial PHA's voucher; however, if it does so, it must inform the initial PHA of the extension. It must also bear in mind the billing deadline provided by the initial PHA. Unless willing and able to absorb the family, the receiving PHA should ensure that any voucher expiration date would leave sufficient time to process a request for tenancy approval, execute a HAP contract, and deliver the initial billing to the initial PHA.

PHA Policy

The PHA generally will not extend the term of the voucher that it issues to an incoming portable family unless the PHA plans to absorb the family into its own program, in which case it will follow the policies on voucher extension set forth in section 5-II.E.

The PHA will consider an exception to this policy as a reasonable accommodation to a person with disabilities (see Chapter 2).

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Notifying the Initial PHA

The receiving PHA must promptly notify the initial PHA if the family has leased an eligible unit under the program or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the receiving PHA's voucher [24 CFR 982.355(c)(8)]. The receiving PHA is required to use Part II of form HUD-52665, Family Portability Information, for this purpose [24 CFR 982.355(e)(5), Notice PIH 2004-12]. (For more on this topic and the deadline for notification, see below under "Administering a Portable Family's Voucher,")

If an incoming portable family ultimately decides not to lease in the jurisdiction of the receiving PHA but instead wishes to return to the initial PHA's jurisdiction or to search in another jurisdiction, the receiving PHA must refer the family back to the initial PHA. In such a case the voucher of record for the family is once again the voucher originally issued by the initial PHA. Any extension of search time provided by the receiving PHA's voucher is only valid for the family's search in the receiving PHA's jurisdiction. [Notice PIH 2004-12]

Administering a Portable Family's Voucher

Initial Billing Deadline

If a portable family's search for a unit is successful and the receiving PHA intends to administer the family's voucher, the receiving PHA must submit its initial billing notice (Part II of form HUD-52665) (a) no later than 10 business days following the date the receiving PHA **executes** a HAP contract on behalf of the family **and** (b) in time that the notice will be **received** no later than 60 days following the expiration date of the family's voucher issued by the initial PHA [Notice PIH 2004-12]. A copy of the family's form HUD-50058, Family Report, completed by the receiving PHA must be attached to the initial billing notice. The receiving PHA may send these documents by mail, fax, or e-mail.

PHA Policy

The PHA will send its initial billing notice by fax or e-mail, if necessary, to meet the billing deadline but will also send the notice by regular mail.

If the receiving PHA fails to send the initial billing within 10 business days following the date the HAP contract is executed, it is required to absorb the family into its own program unless (a) the initial PHA is willing to accept the late submission or (b) HUD requires the initial PHA to honor the late submission (e.g., because the receiving PHA is overleased) [Notice PIH 2004-12].

Ongoing Notification Responsibilities [Notice PIH 2004-12, HUD-52665]

Annual Reexamination. The receiving PHA must send the initial PHA a copy of a portable family's updated form HUD-50058 after each annual reexamination for the duration of time the receiving PHA is billing the initial PHA on behalf of the family, regardless of whether there is a change in the billing amount.

PHA Policy

The PHA will send a copy of the updated HUD-50058 by regular mail within 10 business days after the effective date of the reexamination.

Change in Billing Amount. The receiving PHA is required to notify the initial PHA, using form HUD-52665, of any change in the billing amount for the family as a result of:

- A change in the HAP amount (because of a reexamination, a change in the applicable payment standard, a move to another unit, etc.)
- An abatement or subsequent resumption of the HAP payments
- Termination of the HAP contract
- Payment of a damage/vacancy loss claim for the family
- Termination of the family from the program

The timing of the notice of the change in the billing amount should correspond with the notification to the owner and the family in order to provide the initial PHA with advance notice of the change. Under no circumstances should the notification be later than 10 business days following the effective date of the change in the billing amount.

Late Payments [Notice PIH 2004-12]

If the initial PHA fails to make a monthly payment for a portable family by the fifth business day of the month, the receiving PHA must promptly notify the initial PHA in writing of the deficiency. The notice must identify the family, the amount of the billing payment, the date the billing payment was due, and the date the billing payment was received (if it arrived late). The receiving PHA must send a copy of the notification to the Office of Public Housing (OPH) in the HUD area office with jurisdiction over the receiving PHA. If the initial PHA fails to correct the problem by the second month following the notification, the receiving PHA may request by memorandum to the director of the OPH with jurisdiction over the receiving PHA that HUD transfer the unit in question. A copy of the initial notification and any subsequent correspondence between the PHAs on the matter must be attached. The receiving PHA must send a copy of the memorandum to the initial PHA. If the OPH decides to grant the transfer, the billing arrangement on behalf of the family ceases with the transfer, but the initial PHA is still responsible for any outstanding payments due to the receiving PHA.

Overpayments [Notice PIH 2004-12]

In all cases where the receiving PHA has received billing payments for billing arrangements no longer in effect, the receiving PHA is responsible for returning the full amount of the overpayment (including the portion provided for administrative fees) to the initial PHA.

In the event that HUD determines billing payments have continued for at least three months because the receiving PHA failed to notify the initial PHA that the billing arrangement was terminated, the receiving PHA must take the following steps:

- Return the full amount of the overpayment, including the portion provided for administrative fees, to the initial PHA.
- Once full payment has been returned, notify the Office of Public Housing in the HUD area
 office with jurisdiction over the receiving PHA of the date and the amount of reimbursement
 to the initial PHA.

At HUD's discretion, the receiving PHA will be subject to the sanctions spelled out in Notice PIH 2004-12.

Denial or Termination of Assistance

At any time, the receiving PHA may make a determination to deny or terminate assistance to a portable family for family action or inaction [24 CFR 982.355(c)(9), 24 CFR 982.355(c)(10)].

In the case of a termination, the PHA should provide adequate notice of the effective date to the initial PHA to avoid having to return a payment. In no event should the receiving PHA fail to notify the initial PHA later than 10 business days following the effective date of the termination of the billing arrangement. [Notice PIH 2004-12]

PHA Policy

If the PHA elects to deny or terminate assistance for a portable family, the PHA will notify the initial PHA within 10 business days after the informal review or hearing if the denial or termination is upheld. The PHA will base its denial or termination decision on the policies set forth in Chapter 3 or Chapter 12, respectively. The informal review or hearing will be held in accordance with the policies in Chapter 16. The receiving PHA will furnish the initial PHA with a copy of the review or hearing decision.

Absorbing a Portable Family

The receiving PHA may absorb an incoming portable family into its own program when the PHA executes a HAP contract on behalf of the family or at any time thereafter providing that (a) the PHA has funding available under its annual contributions contract (ACC) and (b) absorbing the family will not result in overleasing [24 CFR 982.355(d)(1), Notice PIH 2004-12].

If the receiving PHA absorbs a family from the point of admission, the admission will be counted against the income-targeting obligation of the receiving PHA [24 CFR 982.201(b)(2)(vii)].

If the receiving PHA absorbs a family after providing assistance for the family under a billing arrangement with the initial PHA, HUD encourages the receiving PHA to provide adequate advance notice to the initial PHA to avoid having to return an overpayment. The receiving PHA must specify the effective date of the absorption of the family. [Notice PIH 2004-12]

PHA Policy

If the PHA decides to absorb a portable family upon the execution of a HAP contract on behalf of the family, the PHA will notify the initial PHA by the initial billing deadline specified on form HUD-52665. The effective date of the HAP contract will be the effective date of the absorption.

If the PHA decides to absorb a family after the initial execution of the contract, it will provide the initial PHA with 30 days' advance notice.

Following the absorption of an incoming portable family, the family is assisted with funds available under the consolidated ACC for the receiving PHA's voucher program [24 CFR 982.355(d)], and the receiving PHA becomes the initial PHA in any subsequent moves by the family under portability.

Chapter 11

REEXAMINATIONS

INTRODUCTION

The PHA is required to reexamine each family's income and composition at least annually, and to adjust the family's level of assistance accordingly. Interim reexaminations are also needed in certain situations. This chapter discusses both annual and interim reexaminations, and the recalculation of family share and subsidy that occurs as a result. HUD regulations and PHA policies concerning reexaminations are presented in three parts:

<u>Part I: Annual Reexaminations</u>. This part discusses the process for conducting annual reexaminations.

<u>Part II: Interim Reexaminations</u>. This part details the requirements for families to report changes in family income and composition between annual reexaminations.

<u>Part III: Recalculating Family Share and Subsidy Amount</u>. This part discusses the recalculation of family share and subsidy amounts based on the results of annual and interim reexaminations.

Policies governing reasonable accommodation, family privacy, required family cooperation, and program abuse, as described elsewhere in this plan, apply to both annual and interim reexaminations.

PART I: ANNUAL REEXAMINATIONS [24 CFR 982.516]

11-I.A. OVERVIEW

The PHA must conduct a reexamination of family income and composition at least annually. This includes gathering and verifying current information about family composition, income, and expenses. Based on this updated information, the family's income and rent must be recalculated. This part discusses the schedule for annual reexaminations, the information to be collected and verified, and annual reexamination effective dates.

11-I.B. SCHEDULING ANNUAL REEXAMINATIONS

The PHA must establish a policy to ensure that the annual reexamination for each family is completed *within* a 12-month period, and may require reexaminations more frequently [HCV GB p. 12-1].

PHA Policy

The PHA will begin the annual reexamination process 120 days in advance of its scheduled effective date. Generally, the PHA will schedule annual reexamination effective dates to coincide with the family's anniversary date.

Anniversary date is defined as 12 months from the effective date of the family's last annual reexamination or, during a family's first year in the program, from the effective date of the family's initial examination (admission).

If the family moves to a new unit, the PHA will perform a new annual reexamination, unless a reexamination has been conducted within the last 120 days.

The PHA also may schedule an annual reexamination for completion prior to the anniversary date for administrative purposes.

Notification of and Participation in the Annual Reexamination Process

The PHA is required to obtain the information needed to conduct annual reexaminations. How that information will be collected is left to the discretion of the PHA.

PHA Policy

Families generally are required to participate in an annual reexamination interview, which must be attended by the head of household, spouse, or cohead. If participation in an in-person interview poses a hardship because of a family member's disability, the family should contact the PHA to request a reasonable accommodation (see Chapter 2).

Notification of annual reexamination interviews will be sent by first-class mail and will contain the date, time, and location of the interview. In addition, it will inform the family of the information and documentation that must be brought to the interview.

If a family fails to attend the scheduled interview without PHA approval, or if the notice is returned by the post office with no forwarding address, a notice of termination (see Chapter 12) will be sent to the family's address of record, and to any alternate address provided in the family's file.

An advocate, interpreter, or other assistant may assist the family in the interview process. The family and the PHA must execute a certification attesting to the role and assistance of any such third party.

A Supervisor may make exceptions to these policies if the family is able to document an emergency situation that prevented them from canceling or attending the appointment or if requested as a reasonable accommodation for a person with a disability

11-I.C. CONDUCTING ANNUAL REEXAMINATIONS

As part of the annual reexamination process, families are required to provide updated information to the PHA regarding the family's income, expenses, and composition [24 CFR 982.551(b)].

PHA Policy

Families will be asked to bring all required information (as described in the reexamination notice) to the reexamination appointment. The required information will include a PHA-designated reexamination form, an Authorization for the Release of Information/Privacy Act Notice, as well as supporting documentation related to the family's income, expenses, and family composition.

Any required documents or information that the family is unable to provide at the time of the interview must be provided within 10 business days of the interview. If the family does not provide the required documents or information within the required time frame (plus any extensions), the family will be sent a notice of termination (See Chapter 12).

The information provided by the family generally must be verified in accordance with the policies in Chapter 7. Unless the family reports a change, or the agency has reason to believe a change has occurred in information previously reported by the family, certain types of information that are verified at admission typically do not need to be re-verified on an annual basis. These include:

- Legal identity
- Age
- Social security numbers
- A person's disability status
- Citizenship or immigration status

If adding a new family member to the unit causes overcrowding according to the Housing Quality Standards (HQS) (see Chapter 8), the PHA must issue the family a new voucher, and the family and PHA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, the PHA must terminate the HAP contract in accordance with its terms [24 CFR 982.403].

11-I.D. DETERMINING ONGOING ELIGIBILITY OF CERTAIN STUDENTS [24 CFR 982.552(b)(5)]

Section 327 of Public Law 109-115 established new restrictions on the ongoing eligibility of certain students (both part- and full-time) who are enrolled in institutions of higher education.

If a student enrolled in an institution of higher education is under the age of 24, is not a veteran, is not married, and does not have a dependent child, the student's eligibility must be reexamined along with the income eligibility of the student's parents on an annual basis. In these cases, both the student and the student's parents must be income eligible for the student to continue to receive HCV assistance. If, however, a student in these circumstances is determined independent from his or her parents in accordance with PHA policy, the income of the student's parents will not be considered in determining the student's ongoing eligibility.

Students who reside with parents in an HCV assisted unit are not subject to this provision. It is limited to students who are receiving assistance on their own, separately from their parents.

PHA Policy

During the annual reexamination process, the PHA will determine the ongoing eligibility of each student who is subject to the eligibility restrictions in 24 CFR 5.612 by reviewing the student's individual income as well as the income of the student's parents. If the student has been determined "independent" from his/her parents based on the policies in Sections 3-II.E and 7-II.E, the parents' income will not be reviewed.

If the student is no longer income eligible based on his/her own income or the income of his/her parents, the student's assistance will be terminated in accordance with the policies in Section 12-I.D.

If the student continues to be income eligible based on his/her own income and the income of his/her parents (if applicable), the PHA will process a reexamination in accordance with the policies in this chapter.

11-I.E. EFFECTIVE DATES

The PHA must establish policies concerning the effective date of changes that result from an annual reexamination [24 CFR 982.516].

PHA Policy

In general, an *increase* in the family share of the rent that results from an annual reexamination will take effect on the family's anniversary date, and the family will be notified at least 30 days in advance.

If less than 30 days remain before the scheduled effective date, the increase will take effect on the first of the month following the end of the 30-day notice period.

If a family moves to a new unit, the increase will take effect on the effective date of the new lease and HAP contract, and no 30-day notice is required.

If the PHA chooses to schedule an annual reexamination for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by the PHA, but will always allow for the 30-day notice period.

If the family causes a delay in processing the annual reexamination, *increases* in the family share of the rent will be applied retroactively, to the scheduled effective date of the annual reexamination. The family will be responsible for any overpaid subsidy and may be offered a repayment agreement in accordance with the policies in Chapter 16.

In general, a *decrease* in the family share of the rent that results from an annual reexamination will take effect on the family's anniversary date.

If a family moves to a new unit, the decrease will take effect on the effective date of the new lease and HAP contract, if the share of rent to be paid by the family does not exceed 40 percent of the family's monthly adjusted income. If the family's share of the rent exceeds 40 percent of their monthly adjusted income, decrease will be effective the first of the month following a full 30 day occupancy.

If the PHA chooses to schedule an annual reexamination for completion prior to the family's anniversary date for administrative purposes, the PHA will determine the effective date.

If the family causes a delay in processing the annual reexamination, d*ecreases* in the family share of the rent will be applied prospectively, from the first day of the month following completion of the reexamination processing.

Delays in reexamination processing are considered to be caused by the family if the family fails to provide information requested by the PHA by the date specified, and this delay prevents the PHA from completing the reexamination as scheduled.

PART II: INTERIM REEXAMINATIONS [24 CFR 982.516]

11-II.A. OVERVIEW

Family circumstances may change throughout the period between annual reexaminations. HUD and PHA policies dictate what kinds of information about changes in family circumstances must be reported, and under what circumstances the PHA must process interim reexaminations to reflect those changes. HUD regulations also permit the PHA to conduct interim reexaminations of income or family composition at any time. When an interim reexamination is conducted, only those factors that have changed are verified and adjusted [HCV GB, p. 12-10].

In addition to specifying what information the family must report, HUD regulations permit the family to request an interim determination if other aspects of the family's income or composition changes. The PHA must complete the interim reexamination within a reasonable time after the family's request.

This part includes HUD and PHA policies describing what changes families are required to report, what changes families may choose to report, and how the PHA will process both PHA-and family-initiated interim reexaminations.

11-II.B. CHANGES IN FAMILY AND HOUSEHOLD COMPOSITION

The PHA must adopt policies prescribing when and under what conditions the family must report changes in family composition. However, due to family obligations under the program, the PHA has limited discretion in this area.

PHA Policy

The PHA will conduct interim reexaminations to account for any changes in household composition that occur between annual reexaminations.

New Family Members Not Requiring Approval

The addition of a family member as a result of birth, adoption, or court-awarded custody does not require PHA approval. However, the family is required to promptly notify the PHA of the addition [24 CFR 982.551(h)(2)].

PHA Policy

The family must inform the PHA of the birth, adoption or court-awarded custody of a child within 10 business days.

New Family and Household Members Requiring Approval

With the exception of children who join the family as a result of birth, adoption, or court-awarded custody, a family must request PHA approval to add a new family member [24 CFR 982.551(h)(2)] or other household member (live-in aide or foster child) [24 CFR 982.551(h)(4)].

When any new family member is added, the PHA must conduct a reexamination to determine any new income or deductions associated with the additional family member, and to make appropriate adjustments in the family share of the rent and the HAP payment [24 CFR 982.516(e)].

If a change in family size causes a violation of Housing Quality Standards (HQS) space standards (see Chapter 8), the PHA must issue the family a new voucher, and the family and PHA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, the PHA must terminate the HAP contract in accordance with its terms [24 CFR 982.403].

PHA Policy

Families must request PHA approval to add a new family member, live-in aide, foster child, or foster adult. This includes any person not on the lease who is expected to stay in the unit for more than 15 consecutive days, or 30 cumulative days, within a twelve-month period, and therefore no longer qualifies as a "guest." Requests must be made in writing and approved by the PHA prior to the individual moving in the unit.

The PHA will not approve the addition of a new family or household member unless the individual meets the PHA's eligibility criteria (see Chapter 3).

The PHA will not approve the addition of a foster child or foster adult if it will cause a violation of HQS space standards.

If the PHA determines an individual meets the PHA's eligibility criteria as defined in Chapter 3, the PHA will provide written approval to the family. If the approval of a new family member or live-in aide will cause overcrowding according to HQS standards, the approval letter will explain that the family will be issued another voucher and will be required to move.

If the PHA determines that an individual does not meet the PHA's eligibility criteria as defined in Chapter 3, the PHA will notify the family in writing of its decision to deny approval of the new family or household member and the reasons for the denial.

The PHA will make its determination within 30 business days of receiving all information required to verify the individual's eligibility.

Departure of a Family or Household Member

Families must promptly notify the PHA if any family member no longer lives in the unit

[24 CFR 982.551(h)(3)]. Because household members are considered when determining the family unit (voucher) size [24 CFR 982.402], the PHA also needs to know when any live-in aide, foster child, or foster adult ceases to reside in the unit.

PHA Policy

If a household member ceases to reside in the unit, the family must inform the PHA within 10 business days. This requirement also applies to a family member who has been considered temporarily absent at the point that the family concludes the individual is permanently absent.

If a live-in aide, foster child, or foster adult ceases to reside in the unit, the family must inform the PHA within 10 business days.

11-II.C. CHANGES AFFECTING INCOME OR EXPENSES

Interim reexaminations can be scheduled either because the PHA has reason to believe that changes in income or expenses may have occurred, or because the family reports a change. When a family reports a change, the PHA may take different actions depending on whether the family reported the change voluntarily, or because it was required to do so.

PHA-Initiated Interim Reexaminations

PHA-initiated interim reexaminations are those that are scheduled based on circumstances or criteria defined by the PHA. They are not scheduled because of changes reported by the family.

PHA Policy

The PHA will conduct interim reexaminations in each of the following instances:

For families receiving the Earned Income Disallowance (EID), the PHA will conduct an interim reexamination at the start and conclusion of the second 12-month exclusion period (50 percent phase-in period).

If the family has reported zero income, the PHA will conduct an interim reexamination at least every 3 months as long as the family continues to report that they have no income.

The PHA may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint.

Family-Initiated Interim Reexaminations

The PHA must adopt policies prescribing when and under what conditions the family must report changes in family income or expenses [24 CFR 982.516(c)]. In addition, HUD regulations require that the family be permitted to obtain an interim reexamination any time the family has experienced a change in circumstances since the last determination [24 CFR 982.516(b)(2)].

Required Reporting

HUD regulations give the PHA the freedom to determine the circumstances under which families will be required to report changes affecting income.

PHA Policy

Families are required to report all increases in earned and unearned income, including new employment, within 10 business days of the date the change takes effect.

The PHA will only process changes in income that will result in more than a \$250 monthly increase in the family's gross income. *Note: This does not apply to FSS clients and participant's reporting zero income, all changes must be completed.*

The PHA will only conduct interim reexaminations for families that qualify for the earned income disallowance (EID), and only when the EID family's share of rent will change as a result of the increase. In all other cases, the PHA will note the information in the tenant file, but will not conduct an interim reexamination.

Families are not required to report any other changes in income or expenses.

Optional Reporting

The family may request an interim reexamination any time the family has experienced a change in circumstances since the last determination [24 CFR 982.516(b)(2)]. The PHA must process the request if the family reports a change that will result in a reduced family income [HCV GB, p. 12-9].

If a family reports a decrease in income from the loss of welfare benefits due to fraud or non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program, the family's share of the rent will not be reduced [24 CFR 5.615]. For more information regarding the requirement to impute welfare income see Chapter 6.

PHA Policy

If a family reports a change that results in less than a \$250 increase in the family's monthly gross income, the PHA will note the information in the tenant file, but will not conduct an interim reexamination.

If a family reports a change that it was not required to report and that would result in an increase in the family share of the rent, the PHA will note the information in the tenant file, but will not conduct an interim reexamination.

If a family reports a change that it was not required to report and that would result in a decrease in the family share of rent, the PHA will conduct an interim reexamination. See Section 11-II.D. for effective dates.

Families may report changes in income or expenses at any time.

11-II.D. PROCESSING THE INTERIM REEXAMINATION

Method of Reporting

PHA Policy

The family may notify the PHA of changes either orally or in writing. If the family provides oral notice, the PHA will require the family to submit the changes in writing.

Based on the type of change reported, the PHA will determine the documentation the family will be required to submit. The family must submit any required information or documents within 10 business days of receiving a request from the PHA. This time frame may be extended for good cause with PHA approval. The PHA will accept required documentation by mail, by fax, or in person.

Effective Dates

The PHA must establish the time frames in which any changes that result from an interim reexamination will take effect [24 CFR 982.516(d)]. The changes may be applied either retroactively or prospectively, depending on whether there is to be an increase or a decrease in the family share of the rent, and whether the family reported any required information within the required time frames [HCV GB, p. 12-10].

PHA Policy

If the family share of the rent is to *increase*:

The increase generally will be effective on the first of the month following 30 days' notice to the family.

If a family fails to report a change within the required time frames, or fails to provide all required information within the required time frames, the increase will be applied retroactively, to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any overpaid subsidy and may be offered a repayment agreement in accordance with the policies in Chapter 16.

If the family share of the rent is to *decrease*:

The decrease will be effective on the first day of the month following the month in which the change was reported and all required documentation was submitted. In cases where the change cannot be verified until after the date the change would have become effective, the change will be made retroactively.

PART III: RECALCULATING FAMILY SHARE AND SUBSIDY AMOUNT

11-III.A. OVERVIEW

After gathering and verifying required information for an annual or interim reexamination, the PHA must recalculate the family share of the rent and the subsidy amount, and notify the family and owner of the changes [24 CFR 982.516(d)(2), HCV 12-6 and 12-10]. While the basic policies that govern these calculations are provided in Chapter 6, this part lays out policies that affect these calculations during a reexamination.

11-III.B. CHANGES IN PAYMENT STANDARDS AND UTILITY ALLOWANCES

In order to calculate the family share of the rent and HAP amount correctly, changes in payment standards, subsidy standards, or utility allowances may need to be updated and included in the PHA's calculations.

Specific policies governing how subsidy standards, payment standards, and utility allowances are applied are discussed below.

Payment Standards [24 CFR 982.505]

The family share of the rent and HAP calculations must use the correct payment standard for the family, taking into consideration the family unit size, the size of unit, and the area in which the unit is located [HCV GB, p. 12-5]. See Chapter 6 for information on how to select the appropriate payment standard.

When the PHA changes its payment standards or the family's situation changes, new payment standards are applied at the following times:

- If the PHA's payment standard amount changes during the term of the HAP contract, the date on which the new standard is applied depends on whether the standard has increased or decreased:
 - If the payment standard amount has i*ncreased*, the increased payment standard will be applied at the *first annual* reexamination following the effective date of the increase in the payment standard.
 - If the payment standard amount has *decreased*, the decreased payment standard will be applied at the *second annual* reexamination following the effective date of the decrease in the payment standard.
- If the family moves to a new unit, or a new HAP contract is executed due to changes in the lease (even if the family remains in place) the current payment standard applicable to the family will be used when the new HAP contract is processed.

Subsidy Standards [24 CFR 982.505(c)(4)]

If there is a change in the family unit size that would apply to a family during the HAP contract term, either due to a change in family composition, or a change in the PHA's subsidy standards (see Chapter 5), the new family unit size must be used to determine the payment standard amount for the family at the family's *first annual* reexamination following the change in family unit size.

Utility Allowances [24 CFR 982.517(d)]

The family share of the rent and HAP calculations must reflect any changes in the family's utility arrangement with the owner, or in the PHA's utility allowance schedule [HCV GB, p. 12-5]. Chapter 16 discusses how utility allowance schedules are established.

When there are changes in the utility arrangement with the owner, the PHA must use the utility allowances in effect at the time the new lease and HAP contract are executed.

At reexamination, the PHA must use the PHA current utility allowance schedule [24 CFR 982.517(d)(2)].

PHA Policy

Revised utility allowances will be applied to a family's rent and subsidy calculations at the first annual reexamination after the allowance is adopted.

11-III.C. NOTIFICATION OF NEW FAMILY SHARE AND HAP AMOUNT

The PHA must notify the owner and family of any changes in the amount of the HAP payment [HUD-52641, HAP Contract]. The notice must include the following information [HCV GB, p. 12-6]:

- The amount and effective date of the new HAP payment
- The amount and effective date of the new family share of the rent
- The amount and effective date of the new tenant rent to owner

The family must be given an opportunity for an informal hearing regarding the PHA's determination of their annual or adjusted income, and the use of such income to compute the housing assistance payment [24 CFR 982.555(a)(1)(i)] (see Chapter 16).

PHA Policy

The notice to the family will include the amount and effective date of the new HAP payment and Tenant rent to owner. The notice also will state the procedures for requesting an informal hearing.

11-III.D. DISCREPANCIES

During an annual or interim reexamination, the PHA may discover that information previously reported by the family was in error, or that the family intentionally misrepresented information. In addition, the PHA may discover errors made by the PHA. When errors resulting in the overpayment or underpayment of subsidy are discovered, corrections will be made in accordance with the policies in Chapter 13.

Chapter 12

TERMINATION OF ASSISTANCE AND TENANCY

HUD regulations specify the reasons for which a PHA can terminate a family's assistance, and the ways in which such terminations must take place. They also dictate the circumstances under which an owner may terminate the tenancy of an assisted family. This chapter presents the policies that govern voluntary and involuntary terminations of assistance, and termination of tenancy by the owner. It is presented in three parts:

<u>Part I: Grounds for Termination of Assistance</u>. This part discusses various reasons that a family's assistance may be terminated, including voluntary termination by the family, termination because the family no longer qualifies to receive subsidy, and termination by the PHA based on the family's behavior.

<u>Part II: Approach to Termination of Assistance</u>. This part describes the policies that govern how an involuntary termination takes place. It specifies the alternatives that the PHA may consider in lieu of termination, the criteria the PHA must use when deciding what action to take, and the steps the PHA must take when terminating a family's assistance.

<u>Part III: Termination of Tenancy by the Owner.</u> This part presents the policies that govern the owner's right to terminate an assisted tenancy.

PART I: GROUNDS FOR TERMINATION OF ASSISTANCE

12-I.A. OVERVIEW

HUD <u>requires</u> the PHA to terminate assistance for certain offenses and when the family no longer requires assistance. HUD <u>permits</u> the PHA to terminate assistance for certain other actions family members take or fail to take. In addition, a family may decide to stop receiving HCV assistance at any time by notifying the PHA.

12-I.B. FAMILY NO LONGER REQUIRES ASSISTANCE [24 CFR 982.455]

As a family's income increases, the amount of PHA subsidy goes down. If the amount of HCV assistance provided by the PHA drops to zero and remains at zero for 180 consecutive calendar days the family's assistance terminates automatically.

PHA Policy

If a participating family receiving zero assistance experiences a change in circumstances that would cause the HAP payment to rise above zero, the family must notify the PHA of the changed circumstances and request an interim reexamination before the expiration of the 180-day period.

12-I.C. FAMILY CHOOSES TO TERMINATE ASSISTANCE

The family may request that the PHA terminate the family's assistance at any time.

PHA Policy

The request to terminate assistance should be made in writing and signed by the head of household, spouse, or cohead. Before terminating the family's assistance, the PHA will follow the notice requirements in Section 12-II.E.

12-I.D. MANDATORY TERMINATION OF ASSISTANCE

HUD requires the PHA to terminate assistance in the following circumstances.

Eviction [24 CFR 982.552(b)(2), Pub.L. 109-162]

The PHA must terminate assistance whenever a family is evicted from a unit assisted under the HCV program for a serious or repeated violation of the lease. Incidents of actual or threatened violence, dating violence, or stalking may not be construed as serious or repeated violations of the lease by the victim or threatened victim of such violence or stalking.

PHA Policy

A family will be considered *evicted* if the family moves after a legal eviction order has been issued, whether or not physical enforcement of the order was necessary.

If a family moves after the owner has given the family an eviction notice for serious or repeated lease violations but before a legal eviction order has been issued, termination of assistance is not mandatory. However, the PHA will determine whether the family has committed serious or repeated violations of the lease based on available evidence and may terminate assistance or take any of the alternative measures described in

Section 12-II.C and other factors as described in Sections 12-II.E. Upon consideration of such alternatives and factors, the PHA may, on a case-by-case basis, choose not to terminate assistance.

Serious and repeated lease violations will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises and criminal activity. Generally, the criteria to be used is whether the reason for the eviction was through no fault of the tenant or guests.

Failure to Provide Consent [24 CFR 982.552(b)(3)]

The PHA must terminate assistance if any family member fails to sign and submit any consent form they are required to sign for a reexamination. See Chapter 7 for a complete discussion of consent requirements.

Failure to Document Citizenship [24 CFR 982.552(b)(4) and [24 CFR 5.514(c)]

The PHA must terminate assistance if (1) a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status; (2) a family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family; or (3) a family member, as determined by the PHA, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit.

For (3) above, such termination must be for a period of at least 24 months. This does not apply to ineligible noncitizens already in the household where the family's assistance has been prorated. See Chapter 7 for a complete discussion of documentation requirements.

Failure to Provide Social Security Documentation [24 CFR 5.218(c)]

The PHA must terminate assistance if a participant family fails to provide the documentation or certification required for any family member who obtains a social security number, joins the family, or reaches 6 years of age.

Methamphetamine Manufacture or Production [24 CFR 982.553(b)(1)(ii)]

The PHA must terminate assistance if any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally-assisted housing.

Failure of Students to Meet Ongoing Eligibility Requirements [24 CFR 982.552(b)(5) and FR 4/10/06]

If a student enrolled at an institution of higher education is under the age of 24, is not a veteran, is not married, does not have dependent children, and is not residing with his/her parents in an HCV assisted household, the PHA must the terminate the student's assistance if, at the time of reexamination, either the student's income or the income of the student's parents (if applicable) exceeds the applicable income limit.

If a participant household consists of both eligible and ineligible students, the eligible students shall not be terminated, but must be issued a voucher to move with continued assistance in accordance with program regulations and PHA policies, or must be given the opportunity to lease in place if the terminated ineligible student members elect to move out of the assisted unit.

12-I.E. MANDATORY POLICIES AND OTHER AUTHORIZED TERMINATIONS Mandatory Policies [24 CFR 982.553(b) and 982.551(l)]

HUD requires the PHA to establish policies that permit the PHA to terminate assistance if the PHA determines that:

- Any household member is currently engaged in any illegal use of a drug, or has a pattern of
 illegal drug use that interferes with the health, safety, or right to peaceful enjoyment of the
 premises by other residents
- Any household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents
- Any household member has violated the family's obligation not to engage in any drugrelated criminal activity
- Any household member has violated the family's obligation not to engage in violent criminal activity

Use of Illegal Drugs and Alcohol Abuse

PHA Policy

The PHA will terminate a family's assistance if any household member is currently engaged in any illegal use of a drug, or has a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

The PHA will terminate assistance if any household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

Currently engaged in is defined as any use of illegal drugs during the previous six months.

The PHA will consider all credible evidence, including but not limited to, any record of arrests, convictions, or eviction of household members related to the use of illegal drugs or abuse of alcohol.

In making its decision to terminate assistance, the PHA will consider alternatives as described in Section 12-II.C and other factors described in Section 12-II.D. Upon consideration of such alternatives and factors, the PHA may, on a case-by-case basis, choose not to terminate assistance.

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Drug-Related and Violent Criminal Activity [24 CFR 5.100]

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

Drug-related criminal activity is defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

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

PHA Policy

The PHA will terminate a family's assistance if any household member has violated the family's obligation not to engage in any drug-related or violent criminal activity during participation in the HCV program. *Covered person* is defined as any member of the tenant's household, a guest or another person under the tenant's control.

The PHA will consider all credible evidence, including but not limited to, any record of arrests and/or convictions of household members related to drug-related or violent criminal activity, and any eviction or notice to evict based on drug-related or violent criminal activity.

In making its decision to terminate assistance, the PHA will consider alternatives as described in Section 12-II.C and other factors described in Section 12-II.D. Upon consideration of such alternatives and factors, the PHA may, on a case-by-case basis, choose not to terminate assistance.

Other Authorized Reasons for Termination of Assistance [24 CFR 982.552(c)]

HUD permits the PHA to terminate assistance under a number of other circumstances. It is left to the discretion of the PHA whether such circumstances in general warrant consideration for the termination of assistance. The Violence Against Women Reauthorization Act of 2005 explicitly prohibits PHAs from considering incidents or actual threatened domestic violence, dating violence, or stalking as reasons for terminating the assistance of a victim of such violence.

PHA Policy¹

The PHA **will not** terminate a family's assistance because of the family's failure to meet its obligations under the Family Self-Sufficiency program.

The PHA will terminate a family's assistance if:

The family has failed to comply with any family obligations under the program. See Exhibit 12-1 for a listing of family obligations and related PHA policies.

Any family member has been evicted from federally-assisted housing in the last five years.

Any PHA has terminated assistance under the program for any member of the family in the last five years.

Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

The family currently owes rent or other amounts to any PHA in connection with the HCV, Certificate, Moderate Rehabilitation or public housing programs.

The family has not reimbursed any PHA for amounts the PHA paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

The family has breached the terms of a repayment agreement entered into with the PHA.

A family member has engaged in or threatened violent or abusive behavior toward PHA personnel.

Abusive or violent behavior towards PHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior. Abusive behavior may also include theft of PHA property or property of PHA personnel.

Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

In making its decision to terminate assistance, the PHA will consider alternatives as described in Section 12-II.C and other factors described in Section 12-II.D. Upon

¹ Revised/Approved 12/06/07

consideration of such alternatives and factors, the PHA may, on a case-by-case basis, choose not to terminate assistance.					

Family Absence from the Unit [24 CFR 982.312]

The family may be absent from the unit for brief periods. The PHA must establish a policy on how long the family may be absent from the assisted unit. However, the family may not be absent from the unit for a period of more than 180 consecutive calendar days for any reason. Absence in this context means that no member of the family is residing in the unit.

PHA Policy

If the family is absent from the unit for more than 180 consecutive calendar days, the family's assistance will be terminated. Notice of termination will be sent in accordance with Section 12-II.E.

Insufficient Funding [24 CFR 982.454]

The PHA may terminate HAP contracts 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.

PHA Policy

The PHA will determine whether there is sufficient funding to pay for currently assisted families according to the policies in Part VIII of Chapter 16. If the PHA determines there is a shortage of funding, prior to terminating any HAP contracts, the PHA will determine if any other actions can be taken to reduce program costs. If after implementing all reasonable cost cutting measures there is not enough funding available to provide continued assistance for current participants, the PHA will terminate HAP contracts as a last resort.

Prior to terminating any HAP contracts, the PHA will inform the local HUD field office. The PHA will terminate the minimum number needed in order to reduce HAP costs to a level within the PHA's annual budget authority.

If the PHA must terminate HAP contracts due to insufficient funding, the PHA will do so in accordance with the following criteria and instructions:

- Vouchers that have not been contracted yet
- Non elderly/non disabled families w/program longevity
- Non elderly/non disabled single member families

PART II: APPROACH TO TERMINATION OF ASSISTANCE

12-II.A. OVERVIEW

The PHA is required by regulation to terminate a family's assistance if certain program rules are violated. For other types of offenses, the regulations give the PHA the discretion to either terminate the family's assistance or to take another action. This part discusses the various actions the PHA may choose to take when it has discretion, and outlines the criteria the PHA will use to make its decision about whether or not to terminate assistance. It also specifies the requirements for the notice that must be provided before terminating assistance.

12-II.B. METHOD OF TERMINATION [24 CFR 982.552(a)(3)]

The way in which the PHA terminates assistance depends upon individual circumstances. HUD permits the PHA to terminate assistance by:

- Terminating housing assistance payments under a current HAP contract,
- Refusing to approve a request for tenancy or to enter into a new HAP contract, or
- Refusing to process a request for or to provide assistance under portability procedures.

12-II.C. ALTERNATIVES TO TERMINATION OF ASSISTANCE

Change in Household Composition

As a condition of continued assistance, the PHA may require that any household member who participated in or was responsible for an offense no longer resides in the unit [24 CFR 982.552(c)(2)(ii)].

PHA Policy

As a condition of continued assistance, the head of household must certify that the culpable family member has vacated the unit and will not be permitted to visit or to stay as a guest in the assisted unit. The family must present evidence of the former family member's current address upon PHA request.

Repayment of Family Debts

PHA Policy

If a family owes amounts to the PHA, as a condition of continued assistance, the PHA will require the family to repay the full amount or to enter into a repayment agreement, within 30 days of receiving notice from the PHA of the amount owed. See Chapter 16 for policies on repayment agreements.

12-II.D. CRITERIA FOR DECIDING TO TERMINATE ASSISTANCE

Evidence

For criminal activity, HUD permits the PHA to terminate assistance if a *preponderance of the evidence* indicates that a household member has engaged in the activity, regardless of whether the household member has been arrested or convicted [24 CFR 982.553(c)].

PHA Policy

The PHA will use the concept of the preponderance of the evidence as the standard for making all termination decisions.

Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence

Consideration of Circumstances [24 CFR 982.552(c)(2)(i)]

The PHA is permitted, but not required, to consider all relevant circumstances when determining whether a family's assistance should be terminated.

PHA Policy

The PHA will consider the following factors when making its decision to terminate assistance:

The seriousness of the case, especially with respect to how it would affect other residents

The effects that termination of assistance may have on other members of the family who were not involved in the action or failure

The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities or (as discussed further in section 12-II.E) a victim of domestic violence, dating violence, or stalking

The length of time since the violation occurred, the family's recent history and the likelihood of favorable conduct in the future

In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully

The PHA will require the participant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.

In the case of program abuse, the dollar amount of the overpaid assistance and whether or not a false certification was signed by the family.

Reasonable Accommodation [24 CFR 982.552(c)(2)(iv)]

If the family includes a person with disabilities, the PHA's decision to terminate the family's assistance is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.

PHA Policy

If a family indicates that the behavior of a family member with a disability is the reason for a proposed termination of assistance, the PHA will determine whether the behavior is related to the disability. If so, upon the family's request, the PHA will determine whether alternative measures are appropriate as a reasonable accommodation. The PHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed termination of assistance. See Chapter 2 for a discussion of reasonable accommodation.

12-II.E. TERMINATING THE ASSISTANCE OF DOMESTIC VIOLENCE, DATING VIOLENCE, OR STALKING VICTIMS AND PERPETRATORS [Pub.L. 109-162, Pub.L. 109-271]

The Violence Against Women Reauthorization Act of 2005 (VAWA) provides that "criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be a cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that domestic violence, dating violence, or stalking."

VAWA also gives PHAs the authority to "terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant."

VAWA does not limit the authority of the PHA to terminate the assistance of any participant if the PHA "can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant is not evicted or terminated from assistance."

Victim Documentation

PHA Policy

When a participant family is facing assistance termination because of the actions of a participant, household member, guest, or other person under the participant's control and a participant or immediate family member of the participant's family claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, or stalking, the PHA will require the individual to submit documentation affirming that claim.

The documentation must include two elements:

A signed statement by the victim that provides the name of the perpetrator and certifies that the incidents in question are bona fide incidents of actual or threatened domestic violence, dating violence, or stalking, and

One of the following:

A police or court record documenting the actual or threatened abuse, or

A statement signed by an employee, agent, or volunteer of a victim service provider; an attorney; a medical professional; or another knowledgeable professional from whom the victim has sought assistance in addressing the actual or threatened abuse. The professional must attest under penalty of perjury that the incidents in question are bona fide incidents of abuse, and the victim must sign or attest to the statement.

The required certification and supporting documentation must be submitted to the PHA within 14 business days after the PHA issues their written request. The 14-day deadline may be extended at the PHA's discretion. If the individual does not provide the required certification and supporting documentation within 14 business days, or the approved extension period, the PHA may proceed with assistance termination.

If the PHA can demonstrate an actual and imminent threat to other participants or those employed at or providing service to the property if the participant's tenancy is not terminated, the PHA will bypass the standard process and proceed with the immediate termination of the family's assistance.

Terminating the Assistance of a Domestic Violence Perpetrator

Although VAWA provides assistance termination protection for victims of domestic violence, it does not provide protection for perpetrators. VAWA gives the PHA the explicit authority to "terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others...without terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant." This authority supersedes any local, state, or other federal law to the contrary. However, if the PHA chooses to exercise this authority, it must follow any procedures prescribed by HUD or by applicable local, state, or federal law regarding termination of assistance [Pub.L. 109-271].

PHA Policy

When the actions of a participant or other family member result in a PHA decision to terminate the family's assistance and another family member claims that the actions involve criminal acts of physical violence against family members or others, the PHA will request that the victim submit the above required certification and supporting documentation in accordance with the stated time frame. If the certification and supporting documentation are submitted within the required time frame, or any approved extension period, the PHA will terminate the perpetrator's assistance. If the victim does not provide the certification and supporting documentation, as required, the PHA will proceed with termination of the family's assistance.

If the PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the participant's tenancy is not terminated, the PHA will bypass the standard process and proceed with the immediate termination of the family's assistance.

PHA Confidentiality Requirements

All information provided to the PHA regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared data base nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.

12-II.F. TERMINATION NOTICE [HCV GB, p. 15-7]

If a family's assistance is to be terminated, whether voluntarily or involuntarily, the PHA must give the family and the owner written notice that specifies:

- The reasons for which assistance has been terminated.
- The effective date of the termination
- The family's right to an informal hearing as described in Chapter 16

If a criminal record is the basis of the termination, a copy of the record must accompany the notice. A copy of the criminal record also must be provided to the subject of the record [24 CFR 982.553(d)].

PHA Policy

When termination is initiated by the PHA, the notice to terminate will be sent to the family and the owner at least 30 calendar days prior to the effective date of the termination. However, if a family vacates the unit without informing the PHA, 30 days notice will not be given. In these cases, the notice to terminate will be sent at the time the PHA learns the family has vacated the unit.

When a family requests to be terminated from the program they must do so in writing to the PHA (see section 12-I.C.). The PHA will then send a confirmation notice to the family and the owner within 10 business days of the family's request, but no later than the termination effective date (as requested by the family).

If the family does not request a hearing to appeal their termination within 10 business days, the PHA will send the owner/landlord a final notification of termination.

Notice of Termination Based on Citizenship Status [24 CFR 5.514 (c) and (d)]

The PHA must terminate assistance if (1) a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or eligible immigration status; (2) evidence of citizenship and eligible immigration status is submitted timely, but USCIS primary and secondary verification does not verify eligible immigration status of a family; or (3) the PHA determines that a family member has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit. For (3) above, such termination must be for a period of at least 24 months.

The notice of termination must advise the family of the reasons their assistance is being terminated, that they may be eligible for proration of assistance, the criteria and procedures for obtaining relief under the provisions for preservation of families, that they have the right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or a written explanation in support of the appeal, and that they have the right to request an informal hearing with the PHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal. Informal hearing procedures are contained in Chapter 16.

PHA Policy

The notice to terminate will be sent to the family and the owner at least 30 calendar days prior to the effective date of the termination.

12-II.G. HOW TERMINATION OF ASSISTANCE AFFECTS THE HAP CONTRACT AND LEASE

When the family's assistance is terminated, the lease and HAP contract terminate automatically [Form HUD-52641].

The owner may offer the family a separate unassisted lease [HCV GB, p. 15-8].

PART III: TERMINATION OF TENANCY BY THE OWNER

12-III.A. OVERVIEW

Termination of an assisted tenancy is a matter between the owner and the family; the PHA is not directly involved. However, the owner is under some constraints when terminating an assisted tenancy, and the reasons for which a tenancy is terminated dictate whether assistance also will be terminated.

12-III.B. GROUNDS FOR OWNER TERMINATION OF TENANCY [24 CFR 982.310 and Form HUD-52641-A, Tenancy Addendum]

During the term of the lease, the owner is not permitted to terminate the tenancy except for serious or repeated violations of the lease, certain violations of state or local law, or other good cause.

Serious or Repeated Lease Violations

The owner is permitted to terminate the family's tenancy for serious or repeated violations of the terms and conditions of the lease. This includes failure to pay rent or other amounts due under the lease. However, the PHA's failure to make a HAP payment to the owner is not a violation of the lease between the family and the owner.

Violation of Federal, State, or Local Law

The owner is permitted to terminate the tenancy if a family member violates federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.

Criminal Activity or Alcohol Abuse

The owner may terminate tenancy during the term of the lease if any *covered person*, meaning any member of the household, a guest or another person under the tenant's control commits any of the following types of criminal activity (for applicable definitions see 24 CFR 5.100):

- Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment
 of the premises by, other residents (including property management staff residing on the
 premises);
- Any criminal activity that 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;
- Any violent criminal activity on or near the premises; or
- Any drug-related criminal activity on or near the premises.

The owner may terminate tenancy during the term of the lease if any member of the household is:

- Fleeing to avoid prosecution, custody, or confinement after conviction for a crime or an attempt to commit a crime that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
- Violating a condition of probation or parole imposed under federal or state law.

The owner may terminate tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

The owner may terminate tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

Evidence of Criminal Activity

The owner may terminate tenancy and evict by judicial action a family for criminal activity by a covered person if the owner determines they have engaged in the criminal activity, regardless of arrest or conviction and without satisfying the standard of proof used for a criminal conviction, except in certain incidents where the criminal activity directly relates to domestic violence, dating violence, or stalking and the tenant or an immediate member of the tenant's family is the victim or threatened victim of the domestic violence, dating violence, or stalking. (See Section 12-II.E.).

Other Good Cause

During the initial lease term, the owner may not terminate the tenancy for "other good cause" unless the owner is terminating the tenancy because of something the family did or failed to do. During the initial lease term or during any extension term, other good cause includes the disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises.

After the initial lease term, "other good cause" for termination of tenancy by the owner includes:

- Failure by the family to accept the offer of a new lease or revision;
- The owner's desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit; or
- A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, or desire to lease the unit at a higher rent).

After the initial lease term, the owner may give the family notice at any time, in accordance with the terms of the lease.

12-III.C. EVICTION [24 CFR 982.310(e) and (f) and Form HUD-52641-A, Tenancy Addendum]

The owner must give the tenant a written notice that specifies the grounds for termination of tenancy during the term of the lease. The tenancy does not terminate before the owner has given this notice, and the notice must be given at or before commencement of the eviction action.

The notice of grounds may be included in, or may be combined with, any owner eviction notice to the tenant.

Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used under state or local law to commence an eviction action. The owner may only evict the tenant from the unit by instituting a court action. The owner must give the PHA a copy of any eviction notice at the same time the owner notifies the family. The family is also required to give the PHA a copy of any eviction notice (see Chapter 5).

PHA Policy

If the eviction action is finalized in court, the owner must provide the PHA with documentation related to the eviction, including notice of the eviction date, as soon as possible, but no later than 10 business days following the court-ordered eviction.

Failure to submit a copy of the court order to the PHA within 10 business days will result in collection of any Housing Assistance Payments made following the effective termination date.

12-III.D. DECIDING WHETHER TO TERMINATE TENANCY [24 CFR 982.310(h)]

An owner who has grounds to terminate a tenancy is not required to do so, and may consider all of the circumstances relevant to a particular case before making a decision. These might include:

- The seriousness of the offending action;
- The effect on the community of the termination, or of the owner's failure to terminate the tenancy;
- The extent of participation by the leaseholder in the offending action;
- The effect of termination of tenancy on household members not involved in the offending activity;
- The demand for assisted housing by families who will adhere to lease responsibilities;
- The extent to which the leaseholder has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action;
- The effect of the owner's action on the integrity of the program.

The owner may require a family to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.

In determining whether to terminate tenancy for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the owner may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully (42 U.S.C. 13661). For this purpose, the owner may require the tenant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

The owner's termination of tenancy actions must be consistent with the fair housing and equal opportunity provisions in 24 CFR 5.105.

An owner's decision to terminate tenancy for incidents related to domestic violence, dating violence, or stalking is limited by the Violence Against Women Reauthorization Act of 2005 (VAWA). (See Section 12-II.E.)

12-III.E. EFFECT OF TERMINATION OF TENANCY ON THE FAMILY'S ASSISTANCE

If a termination is not due to a serious or repeated violation of the lease, and if the PHA has no other grounds for termination of assistance, the PHA may issue a new voucher so that the family can move with continued assistance (see Chapter 10).

EXHIBIT 12-1: STATEMENT OF FAMILY OBLIGATIONS

Following is a listing of a participant family's obligations under the HCV program:

- The family must supply any information that the PHA or HUD determines to be necessary, including submission of required evidence of citizenship or eligible immigration status.
- The family must supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
- The family must disclose and verify social security numbers and sign and submit consent forms for obtaining information.
- Any information supplied by the family must be true and complete.
- The family is responsible for any Housing Quality Standards (HQS) breach by the family
 caused by failure to pay tenant-provided utilities or appliances, or damages to the dwelling
 unit or premises beyond normal wear and tear caused by any member of the household or
 guest.

PHA Policy

Damages beyond normal wear and tear will be considered to be damages which could be assessed against the security deposit.

- The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice, as described in Chapter 8 of this plan.
- The family must not commit any serious or repeated violation of the lease.

PHA Policy

The PHA will determine if a family has committed serious or repeated violations of the lease based on available evidence, including but not limited to, a court-ordered eviction, or an owner's notice to evict.

Serious and repeated lease violations will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises and criminal activity. Generally, the criteria to be used is whether the reason for the eviction was through no fault of the tenant or guests.

• The family must notify the PHA and the owner before moving out of the unit or terminating the lease.

PHA Policy

The family must comply with lease requirements regarding written notice to the owner. The family must provide written notice to the PHA at the same time the owner is notified.

- The family must promptly give the PHA a copy of any owner eviction notice.
- The family must use the assisted unit for residence by the family. The unit must be the family's only residence.

• The composition of the assisted family residing in the unit must be approved by the PHA. The family must promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit.

PHA Policy

The request to add a family member must be submitted in writing and approved prior to the person moving into the unit. The PHA will determine eligibility of the new member in accordance with the policies in Chapter 3.

- The family must promptly notify the PHA in writing if any family member no longer lives in the unit.
- If the PHA has given approval, a foster child or a live-in aide may reside in the unit. The PHA has the discretion to adopt reasonable policies concerning residency by a foster child or a live-in aide, and to define when PHA consent may be given or denied. For policies related to the request and approval/disapproval of foster children, foster adults, and live-in aides, see Chapter 3 (Sections I.K and I.M), and Chapter 11 (Section II.B).
- The family must not sublease the unit, assign the lease, or transfer the unit.

PHA Policy

Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.

- The family must supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
- The family must promptly notify the PHA when the family is absent from the unit.

PHA Policy

Notice is required under this provision only when all family members will be absent from the unit for an extended period. An extended period is defined as any period greater than 30 calendar days. Written notice must be provided to the PHA at the start of the extended absence.

- The family must pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease [Form HUD-52646, Voucher].
- The family must not own or have any interest in the unit, (other than in a cooperative and owners of a manufactured home leasing a manufactured home space).
- Family members must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program. (See Chapter 14, Program Integrity for additional information).
- Family members must not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. See Chapter 12 for HUD and PHA policies related to drug-related and violent criminal activity.

- Members of the household must not engage in abuse of alcohol in a way that threatens the
 health, safety or right to peaceful enjoyment of the other residents and persons residing in the
 immediate vicinity of the premises. See Chapter 12 for a discussion of HUD and PHA
 policies related to alcohol abuse.
- An assisted family or member of the family must not receive HCV program assistance while
 receiving another housing subsidy, for the same unit or a different unit under any other
 federal, state or local housing assistance program.
- A family must not receive HCV program assistance while residing in a unit owned by a
 parent, child, grandparent, grandchild, sister or brother of any member of the family, unless
 the PHA has determined (and has notified the owner and the family of such determination)
 that approving rental of the unit, notwithstanding such relationship, would provide
 reasonable accommodation for a family member who is a person with disabilities. [Form
 HUD-52646, Voucher]

Chapter 13

OWNERS

INTRODUCTION

Owners play a central role in the HCV program by supplying decent, safe, and sanitary housing for participating families.

The term "owner" refers to any person or entity with the legal right to lease or sublease a unit to a participant in the HCV program [24 CFR 982.4(b)]. The term "owner" includes a principal or other interested party [24 CFR 982.453; 24 CFR 982.306(f)], such as a designated agent of the owner.

Owners have numerous responsibilities under the program, including screening and leasing to families, maintaining the dwelling unit, enforcing the lease, and complying with various contractual obligations. However, this chapter is not meant to be an overview of all aspects of owner participation in the HCV program.

The chapter is organized in two parts:

<u>Part I: Owners in the HCV Program</u>. This part discusses the role of an owner in the PHA's HCV program and highlights key owner rights and responsibilities.

<u>Part II: HAP Contracts</u>. This part explains provisions of the HAP contract and the relationship between the PHA and the owner as expressed in the HAP contract.

For detailed information about HCV program responsibilities and processes, including PHA policies in key areas, owners will need to refer to several other chapters in this plan. Where appropriate, Chapter 13 will reference the other chapters.

PART I. OWNERS IN THE HCV PROGRAM

13-I.A. OWNER RECRUITMENT AND RETENTION [HCV GB, pp. 2-4 to 2-6]

Recruitment

PHAs are responsible for ensuring that very low-income families have access to all types and ranges of affordable housing in the PHA's jurisdiction, particularly housing outside areas of poverty or minority concentration. A critical element in fulfilling this responsibility is for the PHA to ensure that a sufficient number of owners, representing all types and ranges of affordable housing in the PHA's jurisdiction, are willing to participate in the HCV program.

To accomplish this objective, PHAs must identify and recruit new owners to participate in the program.

PHA Policy

The PHA will conduct owner outreach to ensure that owners are familiar with the program and its advantages. The PHA will actively recruit property owners with property located outside areas of poverty and minority concentration. These outreach strategies may include:

Distributing printed material about the program to property owners and managers

Holding owner recruitment/information meetings at least once a year

Participating in community based organizations comprised of private property and apartment owners and managers

Developing working relationships with owners and real estate brokers associations

Outreach strategies will be monitored for effectiveness, and adapted accordingly.

Retention

In addition to recruiting owners to participate in the HCV program, the PHA must also provide the kind of customer service that will encourage participating owners to remain active in the program.

PHA Policy

All PHA activities that may affect an owner's ability to lease a unit will be processed as rapidly as possible, in order to minimize vacancy losses for owners.

The PHA will provide owners with a handbook that explains the program, including HUD and PHA policies and procedures, in easy-to-understand language.

The PHA will give special attention to helping new owners succeed through activities such as:

Providing the owner with a designated PHA contact person.

Coordinating inspection and leasing activities between the PHA, the owner, and the family.

Communicating with the owner to explain the inspection process, and providing an inspection booklet and other resource materials about HUD housing quality standards.

Providing other written information about how the program operates, including answers to frequently asked questions.

Additional services may be undertaken on an as-needed basis, and as resources permit.

13-I.B. BASIC HCV PROGRAM REQUIREMENTS

HUD requires the PHA to aid families in their housing search by providing the family with a list of landlords or other parties known to the PHA who may be willing to lease a unit to the family, or to help the family find a unit. Although the PHA cannot maintain a list of owners that are prequalified to participate in the program, owners may indicate to the PHA their willingness to lease a unit to an eligible HCV family, or to help the HCV family find a unit [24 CFR 982.301(b)(11)].

PHA Policy

Owners that wish to indicate their willingness to lease a unit to an eligible HCV family will be referred to www.gosection8.com.. The PHA will provide this listing to the HCV family. Additionally the PHA may recommend other venues such as Newspapers, etc.

When a family approaches an owner to apply for tenancy, the owner is responsible for screening the family and deciding whether to lease to the family, just as the owner would with any potential tenant. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or suitability for tenancy. See chapters 3 and 9 for more detail on tenant family screening policies and process.

If the owner is willing, the family and the owner must jointly complete a Request for Tenancy Approval (RTA, Form HUD 52517), which constitutes the family's request for assistance in the specified unit, and which documents the owner's willingness to lease to the family and to follow the program's requirements. When submitted to the PHA, this document is the first step in the process of obtaining approval for the family to receive the financial assistance it will need in order to occupy the unit. Also submitted with the RTA is a copy of the owner's proposed dwelling lease, including the HUD-required Tenancy Addendum (Form HUD-52641-A). See Chapter 9 for more detail on request for tenancy approval policies and process.

HUD regulations stipulate that an assisted tenancy can be approved only under certain conditions.

The owner must be qualified to participate in the program [24 CFR 982.306]. Some owners are precluded from participating in the program, or from renting to a particular family, either because of their past history with this or another federal housing program, or because of certain conflicts of interest. Owner qualifications are discussed later in this chapter.

The selected unit must be of a type that is eligible for the program [24 CFR 982.305(a)]. Certain types of dwelling units cannot be assisted under the HCV program. Other types may be assisted under certain conditions. In addition, the owner must document legal ownership of the specified unit. See chapter 9 for more detail on unit eligibility policies and process.

The selected unit must meet HUD's Housing Quality Standards (HQS) and/or equivalent state or local standards approved by HUD [24 CFR 982.305(a)]. The PHA will inspect the owner's

dwelling unit at various stages of HCV program participation, to ensure that the unit continues to meet HQS requirements. See chapter 8 for a discussion of the HQS standards, as well as the process for HQS inspections at initial lease-up and throughout the family's tenancy.

The PHA must determine that the cost of the unit is reasonable [24 CFR 982.305(a)]. The rent must be reasonable in relation to comparable unassisted units in the area and must not be in excess of rents charged by the owner for comparable, unassisted units on the premises. See chapter 8 for a discussion of requirements and policies on rent reasonableness, rent comparability and the rent reasonableness determination process.

At initial lease-up of a unit, the PHA must determine that the share of rent to be paid by the family does not exceed 40 percent of the family's monthly-adjusted income [24 CFR 982.305(a)]. See chapter 6 for a discussion of the calculation of family income, family share of rent and HAP.

The dwelling lease must comply with all program requirements [24 CFR 982.308]. Owners are encouraged to use their standard leases when renting to an assisted family. However, the HCV program requires that the <u>Tenancy Addendum</u>, which helps standardize the tenancy requirements for all assisted families, be added word-for-word to that lease. See chapter 9 for a discussion of the dwelling lease and tenancy addendum, including lease terms and provisions.

The PHA and the owner enter into a formal contractual relationship by executing the <u>Housing Assistance Payment (HAP) Contract</u> (Form HUD-52641). HUD prescribes the HAP contract format. See chapter 9 for a discussion of the HAP contract execution process. Specific HAP contract provisions and responsibilities are discussed later in this chapter 13.

13-I.C. OWNER RESPONSIBILITIES [24 CFR 982.452]

The basic owner responsibilities in the HCV program are outlined in the regulations as follows:

- Performing all of the owner's obligations under the Housing Assistance Payments (HAP) contract and the lease
- Performing all management and rental functions for the assisted unit, including selecting a voucher-holder to lease the unit, and deciding if the family is suitable for tenancy of the unit
- Maintaining the unit in accordance with the Housing Quality Standards (HQS), including performance of ordinary and extraordinary maintenance
- Complying with equal opportunity requirements
- Preparing and furnishing to the PHA information required under the HAP contract
- Collecting from the family any security deposit, the tenant's contribution to rent (that part of
 rent to owner not covered by the housing assistance payment from the PHA), and any charges
 for unit damage by the family.
- Enforcing tenant obligations under the dwelling lease
- Paying for utilities and services (unless paid by the family under the lease)
- Making modifications to a dwelling unit occupied or to be occupied by a disabled person [24 CFR 100.203]

• Comply with the Violence Against Women Reauthorization Act of 2005 (VAWA) when screening and terminating tenants.

13-I.D. OWNER QUALIFICATIONS

The PHA does not formally approve an owner to participate in the HCV program. However, there are a number of criteria where the PHA may deny approval of an assisted tenancy based on past owner behavior, conflict of interest, or other owner-related issues. No owner has a right to participate in the HCV program [24 CFR 982.306(e)].

Owners Barred from Participation [24 CFR 982.306(a) and (b)]

The PHA must not approve the assisted tenancy if the PHA has been informed that the owner has been debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24. HUD may direct the PHA not to approve a tenancy request if a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements, or if such an action is pending.

Leasing to Relatives [24 CFR 982.306(d), HCV GB p. 11-2]

The PHA must not approve an RTA if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family. The PHA may make an exception as a reasonable accommodation for a family member with a disability. The owner is required to certify that no such relationship exists. This restriction applies at the time that the family receives assistance under the HCV program for occupancy of a particular unit. Current contracts on behalf of owners and families that are related may continue, but any new leases or contracts for these families may not be approved.

Conflict of Interest [24 CFR 982.161; HCV GB p. 8-19]

The PHA must not approve a tenancy in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter:

- Any present or former member or officer of the PHA (except a participant commissioner)
- Any employee of the PHA, or any contractor, subcontractor or agent of the PHA, who formulates policy or who influences decisions with respect to the programs
- Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs
- Any member of the Congress of the United States

HUD may waive the conflict of interest requirements, except for members of Congress, for good cause. The PHA must submit a waiver request to the appropriate HUD Field Office for determination.

Any waiver request submitted by the PHA must include [HCV Guidebook pp.11-2 and 11-3]:

- Complete statement of the facts of the case;
- Analysis of the specific conflict of interest provision of the HAP contract and justification as to why the provision should be waived;

- Analysis of and statement of consistency with state and local laws. The local HUD office, the PHA, or both parties may conduct this analysis. Where appropriate, an opinion by the state's attorney general should be obtained;
- Opinion by the local HUD office as to whether there would be an appearance of impropriety if the waiver were granted;
- Statement regarding alternative existing housing available for lease under the HCV program or other assisted housing if the waiver is denied;
- If the case involves a hardship for a particular family, statement of the circumstances and discussion of possible alternatives;
- If the case involves a public official or member of the governing body, explanation of his/her duties under state or local law, including reference to any responsibilities involving the HCV program;
- If the case involves employment of a family member by the PHA or assistance under the HCV program for an eligible PHA employee, explanation of the responsibilities and duties of the position, including any related to the HCV program;
- If the case involves an investment on the part of a member, officer, or employee of the PHA, description of the nature of the investment, including disclosure/divestiture plans.

Where the PHA has requested a conflict of interest waiver, the PHA may not execute the HAP contract until HUD has made a decision on the waiver request.

PHA Policy

In considering whether to request a conflict of interest waiver from HUD, the PHA will consider factors the reasons for waiving the requirement; consistency with state and local laws; the existence of alternative housing available to families; the individual circumstances of a particular family; the specific duties of individuals whose positions present a possible conflict of interest; the nature of any financial investment in the property and plans for disclosure/divestiture; and the possible appearance of impropriety.

Owner Actions That May Result in Disapproval of a Tenancy Request [24 CFR 982.306(c)]

HUD regulations permit the PHA, at the PHA's discretion, to refuse to approve a request for tenancy if the owner has committed any of a number of different actions.

If the PHA disapproves a request for tenancy because an owner is not qualified, it may not terminate the HAP contract for any assisted families that are already living in the owner's properties unless the owner has violated the HAP contract for those units [HCV GB p. 11-4].

PHA Policy

The PHA will refuse to approve a request for tenancy if any of the following are true:

The owner has violated obligations under a HAP contract under Section 8 of the 1937 Act (42 U.S.C. 1437f);

The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

The owner has engaged in any drug-related criminal activity or any violent criminal activity;

The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;

The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the tenant, 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, of employees of the PHA, or of owner employees or other persons engaged in management of the housing; (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

The owner has a history or practice of renting units that fail to meet state or local housing codes;

The owner has not paid state or local real estate taxes, fines, or assessment

In considering whether to disapprove owners for any of the discretionary reasons listed above, the PHA will consider any mitigating factors. Such factors may include, but are not limited to, the seriousness of the violation in relation to program requirements, the impact on the ability of families to lease units under the program, health and safety of participating families, among others.

Legal Ownership of Unit

The following represents PHA policy on legal ownership of a dwelling unit to be assisted under the HCV program.

PHA Policy

The PHA will only enter into a contractual relationship with the legal owner of a qualified unit, or their designated representative. If a party other than the owner will manage the property, the owner must provide a copy of the most current TAR/TREC management agreement form or a notarized statement specifying the designee(s) and signed by the owner.

No tenancy will be approved without acceptable documentation of legal ownership (e.g., recorded deed of trust, final settlement statement signed by all parties, proof of taxes for most recent year).

13-I.E. NON-DISCRIMINATION [HAP Contract – Form HUD-52641]

The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability, in connection with any actions or responsibilities under the HCV program and the HAP contract with the PHA.

The owner must cooperate with the PHA and with HUD in conducting any equal opportunity compliance reviews and complaint investigations in connection with the HCV program and the HAP contract with the PHA.

See Chapter 2 for a more thorough discussion of Fair Housing and Equal Opportunity requirements in the HCV program.

PART II. HAP CONTRACTS

13-II.A. OVERVIEW

The HAP contract represents a written agreement between the PHA and the owner of the dwelling unit occupied by a HCV assisted family. The contract spells out the owner's responsibilities under the program, as well as the PHA's obligations. Under the HAP contract, the PHA agrees to make housing assistance payments to the owner on behalf of a specific family occupying a specific unit.

The HAP contract is used for all HCV program tenancies except for assistance under the Section 8 homeownership program, and assistance to families that own a manufactured home and lease the space. See chapter 15 for a discussion of any special housing types included in the PHA's HCV program.

If the PHA has given approval for the family of the assisted tenancy, the owner and the PHA execute the HAP contract. See chapter 9 for a discussion of the leasing process, including provisions for execution of the HAP contract.

13-II.B. HAP CONTRACT CONTENTS

HUD, specifically Housing Assistance Payment (HAP) Contract, Form HUD-52641, requires the HAP contract format.

The HAP contract contains three parts.

Part A of the contract includes basic **contract information** about the name of the tenant family, address of the contract unit, names of all household members, first and last dates of initial lease term, amount of initial monthly rent to owner, amount of initial housing assistance payment, utilities and appliances to be supplied by owner and tenant, signatures of PHA and owner [HCV Guidebook, pp 11-10 and 11-11].

In general, the HAP contract cannot be modified. However, PHAs do have the discretion to add language to Part A of the HAP contract which prohibits the owner from collecting a security deposit in excess of private market practices or in excess of amounts charged to unassisted tenants. PHA policy on the amount of security deposit an owner may collect is found in chapter 9.

In addition, PHAs have the discretion to add language to Part A of the HAP contract that defines when the housing assistance payment by the PHA is deemed received by the owner (e.g., upon mailing by the PHA or actual receipt by the owner).

PHA Policy

The PHA has not adopted a policy that defines when the housing assistance payment by the PHA is deemed received by the owner. Therefore, no modifications to the HAP contract will be necessary. Part B is the body of the contract. It describes in detail program requirements affecting the owner and owner roles and responsibilities under the HCV program. Most of the requirements contained in Part B of the HAP contract are outlined elsewhere in this plan. Topics addressed in Part B include:

- Lease of Contract Unit
- Maintenance, Utilities, and Other Services
- Term of HAP Contract
- Provision and Payment of Utilities and Appliances
- Rent to Owner: Reasonable Rent
- PHA Payment to Owner
- Prohibition of Discrimination
- Owner's Breach of HAP Contract
- PHA and HUD Access to Premises and Owner's Records
- Exclusion of Third Party Rights
- Conflict of Interest
- Assignment of the HAP Contract
- Written Notices
- Entire Agreement Interpretation

Part C of the contract includes the <u>Tenancy Addendum</u> (Form HUD-52641-A). The addendum sets forth the tenancy requirements for the program and the composition of the household, as approved by the PHA. The owner must sign the HUD Tenancy Addendum with the prospective tenant, and the tenant has the right to enforce the Tenancy Addendum against the owner. The terms of the Tenancy Addendum prevail over any other provisions of the lease.

13-II.C. HAP CONTRACT PAYMENTS

General

During the term of the HAP contract, and subject to the provisions of the HAP contract, the PHA must make monthly HAP payments to the owner on behalf of the family, at the beginning of each month. If a lease term begins after the first of the month, the HAP payment for the first month is prorated for a partial month.

The amount of the HAP payment is determined according to the policies described in Chapter 6, and is subject to change during the term of the HAP contract. The PHA must notify the owner and the family in writing of any changes in the HAP payment.

HAP payments can be made only during the lease term, and only while the family is residing in the unit.

The monthly HAP payment by the PHA is credited toward the monthly rent to owner under the family's lease. The total of the rent paid by the tenant, plus the PHA HAP payment, should be equal to the rent specified in the lease (the rent to owner).

The family is not responsible for payment of the HAP payment, and the PHA is not responsible for payment of the family share of rent.

The family's share of the rent cannot be more than the difference between the total rent to the owner and the HAP payment. The owner may not demand or accept any rent payment from the tenant in excess of this maximum [24 CFR 982.451(b)(4)]. The owner may not charge the tenant extra amounts for items customarily included in rent in the locality, or provided at no additional cost to unsubsidized tenants in the premises [24 CFR 982.510(c)]. See chapter 9 for a discussion of separate, non-lease agreements for services, appliances and other items that are not included in the lease.

If the owner receives any excess HAP from the PHA, the excess amount must be returned immediately. If the PHA determines that the owner is not entitled to all or a portion of the HAP, the PHA may deduct the amount of overpayment from any amounts due to the owner, including amounts due under any other Section 8 HCV contract. See Chapter 16 for additional detail on owner reimbursement of HAP overpayments.

Owner Certification of Compliance

Unless the owner complies with all provisions of the HAP contract, the owner is not entitled to receive housing assistance payments under the HAP contract [HAP Contract – Form HUD-52641].

By endorsing the monthly check from the PHA, the owner certifies to compliance with the terms of the HAP contract. This includes certification that the owner is maintaining the unit and premises in accordance with HQS; that the contract unit is leased to the tenant family and, to the best of the owner's knowledge, the family resides in the unit as the family's only residence; the rent to owner does not exceed rents charged by the owner for comparable unassisted units on the premises; and that the owner does not receive (other than rent to owner) any additional payments or other consideration for rent of the contract unit during the HAP term.

Late HAP Payments [24 CFR 982.451(a)(5)]

The PHA is responsible for making HAP payments promptly when due to the owner, in accordance with the terms of the HAP contract. After the first two calendar months of the HAP contract term, the HAP contract provides for penalties if the PHA fails to make the HAP payment on time.

Penalties for late HAP payments can only be imposed if 1) the penalties are in accordance with generally accepted local rental market practices and law governing penalties for late payment by tenants; 2) it is the owner's normal business practice to charge late payment penalties for both assisted and unassisted families; and 3) the owner charges the assisted family for late payment of the family's share of the rent.

The PHA is not required to pay a late payment penalty if HUD determines that the payment is late for reasons beyond the PHA's control. In addition, late payment penalties are not required if the PHA intentionally delays or denies payment as a remedy to an owner breach of the HAP contract [HCV Guidebook p. 11-7].

Termination of HAP Payments [24 CFR 982.311(b)]

The PHA must continue making housing assistance payments to the owner in accordance with the HAP contract as long as the tenant continues to occupy the unit and the HAP contract is not violated.

HAP payments terminate when the HAP contract terminates or when the tenancy is terminated in accordance with the terms of the lease.

If the owner has initiated eviction proceedings against the family and the family continues to reside in the unit, the PHA must continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant.

PHA Policy

The owner must inform the PHA when the owner has initiated eviction proceedings against the family and the family continues to reside in the unit.

The owner must inform the PHA when the owner has obtained a court judgment or other process allowing the owner to evict the tenant, and provide the PHA with a copy of such judgment or determination.

After the owner has obtained a court judgment or other process allowing the owner to evict the tenant, the PHA will continue to make HAP payments to the owner until the family actually moves from the unit or until the family is physically evicted from the unit, whichever is earlier. The owner must inform the PHA of the date when the family actually moves from the unit or the family is physically evicted from the unit.

13-II.D. BREACH OF HAP CONTRACT [24 CFR 982.453]

Any of the following actions by the owner constitutes a breach of the HAP contract:

- If the owner violates any obligations under the HAP contract including failure to maintain the unit in accordance with HQS
- If the owner has violated any obligation under any other HAP contract under Section 8
- If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program
- For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulation ns for the applicable program; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan
- If the owner has engaged in drug-related criminal activity
- If the owner has committed any violent criminal activity

If the PHA determines that a breach of the HAP contract has occurred, it may exercise any of its rights and remedies under the HAP contract.

The PHA rights and remedies against the owner under the HAP contract include recovery of any HAP overpayment, suspension of housing assistance payments, abatement or reduction of the housing assistance payment, termination of the payment or termination the HAP contract. The PHA may also obtain additional relief by judicial order or action.

The PHA must notify the owner of its determination and provide in writing the reasons for the determination. The notice may require the owner to take corrective action by an established deadline. The PHA must provide the owner with written notice of any reduction in housing assistance payments or the termination of the HAP contract.

PHA Policy

Before the PHA invokes a remedy against an owner, the PHA will evaluate all information and documents available to determine if the contract has been breached.

If relevant, the PHA will conduct an audit of the owner's records pertaining to the tenancy or unit.

If it is determined that the owner has breached the contract, the PHA will consider all of the relevant factors including the seriousness of the breach, the effect on the family, the owner's record of compliance and the number and seriousness of any prior HAP contract violations.

13-II.E. HAP CONTRACT TERM AND TERMINATIONS

The term of the HAP contract runs concurrently with the term of the dwelling lease [24 CFR 982.451(a)(2)], beginning on the first day of the initial term of the lease and terminating on the last day of the term of the lease, including any lease term extensions.

The HAP contract and the housing assistance payments made under the HAP contract terminate if [HCV Guidebook pp.11-4 and 11-5, pg. 15-3]:

- The owner or the family terminates the lease;
- The lease expires;
- The PHA terminates the HAP contract;
- The PHA terminates assistance for the family;
- The family moves from the assisted unit. In this situation, the owner is entitled to keep the housing assistance payment for the month when the family moves out of the unit.
- 180 calendar days have elapsed since the PHA made the last housing assistance payment to the owner;
- The family is absent from the unit for longer than the maximum period permitted by the PHA;
- The Annual Contributions Contract (ACC) between the PHA and HUD expires
- The PHA elects to terminate the HAP contract.

PHA Policy

The PHA may elect to terminate the HAP contract in each of the following situations:

Available program funding is not sufficient to support continued assistance for families in the program [24 CFR 982.454];

The unit does not meet HQS size requirements due to change in family composition [24 CFR 982.403] – see chapter 8;

The unit does not meet HQS [24 CFR 982.404] – see chapter 8;

The family breaks up [HUD Form 52641] – see chapter 3;

The owner breaches the HAP contract [24 CFR 982.453(b)] – see Section 13-II.D.

If the PHA terminates the HAP contract, the PHA must give the owner and the family written notice. The notice must specify the reasons for the termination and the effective date of the termination. Once a HAP contract is terminated, no further HAP payments may be made under that contract [HCV Guidebook pg.15-4].

PHA Policy

In all cases, the HAP contract terminates at the end of the calendar month that follows the calendar month in which the PHA gives written notice to the owner. The owner is not entitled to any housing assistance payment after this period, and must return to the PHA any housing assistance payment received after this period.

If the family moves from the assisted unit into a new unit, even if the new unit is in the same building or complex as the assisted unit, the HAP contract for the assisted unit terminates. A new HAP contract would be required [HCV GB, p. 11-17].

When the family moves from an assisted unit into a new unit, the term of the HAP contract for the new unit may begin in the same month in which the family moves out of its old unit. This is not considered a duplicative subsidy [HCV GB, p. 8-22].

13-II.F. CHANGE IN OWNERSHIP / ASSIGNMENT OF THE HAP CONTRACT [HUD-52641]

The HAP contract cannot be assigned to a new owner without the prior written consent of the PHA.

An owner under a HAP contract must notify the PHA in writing prior to a change in the legal ownership of the unit. The owner must supply all information as requested by the PHA.

The assignment will be approved only if the new owner is qualified to become an owner under the HCV program according to the policies in Section 13-I.D. of this chapter.

Prior to approval of assignment to a new owner, the new owner must agree to be bound by and comply with the HAP contract. The agreement between the new owner and the former owner must be in writing and in a form that the PHA finds acceptable. The new owner must provide the PHA with a copy of the executed agreement.

PHA Policy

The PHA must receive a signed, written request from the existing owner stating the name and address of the new HAP payee and the effective date of the assignment in order to change the HAP payee under an outstanding HAP contract.

Within 10 business days of receiving the owner's request, the PHA will inform the current owner in writing whether the assignment may take place.

The new owner must provide a written certification to the PHA that includes:

A copy of the escrow statement or other document showing the transfer of title and recorded deed:

A copy of the owner's IRS Form W-9, Request for Taxpayer Identification Number and Certification, or the social security number of the new owner;

The effective date of the HAP contract assignment;

A written agreement to comply with the terms of the HAP contract; and

Confirmation that the new owner is not a prohibited relative.

If the new owner does not agree to an assignment of the HAP contract, or fails to provide the necessary documents, the PHA will terminate the HAP contract with the old owner. If the new owner wants to offer the family a new lease, and the family elects to stay with continued assistance, the PHA will process the leasing in accordance with the policies in chapter 9.

Chapter 14

PROGRAM INTEGRITY

INTRODUCTION

The PHA is committed to ensuring that subsidy funds made available to the PHA are spent in accordance with HUD requirements.

This chapter covers HUD and PHA policies designed to prevent, detect, investigate and resolve instances of program abuse or fraud. It also describes the actions that will be taken in the case of unintentional errors and omissions.

<u>Part I: Preventing, Detecting, and Investigating Errors and Program Abuse</u>. This part presents PHA policies related to preventing, detecting, and investigating errors and program abuse.

<u>Part II: Corrective Measures and Penalties</u>. This part describes the corrective measures the PHA must and may take when errors or program abuses are found.

PART I: PREVENTING, DETECTING, AND INVESTIGATING ERRORS AND PROGRAM ABUSE

14-I.A. PREVENTING ERRORS AND PROGRAM ABUSE

PHA Policy

The PHA anticipates that the vast majority of families, owners, and PHA employees intend to and will comply with program requirements and make reasonable efforts to avoid errors.

To ensure that the PHA's HCV program is administered effectively and according to the highest ethical and legal standards, the PHA will employ a variety of techniques to ensure that both errors and intentional program abuse are rare.

The PHA will discuss program compliance and integrity issues during the voucher briefing sessions described in Chapter 5.

The PHA will provide each applicant and participant with the publication *Things You Should Know (HUD-1140-OIG)* that explains the types of actions a family must avoid and the penalties for program abuse.

The PHA will place a warning statement about the penalties for fraud (as described in the False Statement Act, U.S.C. 1001 and 1010) on key PHA forms and form letters that request information from a family or owner.

PHA staff will be required to review and explain the contents of all HUD- and PHA-required forms prior to requesting family member signatures.

The PHA will offer first-time owners (or their agents) to participate in a briefing session on HAP contract requirements.

The PHA will provide each PHA employee with the necessary training on program rules and the organization's standards of conduct and ethics.

For purposes of this chapter the term *error* refers to an unintentional error or omission. Program abuse or fraud refers to a single act or pattern of actions that constitute a false statement, omission, or concealment of a substantial fact, made with the intent to deceive or mislead.

14-I.B. DETECTING ERRORS AND PROGRAM ABUSE

In addition to taking steps to prevent errors and program abuse, the PHA will use a variety of activities to detect errors and program abuse.

Quality Control and Analysis of Data

Under the Section 8 Management Assessment Program (SEMAP), HUD requires the PHA to review a random sample of tenant records annually to determine if the records conform to program requirements and to conduct quality control inspections of a sample of units to ensure HQS compliance [24 CFR, Part 985]. (See Chapter 16 for additional information about SEMAP requirements).

PHA Policy

In addition to the SEMAP quality control requirements, the PHA will employ a variety of methods to detect errors and program abuse.

The PHA routinely will use available sources of up-front income verification to compare with family-provided information.

At each annual reexamination, current information provided by the family will be compared to information provided at the last annual reexamination to identify inconsistencies and incomplete information.

The PHA will compare family-reported income and expenditures to detect possible unreported income.

Credit bureau inquiries may be made (with proper authorization by the participant) in the following circumstances:

When the PHA receives an allegation wherein unreported income sources are disclosed.

When a participant's expenditures exceed his/her reported income and no plausible explanation is given.

Independent Audits and HUD Monitoring

OMB Circular A-133 requires all PHAs that expend \$500,000 or more in federal awards annually to have an independent audit (IPA). In addition, HUD conducts periodic on-site and automated monitoring of PHA activities and notifies the PHA of errors and potential cases of program abuse.

PHA Policy

The PHA will use the results reported in any IPA or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of the PHA's error detection and abuse prevention efforts.

Individual Reporting of Possible Errors and Program Abuse

PHA Policy

The PHA will encourage staff, program participants, and the public to report possible program abuse.

14-I.C. INVESTIGATING ERRORS AND PROGRAM ABUSE

When the PHA Will Investigate

PHA Policy

The PHA will review all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation. In order for the PHA to investigate, the allegation must contain at least one independently verifiable item of information, such as the name of an employer or the name of an unauthorized household member.

The PHA will investigate inconsistent information related to the family that is identified through file reviews and the verification process.

Any file documentation of past behavior as well as corroborating complaints will be evaluated.

If at the conclusion of the preliminary file review there is facts contained in the allegation that conflict with file data and that have been independently verified, the Supervisor will initiate an investigation.

Consent to Release of Information [24 CFR 982.516]

The PHA may investigate possible instances of error or abuse using all available PHA and public records. If necessary, the PHA will require HCV families to give consent to the release of additional information.

Analysis and Findings

PHA Policy

The PHA will base its evaluation on a preponderance of the evidence collected during its investigation.

Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence that as a whole shows that the fact sought to be proved is more probable than not. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence

For each investigation the PHA will determine (1) whether an error or program abuse has occurred, (2) whether any amount of money is owed the PHA, and (3) what corrective measures or penalties will be assessed.

Consideration of Remedies

All errors and instances of program abuse must be corrected prospectively. Whether the PHA will enforce other corrective actions and penalties depends upon the nature of the error or program abuse.

PHA Policy

In the case of family-caused errors or program abuse, the PHA will take into consideration (1) the seriousness of the offense and the extent of participation or culpability of individual family members, (2) any special circumstances surrounding the case, (3) any mitigating circumstances related to the disability of a family member, (4) the effects of a particular remedy on family members who were not involved in the offense.

In the case of owner-caused errors or program abuse, the PHA will take into consideration (1) the seriousness of the offense, (2) the length of time since the violation has occurred, and (3) the effects of a particular remedy on family members who were not involved in the offense.

Notice and Appeals

PHA Policy

The PHA will inform the relevant party in writing of its findings and remedies within 30 business days of the conclusion of the investigation. The notice will include (1) a description of the error or program abuse, (2) the basis on which the PHA determined the error or program abuses, (3) the remedies to be employed, and (4) the families right to appeal the results through the informal review or hearing process, if applicable (see Chapter 16).

PART II: CORRECTIVE MEASURES AND PENALTIES

14-II.A. SUBSIDY UNDER- OR OVERPAYMENTS

A subsidy under- or overpayment includes (1) an incorrect housing assistance payment to the owner, (2) an incorrect family share established for the family, and (3) an incorrect utility reimbursement to a family.

Corrections

Whether the incorrect subsidy determination is an overpayment or underpayment of subsidy, the PHA must promptly correct the HAP, family share, and any utility reimbursement prospectively.

PHA Policy

Increases in the family share will be implemented only after the family has received 30 days notice.

Any decreases in family share will become effective the first of the month following the discovery of the error. Decreases in family share will not be retroactive.

Payment to owners shall continue in cases of Tenant caused violations through the end of the month in which the violation was verified or through the eviction or hearing process, whichever occurs first. Owner must have notified the PHA of pending legal action against the tenant.

Reimbursement

Whether the family or owner is required to reimburse the PHA or the PHA is required to make retroactive subsidy payments to the owner or family depends upon which party is responsible for the incorrect subsidy payment and whether the action taken was an error or program abuse. Policies regarding reimbursement are discussed in the three sections that follow.

14-II.B. FAMILY-CAUSED ERRORS AND PROGRAM ABUSE

Family obligations and general administrative requirements for participating in the program are discussed throughout this plan. This section deals specifically with errors and program abuse by family members.

An incorrect subsidy determination caused by a family generally would be the result of incorrect reporting of family composition, income, assets, or expenses, but also would include instances in which the family knowingly allows the PHA to use incorrect information provided by a third party.

Family Reimbursement to PHA [HCV GB pp. 22-12 to 22-13]

PHA Policy

In the case of family-caused errors or program abuse, the family will be required to repay any excess subsidy received. The PHA may, but is not required to, offer the family a repayment agreement in accordance with Chapter 16. If the family fails to repay the excess subsidy, the PHA will terminate the family's assistance in accordance with the policies in Chapter 12.

PHA Reimbursement to Family [HCV GB p. 22-12]

PHA Policy

The PHA will not reimburse the family for any underpayment of assistance when the family clearly causes the underpayment.

Prohibited Actions

An applicant or participant in the HCV program must not knowingly:

- Make a false statement to the PHA [Title 18 U.S.C. Section 1001].
- Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program [24 CFR 982.552(c)(iv)].

PHA Policy

Any of the following will be considered evidence of family program abuse:

Payment to the owner in excess of amounts authorized by the PHA for rent, security deposit, and additional services

Offering bribes or illegal gratuities to the PHA Board of Commissioners, employees, contractors, or other PHA representatives

Offering payments or other incentives to the owner or a third party as an inducement for the third party to make false or misleading statements to the PHA on the family's behalf

Use of a false name or the use of falsified, forged, or altered documents

Intentional misreporting of family information or circumstances (e.g. income, family composition)

Omitted facts that were obviously known by a family member (e.g., not reporting employment income)

Admission of program abuse by an adult family member

The PHA may determine other actions to be program abuse based upon a preponderance of the evidence, as defined earlier in this chapter.

Penalties for Program Abuse

In the case of program abuse caused by a family the PHA may, at its discretion, impose any of the following remedies.

- The PHA may require the family to repay excess subsidy amounts paid by the PHA, as described earlier in this section.
- The PHA may require, as a condition of receiving or continuing assistance, that a culpable family member not reside in the unit. See policies in Chapter 3 (for applicants) and Chapter 12 (for participants).
- The PHA may deny or terminate the family's assistance following the policies set forth in Chapter 3 and Chapter 12 respectively.

• The PHA may refer the family for state or federal criminal prosecution as described in section 14-II.E.

14-II.C. OWNER-CAUSED ERROR OR PROGRAM ABUSE

Owner requirements that are part of the regular process of offering, leasing, and maintaining a unit (e.g., HQS compliance, fair housing) are addressed in the appropriate chapters of this plan. This section focuses on errors and program abuse by owners.

An incorrect subsidy determination caused by an owner generally would be the result of an incorrect owner statement about the characteristics of the assisted unit (e.g., the number of bedrooms, which utilities are paid by the family). It also includes accepting duplicate housing assistance payments for the same unit in the same month, or after a family no longer resides in the unit.

Owner Reimbursement to the PHA

In all cases of overpayment of subsidy caused by the owner, the owner must repay to the PHA any excess subsidy received. The PHA may recover overpaid amounts by withholding housing assistance payments due for subsequent months, or if the debt is large, the PHA may allow the owner to pay in installments over a period of time [HCV GB p. 22-13].

PHA Policy

In cases where the owner has received excess subsidy, the PHA will require the owner to repay the amount owed in accordance with the policies in Section 16-IV.B.

Prohibited Owner Actions

An owner participating in the HCV program must not:

- Make any false statement to the PHA [Title 18 U.S.C. Section 1001].
- Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program [24 CFR 982.453(a)(3)] including:

PHA Policy

Any of the following will be considered evidence of owner program abuse:

Charging the family rent above or below the amount specified by the PHA

Charging a security deposit other than that specified in the family's lease

Charging the family for services that are provided to unassisted tenants at no extra charge

Knowingly accepting housing assistance payments for any month(s) after the family has vacated the unit

Knowingly accepting incorrect or excess housing assistance payments

Offering bribes or illegal gratuities to the PHA Board of Commissioners, employees, contractors, or other PHA representatives

Offering payments or other incentives to an HCV family as an inducement for the family to make false or misleading statements to the PHA

Residing in the unit with an assisted family

Remedies and Penalties

When the PHA determines that the owner has committed program abuse, the PHA may take any of the following actions:

- Require the owner to repay excess housing assistance payments, as discussed earlier in this section and in accordance with the policies in Chapter 16.
- Terminate the HAP contract (See Chapter 13).
- Bar the owner from future participation in any PHA programs.
- Refer the case to state or federal officials for criminal prosecution as described in section 14-II.E.

14-II.D. PHA-CAUSED ERRORS OR PROGRAM ABUSE

The responsibilities and expectations of PHA staff with respect to normal program administration are discussed throughout this plan. This section specifically addresses actions of a PHA staff member that are considered errors or program abuse related to the HCV program. Additional standards of conduct may be provided in the PHA personnel policy.

PHA-caused incorrect subsidy determinations include (1) failing to correctly apply HCV rules regarding family composition, income, assets, and expenses, (2) assigning the incorrect voucher size to a family, and (3) errors in calculation.

Repayment to the PHA

Neither a family nor an owner is required to repay an overpayment of subsidy if the error or program abuse is caused by PHA staff [HCV GB. 22-12].

PHA Reimbursement to Family or Owner

The PHA must reimburse a family for any underpayment of subsidy, regardless of whether the underpayment was the result of staff-caused error or staff or owner program abuse. Funds for this reimbursement must come from the PHA's administrative fee reserves [HCV GB p. 22-12].

Prohibited Activities

PHA Policy

Any of the following will be considered evidence of program abuse by PHA staff:

Failing to comply with any HCV program requirements for personal gain

Failing to comply with any HCV program requirements as a result of a conflict of interest relationship with any applicant, participant, or owner

Seeking or accepting anything of material value from applicants, participating families, vendors, owners, contractors, or other persons who provide services or materials to the PHA

Disclosing confidential or proprietary information to outside parties

Gaining profit as a result of insider knowledge of PHA activities, policies, or practices

Misappropriating or misusing HCV funds

Destroying, concealing, removing, or inappropriately using any records related to the HCV program

Committing any other corrupt or criminal act in connection with any federal housing program

14-II.E. CRIMINAL PROSECUTION

PHA Policy

When the PHA determines that program abuse by an owner, family, or PHA staff member has occurred and the amount of overpaid subsidy meets or exceeds the threshold for prosecution under local or state law, the PHA will refer the matter to the appropriate entity for prosecution. When the amount of overpaid assistance meets or exceeds the federal threshold, the case will also be referred to the HUD Office of Inspector General (OIG).

Other criminal violations related to the HCV program will be referred to the appropriate local, state, or federal entity.

14-II.F. FRAUD AND PROGRAM ABUSE RECOVERIES

The PHA may retain program fraud losses that the PHA recovers from a family or owner through litigation, court order, or a repayment agreement [24 CFR 982.163].

The PHA must be the principal party initiating or sustaining the action to recover amounts due from tenants that are due as a result of fraud and abuse. 24 CFR 792.202 permits the PHA to retain the greater of:

- 50 percent of the amount it actually collects from a judgment, litigation (including settlement of a lawsuit) or an administrative repayment agreement, or
- Reasonable and necessary costs that the PHA incurs related to the collection including costs
 of investigation, legal fees, and agency collection fees.

The family must be afforded the opportunity for an informal hearing in accordance with requirements in 24 CFR 982.555.

If HUD incurs costs on behalf of the PHA related to the collection, these costs must be deducted from the amount retained by the PHA.

Chapter 15

SPECIAL HOUSING TYPES

[24 CFR 982 Subpart M]

INTRODUCTION

The PHA may permit a family to use any of the special housing types discussed in this chapter. However, the PHA is not required to permit families receiving assistance in its jurisdiction to use these housing types, except that PHAs must permit use of any special housing type if needed as a reasonable accommodation for a person with a disability. The PHA also may limit the number of families who receive HCV assistance in these housing types and cannot require families to use a particular housing type. No special funding is provided for special housing types.

PHA Policy

Families will be able to utilize the following special housing types as long as the family qualifies under the requirements of the program and use is needed as a reasonable accommodation so that the program is readily accessible to a person with disabilities.

Single Room Occupancy Congregate Housing Group Homes Shared Housing Cooperative Housing

Families will be able to utilize the following special housing types as long as they qualify under the requirements of the program.

Manufactured Homes (including manufactured home space rental) Homeownership

Special housing types include single room occupancy (SRO), congregate housing, group homes, shared housing, cooperative housing, manufactured homes where the family owns the home and leases the space, and homeownership [24 CFR 982.601].

This chapter consists of the following seven parts. Each part contains a description of the housing type and any special requirements associated with it. Except as modified by this chapter, the general requirements of the HCV program apply to special housing types.

Part I: Single Room Occupancy

Part II: Congregate Housing

Part III: Group Homes

Part IV: Shared Housing

Part V: Cooperative Housing

Part VI: Manufactured Homes (including manufactured home space rental)

Part VII: Homeownership

PART I. SINGLE ROOM OCCUPANCY

[24 CFR 982.602 through 982.605]

15-I.A. OVERVIEW

A single room occupancy (SRO) unit provides living and sleeping space for the exclusive use of the occupant but requires the occupant to share sanitary and/or food preparation facilities with others. More than one person may not occupy an SRO unit. HCV regulations do not limit the number of units in an SRO facility, but the size of a facility may be limited by local ordinances.

When providing HCV assistance in an SRO unit, a separate lease and HAP contract are executed for each assisted person, and the standard form of the HAP contract is used.

15-I.B. PAYMENT STANDARD, UTILITY ALLOWANCE, AND HAP CALCULATION

The payment standard for SRO housing is 75 percent of the 0-bedroom payment standard amount on the PHA's payment standard schedule.

The utility allowance for an assisted person residing in SRO housing is 75 percent of the zero bedroom utility allowance.

The HAP for an assisted occupant in an SRO facility is the lower of the SRO payment standard amount minus the TTP or the gross rent for the unit minus the TTP.

15-I.C. HOUSING QUALITY STANDARDS (HQS)

HQS requirements described in Chapter 8 apply to SRO housing except as modified below.

- Access: Access doors to the SRO unit must have working locks for privacy. The occupant
 must be able to access the unit without going through any other unit. Each unit must have
 immediate access to two or more approved means of exit from the building, appropriately
 marked and leading to safe and open space at ground level. The SRO unit must also have any
 other means of exit required by State or local law.
- Fire Safety: All SRO facilities must have a sprinkler system that protects major spaces. "Major spaces" are defined as hallways, common areas, and any other areas specified in local fire, building, or safety codes. SROs must also have hard-wired smoke detectors, and any other fire and safety equipment required by state or local law.
 - Sanitary facilities and space and security standards must meet local code requirements for SRO housing. In the absence of local code standards the requirements discussed below apply [24 CFR 982.605].

- Sanitary Facilities: At least one flush toilet that can be used in privacy, a lavatory basin, and a bathtub or shower in proper operating condition must be provided for each six persons (or fewer) residing in the SRO facility. If the SRO units are leased only to men, flush urinals may be substituted for up to one half of the required number of toilets. Sanitary facilities must be reasonably accessible from a common hall or passageway, and may not be located more than one floor above or below the SRO unit. They may not be located below grade unless the SRO units are located on that level.
- Space and Security: An SRO unit must contain at least 110 square feet of floor space, and at
 least four square feet of closet space with an unobstructed height of at least five feet, for use
 by the occupant. If the closet space is less than four square feet, the habitable floor space in
 the SRO unit must be increased by the amount of the deficiency. Exterior doors and windows
 accessible from outside the SRO unit must be lockable.

Because no children live in SRO housing, the housing quality standards applicable to lead-based paint do not apply.

PART II. CONGREGATE HOUSING

[24 CFR 982.606 through 982.609]

15-II.A. OVERVIEW

Congregate housing is intended for use by elderly persons or persons with disabilities. A congregate housing facility contains a shared central kitchen and dining area and a private living area for the individual household that includes at least a living room, bedroom and bathroom. Food service for residents must be provided.

If approved by the PHA, a family member or live-in aide may reside with the elderly person or person with disabilities. The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

When providing HCV assistance in congregate housing, a separate lease and HAP contract are executed for each assisted family, and the standard form of the HAP contract is used.

15-II.B. PAYMENT STANDARD, UTILITY ALLOWANCE, AND HAP CALCULATION

The payment standard for an individual unit in a congregate housing facility is based on the number of rooms in the private living area. If there is only one room in the unit (not including the bathroom or the kitchen, if a kitchen is provided), the PHA must use the payment standard for a 0-bedroom unit. If the unit has two or more rooms (other than the bathroom and the kitchen), the PHA must use the 1-bedroom payment standard.

The HAP for an assisted occupant in a congregate housing facility is the lower of the applicable payment standard minus the TTP or the gross rent for the unit minus the TTP.

The gross rent for the unit for the purpose of calculating HCV assistance is the shelter portion (including utilities) of the resident's monthly housing expense only. The residents' costs for food service should not be included in the rent for a congregate housing unit.

15-II.C. HOUSING QUALITY STANDARDS

HQS requirements as described in Chapter 8 apply to congregate housing except for the requirements stated below.

Congregate housing must have (1) a refrigerator of appropriate size in the private living area of each resident; (2) a central kitchen and dining facilities located within the premises and accessible to the residents, and (3) food service for the residents, that is not provided by the residents themselves.

The housing quality standards applicable to lead-based paint do not apply.

PART III. GROUP HOME

[24 CFR 982.610 through 982.614 and HCV GB p. 7-4]

15-III.A. OVERVIEW

A group home is a state-licensed facility intended for occupancy by elderly persons and/or persons with disabilities. Except for live-in aides, all persons living in a group home, whether assisted or not, must be elderly persons or persons with disabilities. Persons living in a group home must not require continuous medical or nursing care.

A group home consists of bedrooms for residents, which can be shared by no more than two people, and a living room, kitchen, dining area, bathroom, and other appropriate social, recreational, or community space that may be shared with other residents.

No more than 12 persons may reside in a group home including assisted and unassisted residents and any live-in aides.

If approved by the PHA, a live-in aide may live in the group home with a person with disabilities. The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

When providing HCV assistance in a group home, a separate lease and HAP contract is executed for each assisted family, and the standard form of the HAP contract is used.

15-III.B. PAYMENT STANDARD, UTILITY ALLOWANCE, AND HAP CALCULATION

Unless there is a live-in aide, the family unit size for an assisted occupant of a group home must be 0- or 1-bedroom, depending on the PHA's subsidy standard. If there is a live-in aide, the aide must be counted in determining the household's unit size.

The payment standard used to calculate the HAP is the lower of the payment standard for the family unit size or the prorata share of the payment standard for the group home size. The prorata share is calculated by dividing the number of persons in the assisted household by the number of persons (assisted and unassisted) living in the group home.

The HAP for an assisted occupant in a group home is the lower of the payment standard minus the TTP or the gross rent minus the TTP.

The utility allowance for an assisted occupant in a group home is the prorata share of the utility allowance for the group home.

The rents paid for participants residing in-group homes are subject to generally applicable standards for rent reasonableness. The rent for an assisted person must not exceed the prorata portion of the reasonable rent for the group home. In determining reasonable rent, the PHA should consider whether sanitary facilities and facilities for food preparation and service are common facilities or private facilities.

15-III.C. HOUSING QUALITY STANDARDS

HQS requirements described in Chapter 8 apply to group homes except for the requirements stated below.

- Sanitary Facilities: A group home must have at least one bathroom in the facility, with a
 flush toilet that can be used in privacy, a fixed basin with hot and cold running water, and a
 shower or bathtub with hot and cold running water. A group home may contain private or
 common bathrooms. However, no more than four residents can be required to share a
 bathroom.
- Food Preparation and Service: Group home units must contain a kitchen and dining area with adequate space to store, prepare, and serve food. The facilities for food preparation and service may be private or may be shared by the residents. The kitchen must contain a range, an oven, a refrigerator, and a sink with hot and cold running water. The sink must drain into an approvable public or private disposal system.
- Space and Security: Group homes must contain at least one bedroom of appropriate size for every two people, and a living room, kitchen, dining area, bathroom, and other appropriate social, recreational, or community space that may be shared with other residents.
- Structure and Material: To avoid any threat to the health and safety of the residents, group homes must be structurally sound. Elevators must be in good condition. Group homes must be accessible to and usable by residents with disabilities.
- Site and Neighborhood: Group homes must be located in a residential setting. The site and neighborhood should be reasonably free from hazards to the health, safety, and general welfare of the residents, and should not be subject to serious adverse conditions, such as:
 - Dangerous walks or steps
 - Instability
 - Flooding, poor drainage
 - Septic tank back-ups
 - Sewage hazards
 - Mud slides
 - Abnormal air pollution
 - Smoke or dust
 - Excessive noise
 - Vibrations or vehicular traffic
 - Excessive accumulations of trash
 - Vermin or rodent infestation, and
 - Fire hazards.

The housing quality standards applicable to lead-based paint do not apply.

PART IV. SHARED HOUSING

[24 CFR 982.615 through 982.618]

15-IV.I. OVERVIEW

Shared housing is a single housing unit occupied by an assisted family and another resident or residents. The shared unit consists of both common space for use by the occupants of the unit and separate private space for each assisted family.

An assisted family may share a unit with other persons assisted under the HCV program or with other unassisted persons. The owner of a shared housing unit may reside in the unit, but housing assistance may not be paid on behalf of the owner. The resident owner may not be related by blood or marriage to the assisted family.

If approved by the PHA, a live-in aide may reside with the family to care for a person with disabilities. The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

When providing HCV assistance in shared housing, a separate lease and HAP contract are executed for each assisted family, and the standard form of the HAP contract is used.

15-IV.B. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION

The payment standard for a family in shared housing is the lower of the payment standard for the family unit size or the prorata share of the payment standard for the shared housing unit size.

The prorata share is calculated by dividing the number of bedrooms available for occupancy by the assisted family in the private space by the total number of bedrooms in the unit.

The HAP for a family in shared housing is the lower of the payment standard minus the TTP or the gross rent minus the TTP. The utility allowance for an assisted family living in shared housing is the prorata share of the utility allowance for the shared housing unit.

The rents paid for families living in shared housing are subject to generally applicable standards for rent reasonableness. The rent paid to the owner for the assisted family must not exceed the pro-rata portion of the reasonable rent for the shared unit. In determining reasonable rent, the PHA should consider whether sanitary and food preparation areas are private or shared.

15-IV.C. HOUSING QUALITY STANDARDS

The PHA may not give approval to reside in shared housing unless the entire unit, including the portion of the unit available for use by the assisted family under its lease, meets the housing quality standards.

HQS requirements described in Chapter 8 apply to shared housing except for the requirements stated below.

- Facilities Available for the Family: Facilities available to the assisted family, whether shared or private, must include a living room, a bathroom, and food preparation and refuse disposal facilities.
- Space and Security: The entire unit must provide adequate space and security for all assisted and unassisted residents. The private space for each assisted family must contain at least one bedroom for each two persons in the family. The number of bedrooms in the private space of an assisted family must not be less than the family unit size. A 0-bedroom or 1-bedroom unit may not be used for shared housing.

PART V. COOPERATIVE HOUSING

[24 CFR 982.619]

15-V.A. OVERVIEW

This part applies to rental assistance for a cooperative member residing in cooperative housing. It does not apply to assistance for a cooperative member who has purchased membership under the HCV homeownership option, or to rental assistance for a family that leases a cooperative housing unit from a cooperative member.

A cooperative is a form of ownership (nonprofit corporation or association) in which the residents purchase memberships in the ownership entity. Rather than being charged, "rent" a cooperative member is charged a "carrying charge."

When providing HCV assistance in cooperative housing, the standard form of the HAP contract is used.

15-V.B. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION

The payment standard and utility allowance are determined according to regular HCV program requirements.

The HAP for a cooperative housing unit is the lower of the payment standard minus the TTP or the monthly carrying charge for the unit, plus any utility allowance, minus the TTP. The monthly carrying charge includes the member's share of the cooperative debt service, operating expenses, and necessary payments to cooperative reserve funds. The carrying charge does not include down payments or other payments to purchase the cooperative unit or to amortize a loan made to the family for this purpose.

15-V.C. HOUSING QUALITY STANDARDS

All standard HQS requirements apply to cooperative housing units. There are no additional HQS requirements.

PART VI. MANUFACTURED HOMES

[24 CFR 982.620 through 982.624]

15-VI.A. OVERVIEW

A manufactured home is a manufactured structure, transportable in one or more parts that is built on a permanent chassis, and designed for use as a principal place of residence. HCV-assisted families may occupy manufactured homes in two different ways.

- (1) A family can choose to rent a manufactured home already installed on a space and the PHA must permit it. In this instance program rules are the same as when a family rents any other residential housing, except that there are special HQS requirements as provided in 15-VI.D below.
- (2) HUD also permits an otherwise eligible family that owns a manufactured home to rent a space for the manufactured home and receive HCV assistance with the rent for the space. PHAs may, but are not required to, provide assistance for such families.

15-VI.B. SPECIAL POLICIES FOR MANUFACTURED HOME OWNERS WHO LEASE A SPACE

Family Income

In determining the annual income of families leasing manufactured home spaces, the value of the family's equity in the manufactured home in which the family resides is not counted as a family asset.

Lease and HAP Contract

There is a separate Tenancy Addendum (Form 52642-a) and separate HAP Contract (Form 52642) for this special housing type.

15-VI.C. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION

Payment Standards

The FMR for a manufactured home space is generally 40 percent of the published FMR for a 2-bedroom unit or, where approved by HUD, the 40th percentile of the rental distribution of manufactured home spaces for the FMR area. The PHA may establish a payment standard for manufactured home spaces that is between 90-110 percent of the FMR for manufactured home spaces.

Utility Allowance

The PHA must establish utility allowances for manufactured home space rental. For the first 12 months of the initial lease term only, the allowance must include an amount for a utility hook-up charge if the family actually incurred a hook-up charge because of a move. This allowance will not be given to a family that leases in place. Utility allowances for manufactured home space must not include the costs of digging a well or installing a septic system.

Space Rent

The space rent is the sum of the rent to the owner for the manufactured home space, any charges for maintenance and management provided by the owner, and the utility allowance for tenant-paid utilities.

Housing Assistance Payment

The HAP for a manufactured home space under the housing choice voucher program is the lower of the payment standard minus the TTP or the (gross) manufactured home space rent minus the TTP.

Rent Reasonableness

Initially, and annually thereafter the PHA must determine that the rent for the manufactured home space is reasonable based on rents for comparable manufactured home spaces. The PHA must consider the location and size of the space, and any services and maintenance to be provided by the owner. By accepting the monthly HAP check, the owner certifies that the rent does not exceed rents charged by the owner for comparable unassisted spaces in the Manufactured Home Park or elsewhere.

15-VI.D. HOUSING QUALITY STANDARDS

Under either type of occupancy described in 15-VI.A above, the manufactured home must meet all HQS performance requirements and acceptability criteria discussed in Chapter 8 of this plan. In addition, the following requirement applies:

Manufactured Home Tie-Down

A manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage. A tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist overturning and sliding must securely anchor the home.

PART VII. HOMEOWNERSHIP

[24 CFR 982.625 through 982.643]

15-VII.A. OVERVIEW [24 CFR 982.625]

The homeownership option is used to assist a family residing in a home purchased and owned by one or more members of the family. A family assisted under this option may be newly admitted or an existing participant in the HCV program. The PHA must have the capacity to operate a successful HCV homeownership program as defined by the regulations.

There are two forms of homeownership assistance a PHA may offer under this option: monthly homeownership assistance payments, and/or a single down payment assistance grant. PHAs may choose to offer either or both forms of homeownership assistance, or choose not to offer either.

The PHA must offer either form of homeownership assistance if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. It is the sole responsibility of the PHA to determine whether it is reasonable to implement a homeownership program as a reasonable accommodation. The PHA must determine what is reasonable based on the specific circumstances and individual needs of the person with a disability. The PHA may determine that it is not reasonable to offer homeownership assistance as a reasonable accommodation in cases where the PHA has otherwise opted not to implement a homeownership program.

The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

PHA Policy

The PHA has instituted a minimum homeowner down payment requirement of at least three percent of the purchase price, and requires that at least one percent of the purchase price come from the family's personal resources.

The PHA will offer the monthly homeownership assistance payments to qualified families.

15-VII.B. FAMILY ELIGIBILITY [24 CFR 982.627]

The family must meet all of the requirements listed below before the commencement of homeownership assistance. The PHA may also establish additional initial requirements as long as they are described in the PHA administrative plan.

- The family must be a Housing Choice Voucher program participant in good standing for at least one year.
- The homeownership option will be included in all Briefing and Re-Housing classes as well as media and community announcements. Current Section 8 participants must be in compliance with their lease and program requirements and must terminate their current lease arrangement in compliance with the lease.
- The family must qualify as a first-time homeowner, or may be a cooperative member.
- The family must meet the Federal minimum income requirement. The family must have a gross annual income equal to the Federal minimum wage multiplied by 2000, based on the income of adult family members who will own the home. The PHA may establish a higher income standard for families. However, a family that meets the federal minimum income requirement (but not the PHA's requirement) will be considered to meet the minimum income requirement if it can demonstrate that it has been pre-qualified or pre-approved for financing that is sufficient to purchase an eligible unit.
- Public assistance income may not be used for meeting the minimum income requirement, except for households in which the head or co-head is elderly or disabled and households that include a disabled person other than head or co-head. (Public Assistance includes federal housing assistance or the housing component of a welfare grant; TANF assistance; SSI that is subject to an income eligibility test; food stamps; general assistance or other assistance provided under a Federal, state or local program that provides assistance available to meet family living or housing expenses.)
- For disabled families, the minimum income requirement is equal to the current SSI monthly payment for an individual living alone, multiplied by 12.
- For elderly or disabled families, welfare assistance payments for adult family members who
 will own the home will be included in determining whether the family meets the minimum
 income requirement. It will not be included for other families.
- The family must satisfy the employment requirements by demonstrating that one or more adult members of the family who will own the home at commencement of homeownership assistance is currently employed on a full-time basis (the term 'full-time employment' means not less than an average of 30 hours per week); and has been continuously so employed during the year before commencement of homeownership assistance for the family.
- The employment requirement does not apply to elderly and disabled families. In addition, if a family, other than an elderly or disabled family includes a person with disabilities, the PHA must grant an exemption from the employment requirement if the PHA determines that it is needed as a reasonable accommodation.

- The family has not have defaulted on a mortgage securing debt to purchase a home under the homeownership option
- Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.
- Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered a contract of sale in accordance with 24 CFR 982.631(c).

PHA Policy

For disabled and elderly families, there will be no additional minimum income requirement. The requirements of 982.627(c)(3) will be applicable.

Families will be considered "continuously employed" if the break in employment does not exceed four months.

The PHA will count self-employment in a business when determining whether the family meets the employment requirement.

The PHA will impose additional eligibility requirements. To be eligible to participate in the homeownership option, families must meet the following criteria:

The family is not within the initial one-year period of a HAP Contract.

The family does not owe money to the PHA.

The family has not committed any serious or repeated violations of a PHA-assisted lease within the past year.

15-VII.C. SELECTION OF FAMILIES [24 CFR 982.626]

Unless otherwise provided (under the homeownership option), the PHA may limit homeownership assistance to families or purposes defined by the PHA, and may prescribe additional requirements for commencement of homeownership assistance for a family. Any such limits or additional requirements must be described in the PHA administrative plan.

If the PHA limits the number of families that may participate in the homeownership option, the PHA must establish a system by which to select families to participate.

PHA Policy

Families who have been participating in the PHA's Family Self-Sufficiency program for at least six months, or have graduated from the FSS program, will be recruited for participation in the homeownership program. Elderly and disabled families will automatically be recruited as well.

All families must meet eligibility requirements as defined in Section 15-VII.B. of this plan.

15-VII.D. ELIGIBLE UNITS [24 CFR 982.628]

In order for a unit to be eligible, the PHA must determine that the unit satisfies all of the following requirements:

- The unit must meet HUD's "eligible housing" requirements. The unit may not be any of the following:
 - A public housing or Indian housing unit;
 - A unit receiving Section 8 project-based assistance;
 - A nursing home, board and care home, or facility providing continual psychiatric, medical or nursing services;
 - A college or other school dormitory;
 - On the grounds of penal, reformatory, medical, mental, or similar public or private institutions.
- The unit must be under construction or already exist at the time the family enters into the contract of sale.
- The unit must be a one-unit property or a single dwelling unit in a cooperative or condominium.
- The unit must have been inspected by the PHA and by an independent inspector designated by the family.
- The unit must meet Housing Quality Standards (see Chapter 8).
- For a unit where the family will not own fee title to the real property (such as a manufactured home), the home must have a permanent foundation and the family must have the right to occupy the site for at least 40 years.
- For PHA-owned units all of the following conditions must be satisfied:
 - The PHA informs the family, both orally and in writing, that the family has the right to purchase any eligible unit and a PHA-owned unit is freely selected by the family without PHA pressure or steering;
 - The unit is not ineligible housing;
 - The PHA obtains the services of an independent agency to inspect the unit for compliance with HQS, review the independent inspection report, review the contract of sale, determine the reasonableness of the sales price and any PHA provided financing. All of these actions must be completed in accordance with program requirements.

The PHA must not approve the unit if the PHA has been informed that the seller is debarred, suspended, or subject to a limited denial of participation.

15-VII.E. ADDITIONAL PHA REQUIREMENTS FOR SEARCH AND PURCHASE [24 CFR 982.629]

It is the family's responsibility to find a home that meets the criteria for voucher homeownership assistance. The PHA may establish the maximum time that will be allowed for a family to locate and purchase a home, and may require the family to report on their progress in finding and purchasing a home. If the family is unable to purchase a home within the maximum time established by the PHA, the PHA may issue the family a voucher to lease a unit or place the family's name on the waiting list for a voucher.

PHA Policy

The family will be allowed 120 days to identify a unit and submit a sales contract to the PHA for review. The family will be allowed an additional 120 days to close on the home. PHAs may grant extensions to either of these periods for good cause. The length of the extension(s) will be determined on a case-by-case basis. Any request for an extension will be reviewed on a case-by-case basis. During these periods, the family will continue to receive HCV rental assistance in accordance with any applicable lease and HAP contract until the family vacates the rental unit for its purchased home.

All requests for extensions must be submitted in writing to the PHA prior to the expiration of the period for which the extension is being requested. The PHA will approve or disapprove the extension request within 10 business days. The family will be notified of the PHA's decision in writing.

The family will be required to report their progress on locating and purchasing a home to the PHA every 30 days until the home is purchased.

If the family cannot complete the purchase of a unit within the maximum required time frame, and is not receiving rental assistance under a HAP contract at the time the search and purchase time period expires, the family will be issued a voucher to lease a unit.

15-VII.F. HOMEOWNERSHIP COUNSELING [24 CFR 982.630]

Before commencement of homeownership assistance for a family, the family must attend and satisfactorily complete the pre-assistance homeownership and housing counseling program required by the PHA. HUD suggests the following topics for the PHA-required pre-assistance counseling:

- Home maintenance (including care of the grounds);
- Budgeting and money management;
- Credit counseling;
- How to negotiate the purchase price of a home;
- How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing;
- How to find a home, including information about homeownership opportunities, schools, and transportation in the PHA jurisdiction;
- Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas;
- Information on fair housing, including fair housing lending and local fair housing enforcement agencies; and
- Information about the Real Estate Settlement Procedures Act (12 U.S.C. 2601 et seq.) (RESPA), state and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.

The PHA may adapt the subjects covered in pre-assistance counseling (as listed) to local circumstances and the needs of individual families.

The PHA may also offer additional counseling after commencement of homeownership assistance (ongoing counseling). If the PHA offers a program of ongoing counseling for participants in the homeownership option, the PHA shall have discretion to determine whether the family is required to participate in the ongoing counseling.

If the PHA does not use a HUD-approved housing counseling agency to provide the counseling, the PHA should ensure that its counseling program is consistent with the counseling provided under HUD's Housing Counseling program.

PHA Policy

Families must attend a pre-purchase counseling course prior to purchase and a post-purchase course after closing

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15-VII.G. HOME INSPECTIONS, CONTRACT OF SALE, AND PHA DISAPPROVAL OF SELLER [24 CFR 982.631]

Home Inspections

The PHA may not commence monthly homeownership assistance payments or provide down payment assistance grants for a family until the PHA has inspected the unit and has determined that the unit passes HQS.

An independent professional inspector selected by and paid for by the family must also inspect the unit. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems and components.

The PHA may not require the family to use an independent inspector selected by the PHA. The independent inspector may not be a PHA employee or contractor, or other person under control of the PHA. However, the PHA may establish standards for qualification of inspectors selected by families under the homeownership option.

The PHA may disapprove a unit for assistance based on information in the independent inspector's report, even if the unit was found to comply with HQS.

When the family locates a home they wish to purchase and submits a copy of their purchase offer/contract, the PHA will conduct a Housing Quality Standards (HQS) inspection within a reasonable period. Any items found not to meet HQS must be repaired before the unit can be determined eligible for the homeownership program.

The family must hire an independent professional inspector, whose report must be submitted to the PHA for review. The inspector must be recognized by the Texas Real Estate Commission and may not be a PHA employee.

The PHA will review the professional report in a timely fashion and, based on the presence of major physical problems, may disapprove the purchase of the home.

If the PHA disapproves the purchase of a home, the family will be notified in writing of the reasons for the disapproval.

The PHA will not conduct HQS inspections while the family is receiving homeownership assistance.

Contract of Sale

Before commencement of monthly homeownership assistance payments or receipt of a down payment assistance grant, a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give the PHA a copy of the contract of sale. The contract of sale must:

- Specify the price and other terms of sale by the seller to the purchaser;
- Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser;
- Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser;

- Provide that the purchaser is not obligated to pay for any necessary repairs; and
- Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation under CFR part 24.

Disapproval of a Seller

In its administrative discretion, the PHA may deny approval of a seller for the same reasons a PHA may disapprove an owner under the regular HCV program [see 24 CFR 982.306(c)].

15-VII.H. FINANCING [24 CFR 982.632]

The PHA may establish requirements for financing purchase of a home under the homeownership option. This may include requirements concerning qualification of lenders, terms of financing, restrictions concerning debt secured by the home, lender qualifications, loan terms, and affordability of the debt. The PHA must establish policies describing these requirements in the administrative plan.

A PHA may not require that families acquire financing from one or more specified lenders, thereby restricting the family's ability to secure favorable financing terms.

PHA Policy

As a check against predatory lending, the PHA will review the financing of each purchase transaction, including estimated closing costs. The PHA will review the loans for features, such as balloon payments, adjustable rate mortgages, and unusually high interest rates, all of which are prohibited. The PHA also will not approve "seller financing" or "owner-held" mortgages. Beyond these basic criteria, the PHA will rely on the lenders to determine that the loan will be affordable to program participants.

The mortgage the family applies for must require a minimum down payment of at least 3% of the sales price with 1% of the down payment coming from the purchaser's personal funds. The PHA will not require that the family have any more than the minimum of 1% of their own money in the transaction. However, in cases where a lender is requiring a larger amount, the family may be held to the underwriting guidelines set by their lending institution.

There is no prohibition against using local or State Community Development Block Grant (CDBG) or other subsidized financing in conjunction with the homeownership program.

The PHA will approve a family's request to utilize its Family Self-Sufficiency escrow account for down payment and/or closing costs when purchasing a unit under the HCV homeownership option.

15-VII.I. CONTINUED ASSISTANCE REQUIREMENTS; FAMILY OBLIGATIONS [24 CFR 982.633]

Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, the PHA may not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to the PHA the homeownership assistance for the month when the family moves out.

Before commencement of homeownership assistance, the family must execute a statement in which the family agrees to comply with all family obligations under the homeownership option.

The family must comply with the following obligations:

- The family must comply with the terms of the mortgage securing debt incurred to purchase the home, or any refinancing of such debt.
- The family may not convey or transfer ownership of the home, except for purposes of financing, refinancing, or pending settlement of the estate of a deceased family member. Use and occupancy of the home are subject to 24 CFR 982.551 (h) and (i).
- A home equity loan may not be acquired without the prior written consent of SAHA.
- The family must supply information to the PHA or HUD as specified in 24 CFR 982.551(b).
 The family must further supply any information required by the PHA or HUD concerning
 mortgage financing or refinancing, sale or transfer of any interest in the home, or
 homeownership expenses.
- The family must notify the PHA before moving out of the home.
- The family must notify the PHA if the family defaults on the mortgage used to purchase the home.
- The family must, at annual re-certification, document that he or she is current on mortgage, insurance, and utility payments.
- No family member may have any ownership interest in any other residential property.
- The family must comply with the obligations of a participant family described in 24 CFR 982.551, except for the following provisions which do not apply to assistance under the homeownership option: 24 CFR 982.551(c), (d), (e), (f), (g) and (j).

15-VII.J. MAXIMUM TERM OF HOMEOWNER ASSISTANCE [24 CFR 982.634]

Except in the case of a family that qualifies as an elderly or disabled family, other family members (described below) shall not receive homeownership assistance for more than:

- Fifteen years, if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or
- Ten years, in all other cases.

The maximum term described above applies to any member of the family who:

- Has an ownership interest in the unit during the time that homeownership payments are made; or
- Is the spouse of any member of the household who has an ownership interest in the unit during the time homeownership payments are made.

In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family.

If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance

commenced. However, such a family must be provided at least 6 months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance).

If the family has received such assistance for different homes, or from different PHAs, the total of such assistance terms is subject to the maximum term described in this part.

15-VII.K. HOMEOWNERSHIP ASSISTANCE PAYMENTS AND HOMEOWNERSHIP EXPENSES [24 CFR 982.635]

The monthly homeownership assistance payment is the lower of: the voucher payment standard minus the total tenant payment, or the monthly homeownership expenses minus the total tenant payment.

In determining the amount of the homeownership assistance payment, the PHA will use the same payment standard schedule, payment standard amounts, and subsidy standards as those described in elsewhere in this plan for the Housing Choice Voucher program.

The PHA may pay the homeownership assistance payments directly to the family, or at the PHA's discretion, to a lender on behalf of the family. If the assistance payment exceeds the amount due to the lender, the PHA must pay the excess directly to the family.

Homeownership assistance for a family terminates automatically 180 calendar days after the last homeownership assistance payment on behalf of the family. However, a PHA may grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

The PHA must adopt policies for determining the amount of homeownership expenses to be allowed by the PHA in accordance with HUD requirements.

Homeownership expenses (not including cooperatives) only include amounts allowed by the PHA to cover:

- Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;
- Real estate taxes and public assessments on the home;
- Home insurance;
- The PHA allowance for maintenance expenses;
- The PHA allowance for costs of major repairs and replacements;
- The PHA utility allowance for the home;
- Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the PHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person;
- Land lease payments where a family does not own fee title to the real property on which the home is located; [see 24 CFR 982.628(b)].
- For a condominium unit, condominium operating charges or maintenance fees assessed by the condominium homeowner association.

Homeownership expenses for a cooperative member may only include amounts allowed by the PHA to cover:

- The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;
- Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;
- Home insurance;
- The PHA allowance for maintenance expenses;
- The PHA allowance for costs of major repairs and replacements;
- The PHA utility allowance for the home; and
- Principal and interest on debt incurred to finance major repairs, replacements or
 improvements for the home. If a member of the family is a person with disabilities, such debt
 may include debt incurred by the family to finance costs needed to make the home accessible
 for such person, if the PHA determines that allowance of such costs as homeownership
 expenses is needed as a reasonable accommodation so that the homeownership option is
 readily accessible to and usable by such person.
- Cooperative operating charges or maintenance fees assessed by the cooperative homeowner association.

PHA Policy

The PHA's housing assistance payment will be paid directly to the lender unless the mortgage company refuses to accept payments from more than one source. In such case, the PHA's housing assistance payment will be paid directly to the family. If the assistance payment exceeds the amount due to the lender, the PHA must pay the excess directly to the family.

The PHA will allow the following homeownership expenses:

Monthly homeownership payment. This includes principal and interest on initial mortgage debt, taxes and insurance, and any mortgage insurance premium, if applicable.

Utility Allowance. The PHA's utility allowance for the unit, based on the current HCV utility allowance schedule.

Monthly maintenance allowance. The monthly maintenance allowance will be the annual maintenance allowance, divided by twelve. The annual maintenance allowance will be set at a flat rate, currently \$75.

Monthly major repair/replacement allowance. The monthly major repair/replacement allowance will be the annual major repair/replacement allowance divided by twelve. The annual major repair/replacement allowance will be set at a flat rate, currently \$150.

Monthly co-op/condominium assessments. If applicable, the monthly amount of co-op or condominium association operation and maintenance assessments.

Monthly principal and interest on debt for improvements. Principal and interest for major home repair, replacements, or improvements, if applicable.

15-VII.L. PORTABILITY [24 CFR 982.636, 982.637, 982.353(b) and (c), 982.552, 982.553]

Subject to the restrictions on portability included in HUD regulations and PHA policies, a family may exercise portability if the receiving PHA is administering a voucher homeownership program and accepting new homeownership families. The receiving PHA may absorb the family into its voucher program, or bill the initial PHA.

The family must attend the briefing and counseling sessions required by the receiving PHA. The receiving PHA will determine whether the financing for, and the physical condition of the unit, are acceptable. The receiving PHA must promptly notify the initial PHA if the family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the PHA.

15-VII.M. MOVING WITH CONTINUED ASSISTANCE [24 CFR 982.637]

A family receiving homeownership assistance may move with continued tenant-based assistance. The family may move with voucher rental assistance or with voucher homeownership assistance. Continued tenant-based assistance for a new unit cannot begin so long as any family member holds title to the prior home.

The PHA may deny permission to move to a new unit with continued voucher assistance as follows:

- Lack of funding to provide continued assistance.
- At any time, the PHA may deny permission to move with continued rental or homeownership assistance in accordance with 24 CFR 982.638, regarding denial or termination of assistance.
- In accordance with the PHA's policy regarding number of moves within a 12-month period.

The PHA must deny the family permission to move to a new unit with continued voucher rental assistance if:

- The family defaulted on an FHA-insured mortgage; and
- The family fails to demonstrate that the family has conveyed, or will convey, title to the home, as required by HUD, to HUD or HUD's designee; and the family has moved, or will move, from the home within the period established or approved by HUD.

PHA Policy

For families participating in the homeownership option, requests to move will be approved or denied in accordance with PHA policies in Chapter 10.

The PHA will not require additional counseling of any families who move with continued assistance.

15-VII.N. DENIAL OR TERMINATION OF ASSISTANCE [24 CFR 982.638]

At any time, the PHA may deny or terminate homeownership assistance in accordance with HCV program requirements in 24 CFR 982.552 (Grounds for denial or termination of assistance) or 24 CFR 982.553 (Crime by family members).

The PHA may also deny or terminate assistance for violation of participant obligations described in 24 CFR Parts 982.551 or 982.633.

The PHA must terminate voucher homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt.

PHA Policy

Termination of assistance for families participating in the homeownership option will be done in accordance with the policies in Chapter 12.

15-VII.O. MORTGAGE DEFAULT [24 CFR 982.638(d)

The PHA must terminate voucher homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA-insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt. The PHA, in its discretion, may permit the family to move to a new unit with continued voucher rental assistance. However, the PHA must deny such permission, if:

- (1) The family defaulted on an FHA-insured mortgage; and
- (2) The family fails to demonstrate that:
 - (i) The family has conveyed, or will convey, title to the home, as required by HUD, to HUD or HUD's designee; and
 - (ii) The family has moved, or will move, from the home within the period established or approved by HUD.

PHA Policy

If the family defaults on the home mortgage loan, the participant will not be able to use the Homeownership Voucher for rental housing but may reapply for the Section 8 waiting list

CHAPTER 16

PROGRAM ADMINISTRATION

INTRODUCTION

This chapter discusses administrative policies and practices that are relevant to the activities covered in this plan. The policies are discussed in seven parts as described below:

<u>Part I: Administrative Fee Reserve</u>. This part describes the PHA's policies with regard to oversight of expenditures from its administrative fee reserve.

<u>Part II: Setting Program Standards and Schedules.</u> This part describes what payment standards are, and how they are updated, as well as how utility allowances are established and revised.

<u>Part III: Informal Reviews and Hearings</u>. This part outlines the requirements and procedures for informal reviews and hearings, and for informal hearings regarding citizenship status.

<u>Part IV: Owner or Family Debts to the PHA</u>. This part describes policies for recovery of monies that the PHA has overpaid on behalf of families, or to owners, and describes the circumstances under which the PHA will offer repayment agreements to owners and families. Also discussed are the consequences for failure to make payments in accordance with a repayment agreement.

<u>Part V: Section 8 Management Assessment Program (SEMAP)</u>. This part describes what the SEMAP scores represent, how they are established, and how those scores affect a PHA.

<u>Part VI: Record-Keeping</u>. All aspects of the program involve certain types of record keeping. This part outlines the privacy rights of applicants and participants and record retention policies the PHA will follow.

<u>Part VII: Reporting and Record Keeping for Children with Environmental Intervention Blood Lead Level.</u> This part describes the PHA's responsibilities for reporting, data collection, and record keeping relative to children with environmental intervention blood lead levels that are less than six years of age, and are receiving HCV assistance.

<u>Part VIII:</u> Determination of Insufficient Funding. This part describes the PHA's policies for determining if there is sufficient funding to issue vouchers, to approve moves to higher cost units or areas, and to continue assistance for all participant families.

PART I: ADMINISTRATIVE FEE RESERVE [24 CFR 982.155]

The PHA must maintain an administrative fee reserve for the program to pay program administrative expenses in excess of administrative fees paid by HUD for a PHA fiscal year. If funds in the administrative fee reserve are not needed to cover PHA administrative expenses, the PHA may use these funds for other housing purposes permitted by Federal, State and local law.

If the PHA has not adequately administered any Section 8 program, HUD may prohibit use of funds in the administrative fee reserve, and may direct the PHA to use funds in the reserve to improve administration of the program or to reimburse ineligible expenses. HUD also may prohibit use of the funds for certain purposes.

HUD requires the PHA Board of Commissioners or other authorized officials to establish the maximum amount that may be charged against the administrative fee reserve without specific approval.

PHA Policy

Expenditures from the administrative fee reserve will be made in accordance with all applicable Federal requirements. Expenditures will not exceed \$25,000 per occurrence without the prior approval of the PHA's Board of Commissioners.

PART II: SETTING PROGRAM STANDARDS AND SCHEDULES

16-II.A. OVERVIEW

Although HUD establishes many of the program's requirements centrally, the HCV program's regulations recognize that some flexibility is required to allow the PHA to adapt the program to local conditions. This part discusses how the PHA establishes and updates certain schedules and standards that are used to administer the program locally. Details about how these schedules are applied to individual families are provided in other chapters. The schedules and standards discussed here include:

- Payment Standards, which dictate the maximum subsidy a family can receive (application of the payment standards is discussed in Chapter 6); and
- *Utility Allowances*, which specify how a family's payment should be adjusted to account for tenant-paid utilities (application of utility allowances is discussed in Chapter 6).

PHA Policy

Copies of the payment standard and utility allowance schedules are available for review in the PHA's offices during normal business hours.

Families, owners, and members of the public may submit written comments on the schedules discussed in this part, at any time, for consideration during the next revision cycle.

The PHA will maintain documentation to support its annual review of payment standards and utility allowance schedules. This documentation will be retained for at least 3 years.

16-II.B. PAYMENT STANDARDS [24 CFR 982.503; HCV GB, Chapter 7]

The payment standard sets the maximum subsidy payment a family can receive from the PHA each month [24 CFR 982.505(a)]. Payment standards are based on fair market rents (FMR's) published annually by HUD. FMR's are set at a percentile within the rent distribution of standard quality rental housing units in each FMR area. For most jurisdictions FMR's are set at the 40th percentile of rents in the market area.

The PHA must establish a payment standard schedule that establishes payment standard amounts for each FMR area within the PHA's jurisdiction, and for each unit size within each of the FMR areas. For each unit size, the PHA may establish a single payment standard amount for the whole FMR area, or may set different payment standards for different parts of the FMR area. Unless HUD grants an exception, the PHA is required to establish a payment standard within a "basic range" established by HUD – between 90 and 110 percent of the published FMR for each unit size.

Updating Payment Standards

When HUD updates its FMR's, the PHA must update its payment standards if the standards are no longer within the basic range [24 CFR 982.503(b)]. HUD may require the PHA to make further adjustments if it determines that rent burdens for assisted families in the PHA's jurisdiction are unacceptably high 24 CFR 982.503(g)].

PHA Policy

The PHA will review the appropriateness of the payment standards on an annual basis when the new FMR is published. Payment standards are applied based on the effective date of the re-exam and/or admission rather than the date on which SAHA staff meets with the family. The date new payment standards become effective will be set out in the Board Resolution. Generally, new payment standards will be implemented 90 days from the date of the board resolution so that staff has adequate notice to use the correct payment standard and will not have to recalculate HAP calculations for files that have already been worked. In cases where the Board elects to adopt a payment standard effective date less than 90 days from the date of the board resolution, staff will recalculate tenant rents and provide updated notifications as needed to ensure that correct payment standards were applied (based on effective date of the revised payment standards and the effective date of each family's annual re-exam)." In addition to ensuring the payment standards are within the "basic range" the PHA will consider the following factors when determining whether an adjustment should be made to the payment standard schedule:

Funding Availability: The PHA will review the budget to determine the impact projected subsidy adjustments will have on funding available for the program and the number of families served. The PHA will compare the number of families who could be served under revised payment standard amounts with the number assisted under current payment standard amounts.

Rent Burden of Participating Families: Rent burden will be determined by identifying the percentage of families, for each unit size, that are paying more than 30 percent of their monthly adjusted income as the family share. When 40 percent or more of families, for any given unit size, are paying more than 30 percent of adjusted monthly income as the family share, the PHA will consider increasing the payment standard. In evaluating rent burdens, the PHA will not include families renting a larger unit than their family unit size.

Quality of Units Selected: The PHA will review the quality of units selected by participant families when making the determination of the percent of income families are paying for housing, to ensure that payment standard increases are only made when needed to reach the mid-range of the market.

Changes in Rent to Owner: The PHA may review a sample of the units to determine how often owners are increasing or decreasing rents and the average percent of increases/decreases by bedroom size.

Assisted Families' Rent Burdens

The PHA will review its payment standard on an annual basis and will be set within the basic range of 90% to 110%.

Exception Payment Standards [982.503(c)]

The PHA must request HUD approval to establish payment standards that are higher than the basic range. At HUD's sole discretion, HUD may approve a payment standard amount that is higher than the basic range for a designated part of the FMR area. HUD may approve an exception payment standard amount (in accordance with program requirements) for all units, or for all units of a given size, leased by program families in the exception area. Any PHA with jurisdiction in the exception area may use the HUD-approved exception payment standard amount. The total population of all HUD-approved exception areas in an FMR area may not include more than 50 percent of the population of the FMR area.

Unit-by-Unit Exceptions [24 CFR 982.503(c)(2)(ii)]

Unit-by-unit exceptions to the PHA's payment standards generally are not permitted. However, an exception may be made as a reasonable accommodation for a family that includes a person with disabilities. (See Chapter 2 for a discussion of reasonable accommodations.) This type of exception does not affect the PHA's payment standard schedule.

When needed as a reasonable accommodation, the PHA may make an exception to the payment standard without HUD approval if the exception amount does not exceed 110 percent of the applicable FMR for the unit size [HCV GB 7-9]. The PHA may request HUD approval for an exception to the payment standard for a particular family if the required amount falls between 110 and 120 percent of the FMR.

PHA Policy

A family that requires a reasonable accommodation may request a higher payment standard at the time the Request for Tenancy Approval (RFTA) is submitted. The family must document the need for the exception. In order to approve an exception, or request an exception from HUD, the PHA must determine that:

There is a shortage of affordable units that would be appropriate for the family;

The family's TTP would otherwise exceed 40 percent of adjusted monthly income; and

The rent for the unit is reasonable.

"Success Rate" Payment Standard Amounts [24 CFR 982.503(e)]

If a substantial percentage of families have difficulty finding a suitable unit, the PHA may request a "success rate payment standard" that applies to the entire jurisdiction. If approved by HUD, a success rate payment standard allows the PHA to set its payment standards at 90-110 percent of a higher FMR (the 50^{th} , rather than the 40^{th} percentile FMR). To support the request, the PHA must demonstrate that during the most recent 6-month period for which information is available:

- Fewer than 75 percent of families who were issued vouchers became participants;
- The PHA had established payment standards for all unit sizes, and for the entire jurisdiction, at 110 percent of the published FMR; and
- The PHA had a policy of allowing voucher holders who made sustained efforts to locate units at least 90 days to search for a unit.

Although HUD approves the success rate payment standard for all unit sizes in the FMR area, the PHA may choose to adjust the payment standard for only some unit sizes in all, or a designated part, of the PHA's jurisdiction within the FMR area.

Decreases in the Payment Standard Below the Basic Range [24 CFR 982.503(d)]

The PHA must request HUD approval to establish a payment standard amount that is lower than the basic range. At HUD's sole discretion, HUD may approve establishment of a payment standard lower than the basic range. HUD will not approve a lower payment standard if the family share for more than 40 percent of program participants exceeds 30 percent of adjusted monthly income.

16-II.C. UTILITY ALLOWANCES [24 CFR 982.517]

A PHA-established utility allowance schedule is used in determining family share and PHA subsidy. The PHA must maintain a utility allowance schedule for (1) all tenant-paid utilities, (2) the cost of tenant-supplied refrigerators and ranges, and (3) other tenant-paid housing services such as trash collection.

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

The utility allowance must include the utilities and services that are necessary in the locality to provide housing that complies with housing quality standards. Costs for telephone, cable/satellite television, and Internet services are not included in the utility allowance schedule.

In the utility allowance schedule, the PHA must classify utilities and other housing services according to the following general categories: space heating; air conditioning; cooking; water heating; water; sewer; trash collection; other electric; cost of tenant-supplied refrigerator; cost of tenant-supplied range; and other specified housing services.

The cost of each utility and housing service must be stated separately by unit size and type. Chapter 16 of the *HCV Guidebook* provides detailed guidance to the PHA about establishing utility allowance schedules.

Air Conditioning

An allowance for air-conditioning must be provided when the majority of housing units in the market have central air-conditioning or are wired for tenant-installed air conditioners.

PHA Policy

The PHA has included an allowance for air-conditioning in its schedule. Central air-conditioning or a portable air conditioner must be present in a unit before the PHA will apply this allowance to a family's rent and subsidy calculations.

Reasonable Accommodation

HCV program regulations require a PHA to approve a utility allowance amount higher than shown on the PHA's schedule if a higher allowance is needed as a reasonable accommodation for a family member with a disability. For example, if a family member with a disability requires such an accommodation, the PHA will approve an allowance for air-conditioning, even if the PHA has determined that an allowance for air-conditioning generally is not needed (See Chapter 2 for policies regarding the request and approval of reasonable accommodations).

Utility Allowance Revisions

The PHA must review its schedule of utility allowances each year, and must revise the schedule if there has been a change of 10 percent or more in any utility rate since the last time the allowance for that utility was revised.

The PHA must maintain information supporting its annual review of utility allowance and any revisions made in its utility allowance schedule.

PART III: INFORMAL REVIEWS AND HEARINGS

16-III.A. OVERVIEW

When the PHA makes a decision that has a negative impact on a family, the family is often entitled to appeal the decision. For applicants, the appeal takes the form of an informal review; for participants, or for applicants denied admission because of citizenship issues, the appeal takes the form of an informal hearing.

PHAs are required to include in their administrative plans, informal review procedures for applicants, and informal hearing procedures for participants [24 CFR 982.54(d)(12) and (13)].

16-III.B. INFORMAL REVIEWS

Informal reviews are provided for program applicants. An applicant is someone who has applied for admission to the program, but is not yet a participant in the program. Informal reviews are intended to provide a "minimum hearing requirement" [24 CFR 982.554], and need not be as elaborate as the informal hearing requirements. (Federal Register Volume 60, No. 127, p 36490).

Decisions Subject to Informal Review

The PHA must give an applicant the opportunity for an informal review of a decision denying assistance [24 CFR 982.554(a)]. Denial of assistance may include any or all of the following [24 CFR 982.552(a)(2)]:

- Denying listing on the PHA waiting list
- Denying or withdrawing a voucher
- Refusing to enter into a HAP contract or approve a lease
- Refusing to process or provide assistance under portability procedures
- Denial of assistance based on an unfavorable history that may be the result of domestic violence, dating violence or stalking. (See Section 3-III.G.)

Informal reviews are *not* required for the following reasons [24 CFR 982.554(c)]:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- A determination of the family unit size under the PHA subsidy standards
- A PHA determination not to grant approval of the tenancy
- A PHA determination that the unit is not in compliance with the HQS
- A PHA determination that the unit is not in accordance with the HQS due to family size or composition

PHA Policy

The PHA will only offer an informal review to applicants for whom assistance is being denied. Denial of assistance includes: denying listing on the PHA waiting list; denying or

withdrawing a voucher; refusing to enter into a HAP contract or approve a lease; refusing to process or provide assistance under portability procedures.

Notice to the Applicant [24 CFR 982.554(a)]

The PHA must give an applicant prompt notice of a decision denying assistance. The notice must contain a brief statement of the reasons for the PHA decision, and must also state that the applicant may request an informal review of the decision. The notice must describe how to obtain the informal review.

Scheduling an Informal Review

PHA Policy

A request for an informal review must be made in writing and delivered to the PHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of the PHA's denial of assistance.

The PHA must schedule and send written notice of the informal review within 30 business days of the family's request.

Informal Review Procedures [24 CFR 982.554(b)]

PHA Policy

The informal review must be conducted by a person other than the one who made or approved the decision under review, or a subordinate of this person.

The applicant must be provided an opportunity to present written or oral objections to the decision of the PHA.

The person conducting the review will make a recommendation to the PHA, but the PHA is responsible for making the final decision as to whether assistance should be granted or denied.

Informal Review Decision [24 CFR 982.554(b)]

The PHA must notify the applicant of the PHA's final decision, including a brief statement of the reasons for the final decision.

PHA Policy

In rendering a decision, the PHA will evaluate the following matters:

Whether or not the grounds for denial were stated factually in the Notice.

The validity of grounds for denial of assistance. If the grounds for denial are not specified in the regulations, then the decision to deny assistance will be overturned.

The validity of the evidence. The PHA will evaluate whether the facts presented prove the grounds for denial of assistance. If the facts prove that there are grounds for denial, and HUD requires the denial, the PHA will uphold the decision to deny assistance.

If the facts prove the grounds for denial, and the denial is discretionary, the PHA will consider the recommendation of the person conducting the informal review in making the final decision whether to deny assistance.

The PHA will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed within 10 business days of the informal review, to the applicant and his or her representative, if any, along with proof of mailing.

If the decision to deny is overturned as a result of the informal review, processing for admission will resume.

If the family fails to appear for their informal review, the denial of admission will stand and the family will be so notified.

16-III.C. INFORMAL HEARINGS FOR PARTICIPANTS [24 CFR 982.555]

PHAs must offer an informal hearing for certain PHA determinations relating to the individual circumstances of a participant family. A participant is defined as a family that has been admitted to the PHA's HCV program and is currently assisted in the program. The purpose of the informal hearing is to consider whether the PHA's decisions related to the family's circumstances are in accordance with the law, HUD regulations and PHA policies.

The PHA is not permitted to terminate a family's assistance until the time allowed for the family to request an informal hearing has elapsed, and any requested hearing has been completed. Termination of assistance for a participant may include any or all of the following:

- Refusing to enter into a HAP contract or approve a lease
- Terminating housing assistance payments under an outstanding HAP contract
- Refusing to process or provide assistance under portability procedures

Decisions Subject to Informal Hearing

Circumstances for which the PHA must give a participant family an opportunity for an informal hearing are as follows:

- A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment
- A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the PHA utility allowance schedule
- A determination of the family unit size under the PHA's subsidy standards
- A determination that a certificate program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the PHA's subsidy standards, or the PHA determination to deny the family's request for exception from the standards
- A determination to terminate assistance for a participant family because of the family's actions or failure to act
- A determination to terminate assistance because the participant has been absent from the assisted unit for longer than the maximum period permitted under PHA policy and HUD rules

- A determination to terminate a family's Family Self Sufficiency contract, withhold supportive services, or propose forfeiture of the family's escrow account [24 CFR 984.303(i)]
- A determination to deny admission based on an unfavorable history that may be the result of domestic violence, dating violence, or stalking.

Circumstances for which an informal hearing is not required are as follows:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- Establishment of the PHA schedule of utility allowances for families in the program
- A PHA determination not to approve an extension or suspension of a voucher term
- A PHA determination not to approve a unit or tenancy
- A PHA determination that a unit selected by the applicant is not in compliance with the HQS
- A PHA determination that the unit is not in accordance with HQS because of family size
- A determination by the PHA to exercise or not to exercise any right or remedy against an owner under a HAP contract

PHA Policy

The PHA will only offer participants the opportunity for an informal hearing when required to by the regulations.

Informal Hearing Procedures

Notice to the Family [24 CFR 982.555(c)]

When the PHA makes a decision that is subject to informal hearing procedures, the PHA must inform the family of its right to an informal hearing at the same time that it informs the family of the decision.

For decisions related to the family's annual or adjusted income, the determination of the appropriate utility allowance, and the determination of the family unit size, the PHA must notify the family that they may ask for an explanation of the basis of the determination, and that if they do not agree with the decision, they may request an informal hearing on the decision.

For decisions related to the termination of the family's assistance, or the denial of a family's request for an exception to the PHA's subsidy standards, the notice must contain a brief statement of the reasons for the decision, a statement that if the family does not agree with the decision, the family may request an informal hearing on the decision, and a statement of the deadline for the family to request an informal hearing.

PHA Policy

In cases where the PHA makes a decision for which an informal hearing must be offered, the notice to the family will include all of the following:

The proposed action or decision of the PHA.

A brief statement of the reasons for the decision including the regulatory reference.

The date the proposed action will take place.

A statement of the family's right to an explanation of the basis for the PHA's decision.

A statement that if the family does not agree with the decision the family may request an informal hearing of the decision.

A deadline for the family to request the informal hearing.

To whom the hearing request should be addressed.

Scheduling an Informal Hearing [24 CFR 982.555(d)]

When an informal hearing is required, the PHA must proceed with the hearing in a reasonably expeditious manner upon the request of the family.

PHA Policy

A request for an informal hearing must be made in writing and delivered to the PHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of the PHA's decision or notice to terminate assistance.

The PHA must schedule and send written notice of the informal hearing to the family within 30 business days of the family's request.

The family may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict, which seriously affects the health, safety or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, the PHA may request documentation of the "good cause" prior to rescheduling the hearing.

If the family does not appear at the scheduled time, and was unable to reschedule the hearing in advance due to the nature of the conflict, the family must contact the PHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. The PHA will reschedule the hearing only if the family can show good cause for the failure to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

Pre-Hearing Right to Discovery [24 CFR 982.555(e)]

Participants and the PHA are permitted pre-hearing discovery rights. The family must be given the opportunity to examine before the hearing any PHA documents that are directly relevant to the hearing. The family must be allowed to copy any such documents at their own expense. If the PHA does not make the document available for examination on request of the family, the PHA may not rely on the document at the hearing.

The PHA hearing procedures may provide that the PHA must be given the opportunity to examine at the PHA offices before the hearing, any family documents that are directly relevant to the hearing. The PHA must be allowed to copy any such document at the PHA's expense. If the family does not make the document available for examination on request of the PHA, the family may not rely on the document at the hearing.

For the purpose of informal hearings, *documents* include records and regulations.

PHA Policy

The family may request copies of any documents related to the hearing at a cost of \$.10per page. The family must request discovery of PHA documents no later than 12:00 p.m. on the business day prior to the scheduled hearing date

The PHA must be given an opportunity to examine, at the PHA offices before the hearing, any family documents that are directly relevant to the hearing. Whenever a participant requests an informal hearing, the PHA will automatically request a copy of all documents that the participant intends to present or utilize at the hearing. The participant must make the documents available no later than 12:00 pm on the business day prior to the scheduled hearing date.

Participant's Right to Bring Counsel [24 CFR 982.555(e)(3)]

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

Informal Hearing Officer [24 CFR 982.555(e)(4)]

Informal hearings will be conducted by a person or persons approved by the PHA, other than the person who made or approved the decision or a subordinate of the person who made or approved the decision.

PHA Policy

The PHA has designated the following to serve as hearing officers:

Bexar County Dispute Resolution Center Mediators

Attendance at the Informal Hearing

PHA Policy

A hearing officer and the following applicable persons may attend hearings:

A PHA representative and any witnesses for the PHA

The participant and any witnesses for the participant

The participant's counsel or other representative

Any other person approved by the PHA as a reasonable accommodation for a person with a disability

Conduct at Hearings

The person who conducts the hearing may regulate the conduct of the hearing in accordance with the PHA's hearing procedures [24 CFR 982.555(e)(4)(ii)].

PHA Policy

The hearing officer is responsible to manage the order of business and to ensure that hearings are conducted in a professional and businesslike manner. Attendees are expected to comply with all hearing procedures established by the hearing officer and guidelines for conduct. Any person demonstrating disruptive, abusive or otherwise inappropriate behavior will be excused from the hearing at the discretion of the hearing officer and the termination will stand.

Evidence [24 CFR 982.555(e)(5)]

The PHA and the family must be given the opportunity to present evidence and question any witnesses. In general, all evidence is admissible at an informal hearing. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

PHA Policy

Any evidence to be considered by the hearing officer must be presented at the time of the hearing. There are four categories of evidence.

Oral evidence: the testimony of witnesses

Documentary evidence: a writing, which is relevant to the case, for example, a letter written to the PHA. Writings include all forms of recorded communication or representation, including letters, words, pictures, sounds, videotapes or symbols or combinations thereof.

Demonstrative evidence: Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.

Real evidence: A tangible item relating directly to the case.

Hearsay Evidence is evidence of a statement that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter. If either the PHA or the family fail to comply with the discovery requirements described above, the hearing officer will refuse to admit such evidence.

Other than the failure of a party to comply with discovery, the hearing officer has the authority to overrule any objections to evidence.

Hearing Officer's Decision [24 CFR 982.555(e)(6)]

The person who conducts the hearing must issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family must be based on a preponderance of evidence presented at the hearing. A copy of the hearing officer's decision must be furnished promptly to the family.

PHA Policy

In rendering a decision, the hearing officer will consider the following matters:

PHA Notice to the Family: The hearing officer will determine if the reasons for the PHA's decision are factually stated in the Notice.

Discovery: The hearing officer will determine if the PHA and the family were given the opportunity to examine any relevant documents in accordance with PHA policy.

PHA Evidence to Support the PHA Decision: The evidence consists of the facts presented. Evidence is not conclusion and it is not argument. The hearing officer will evaluate the facts to determine if they support the PHA's conclusion.

Validity of Grounds for Termination of Assistance (when applicable): The hearing officer will determine if the termination of assistance is for one of the grounds specified in the HUD regulations and PHA policies. If the grounds for termination are not specified in the regulations or in compliance with PHA policies, then the decision of the PHA will be overturned.

The hearing officer will issue a written decision to the family and the PHA no later than 10 business days after the hearing. The report will contain the following information:

Hearing information:

Name of the participant;

Date, time and place of the hearing;

Name of the hearing officer;

Name of the PHA representative; and

Name of family representative (if any).

Background: A brief, impartial statement of the reason for the hearing.

Findings of Fact: The hearing officer will include all findings of fact, based on a preponderance of the evidence. *Preponderance of the evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Conclusions: The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of the evidence. The conclusion will result in a determination of whether these facts uphold the PHA's decision.

Order: The hearing report will include a statement of whether the PHA's decision is upheld or overturned. If it is overturned, the hearing officer will instruct the PHA to change the decision in accordance with the hearing officer's determination. In the case of termination of assistance, the hearing officer will instruct the PHA to proceed with termination of assistance.

Procedures for Rehearing or Further Hearing

PHA Policy

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision. If the family misses an appointment or deadline ordered by the hearing officer, the action of the PHA will take effect and another hearing will not be granted.

A rehearing or a further hearing may be requested for the purpose of rectifying any obvious mistake of law made during the hearing or any obvious injustice not known at the time of the hearing.

It shall be within the sole discretion of the PHA to grant or deny the request for further hearing or rehearing. A further hearing may be limited to written submissions by the parties, in the manner specified by the hearing officer.

PHA Notice of Final Decision [24 CFR 982.555(f)]

The PHA is not bound by the decision of the hearing officer for matters in which the PHA is not required to provide an opportunity for a hearing, decisions that exceed the authority of the hearing officer, decisions that conflict with or contradict HUD regulations, requirements, or are otherwise contrary to Federal, State or local laws.

If the PHA determines it is not bound by the hearing officer's decision in accordance with HUD regulations, the PHA must promptly notify the family of the determination and the reason for the determination.

PHA Policy

The PHA will mail a "Notice of Final Decision" including the hearing officer's report, to the participant, the landlord, and the participant's representative.

16-III.D. HEARING AND APPEAL PROVISIONS FOR NON-CITIZENS [24 CFR 5.514]

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. Applicants who are denied assistance due to immigration status are entitled to an informal hearing, not an informal review.

Assistance to a family may not be delayed, denied, or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while the PHA hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

A decision against a family member, issued in accordance with the USCIS appeal process or the PHA informal hearing process, does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

Notice of Denial or Termination of Assistance [24 CFR 5.514(d)]

As discussed in Chapters 3 and 11, the notice of denial or termination of assistance for non-citizens must advise the family:

- That financial assistance will be denied or terminated, and provide a brief explanation of the reasons for the proposed denial or termination of assistance.
- The family may be eligible for pro-ration of assistance.
- In the case of a participant, the criteria and procedures for obtaining relief und the provisions for preservation of families [24 CFR 5.514 and 5.518].
- That the family has a right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal.
- That the family has a right to request an informal hearing with the PHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.
- For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the informal hearing process.

USCIS Appeal Process [24 CFR 5.514(e)]

When the PHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, the PHA must notify the family of the results of the USCIS verification. The family will have 30 days from the date of the notification to request an appeal of the USCIS results. The family in writing must make the request for appeal directly to the USCIS. The family must provide the PHA with a copy of the written request for appeal and the proof of mailing.

PHA Policy

The PHA will notify the family in writing of the results of the USCIS secondary verification within 10 business days of receiving the results.

The family must provide the PHA with a copy of the written request for appeal and proof of mailing within 10 business days of sending the request to the USCIS.

The family must forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form specified by the USCIS, and a letter indicating that the family is requesting an appeal of the USCIS immigration status verification results.

The USCIS will notify the family, with a copy to the PHA, of its decision. When the USCIS notifies the PHA of the decision, the PHA must notify the family of its right to request an informal hearing.

PHA Policy

The PHA will send written notice to the family of its right to request an informal hearing within 10 business days of receiving notice of the USCIS decision regarding the family's immigration status.

Informal Hearing Procedures for Applicants [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request that the PHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of the PHA notice of denial, or within 30 days of receipt of the USCIS appeal decision.

The informal hearing procedures for applicant families are described below.

Informal Hearing Officer

The PHA must provide an informal hearing before an impartial individual, other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision. See Section 16-III.C. for a listing of positions that serve as informal hearing officers.

Evidence

The family must be provided the opportunity to examine and copy at the family's expense, at a reasonable time in advance of the hearing, any documents in the possession of the PHA pertaining to the family's eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing.

PHA Policy

The family will be allowed to copy any documents related to the hearing at a cost of \$.25 per page copy. The family must request discovery of PHA documents no later than 12:00 p.m. on the business day prior to the hearing.

The family must be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The family must also be provided the opportunity to refute evidence relied upon by the PHA, and to confront and cross-examine all witnesses on whose testimony or information the PHA relies.

Representation and Interpretive Services

The family is entitled to be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf.

The family is entitled to arrange for an interpreter to attend the hearing, at the expense of the family, or the PHA, as may be agreed upon by the two parties.

Recording of the Hearing

The family is entitled to have the hearing recorded by audiotape. The PHA may, but is not required to provide a transcript of the hearing.

PHA Policy

The PHA will not provide a transcript of an audio taped hearing.

Hearing Decision

The PHA must provide the family with a written final decision, based solely on the facts presented at the hearing, within 14 calendar days of the date of the informal hearing. The decision must state the basis for the decision.

Informal Hearing Procedures for Residents [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request that the PHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of the PHA notice of termination, or within 30 days of receipt of the USCIS appeal decision.

For the informal hearing procedures that apply to participant families whose assistance is being terminated based on immigration status, see Section 16-III.C.

Retention of Documents [24 CFR 5.514(h)]

The PHA must retain for a minimum of 5 years the following documents that may have been submitted to the PHA by the family, or provided to the PHA as part of the USCIS appeal or the PHA informal hearing process:

- The application for assistance
- The form completed by the family for income reexamination
- Photocopies of any original documents, including original USCIS documents
- The signed verification consent form
- The USCIS verification results
- The request for an USCIS appeal
- The final USCIS determination
- The request for an informal hearing
- The final informal hearing decision

PART IV: OWNER OR FAMILY DEBTS TO THE PHA

16-IV.A. OVERVIEW

PHAs are required to include in the administrative plan, policies concerning repayment by a family of amounts owed to the PHA [24 CFR 982.54]. This part describes the PHA's policies for recovery of monies that have been overpaid on behalf of families, or to owners.

PHA Policy

When an action or inaction of an owner or participant results in the overpayment of housing assistance, the PHA holds the owner or participant liable to return any overpayments to the PHA.

The PHA will enter into repayment agreements in accordance with the policies contained in this part as a means to recover overpayments.

When an owner or participant refuses to repay monies owed to the PHA, the PHA will utilize other available collection alternatives including, but not limited to, the following:

Requests for lump sum payments

Civil suits

Payment agreements

Reductions in HAP to owner

Denial or Termination of assistance

Collection agencies

Small claims court

16-IV.B. REPAYMENT POLICY

Owner Debts to the PHA

PHA Policy

Any amount due to the PHA by an owner must be repaid by the owner within 30 days of the PHA determination of the debt, or approved extension.

If the owner fails to repay the debt within the required time frame and is entitled to future HAP payments, the PHA will reduce the future HAP payments by the amount owed until the debt is paid in full.

If the owner is not entitled to future HAP payments the PHA will offer to enter into a repayment agreement in accordance with the policies below.

If the owner refuses to repay the debt, enter into a repayment agreement, or breaches a repayment agreement, the PHA will ban the owner from future participation in the program and pursue other modes of collection.

Family Debts to the PHA

PHA Policy

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

The PHA will prescribe the terms of the payment agreement, including determining whether to enter into a payment agreement with the family based on the circumstances surrounding the debt to the PHA.

If the family refuses to repay the debt, enter into a repayment agreement, or breaches a repayment agreement, the PHA will terminate the assistance upon notification to the family and pursue other modes of collection.

There are some circumstances in which the PHA will not enter into a payment agreement. They are:

- If the family is an applicant
- If the family already has a Payment Agreement in place and is in default
- If the PHA determines that the family committed program fraud.
- If the PHA determines that the debt amount is larger than can be paid back by the family within one year.
- If the amounts owed by the family or owner exceeds the Federal or State threshold for criminal prosecution.

The amount for which the PHA will enter into a payment agreement with a family will be determined on a case-by-case basis, depending on the family's ability to pay in a twelvemonth period.

The minimum amount for which the PHA will enter into a payment agreement with a family will be \$500. Any amount less than \$500 must be paid in full.

The maximum length of time the PHA will enter into a payment agreement with a family is one year.

To qualify for a payment agreement, the family must make a down payment of one third of the amount owed.

Repayment Agreement [24 CFR 792.103]

The term repayment agreement refers to a formal document signed by a tenant or owner and provided to the PHA in which a tenant or owner acknowledges a debt in a specific amount and agrees to repay the amount due at specific time periods.

Repayment Agreement Guidelines

Down Payment Requirement

PHA Policy

Prior to the execution of a repayment agreement, the owner or family must pay 33 percent of the balance owed to the PHA if the balance owed is greater than \$500.

Payment Thresholds

PHA Policy

The maximum length of time the PHA will enter into a payment agreement with a family is one year.

Execution of the Agreement

PHA Policy

The head of household and spouse/co-head (if applicable) must sign the repayment agreement.

Due Dates

PHA Policy

All payments are due by the close of business on the 5^{th} day of the month. If the 5^{th} does not fall on a business day, the due date is the close of business on the first business day after the 5^{th} .

Non-Payment

PHA Policy

If a payment is not received by the end of the business day on the date due, it will be considered a breach of the agreement and the PHA will terminate assistance upon written notification to the family.

Collection of Housing Assistance Overpayments

The owner/agent will not be charged for any unearned HAP for termination due to Family Obligations.

PHA Policy

Termination due to Family Obligations

Without a hearing:

If a hearing is not requested, the PHA will terminate as outlined in Chapter 12

Hearing requested but not attended:

If a hearing is requested but not attended by the family representative, the PHA will terminate as outlined in Chapter 12

With a hearing (termination upheld):

If a hearing is requested and the termination is upheld, the Housing Assistance Payment will be paid to the owner through the end of the month the hearing was held.

Bad Debt Write Offs

Bad debts will be written off by the PHA if:

The debt is 7 years old or older

The debtor is deceased or is otherwise "judgment proof"

The debtor is confined to a penal institution for more than 7 years

The amount is \$50 or less and the debtor cannot be located

The PHA cannot produce supporting documentation of the debt incurred

PART V: MANAGEMENT ASSESSMENT (SEMAP)

16-V.A. OVERVIEW

The Section 8 Management Assessment Program (SEMAP) is a tool that allows HUD to measure PHA performance in key areas to ensure program integrity and accountability. SEMAP scores translate into a rating for each PHA as high performing, standard, or troubled. Scores on individual SEMAP indicators, as well as overall SEMAP ratings, can affect the PHA in several ways.

- High-performing PHAs can be given a competitive advantage under notices of funding availability [24 CFR 985.103].
- PHAs with deficiencies on one or more indicators are required to correct the deficiencies and report to HUD [24 CFR 985.106].
- PHAs with an overall rating of "troubled" are subject to additional HUD oversight, including
 on-site reviews by HUD staff, a requirement to develop a corrective action plan, and
 monitoring to ensure the successful implementation of the corrective action plan. In addition,
 PHAs that are designated "troubled" may not use any part of the administrative fee reserve
 for other housing purposes [24 CFR 985.107].
- HUD may determine that a PHA's failure to correct identified SEMAP deficiencies or to prepare and implement a corrective action plan required by HUD constitutes a default under the ACC [24 CFR 985.109].

16-V.B. SEMAP CERTIFICATION [24 CFR 985.101]

PHAs must submit the HUD-required SEMAP certification form within 60 calendar days after the end of its fiscal year. The certification must be approved by PHA board resolution and signed by the PHA executive director. If the PHA is a unit of local government or a state, a resolution approving the certification is not required, and the certification must be executed by the Section 8 program director.

PHAs with less than 250 voucher units are only required to be assessed every other PHA fiscal year. HUD will assess such PHAs annually if the PHA elects to have its performance assessed on an annual basis; or is designated as "troubled" [24 CFR 985.105].

Failure of a PHA to submit its SEMAP certification within the required time frame will result in an overall performance rating of "troubled."

A PHA's SEMAP certification is subject to HUD verification by an on-site confirmatory review at any time.

Upon receipt of the PHA's SEMAP certification, HUD will rate the PHA's performance under each SEMAP indicator in accordance with program requirements.

HUD Verification Method

Several of the SEMAP indicators are scored based on a review of a quality control sample selected for this purpose. The PHA or the Independent Auditor must select an unbiased sample that provides an adequate representation of the types of information to be assessed, in accordance with SEMAP requirements [24 CFR 985.2].

If the HUD verification method for the indicator relies on data in the Form-50058 module (formerly known as MTCS) in the PIH Information Center (PIC), and HUD determines that those data are insufficient to verify the PHA's certification on the indicator due to the PHA's failure to adequately report family data, HUD will assign a zero rating for the indicator [24 CFR 985.3].

16-V.C. SEMAP INDICATORS [24 CFR 985.3 and form HUD-52648]

The table below lists each of the SEMAP indicators, contains a description of each indicator, and explains the basis for points awarded under each indicator.

A PHA that expends less than \$300,000 in Federal awards and whose Section 8 programs are not audited by an independent auditor, is not be rated under SEMAP indicators 1-7.

SEMAP Indicators

Indicator 1: Selection from the waiting list Maximum Score: 15

- This indicator shows whether the PHA has written policies in its administrative plan for selecting applicants from the waiting list and whether the PHA follows these policies when selecting applicants for admission from the waiting list.
- Points are based on the percent of families that are selected from the waiting list in accordance with the PHA's written policies, according to the PHA's quality control sample.

Indicator 2: Rent reasonableness Maximum Score: 20

- This indicator shows whether the PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units
- Points are based on the percent of units for which the PHA follows its written method to determine reasonable rent and has documented its determination that the rent to owner is reasonable, according to the PHA's quality control sample.

Indicator 3: Determination of adjusted income Maximum Score: 20

- This indicator measures whether the PHA verifies and correctly determines adjusted income for each assisted family, and where applicable, uses the appropriate utility allowances for the unit leased in determining the gross rent.
- Points are based on the percent of files that are calculated and verified correctly, according to the PHA's quality control sample.

Indicator 4: Utility allowance schedule Maximum Score: 5

- This indicator shows whether the PHA maintains an up-to-date utility allowance schedule
- Points are based on whether the PHA has reviewed the utility allowance schedule and adjusted it when required, according to the PHA's certification.

Indicator 5: HQS quality control inspections

Maximum Score: 5

- This indicator shows whether a PHA supervisor reinspects a sample of units under contract during the PHA fiscal year, which meets the minimum sample size requirements for quality control of HQS inspections.
- Points are based on whether the required quality control reinspections were completed, according to the PHA's certification.

Indicator 6: HQS enforcement

Maximum Score: 10

- This indicator shows whether, following each HQS inspection of a unit under contract where the unit fails to meet HQS, any cited life-threatening deficiencies are corrected within 24 hours from the inspection and all other deficiencies are corrected within no more than 30 calendar days from the inspection or any PHA-approved extension.
- Points are based on whether the PHA corrects all HQS deficiencies in accordance with required time frames, according to the PHA's certification.

Indicator 7: Expanding housing opportunities Maximum Points: 5

- Only applies to PHAs with jurisdiction in metropolitan FMR areas.
- This indicator shows whether the PHA has adopted and implemented a written policy to
 encourage participation by owners of units located outside areas of poverty or minority
 concentration; informs voucher holders of the full range of areas where they may lease
 units both inside and outside the PHA's jurisdiction; and supplies a list of landlords or
 other parties who are willing to lease units or help families find units, including units
 outside areas of poverty or minority concentration.
- Points are based on whether the PHA has adopted and implemented written policies in accordance with SEMAP requirements, according to the PHA's certification.

Indicator 8: FMR limit and payment standards Maximum Points: 5 points

- This indicator shows whether the PHA has adopted a payment standard schedule that establishes payment standard amounts by unit size for each FMR area in the PHA's jurisdiction, that are within the basic range of 90 to 110 percent of the published FMR.
- Points are based on whether the PHA has appropriately adopted a payment standard schedule(s), according to the PHA's certification.

Indicator 9: Annual reexaminations

Maximum Points: 10

- This indicator shows whether the PHA completes a reexamination for each participating family at least every 12 months.
- Points are based on the percent of reexaminations that are more than 2 months overdue, according to data from PIC.

Indicator 10: Correct tenant rent calculations Maximum Points: 5

- This indicator shows whether the PHA correctly calculates the family's share of the rent to owner.
- Points are based on the percent of correct calculations of family share of the rent, according to data from PIC.

Indicator 11: Pre-contract HQS inspections Maximum Points: 5

- This indicator shows whether newly leased units pass HQS inspection on or before the effective date of the assisted lease and HAP contract.
- Points are based on the percent of newly leased units that passed HQS inspection prior to the effective date of the lease and HAP contract, according to data from PIC.

Indicator 12: Annual HQS inspections Maximum Points: 10

- This indicator shows whether the PHA inspects each unit under contract at least annually.
- Points are based on the percent of annual HQS inspections of units under contract that are more than 2 months overdue, according to data from PIC.

Indicator 13: Lease-up Maximum Points: 20 points

- This indicator shows whether the PHA enters HAP contracts for the number of units or funding reserved under ACC for at least one year.
- Points are based on the percent of units leased during the last completed PHA fiscal year, or the percent of allocated budget authority that has been expended by the PHA, according to data from the PHA's last year-end operating statement that is recorded in HUD's accounting system.

Indicator 14: Family self-sufficiency (FSS) enrollment and escrow account balances Maximum Points: 10

- Only applies to PHAs with mandatory FSS programs.
- This indicator shows whether the PHA has enrolled families in the FSS program as required, and measures the percent of current FSS participants that have had increases in earned income which resulted in escrow account balances.
- Points are based on the percent of mandatory FSS slots that are filled and the percent of families with escrow account balances, according to data from PIC.

Success Rate of Voucher Holders

Maximum Points: 5

- Only applies to PHAs that have received approval to establish success rate payment standard amounts, and isn't effective until the second full PHA fiscal year following the date of HUD approval of success rate payment standard amounts.
- This indicator shows whether voucher holders were successful in leasing units with voucher assistance.
- Points are based on the percent of families that were issued vouchers, and that became participants in the voucher program.

Deconcentration Bonus Indicator

Maximum Points: 5

- Submission of data for this indicator is mandatory for a PHA using one or more payment standard amount(s) that exceed(s) 100 percent of the published FMR set at the 50 percentile rent, starting with the second full PHA fiscal year following initial use of payment standard amounts based on the FMRs set at the 50th percentile.
- Additional points are available to PHAs that have jurisdiction in metropolitan FMR areas and that choose to submit the required data.
- Points are based on whether the data that is submitted meets the requirements for bonus points.

PART VI: RECORD KEEPING

16-VI.A. OVERVIEW

The PHA must maintain complete and accurate accounts and other records for the program in accordance with HUD requirements, in a manner that permits a speedy and effective audit. All such records must be made available to HUD or the Comptroller General of the United States upon request.

In addition, the PHA must ensure that all applicant and participant files are maintained in a way that protects an individual's privacy rights.

16-VI.B. RECORD RETENTION [24 CFR 982.158]

During the term of each assisted lease, and for at least three years thereafter, the PHA must keep:

- A copy of the executed lease;
- The HAP contract: and
- The application from the family.

In addition, the PHA must keep the following records for at least three years:

- Records that provide income, racial, ethnic, gender, and disability status data on program applicants and participants;
- An application from each ineligible family and notice that the applicant is not eligible;
- HUD-required reports;
- Unit inspection reports;
- Lead-based paint records as required by 24 CFR 35, Subpart B.
- Accounts and other records supporting PHA budget and financial statements for the program;
- Records to document the basis for PHA determination that rent to owner is a reasonable rent (initially and during the term of a HAP contract); and
- Other records specified by HUD.

If an informal hearing to establish a family's citizenship status is held, longer retention requirements apply for some types of documents. For specific requirements, see Section 16-III.D., Retention of Documents.

16-VI.C. RECORDS MANAGEMENT

PHAs must maintain applicant and participant files and information in accordance with the regulatory requirements described below.

PHA Policy

All applicant and participant information will be kept in a secure location and access will be limited to authorized PHA staff.

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

Privacy Act Requirements [24 CFR 5.212 and Form-9886]

The collection, maintenance, use, and dissemination of social security numbers (SSN), employer identification numbers (EIN), any information derived from these numbers, and income information of applicants and participants must be conducted, to the extent applicable, in compliance with the Privacy Act of 1974, and all other provisions of Federal, State, and local law.

Applicants and participants, including all adults in the household, are required to sign a consent form, HUD-9886, Authorization for Release of Information. This form incorporates the Federal Privacy Act Statement and describes how the information collected using the form may be used, and under what conditions HUD or the PHA may release the information collected.

Upfront Income Verification (UIV) Records

PHAs that access UIV data through HUD's Enterprise Income Verification (EIV) System are required to adopt and follow specific security procedures to ensure that all EIV data is protected in accordance with Federal laws, regardless of the media on which the data is recorded (e.g. electronic, paper). These requirements are contained in the HUD issued document, *Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification data.*

PHA Policy

Prior to utilizing HUD's EIV system, the PHA will adopt and implement EIV security procedures required by HUD.

Criminal Records

The PHA may only disclose the criminal conviction records, which the PHA receives from a law enforcement agency to officers or employees of the PHA, or to authorized representatives of the PHA who have a job-related need to have access to the information [24 CFR 5.903(e)].

The PHA must establish and implement a system of records management that ensures that any criminal record received by the PHA from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action without institution of a challenge or final disposition of any such litigation [24 CFR 5.903(g)].

The PHA must establish and implement a system of records management that ensures that any sex offender registration information received by the PHA from a State or local agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action without institution of a challenge or final disposition of any such litigation. This requirement does not apply to information that is public information, or is obtained by a PHA other than under 24 CFR 5.905.

Medical/Disability Records

PHAs are not permitted to inquire about the nature or extent of a person's disability. The PHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the PHA receives a verification document that provides such information, the PHA should not place this information in the tenant file. The PHA should destroy the document

PART VII: REPORTING AND RECORD KEEPING FOR CHILDREN WITH ENVIRONMENTAL INTERVENTION BLOOD LEAD LEVEL

16-VII.A. OVERVIEW

The PHA has certain responsibilities relative to children with environmental intervention blood lead levels that are receiving HCV assistance. The notification, verification, and hazard reduction requirements are discussed in Chapter 8. This part deals with the reporting requirements, and data collection and record keeping responsibilities that the PHA is subject to.

16-VII.B. REPORTING REQUIREMENT [24 CFR 35.1225(e)]

The PHA must report the name and address of a child identified as having an environmental intervention blood lead level to the public health department within 5 business days of being so notified by any other medical health care professional.

PHA Policy

The PHA will provide the public health department written notice of the name and address of any child identified as having an environmental intervention blood lead level.

16-VII.C. DATA COLLECTION AND RECORD KEEPING [24 CFR 35.1225(f)]

At least quarterly, the PHA must attempt to obtain from the public health department(s) with a similar area of jurisdiction, the names and/or addresses of children less than 6 years old with an identified environmental intervention blood lead level.

If the PHA obtains names and addresses of environmental intervention blood lead level children from the public health department(s), the PHA must match this information with the names and addresses of families receiving HCV assistance, unless the public health department performs such a procedure. If a match occurs, the PHA must carry out the notification, verification, and hazard reduction requirements discussed in Chapter 8, and the reporting requirement discussed above.

At least quarterly, the PHA must also report an updated list of the addresses of units receiving assistance under the HCV program to the same public health department(s), unless the public health department(s) states that it does not wish to receive such a report.

PHA Policy

The public health department(s) has stated they **do not** wish to receive a report of an updated list of the addresses of units receiving assistance under the HCV program, on a quarterly basis. Therefore, the PHA is not providing such a report

PART VIII: DETERMINATION OF INSUFFICIENT FUNDING

16-VIII.A. OVERVIEW

The HCV regulations allow PHAs to deny families permission to move and to terminate Housing Assistance Payments (HAP) contracts if funding under the consolidated ACC is insufficient to support continued assistance [24 CFR 982.314(e)(1) and 982.454]. Insufficient funding may also impact the PHA's ability to issue vouchers to families on the waiting list. This part discusses the methodology the PHA will use to determine whether or not the PHA has sufficient funding to issue vouchers, approve moves, and to continue subsidizing all families currently under a HAP contract.

16-VIII.B. METHODOLOGY

PHA Policy

The PHA will determine whether there is adequate funding to issue vouchers, approve moves to higher cost units and areas, and continue subsidizing all current participants by comparing the PHA's annual budget authority to the annual total HAP needs on a monthly basis. The total HAP needs for the calendar year will be projected by establishing the actual HAP costs year to date. To that figure, the PHA will add anticipated HAP expenditures for the remainder of the calendar year. Projected HAP expenditures will be calculated by multiplying the projected number of units leased per remaining months by the most current month's average HAP. The projected number of units leased per month will take into account the average monthly turnover of participant families. If the total annual HAP needs equal or exceed the annual budget authority, or if the PHA cannot support the cost of the proposed subsidy commitment (voucher issuance or move) based on the funding analysis, the PHA will be considered to have insufficient funding.

PART IX: NOTIFICATION REGARDING APPLICABLE PROVISIONS OF THE VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2005 (VAWA)

16-IX.A. NOTIFICATION TO PARTICIPANTS [Pub.L. 109-162]

VAWA requires PHAs to notify public housing program participants of their rights under this law, including their right to confidentiality and the limits thereof.

PHA Policy

The PHA will provide all participants with notification of their protections and rights under VAWA at the time of admission and at annual reexamination.

The notice will explain the protections afforded under the law, inform the participant of PHA confidentiality requirements, and provide contact information for local victim advocacy groups or service providers.

The PHA will also include in all assistance termination notices a statement explaining assistance termination protection provided by VAWA (see Section 12-II.E).

16-IX.B. NOTIFICATION TO APPLICANTS

PHA Policy

The PHA will provide all applicants with notification of their protections and rights under VAWA at the time they request an application for housing assistance.

The notice will explain the protections afforded under the law, inform each applicant of PHA confidentiality requirements, and provide contact information for local victim advocacy groups or service providers.

The PHA will also include in all notices of denial a statement explaining the protection against denial provided by VAWA (see section 3-III.G).

16-IX.C. NOTIFICATION TO OWNERS AND MANAGERS [Pub.L. 109-162]

VAWA requires PHAs to notify owners and managers of their rights and responsibilities under this law.

PHA Policy

Inform property owners and managers of their screening and termination responsibilities related to VAWA. The PHA may utilize any or all of the following means to notify owners of their VAWA responsibilities:

As appropriate in day to day interactions with owners and managers.

Inserts in HAP payments, 1099s, owner workshops, classes, orientations, and/or newsletters.

Signs in the PHA lobby and/or mass mailings which include model VAWA certification forms.

GLOSSARY

A. ACRONYMS USED IN SUBSIDIZED HOUSING

AAF Annual adjustment factor (published by HUD in the Federal Register and used to

compute annual rent adjustments)

ACC Annual contributions contract

ADA Americans with Disabilities Act of 1990

BR Bedroom

CDBG Community Development Block Grant (Program)

CFR Code of Federal Regulations (published federal rules that define and implement

laws; commonly referred to as "the regulations")

CPI Consumer price index (published monthly by the Department of Labor as an

inflation indicator)

FDIC Federal Deposit Insurance Corporation

FHA Federal Housing Administration

FICA Federal Insurance Contributions Act (established Social Security taxes)

FMR Fair market rent
FR Federal Register

FSS Family Self-Sufficiency (Program)

FY Fiscal year

FYE Fiscal year end

GAO Government Accountability Office

GR Gross rent

HAP Housing assistance payment

HCV Housing choice voucher

HQS Housing quality standards.

HUD Department of Housing and Urban Development

HUDCLIPS HUD Client Information and Policy System

IG (HUD Office of) Inspector General

IPA Independent public accountant
IRA Individual Retirement Account

IRS Internal Revenue Service

JTPA Job Training Partnership Act

LBP Lead-based paint

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MSA Metropolitan statistical area (established by the U.S. Census Bureau)

MTCS Multi-family Tenant Characteristics System (now the Form HUD-50058

submodule of the PIC system)

NOFA Notice of funding availability

OMB Office of Management and Budget
PASS Plan for Achieving Self-Support

PHA Public housing agency

PHRA Public Housing Reform Act of 1998 (also known as the Quality Housing and

Work Responsibility Act)

PIC PIH Information Center

PIH (HUD Office of) Public and Indian Housing

PS Payment standard

QC Quality control

QHWRA Quality Housing and Work Responsibility Act of 1998 (also known as the Public

Housing Reform Act)

REAC (HUD) Real Estate Assessment Center

RFP Request for proposals

RFTA Request for tenancy approval

RIGI Regional inspector general for investigation (handles fraud and program abuse

matters for HUD at the regional office level)

SEMAP Section 8 Management Assessment Program

SRO Single room occupancy

SSA Social Security Administration
SSI Supplemental security income

TANF Temporary assistance for needy families

TR Tenant rent

TTP Total tenant payment
UA Utility allowance

URP Utility reimbursement payment

VAWA Violence Against Women Reauthorization Act of 2005

B. GLOSSARY OF SUBSIDIZED HOUSING TERMS

- **Absorption.** In portability (under subpart H of this part 982): the point at which a receiving PHA stops billing the initial PHA for assistance on behalf of a portability family. The receiving PHA uses funds available under the receiving PHA consolidated ACC.
- *Accessible.* The facility or portion of the facility can be approached, entered, and used by individuals with physical handicaps.
- Adjusted Income. Annual income, less allowable HUD deductions.
- Adjusted Annual Income. Same as Adjusted Income.
- *Administrative fee.* Fee paid by HUD to the PHA for administration of the program. See §982.152.
- Administrative fee reserve (formerly "operating reserve"). Account established by PHA from excess administrative fee income. The administrative fee reserve must be used for housing purposes. See §982.155. Administrative fee reserves from FY 2004 and 2005 funding are further restricted to activities related to the provision of tenant-based rental assistance authorized under Section 8.
- Administrative plan. The plan that describes PHA policies for administration of the tenant-based programs. The Administrative Plan and any revisions must be approved by the PHA's board and included as a supporting document to the PHA Plan. See §982.54.
- *Admission.* The point when the family becomes a participant in the program. The date used for this purpose is the effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program.
- *Amortization payment.* In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home.
- Annual contributions contract (ACC). The written contract between HUD and a PHA under which HUD agrees to provide funding for a program under the 1937 Act, and the PHA agrees to comply with HUD requirements for the program.
- **Annual Income.** The anticipated total income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.
- *Applicant (applicant family).* A family that has applied for admission to a program but is not yet a participant in the program.
- Area Exception Rent. An amount that exceeds the published FMR. See §982.504(b).
- "As-paid" States. States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.
- Assets. (See Net Family Assets.)
- Auxiliary aids. Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving Federal financial assistance.

- **Budget authority.** An amount authorized and appropriated by the Congress for payment to HAs under the program. For each funding increment in a PHA program, budget authority is the maximum amount that may be paid by HUD to the PHA over the ACC term of the funding increment.
- *Child.* A member of the family other than the family head or spouse who is under 18 years of age.
- Child care expenses. Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.
- Citizen. A citizen or national of the United States.
- *Co-head.* An individual in the household who is equally responsible for the lease with the head of household. A family may have a co-head or spouse but not both. A co-head never qualifies as a dependent. The co-head must have legal capacity to enter into a lease.
- **Common space.** In shared housing: Space available for use by the assisted family and other occupants of the unit.
- *Computer match.* The automated comparison of data bases containing records about individuals.
- *Confirmatory review.* An on-site review performed by HUD to verify the management performance of a PHA.
- Consent form. Any consent form approved by HUD to be signed by assistance applicants and participants to obtain income information from employers and SWICAs; return information from the Social Security Administration (including wages, net earnings from self-employment, and retirement income); and return information for unearned income from the IRS. Consent forms expire after a certain time and may authorize the collection of other information to determine eligibility or level of benefits.
- *Congregate housing.* Housing for elderly persons or persons with disabilities that meets the HQS for congregate housing. A special housing type: see §982.606 to §982.609.
- *Contiguous MSA*. In portability (under subpart H of part 982): An MSA that shares a common boundary with the MSA in which the jurisdiction of the initial PHA is located.
- *Continuously assisted.* An applicant is continuously assisted under the 1937 Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the voucher program.
- **Contract.** (See Housing Assistance Payments Contract.)
- Contract authority. The maximum annual payment by HUD to a PHA for a funding increment.

- *Cooperative* (term includes mutual housing). Housing owned by a nonprofit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing. A special housing type: see §982.619.
- Covered families. Statutory term for families who are required to participate in a welfare agency economic self-sufficiency program and who may be subject to a welfare benefit sanction for noncompliance with this obligation. Includes families who receive welfare assistance or other public assistance under a program for which Federal, State or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.
- *Dating violence.* Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - The length of the relationship
 - The type of relationship
 - The frequency of interaction between the persons involved in the relationship
- **Dependent.** A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.
- Disability assistance expenses. Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.
- *Disabled family.* A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.
- Disabled person. See Person with Disabilities.
- *Displaced family*. A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
- Domestic violence. Felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
- **Domicile.** The legal residence of the household head or spouse as determined in accordance with State and local law.

- *Drug-related criminal activity.* As defined in 42 U.S.C. 1437f(f)(5).
- *Drug-trafficking.* The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).
- Economic Self-Sufficiency Program. Any program designed to encourage, assist, train or facilitate the economic independence of assisted families, or to provide work for such families. Can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as treatment for drug abuse or mental health treatment). Includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). Also see §5.603(c).
- *Elderly family*. A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.
- *Elderly Person.* An individual who is at least 62 years of age.
- *Eligible Family* (Family). A family that is income eligible and meets the other requirements of the Act and Part 5 of 24 CFR.
- *Employer Identification Number (EIN)*. The nine-digit taxpayer identifying number that is assigned to an individual, trust, estate, partnership, association, company, or corporation.
- *Evidence of citizenship or eligible status.* The documents which must be submitted to evidence citizenship or eligible immigration status. (See §5.508(b).)
- 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. HUD may establish income ceilings higher or lower than 30 percent of median income if HUD finds such variations are necessary due to unusually high or low family incomes. (CFR 5.603)
- *Facility*. All or any portion of buildings, structures, equipment, roads, walks, parking lots, rolling stock or other real or personal property or interest in the property.
- *Fair Housing Act* means title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988
- Fair market rent (FMR). The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. See periodic publications in the Federal Register in accordance with 24 CFR part 888.

Family. Includes but is not limited to the following, and can be further defined in PHA policy.

- A family with or without children (the temporary absence of a child from the home due to placement in foster care is not considered in determining family composition and family size)
- An elderly family or a near-elderly family
- A displaced family
- The remaining member of a tenant family
- A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Family rent to owner. In the voucher program, the portion of rent to owner paid by the family.

- *Family self-sufficiency program* (FSS program). The program established by a PHA in accordance with 24 CFR part 984 to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).
- *Family share.* The portion of rent and utilities paid by the family. For calculation of family share, see §982.515(a).
- *Family unit size.* The appropriate number of bedrooms for a family, as determined by the PHA under the PHA subsidy standards.
- *Federal agency.* A department of the executive branch of the Federal Government.
- *Foster Child Care Payment.* Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.
- *Full-time Student.* A person who is attending school or vocational training on a full-time basis (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended). (*CFR 5.603*)
- *Funding increment.* Each commitment of budget authority by HUD to a PHA under the consolidated annual contributions contract for the PHA program.
- *Gross rent.* The sum of the rent to owner plus any utility allowance.
- *Group home.* A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide). A special housing type: see §982.610 to §982.614.
- *Handicap*. Any condition or characteristic that renders a person an individual with handicaps. See 24CFR 8.3.
- Handicap Assistance Expense. See "Disability Assistance Expense."
- *HAP contract.* Housing assistance payments contract. (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.
- *Head of household.* The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

- *Housing assistance payment.* The monthly assistance payment by a PHA, which includes: (1) A payment to the owner for rent to the owner under the family's lease; and (2) An additional payment to the family if the total assistance payment exceeds the rent to owner.
- *Housing agency (HA).* A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing. ("PHA" and "HA" mean the same thing.)
- *Housing Quality Standards*. The HUD minimum quality standards for housing assisted under the voucher program.
- **HUD.** The Department of Housing and Urban Development.
- *Immediate family member.* A spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent; or any other person living in the household of that person and related to that person by blood and marriage.
- *Imputed Asset.* Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.
- *Imputed Income*. HUD passbook rate multiplied by the total cash value of assets. Calculation used when net family assets exceed \$5,000.
- *Imputed welfare income.* An amount of annual income that is not actually received by a family as a result of a specified welfare benefit reduction, but is included in the family's annual income and therefore reflected in the family's rental contribution.
- *Income*. Income from all sources of each member of the household, as determined in accordance with criteria established by HUD.

Income For Eligibility. Annual Income.

Income information means information relating to an individual's income, including:

- All employment income information known to current or previous employers or other income sources
- All information about wages, as defined in the State's unemployment compensation law, including any Social Security Number; name of the employee; quarterly wages of the employee; and the name, full address, telephone number, and, when known, Employer Identification Number of an employer reporting wages under a State unemployment compensation law
- Whether an individual is receiving, has received, or has applied for unemployment compensation, and the amount and the period received
- Unearned IRS income and self-employment, wages and retirement income
- Wage, social security, and supplemental security income data obtained from the Social Security Administration.

Individual with handicaps. Any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment.

- *Initial PHA*. In portability, the term refers to both: (1) A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and (2) A PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.
- *Initial payment standard.* The payment standard at the beginning of the HAP contract term.
- *Initial rent to owner.* The rent to owner at the beginning of the HAP contract term.
- *Jurisdiction.* The area in which the PHA has authority under State and local law to administer the program.
- *Landlord*. Either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner.
- *Lease.* A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the PHA.
- *Live-in aide*. A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:
 - Is determined to be essential to the care and well-being of the persons;
 - Is not obligated for the support of the persons; and
 - Would not be living in the unit except to provide the necessary supportive services.
- Local Preference. A preference used by the PHA to select among applicant families.
- **Low Income Family.** A family whose income does not exceed 80% of the median income for the area as determined by HUD with adjustments for smaller or larger families, except that HUD may establish income limits higher or lower than 80% for areas with unusually high or low incomes.
- *Manufactured home.* A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS. A special housing type: see §982.620 and §982.621.
- *Manufactured home space*. In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space. See §982.622 to §982.624.
- *Medical expenses*. Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance. (A deduction for elderly or disabled families only.) These allowances are given when calculating adjusted income for medical expenses in excess of 3% of annual income.
- Merger Date. October 1, 1999.
- *Minor*. A member of the family household other than the family head or spouse, who is under 18 years of age.
- *Mixed family.* A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.
- Monthly adjusted income. One twelfth of adjusted income.

Monthly income. One twelfth of annual income.

Mutual housing. Included in the definition of "cooperative."

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

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

Net family assets. (1) Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

- In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under §5.609.
- In determining net family assets, PHAs or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Noncitizen. A person who is neither a citizen nor national of the United States.

Notice of Funding Availability (NOFA). For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance and the criteria for awarding the funding.

Office of General Counsel (OGC). The General Counsel of HUD.

Owner. Any person or entity with the legal right to lease or sublease a unit to a participant.

PHA Plan. The annual plan and the 5-year plan as adopted by the PHA and approved by HUD.

PHA's quality control sample. An annual sample of files or records drawn in an unbiased manner and reviewed by a PHA supervisor (or by another qualified person other than the person who performed the original work) to determine if the work documented in the files or records conforms to program requirements. For minimum sample size see CFR 985.3.

Participant (participant family). A family that has been admitted to the PHA 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.** The maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family).
- Persons With Disabilities. A person who has a disability as defined in 42 U.S.C. 423 or a developmental disability as defined in 42 U.S.C. 6001. Also includes a person who is determined, under HUD regulations, to have a physical or mental impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions. For purposes of reasonable accommodation and program accessibility for persons with disabilities, means and "individual with handicaps" as defined in 24 CFR 8.3. Definition does not exclude persons who have AIDS or conditions arising from AIDS, but does not include a person whose disability is based solely on drug or alcohol dependence (for low-income housing eligibility purposes). See "Individual with handicaps"
- **Portability.** Renting a dwelling unit with Section 8 housing choice voucher outside the jurisdiction of the initial PHA.
- **Premises.** The building or complex in which the dwelling unit is located, including common areas and grounds.
- **Private space.** In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.
- *Processing entity.* The person or entity that, under any of the programs covered, is responsible for making eligibility and related determinations and any income reexamination. In the Section 8 program, the "processing entity" is the "responsible entity."
- *Project owner.* The person or entity that owns the housing project containing the assisted dwelling unit.
- **Public Assistance.** Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.
- **Public Housing Agency (PHA).** Any State, county, municipality, or other governmental entity or public body, or agency or instrumentality of these entities, that is authorized to engage or assist in the development or operation of low-income housing under the 1937 Act.
- **Reasonable rent.** A rent to owner that is not more than rent charged: (1) For comparable units in the private unassisted market; and (2) For comparable unassisted units in the premises.
- **Receiving PHA.** In portability: A PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher and provides program assistance to the family.
- **Recertification.** Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported.
- **Remaining Member of Tenant Family.** Person left in assisted housing who may or may not normally qualify for assistance on own circumstances (i.e., an elderly spouse dies, leaving widow age 47 who is not disabled).

- **Rent to owner.** The total monthly rent payable to the owner under the lease for the unit (also known as contract rent). Rent to owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.
- **Residency Preference.** A 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.
- **Responsible entity**. For the public housing and the Section 8 tenant-based assistance, project-based certificate assistance, and moderate rehabilitation programs, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.
- Secretary. The Secretary of Housing and Urban Development.
- Section 8. Section 8 of the United States Housing Act of 1937.
- Section 8 covered programs. All HUD programs which assist housing under Section 8 of the 1937 Act, including Section 8 assisted housing for which loans are made under section 202 of the Housing Act of 1959.
- Section 214. Section 214 of the Housing and Community Development Act of 1980, as amended
- *Section 214 covered programs* is the collective term for the HUD programs to which the restrictions imposed by Section 214 apply. These programs are set forth in §5.500.
- *Security Deposit.* A dollar amount (maximum set according to the regulations) which can be used for unpaid rent or damages to the owner upon termination of the lease.
- *Set-up charges.* In a manufactured home space rental: Charges payable by the family for assembling, skirting and anchoring the manufactured home.
- Shared housing. A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family. A special housing type: see §982.615 to §982.618.
- *Single Person.* A person living alone or intending to live alone.
- *Single room occupancy housing (SRO)*. A unit that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities. A special housing type: see §982.602 to §982.605.
- Social Security Number (SSN). The nine-digit number that is assigned to a person by the Social Security Administration and that identifies the record of the person's earnings reported to the Social Security Administration. The term does not include a number with a letter as a suffix that is used to identify an auxiliary beneficiary.
- *Special admission.* Admission of an applicant that is not on the PHA waiting list or without considering the applicant's waiting list position.

- *Special housing types.* See subpart M of part 982. Subpart M states the special regulatory requirements for: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).
- Specified Welfare Benefit Reduction. Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
- *Spouse.* The marriage partner of the head of household.
- Stalking. To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.
- State Wage Information Collection Agency (SWICA). The state agency, including any Indian tribal agency, receiving quarterly wage reports from employers in the state, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.
- *Subsidy standards*. Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.
- Suspension. Stopping the clock on the term of a family's voucher after the family submits a request for approval of the tenancy. If the PHA decides to allow extensions or suspensions of the voucher term, the PHA administrative plan must describe how the PHA determines whether to grant extensions or suspensions, and how the PHA determines the length of any extension or suspension. This practice is also called "tolling".
- *Tenancy Addendum.* For the Housing Choice Voucher Program, the lease language required by HUD in the lease between the tenant and the owner.
- **Tenant.** The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.
- Tenant rent to owner. See "Family rent to owner".
- *Term of Lease.* The amount of time a tenant agrees in writing to live in a dwelling unit.
- **Total Tenant Payment (TTP).** The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.
- *Unit.* Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from zero (0) bedrooms to six (6) bedrooms.

- *Utility allowance.* If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.
- *Utility reimbursement.* In the voucher program, the portion of the housing assistance payment which exceeds the amount of rent to owner.
- *Utility hook-up charge*. In a manufactured home space rental: Costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.
- Vacancy Loss Payments. (Applies only to pre-10/2/95 HAP Contracts in the Rental Certificate Program). When a family vacates its unit in violation of its lease, the owner is eligible for 80% of the contract rent for a vacancy period of up to one additional month, (beyond the month in which the vacancy occurred) if s/he notifies the PHA as soon as s/he learns of the vacancy, makes an effort to advertise the unit, and does not reject any eligible applicant except for good cause.
- Very Low Income Family. A low-income family whose annual income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the housing choice voucher program.
- *Violent criminal activity.* Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.
- *Voucher* (*Housing Choice Voucher*). A document issued by a PHA to a family selected for admission to the housing choice voucher program. This document describes the program and the procedures for PHA approval of a unit selected by the family. The voucher also states obligations of the family under the program.

Voucher holder. A family holding a voucher with an unexpired term (search time).

Voucher program. The housing choice voucher program.

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

- Welfare assistance. Income assistance from Federal or State welfare programs, including assistance provided under TANF and general assistance. Does not include assistance directed solely to meeting housing expenses, nor programs that provide health care, child care or other services for working families. FOR THE FSS PROGRAM (984.103(b)), "welfare assistance" includes only cash maintenance payments from Federal or State programs designed to meet a family's ongoing basic needs, but does not include food stamps, emergency rental and utilities assistance, SSI, SSDI, or Social Security.
- Welfare-to-work (WTW) family. A family assisted by a PHA with Voucher funding awarded to the PHA under the HUD welfare-to-work voucher program (including any renewal of such WTW funding for the same purpose).

ADMINISTRATIVE PLAN FOR THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

Approved by the HA Board of Commissioners: 09/06/07

Submitted to HUD: 09/06/07

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ATTACHMENT A

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

FOR THE

PUBLIC HOUSING PROGRAM

May 1, 2005

Revis	on Date
February 1, 2006	
October 1, 2006	
February 29, 2008	
April 1, 2008	

Approved by the PHA Board of Commissioners: Submitted to HUD:

May 1, 2008 May 1, 2008

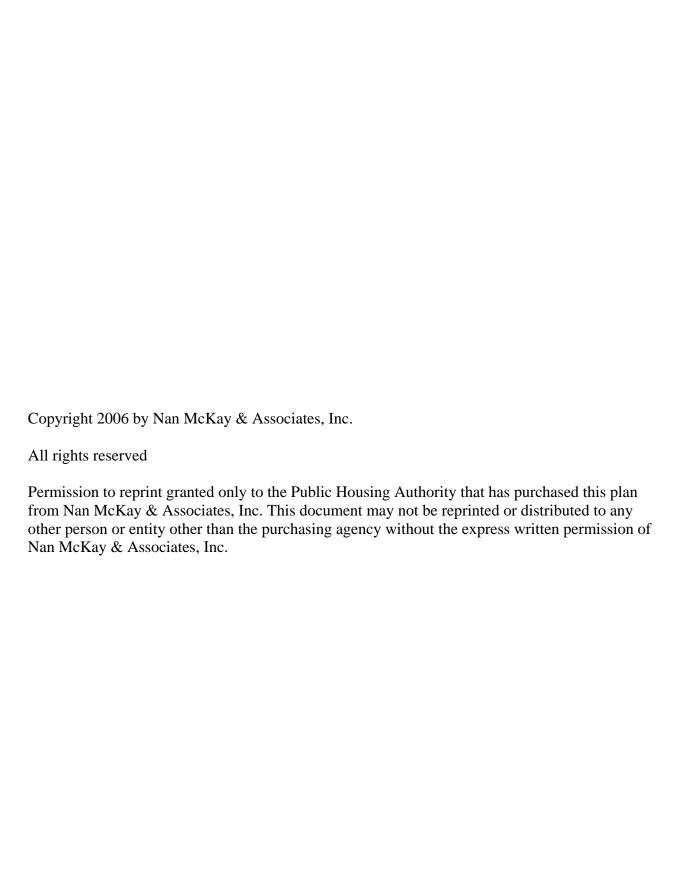


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Introduction

ABOUT THE MODEL ACOP

HOW TO USE THE MODEL ACOP

The model ACOP includes recommended language for each area in which the PHA has discretion or flexibility to adopt its own policies. To make the editing process easier, the model ACOP contains only **one version** of each policy – generally HUD's safe harbor policy or the policy that seems to be common to most PHAs. *This means that if the model policy language works for your PHA*, **no cutting and pasting is required**.

HUD regulations and other requirements are described in detail in the model ACOP with appropriate citations. They are also summarized in the policy guide as needed to assist in making decisions.

The Policy Guide and Instructions

The policy guide is a decision-making tool for PHA policy makers. You can use the guide as a checklist for evaluating your compliance with HUD requirements and for making decisions about local policies. PHA decision points are identified throughout this document with this symbol:



The policy guide provides recommended language and policy options and explains why the recommended language is used in the model ACOP.

• If you decide to adopt an alternative policy, you may edit or delete the NMA-provided language in the model ACOP, cut and paste another option from the policy guide, or develop and type in your own wording.

Before starting work on the revision, print out the Acrobat PDF files of the model ACOP pages and policy guide for each chapter. Read through the model policy and review the decision points in the policy guide to determine if you want to make any changes to the model ACOP. After you have edited the model ACOP, print out the revised chapter to update your hard copy and, and edit the table of contents (TOC) file if necessary to update the TOC for your ACOP.

Working with the Computer Files

On your hard drive or network drive, set up a *subdirectory* (such as ACOPrev) for the ACOP revision in your ACOP or other directory in which you keep your documents. Copy the files for the policy document and the guide chapters from the CD-ROM into that directory and use them as your working files. Store your CD-ROM in a safe place.

ABOUT THE MODEL ACOP AND THE PUBLIC HOUSING LEASE

PHA policy must be consistent with the public housing lease and any policy documents provided to tenants, and the lease and policy documents must comply with federal and state law.

The model ACOP contains policies that reflect the terms of your public housing lease. Policies on a particular topic may be included in the public housing lease, or may be a separate document incorporated in the lease by reference, such as a pet policy or transfer policy.

Because of variations in state and local landlord-tenant law, and because HUD affords PHAs wide discretion in some areas, a broad range of policies could be acceptable. Only a few of these compliant policies can be listed in the model ACOP.

If you are assured that your current Board-approved public housing lease or separate policy document is up-to-date and is compliant with HUD requirements and with federal, state, and local laws, then it is neither necessary nor advisable to revise the terms of your lease or policy document to match default policies in the model ACOP. Instead, you should edit the model ACOP to match the terms of your existing public housing lease.

REFERENCES CITED IN THE MODEL ACOP

Authority for PHA policies is derived from many sources. Primary among these sources are regulations and guidance issued by HUD. State law also directs PHA policy. State law must be followed where such law exists and does not conflict with federal regulations. In the absence of legal requirements or HUD guidance, industry practice may lead to PHA policy. Finally, the public housing lease will affect PHA policy and therefore must be consistent with federal and state laws and regulations.

HUD

HUD provides the primary source of PHA policy through federal regulations, HUD Notices and handbooks. Compliance with federal regulations, current HUD Notices and HUD handbooks is mandatory.

HUD provides nonmandatory guidance to PHAs through HUD published guidebooks. Expired HUD Notices and handbooks also provide guidance for PHA policy. Following HUD guidance is optional, as long as PHA policies comply with federal law, federal regulations and mandatory policy. Because HUD has already determined that the guidance it provides is consistent with mandatory policies, PHA reliance on HUD guidance provides the PHA with a "safe harbor."

Content contained on the HUD website can provide further clarification of HUD policies. For example, FAQs on the HUD website can provide direction on the application of federal regulations to a specific pattern.

State Law

Where there is no mandatory federal guidance, PHAs must comply with state law, if it exists. Where state law is more restrictive than federal law, but does not conflict with it, the PHA should follow the state law.

Industry Practice

Where no law or HUD authority exists on a particular subject, industry practice may support PHA policy. An industry practice is a way of doing things that is followed by most housing authorities.

RESOURCES CITED IN THE MODEL ACOP

The model ACOP cites several documents. Where a document or resource is cited frequently, it may be abbreviated. Where it is cited only once or twice, the model ACOP may contain the entire name of the document or resource. Following is a key to abbreviations used for various sources that are frequently cited in the ACOP, and a list of references and document locations that are referenced in the model ACOP or that may be helpful to you.

Abbreviations

Throughout the model ACOP, abbreviations are used to designate certain documents in citations. The following is a table of abbreviations of documents cited by the model ACOP.

Abbreviation	Document
CFR	Code of Federal Regulations
HCV GB	Housing Choice Voucher Program Guidebook (7420.10G), April 2001.
HUD-50058 IB	HUD-50058 Instruction Booklet
PH OCC GB	Public Housing Occupancy Guidebook, June 2003.
RHIIP FAQs	Rental Housing Integrity Improvement Program (RHIIP) Frequently Asked Questions.
VG	PIH Notice 2004-01 Verification Guidance, March 9, 2004.

Resources and Where to Find Them

Following is a list of resources helpful to the PHA or referenced in the model ACOP, and the online location of each.

Document and Location

Code of Federal Regulations

www.access.gpo.gov/nara/cfr/index.html

Earned Income Disregard FAQ

www.hud.gov/offices/pih/phr/about/ao faq eid.cfm

Enterprise Income Verification (EIV) System PHA Security Procedures, Version 1.2, issued January 2005 http://www.hud.gov/offices/pih/programs/ph/rhiip/docs/eivsecguidepha.pdf

Executive Order 11063

http://www.hud.gov/offices/fheo/FHLaws/EXO11063.cfm

Federal Register

http://www.access.gpo.gov/su_docs/aces/fr-cont.html

General Income and Rent Determination FAQ

www.hud.gov/offices/pih/programs/ph/rhiip/faq gird.cfm

Housing Choice Voucher Program Guidebook (7420.10G), April 2001.

www.hud.gov/offices/pih/programs/hcv/forms/guidebook.cfm

HUD Guidelines for Projecting Annual Income When Upfront Income Verification (UIV) Data is Available http://www.hud.gov/offices/pih/programs/ph/rhiip/docs/guideprojincome.doc

HUD-50058 Instruction Booklet

http://www.hud.gov/offices/pih/systems/pic/50058/pubs/ib/form50058ib.pdf

Joint Statement of the Department of Housing and Urban Development and the Department of Justice, issued May 17, 2004

http://www.hud.gov/offices/fheo/library/huddojstatement.pdf

Notice of Guidance to Federal Assistance Recipients Regarding Title VI Prohibition Affecting Limited English Proficient Persons, published December 19, 2003 http://www.hudclips.org/sub_nonhud/cgi/pdf/31267.pdf

OMB Circular A-133

http://www.whitehouse.gov/omb/circulars/a133/a133.html

PIH Notice 2002-01 (HA), Accessibility Notice

http://www.hud.gov/offices/pih/publications/notices/02/pih2002-1.pdf

PIH Notice 2004-01 Verification Guidance, March 9, 2004.

www.hud.gov/offices/pih/publications/notices/04/pih2004-1.pdf

PIH Notice 2005-7 (HA), Rental Integrity Monitoring (RIM) Disallowed Costs and Sanctions Under the Rental Housing Integrity Improvement Project (RHIIP) Initiative

http://www.hud.gov/offices/pih/publications/notices/05/pih2005-7.pdf

Public Housing Occupancy Guidebook, June 2003.

www.hud.gov/offices/pih/programs/ph/rhiip/phguidebook.cfm

Rental Housing Integrity Improvement Program (RHIIP) Frequently Asked Questions. www.hud.gov/offices/pih/programs/ph/rhiip/faq.cfm

Verification FAQ

www.hud.gov/offices/pih/programs/ph/rhiip/faq_verif.cfm

The HUD website is http://www.hud.gov/index.html.

Guidebooks, handbooks and other HUD published and federal resources may be found at the HUDClips website: www.hudclips.org.

Chapter 1

OVERVIEW OF THE PROGRAM AND PLAN

INTRODUCTION

The PHA receives its operating subsidy for the public housing program from the Department of Housing and Urban Development. The PHA is not a federal department or agency. A public housing agency (PHA) is a governmental or public body, created and authorized by state law to develop and operate housing and housing programs for low-income families. The PHA enters into an Annual Contributions Contract with HUD to administer the public housing program. The PHA must ensure compliance with federal laws, regulations and notices and must establish policy and procedures to clarify federal requirements and to ensure consistency in program operation.

This chapter contains information about the PHA and its programs with emphasis on the public housing program. It also contains information about the purpose, intent and use of the plan and guide.

There are three parts to this chapter:

<u>Part I: The Public Housing Agency (PHA)</u>. This part includes a description of the PHA, its jurisdiction, its programs, and its mission and intent.

<u>Part II: The Public Housing Program</u>. This part contains information about public housing operation, roles and responsibilities, and partnerships.

<u>Part III: The Admissions and Continued Occupancy (ACOP)</u>. This part discusses the purpose and organization of the plan and its revision requirements.

PART I: THE PHA

1-I.A. OVERVIEW

This part describes the PHA's creation and authorization, the general structure of the organization, and the relationship between the PHA Board and staff.

1-I.B. ORGANIZATION AND STRUCTURE OF THE PHA

Public housing is funded by the federal government and administered by the **San Antonio Housing Authority** for the jurisdiction of **City of San Antonio.**

The officials of a PHA are known as commissioners or, collectively, as the board of commissioners. Commissioners are appointed in accordance with state housing law and generally serve in the same capacity as the directors of a corporation, establishing policies under which the PHA conducts business, ensuring that policies are followed by PHA staff and ensuring that the PHA is successful in its mission. The board is responsible for preserving and expanding the agency's resources and assuring the agency's continued viability.

Formal actions of the PHA are taken through written resolutions, adopted by the board of commissioners and entered into the official records of the PHA.

The principal staff member of the PHA is the President and CEO, hired and appointed by the board of commissioners. The President and CEO is directly responsible for carrying out the policies established by the commissioners and is delegated the responsibility for hiring, training and supervising the remainder of the PHA's staff in order to manage the day-to-day operations of the PHA to ensure compliance with federal and state laws and directives for the programs managed. In addition, the executive director's duties include budgeting and financial planning for the agency.

1-I.C. PHA MISSION

The purpose of a mission statement is to communicate the purpose of the agency to people inside and outside of the agency. It provides the basis for strategy development, identification of critical success factors, resource allocation decisions, as well as ensuring client and stakeholder satisfaction.

PHA Policy

The San Antonio Housing Authority is committed to building and maintaining affordable housing for the citizens in our community. We seek to create safe neighborhoods by partnering with individuals and organizations to provide housing, education, and employment opportunities for families of modest means to become self-sufficient and improve their quality of life. We shall serve our clients and all citizens with the highest level of professionalism compassion and respect.

1-I.D. THE PHA'S COMMITMENT TO ETHICS AND SERVICE

As a public service agency, the PHA is committed to providing excellent service to all public housing applicants, residents, and the public. In order to provide superior service, the PHA resolves to:

- Administer applicable federal and state laws and regulations to achieve high ratings in compliance measurement
 indicators while maintaining efficiency in program operation to ensure fair and consistent treatment of clients
 served.
- Provide decent, safe, and sanitary housing in good repair in compliance with program uniform physical condition standards for very low- and low-income families.
- Achieve a healthy mix of incomes in its public housing developments by attracting and retaining higher income families and by working toward deconcentration of poverty goals.
- Encourage self-sufficiency of participant families and assist in the expansion of family opportunities which address educational, socio-economic, recreational and other human services needs.
- Promote fair housing and the opportunity for very low- and low-income families of all races, ethnicities, national origins, religions, ethnic backgrounds, and with all types of disabilities, to participate in the public housing program and its services.
- Create positive public awareness and expand the level of family and community support in accomplishing the PHA's mission.
- Attain and maintain a high level of standards and professionalism in day-to-day management of all program components.
- Administer an efficient, high-performing agency through continuous improvement of the PHA's support systems and commitment to our employees and their development.

The PHA will make every effort to keep residents informed of program rules and regulations, and to advise participants of how the program rules affect them.

PART II: THE PUBLIC HOUSING PROGRAM

1-II.A. OVERVIEW AND HISTORY OF THE PROGRAM

The intent of this section is to provide the public and staff an overview of the history and operation of public housing.

The United States Housing Act of 1937 (the "Act") is responsible for the birth of federal housing program initiatives, known as public housing. The Act was intended to provide financial assistance to states and cities for public works projects, slum clearance and the development of affordable housing for low-income residents. There have been many changes to the program since its inception in 1937.

The Housing Act of 1965 established the availability of federal assistance, administered through local public agencies, to provide rehabilitation grants for home repairs and rehabilitation. This act also created the federal Department of Housing and Urban Development (HUD).

The Housing Act of 1969 created an operating subsidy for the public housing program for the first time. Until that time, public housing was a self-sustaining program.

In 1998, the Quality Housing and Work Responsibility Act (QHWRA) – also known as the Public Housing Reform Act or Housing Act of 1998 – was signed into law. Its purpose was to provide more private sector management guidelines to the public housing program and provide residents with greater choices. It also allowed PHAs more remedies to replace or revitalize severely distressed public housing developments. Highlights of the Reform Act include: the establishment of flat rents; the requirement for PHAs to develop five-year and annual plans; income targeting, a requirement that 40% of all new admissions in public housing during any given fiscal year be reserved for extremely low-income families; and resident self-sufficiency incentives.

1-II.B. PUBLIC HOUSING PROGRAM BASICS

HUD writes and publishes regulations in order to implement public housing laws enacted by Congress. HUD contracts with the PHA to administer programs in accordance with HUD regulations and provides an operating subsidy to the PHA. The PHA must create written policies that are consistent with HUD regulations. Among these policies is the PHA's Admissions and Continued Occupancy Policy (ACOP). The ACOP must be approved by the board of commissioners of the PHA.

The job of the PHA pursuant to HUD regulations is to provide decent, safe, and sanitary housing, in good repair, to low-income families at an affordable rent. The PHA screens applicants for public housing and, if they are found eligible and accepted, the PHA offers the applicant a unit. If the applicant accepts the offer, the PHA will enter into a contract with the applicant known as the lease. At this point, the applicant becomes a tenant of the public housing program.

In the context of the public housing program, a tenant is defined as the adult person(s) (other than a live-in aide who (1) executed the lease with the PHA as lessee of the dwelling unit, or, if no such person now resides in the unit, (2) who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit. [24 CFR 966.53]. The Public Housing Occupancy Guidebook refers to tenants as "residents." The terms "tenant" and "resident" are used interchangeably in this policy. Additionally, this policy uses the term "family" or "families" for residents or applicants, depending on context.

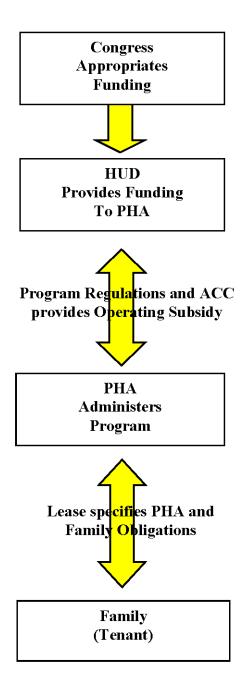
Since the PHA owns the public housing development, the PHA is the landlord. The PHA must comply with all of the legal and management responsibilities of a landlord in addition to administering the program in accordance with HUD regulations and PHA policy.

1-II.C. PUBLIC HOUSING PARTNERSHIPS

Relationships between the important parties are defined by federal regulations and by contract. To administer the public housing program, the PHA enters into a contractual relationship with HUD through the ACC. The PHA also enters into a contractual relationship with the tenant through the public housing lease. These contracts outline the roles and responsibilities of each party.

Federal regulations further identify the important roles of the parties involved. For the program to work and be successful, all parties involved – HUD, the PHA, and the tenant – must play their important parts.

The chart on the following page illustrates key aspects of these relationships.



What does HUD do?

Federal law is the source of HUD responsibilities. HUD has the following major responsibilities:

- Develop regulations, requirements, handbooks, notices and other guidance to implement housing legislation passed by Congress
- Allocate operating subsidies to PHAs
- Allocate capital funding to PHAs
- Provide technical assistance to PHAs on interpreting and applying program requirements
- Monitor PHA compliance with program requirements and PHA performance in program administration.

What does the PHA do?

The PHA's responsibilities originate in federal regulations and the ACC. The PHA owns and manages public housing developments, administers the program under contract with HUD and has the following major responsibilities:

- Establish local policies
- Review applications from interested applicant families to determine whether applicants are eligible for the program
- Maintain waiting list and select families for admission
- Maintain housing units by making any necessary repairs in a timely manner
- Screen families who apply for tenancy, to determine if they will be good renters
- Offer units to families (minimize vacancies without overcrowding)
- Maintain properties to the standard of decent, safe, sanitary, and in good repair (including assuring compliance with uniform physical conditions standards)
- Make sure the PHA has adequate financial resources to maintain its housing stock
- Ensure that families continue to qualify under the program
- Collect rent due from the assisted family and comply with and enforce provisions of the lease
- Ensure that families comply with program rules
- Provide families with prompt and professional service
- Comply with all fair housing and equal opportunity requirements, HUD regulations and requirements, the Annual Contributions Contract, HUD-approved applications for funding, the PHA's ACOP, and other applicable federal, state and local laws.

What does the Tenant do?

The tenant's responsibilities are articulated in the public housing lease. The tenant has the following broad responsibilities:

- Comply with the terms of the lease
- Provide the PHA with complete and accurate information, determined by the PHA to be necessary for administration of the program
- Cooperate in attending all appointments scheduled by the PHA
- Allow the PHA to inspect the unit at reasonable times and after reasonable notice
- Take responsibility for care of the housing unit, including any violations of uniform physical condition standards caused by the family
- Not engage in drug-related or violent criminal activity
- Notify the PHA before moving or termination of the lease
- Use the assisted unit only for residence and as the sole residence of the family. Not sublet the unit or assign the lease
- Promptly notify the PHA of any changes in family composition
- Not commit fraud, bribery, or any other corrupt or criminal act in connection with any housing programs.

If all parties fulfill their obligations in a professional and timely manner, the program responsibilities will be fulfilled in an effective manner.

1-II.D. APPLICABLE REGULATIONS

Applicable regulations include:

- 24 CFR Part 5: General Program Requirements
- 24 CFR Part 8: Nondiscrimination
- 24 CFR Part 902: Public Housing Assessment System
- 24 CFR Part 903: Public Housing Agency Plans
- 24 CFR Part 945: Designated Housing
- 24 CFR Part 960: Admission and Occupancy Policies
- 24 CFR Part 965: PHA-Owned or Leased Projects General Provisions
- 24 CFR Part 966: Lease and Grievance Procedures

PART III: THE ADMISSIONS AND CONTINUED OCCUPANCY POLICIES

1-III.A. OVERVIEW AND PURPOSE OF THE POLICY

The ACOP is the PHA's written statement of policies used to carry out the housing program in accordance with federal law and regulations, and HUD requirements. The ACOP is required by HUD and it must be available for public review [CFR 24 Part 903]. The ACOP also contains policies that support the objectives contained in the PHA's Agency Plan.

All issues related to public housing not addressed in this ACOP are governed by federal regulations, HUD handbooks and guidebooks, notices and applicable state and local laws. The policies in this ACOP have been designed to ensure compliance with the consolidated ACC and all HUD-approved applications for program funding. The PHA is responsible for complying with all changes in HUD regulations pertaining to public housing. If such changes conflict with this plan, HUD regulations will have precedence.

1-III.B. CONTENTS OF THE POLICY

Unlike the housing choice voucher program, HUD regulations for public housing do not contain a list of what must be included in the ACOP. However, individual regulations contain requirements of inclusion in the PHA's written policy. At a minimum, the ACOP plan should cover PHA policies on these subjects:

- The organization of the waiting list and how families are selected and offered available units, including any PHA admission preferences, procedures for removing applicant names from the waiting list, and procedures for closing and reopening the PHA waiting list (Chapters 4 and 5)
- Transfer policies and the circumstances under which a transfer would take precedence over an admission (Chapter 12)
- Standards for determining eligibility, suitability for tenancy, and the size and type of the unit needed (Chapters 3 and 5)
- Procedures for verifying the information the family has provided (Chapter 7)
- The method for achieving deconcentration of poverty and income-mixing of public housing developments (Chapter 4)
- Grievance procedures (Chapter 14)
- Policies concerning payment by a family to the PHA of amounts the family owes the PHA (Chapter 15 and 16)
- Interim redeterminations of family income and composition (Chapter 9)
- Policies regarding community service requirements; (Chapter 11)
- Polices and rules about safety and ownership of pets in public housing (Chapter 10).

New Approach to Policy Development

HUD has developed an approach to monitoring policy that emphasizes the importance of consistency. The ACOP supports that goal by clearly defining PHA policy for PHA management and staff.

A primary focus of programs like HUD's Rental Integrity Monitoring (RIM) program has been consistency in how PHAs conduct their business and in how HUD monitors PHA activities. HUD has made it clear that consistency in PHA conduct is important. Referring to and following the ACOP is essential to maintaining consistency in applying PHA policy.

HUD makes a distinction between:

- Mandatory policies: those driven by legislation, regulations, current handbooks, notices, and legal opinions, and
- Optional, non-binding guidance, including guidebooks, notices that have expired and recommendations from individual HUD staff.

HUD expects PHAs to develop policies and procedures that are consistent with mandatory policies and to make clear the optional policies the PHA has adopted. The PHA's Admissions and Continued Occupancy Policy is the document that contains and clarifies PHA policy. HUD's new direction adds additional emphasis to the need for a clearly written and comprehensive ACOP to guide staff in the clear and consistent application of policy.

HUD has already determined that the recommendations and suggestions it makes are consistent with mandatory policies. Therefore, following HUD guidance in the preparation of PHA policy, even though it is not mandatory, provides a PHA with a "safe harbor." If a PHA adopts its own optional policy, it must make its own determination that such policy is consistent with legislation, regulations, and other mandatory requirements. There may be very good reasons for adopting a policy or procedure that is different than that suggested by HUD, but PHAs should carefully think through those decisions and be able to articulate how their policy is consistent with federal laws, regulations and mandatory policy.

1-III.C. UPDATING AND REVISING THE POLICY

The PHA will revise this ACOP as needed to comply with changes in HUD regulations. The original policy and any changes must be approved by the board of commissioners of the PHA, the pertinent sections included in the Agency Plan, and a copy provided to HUD.

PHA Policy

The PHA will review and update the ACOP at least once a year, and more often if needed, to reflect changes in regulations, PHA operations, or when needed to ensure staff consistency in operation.

Chapter 2

FAIR HOUSING AND EQUAL OPPORTUNITY

INTRODUCTION

This chapter explains the laws and HUD regulations requiring PHAs to affirmatively further civil rights and fair housing in all federally-assisted housing programs. The letter and spirit of these laws are implemented through consistent policy and processes. The responsibility to further nondiscrimination pertains to all areas of the PHA's public housing operations.

This chapter describes HUD regulations and PHA policies related to these topics in three parts:

<u>Part I: Nondiscrimination</u>. This part presents the body of laws and regulations governing the responsibilities of the PHA regarding nondiscrimination.

Part II: Policies Related to Persons with Disabilities. This part discusses the rules and policies of the public housing program related to reasonable accommodation for persons with disabilities. These rules and policies are based on the Fair Housing Act (42.U.S.C.) and Section 504 of the Rehabilitation Act of 1973, and incorporate guidance from the Joint Statement of The Department of Housing and Urban Development and the Department of Justice (DOJ), issued May 17, 2004.

Part III: Prohibition of Discrimination Against Limited English Proficiency Persons. This part details the obligations of the PHA to ensure meaningful access to the public housing program and its activities by persons with limited English proficiency (LEP). This part incorporates HUD's Notice of Guidance to Federal Assistance Recipients Regarding Title VI Prohibition Affecting Limited English Proficient Persons, published December 19, 2003 in the *Federal* Register ("Notice of Guidance").

PART I: NONDISCRIMINATION

2-I.A. OVERVIEW

Federal laws require PHAs to treat all applicants and tenant families equally, providing the same quality of service, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. The PHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- Any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted

When more than one civil rights law applies to a situation, the laws will be read and applied together.

PHA Policy

No state or local nondiscrimination laws or ordinances apply.

2-I.B. NONDISCRIMINATION

Federal regulations prohibit discrimination against certain protected classes. State and local requirements, as well as PHA policies, can prohibit discrimination against additional classes of people.

The PHA shall not discriminate because of race, color, sex, religion, familial status, age, disability or national origin (called "protected classes").

Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18.

PHA Policy

The PHA will not discriminate on the basis of marital status or sexual orientation.

The PHA will not use any of these factors to:

- Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the public housing program
- Provide housing that is different from that provided to others
- Subject anyone to segregation or disparate treatment
- Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
- Treat a person differently in determining eligibility or other requirements for admission
- Steer an applicant or tenant toward or away from a particular area based on any of these factors
- Deny anyone access to the same level of services
- Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program
- Discriminate in the provision of residential real estate transactions
- Discriminate against someone because they are related to or associated with a member of a protected class
- Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class

Providing Information to Families

The PHA must take steps to ensure that families are fully aware of all applicable civil rights laws. As part of the public housing orientation process, the PHA will provide information to public housing applicant families about civil rights requirements.

Discrimination Complaints

If an applicant or tenant family believes that any family member has been discriminated against by the PHA, the family should advise the PHA. HUD requires the PHA to make every reasonable attempt to determine whether the applicant's or tenant family's assertions have merit and take any warranted corrective action.

PHA Policy

Applicants or tenant families who believe that they have been subject to unlawful discrimination may notify the PHA either orally or in writing.

The PHA will attempt to remedy discrimination complaints made against the PHA.

The PHA will provide a copy of a discrimination complaint form to the complainant and provide them with information on how to complete and submit the form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

PART II: POLICIES RELATED TO PERSONS WITH DISABILITIES

2-II.A. OVERVIEW

One type of disability discrimination prohibited by the Fair Housing Act is the refusal to make reasonable accommodation in rules, policies, practices, or services when such accommodation may be necessary to afford a person with a disability the equal opportunity to use and enjoy a program or dwelling under the program.

The PHA must ensure that persons with disabilities have full access to the PHA's programs and services. This responsibility begins with the first inquiry of an interested family and continues through every programmatic area of the public housing program [24 CFR 8].

The PHA must provide a notice to each tenant that the tenant may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the tenant can meet lease requirements or other requirements of tenancy [24 CFR 966.7(b)].

PHA Policy

The PHA will ask all applicants and resident families if they require any type of accommodations, in writing, on the intake application, reexamination documents, and notices of adverse action by the PHA, by including the following language:

"If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact the housing authority."

A specific name and phone number will be indicated as the contact for requests for accommodation for persons with disabilities.

2-II.B. DEFINITION OF REASONABLE ACCOMMODATION

A "reasonable accommodation" is a change, exception, or adjustment to a rule, policy, practice or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces. Since rules, policies practices and services may have a different effect on persons with disabilities than on other persons, treating persons with disabilities exactly the same as others will sometimes deny them an equal opportunity to use and enjoy a dwelling [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act .

Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an "undue financial and administrative burden" for the PHA, or result in a "fundamental alteration" in the nature of the program or service offered. A fundamental alteration is a modification that alters the essential nature of a provider's operations.

Types of Reasonable Accommodations

When it is reasonable (see definition above and Section 2-II.E), the PHA shall accommodate the needs of a person with disabilities. Examples include but are not limited to:

- Permitting applications and reexaminations to be completed by mail
- Conducting home visits
- Permitting a higher utility allowance for the unit if a person with disabilities requires the use of specialized equipment related to the disability
- Modifying or altering a unit or physical system if such a modification or alteration is necessary to provide equal access to a person with a disability
- Installing a ramp into a dwelling or building
- Installing grab bars in a bathroom
- Installing visual fire alarms for hearing impaired persons
- Allowing a PHA-approved live-in aide to reside in the unit if that person is determined to be essential to the care of a person with disabilities, is not obligated for the support of the person with disabilities, and would not be otherwise living in the unit.
- Providing a designated handicapped-accessible parking space
- Allowing an assistance animal
- Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with PHA staff
- Displaying posters and other housing information in locations throughout the PHA's office in such a manner as to be easily readable from a wheelchair

2-II.C. REQUEST FOR AN ACCOMMODATION

If an applicant or participant indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, HUD requires that the PHA treat the information as a request for a reasonable accommodation, even if no formal request is made [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

The family must explain what type of accommodation is needed to provide the person with the disability full access to the PHA's programs and services.

If the need for the accommodation is not readily apparent or known to the PHA, the family must explain the relationship between the requested accommodation and the disability.

PHA Policy

The PHA will encourage the family to make its request in writing using a reasonable accommodation request form. However, the PHA will consider the accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted.

2-II.D. VERIFICATION OF DISABILITY

The regulatory civil rights definition for persons with disabilities is provided in Exhibit 2-1 at the end of this chapter. The definition of a person with a disability for the purpose of obtaining a reasonable accommodation is much broader than the HUD definition of disability which is used for waiting list preferences and income allowances.

Before providing an accommodation, the PHA must determine that the person meets the definition of a person with a disability, and that the accommodation will enhance the family's access to the PHA's programs and services.

If a person's disability is obvious or otherwise known to the PHA, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

If a family indicates that an accommodation is required for a disability that is not obvious or otherwise known to the PHA, the PHA must verify that the person meets the definition of a person with a disability, and that the limitations imposed by the disability require the requested accommodation.

When verifying a disability, the PHA will follow the verification policies provided in Chapter 7. All information related to a person's disability will be treated in accordance with the confidentiality policies provided in Chapter 16 (Program Administration). In addition to the general requirements that govern all verification efforts, the following requirements apply when verifying a disability:

- Third-party verification must be obtained from an individual identified by the family who is competent to make the determination. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may provide verification of a disability [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act]
- The PHA must request only information that is necessary to evaluate the disability-related need for the accommodation. The PHA may not inquire about the nature or extent of any disability.
- Medical records will not be accepted or retained in the participant file.

2-II.E. APPROVAL/DENIAL OF A REQUESTED ACCOMMODATION [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act]

The PHA must approve a request for an accommodation if the following three conditions are met.

- The request was made by or on behalf of a person with a disability.
- There is a disability-related need for the accommodation.
- The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on the PHA, or fundamentally alter the nature of the PHA's operations.

Requests for accommodations must be assessed on a case-by-case basis. The determination of undue financial and administrative burden must be made on a case-by-case basis involving various factors, such as the cost of the requested accommodation, the financial resources of the PHA at the time of the request, the benefits that the accommodation would provide to the family, and the availability of alternative accommodations that would effectively meet the family's disability-related needs.

Before making a determination whether to approve the request, the PHA may enter into discussion and negotiation with the family, request more information from the family, or may require the family to sign a consent form so that the PHA may verify the need for the requested accommodation.

PHA Policy

After a request for an accommodation is presented, the PHA will respond, in writing, within 10 business days.

If the PHA denies a request for an accommodation because there is no relationship, or nexus, found between the disability and the requested accommodation, the notice will inform the family of the right to appeal the PHA's decision through an informal hearing (if applicable) or the grievance process (see Chapter 14).

If the PHA denies a request for an accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature of the PHA's operations), the PHA will discuss with the family whether an alternative accommodation could effectively address the family's disability-related needs without a fundamental alteration to the public housing program and without imposing an undue financial and administrative burden.

If the PHA believes that the family has failed to identify a reasonable alternative accommodation after interactive discussion and negotiation, the PHA will notify the family, in writing, of its determination within 10 business days from the date of the most recent discussion or communication with the family. The notice will inform the family of the right to appeal the PHA's decision through an informal hearing (if applicable) or the grievance process (see Chapter 14).

2-II.F. PROGRAM ACCESSIBILITY FOR PERSONS WITH HEARING OR VISION IMPAIRMENTS

HUD regulations require the PHA to take reasonable steps to ensure that persons with disabilities related to hearing and vision have reasonable access to the PHA's programs and services [24 CFR 8.6].

At the initial point of contact with each applicant, the PHA shall inform all applicants of alternative forms of communication that can be used other than plain language paperwork.

PHA Policy

To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display / teletype) communication will be available.

To meet the needs of persons with vision impairments, large-print and audio versions of key program documents will be made available upon request. When visual aids are used in public meetings or presentations, or in meetings with PHA staff, one-on-one assistance will be provided upon request.

Additional examples of alternative forms of communication are sign language interpretation; having material explained orally by staff; or having a third party representative (a friend, relative or advocate, named by the applicant) to receive, interpret and explain housing materials and be present at all meetings.

2-II.G. PHYSICAL ACCESSIBILITY

The PHA must comply with a variety of regulations pertaining to physical accessibility, including the following.

- PIH 2002-01 (HA), Accessibility Notice
- Section 504 of the Rehabilitation Act of 1973
- The Americans with Disabilities Act of 1990
- The Architectural Barriers Act of 1968
- The Fair Housing Act of 1988

The PHA's policies concerning physical accessibility must be readily available to applicants and resident families. They can be found in three key documents.

- This policy, the Admissions and Continued Occupancy Policy, describes the key policies that govern the PHA's responsibilities with regard to physical accessibility.
- Notice PIH 2002-01(HA) Accessibility Notice (which must be posted in the public housing
 offices in a conspicuous place) summarizes information about pertinent laws and
 implementing regulations related to non-discrimination and accessibility in federally-funded
 housing programs.
- The PHA Plan provides information about self-evaluation, needs assessment, and transition plans.

The design, construction, or alteration of PHA facilities must conform to the Uniform Federal Accessibility Standards (UFAS). Newly-constructed facilities must be designed to be readily accessible to and usable by persons with disabilities. Alterations to existing facilities must be accessible to the maximum extent feasible, defined as not imposing an undue financial and administrative burden on the operations of the public housing program.

2-II.H. DENIAL OR TERMINATION OF ASSISTANCE

A PHA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation [24 CFR 966.7].

When applicants with disabilities are denied assistance, the notice of denial must inform them of their right to request an informal hearing [24 CFR 960.208(a)].

When a family's lease is terminated, the notice of termination must inform the family of their right to request a hearing in accordance with the PHA's grievance process [24 CFR 966.4(1)(3)(ii)].

When reviewing reasonable accommodation requests, the PHA must consider whether reasonable accommodation will allow the family to overcome the problem that led to the PHA's decision to deny or terminate assistance. If a reasonable accommodation will allow the family to meet the requirements, the PHA must make the accommodation [24 CFR 966.7].

In addition, the PHA must provide reasonable accommodation for persons with disabilities to participate in the hearing process [24 CFR 966.56(h)].

PART III: IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)

2-III.A. OVERVIEW

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the public housing program. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin. This part incorporates the Notice of Guidance to Federal Assistance Recipients Regarding Title VI Prohibition Affecting Limited English Proficient Persons, published December 19, 2003 in the *Federal Register*.

The PHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).

LEP persons are defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this Admissions and Continued Occupancy Policy, LEP persons are public housing applicants and resident families, and parents and family members of applicants and resident families.

In order to determine the level of access needed by LEP persons, the PHA will balance the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the public housing program; (2) the frequency with which LEP persons come into contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the resources available to the PHA and costs. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the PHA.

2-III.B. ORAL INTERPRETATION

In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, the PHA will generally offer, or ensure that the family is offered through other sources, competent interpretation services free of charge to the LEP person.

PHA Policy

The PHA will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. "Reasonable steps" may not be reasonable where the costs imposed substantially exceed the benefits.

Where feasible, the PHA will train and hire bilingual staff to be available to act as interpreters and translators, will pool resources with other PHAs, and will standardize documents. Where feasible and possible, the PHA will encourage the use of qualified community volunteers.

Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by the PHA. The interpreter may be a family member or friend.

2-III.C. WRITTEN TRANSLATION

Translation is the replacement of a written text from one language into an equivalent written text in another language.

PHA Policy

In order to comply with written-translation obligations, the PHA will take the following steps:

The PHA will provide written translations of vital documents for each eligible LEP language group that constitutes 5 percent or 1,000 persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally; or

If there are fewer than 50 persons in a language group that reaches the 5 percent trigger, the PHA may not translate vital written materials, but will provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

2-III.D. IMPLEMENTATION PLAN

After completing the four-factor analysis and deciding what language assistance services are appropriate, the PHA shall determine whether it is necessary to develop a written implementation plan to address the identified needs of the LEP populations it serves.

If the PHA determines that it is not necessary to develop a written implementation plan, the absence of a written plan does not obviate the underlying obligation to ensure meaningful access by LEP persons to the PHA's public housing program and services.

PHA Policy

If it is determined that the PHA serves very few LEP persons, and the PHA has very limited resources, the PHA will not develop a written LEP plan, but will consider alternative ways to articulate in a reasonable manner a plan for providing meaningful access. Entities having significant contact with LEP persons, such as schools, grassroots and faith-based organizations, community groups, and groups working with new immigrants will be contacted for input into the process.

If the PHA determines it is appropriate to develop a written LEP plan, the following five steps will be taken: (1) Identifying LEP individuals who need language assistance; (2) identifying language assistance measures; (3) training staff; (4) providing notice to LEP persons; and (5) monitoring and updating the LEP plan.

EXHIBIT 2-1: DEFINITION OF A PERSON WITH A DISABILITY UNDER FEDERAL CIVIL RIGHTS LAWS [24 CFR Parts 8.3 and 100.201]

A person with a disability, as defined under federal civil rights laws, is any person who:

- Has a physical or mental impairment that substantially limits one or more of the major life activities of an individual, or
- Has a record of such impairment, or
- Is regarded as having such impairment

The phrase "physical or mental impairment" includes:

- Any physiological disorder or condition, cosmetic or 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
- 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.

"Major life activities" includes, but is not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning, and/or working.

"Has a record of such impairment" means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major live activities.

"Is regarded as having an impairment" is defined as having a physical or mental impairment that does not substantially limit one or more major life activities but is treated by a public entity (such as the PHA) as constituting such a limitation; has none of the impairments defined in this section but is treated by a public entity as having such an impairment; or 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 that impairment.

The definition of a person with disabilities does not include:

- Current illegal drug users
- People whose alcohol use interferes with the rights of others
- Persons who objectively pose a direct threat or substantial risk of harm to others that cannot be controlled with a reasonable accommodation under the public housing program

The above definition of disability determines whether an applicant or participant is entitled to any of the protections of federal disability civil rights laws. Thus, a person who does not meet this definition of disability is not entitled to a reasonable accommodation under federal civil rights and fair housing laws and regulations.

The HUD definition of a person with a disability is much narrower than the civil rights definition of disability. The HUD definition of a person with a disability is used for purposes of receiving the disabled family preference, the \$400 elderly/disabled household deduction, the allowance for medical expenses, or the allowance for disability assistance expenses.

The definition of a person with a disability for purposes of granting a reasonable accommodation request is much broader than the HUD definition of disability. Many people will not qualify as a disabled person under the public housing program, yet an accommodation is needed to provide equal opportunity.

Chapter 3

ELIGIBILITY

INTRODUCTION

The PHA is responsible for ensuring that every individual and family admitted to the public housing program meets all program eligibility requirements. This includes any individual approved to join the family after the family has been admitted to the program. The family must provide any information needed by the PHA to confirm eligibility and determine the level of the family's assistance.

To be eligible for the public housing program:

- The applicant family must:
 - Qualify as a family as defined by HUD and the PHA.
 - Have income at or below HUD-specified income limits.
 - Qualify on the basis of citizenship or the eligible immigrant status of family members.
 - Provide social security number information for family members as required.
 - Consent to the PHA's collection and use of family information as provided for in PHA-provided consent forms.
- The PHA must determine that the current or past behavior of household members does not include activities that are prohibited by HUD or the PHA.

This chapter contains three parts:

<u>Part I: Definitions of Family and Household Members</u>. This part contains HUD and PHA definitions of family and household members and explains initial and ongoing eligibility issues related to these members. <u>Part II: Basic Eligibility Criteria</u>. This part discusses income eligibility, and rules regarding citizenship, social security numbers, and family consent.

<u>Part III: Denial of Admission</u>. This part covers factors related to an applicant's past or current conduct (e.g. criminal activity) that can cause the PHA to deny admission.

PART I: DEFINITIONS OF FAMILY AND HOUSEHOLD MEMBERS

3-I.A. OVERVIEW

Some eligibility criteria and program rules vary depending upon the composition of the family requesting assistance. In addition, some requirements apply to the family as a whole and others apply to individual persons who will live in the public housing unit. This part provides information that is needed to correctly identify family and household members, and to apply HUD's eligibility rules.

3-I.B. FAMILY AND HOUSEHOLD [24 CFR 5.403 and HUD-50058 IB, p. 13]

The terms *family* and *household* have different meanings in the public housing program.

Family

To be eligible for admission, an applicant must qualify as a family. A family may be a single person or a group of persons. *Family* as defined by HUD includes a family with a child or children, two or more elderly or disabled persons living together, one or more elderly or disabled persons living with one or more live-in aides, or a single person. The PHA has the discretion to determine if any other group of persons qualifies as a family.

PHA Policy

A family also includes two or more individuals who are not related by blood, marriage, adoption, or other operation of law, but who either can demonstrate that they have lived together previously or certify that each individual's income and other resources will be available to meet the needs of the family.

Each family must identify the individuals to be included in the family at the time of application, and must update this information if the family's composition changes.

Household

Household is a broader term that includes additional people who, with the PHA's permission, live in a public housing unit, such as live-in aides, foster children, and foster adults.

3-I.C. FAMILY BREAK-UP AND REMAINING MEMBER OF TENANT FAMILY

Family Break-up

PHA Policy

When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may make a new application with a new application date if the waiting list is open.

If a family breaks up into two otherwise eligible families while living in public housing, only one of the new families will continue to be assisted.

If a court determines the disposition of property between members of the applicant or resident family in a divorce or separation decree, the PHA will abide by the court's determination.

In the absence of a judicial decision or an agreement among the original family members, the PHA will determine which family retains their placement on the waiting list, or will continue in occupancy taking into consideration the following factors: (1) the interest of any minor children, including custody arrangements, (2) the interest of any ill, elderly, or disabled family members, (3) any possible risks to family members as a result of domestic violence or criminal activity, and (4) the recommendations of social service professionals.

Remaining Member of a Tenant Family [24 CFR 5.403]

The HUD definition of family includes the *remaining member of a tenant family*, which is a member of a resident family who remains in the unit when other members of the family have left the unit [PH Occ GB, p. 26]. Household members such as live-in aides, foster children, and foster adults do not qualify as remaining members of a family. If dependents are the only "remaining members of a tenant family" and there is no family member able to assume the responsibilities of the head of household, see Chapter 6, Section 6-I.B, for the policy on "Caretakers for a Child."

3-I.D. HEAD OF HOUSEHOLD [24 CFR 5.504(b)]

Head of household means the adult member of the family who is considered the head for purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a cohead or spouse.

PHA Policy

The family may designate any qualified family member as the head of household.

The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.

3-I.E. SPOUSE, COHEAD, AND OTHER ADULT

A family may have a spouse or cohead, but not both [HUD-50058 IB, p. 13]. *Spouse* means the marriage partner of the head of household.

PHA Policy

A *marriage partner* includes the partner in a "common law" marriage as defined in state law. The term "spouse" does not apply to friends, roommates, or significant others who are not marriage partners. A minor who is emancipated under state law may be designated as a spouse.

A *cohead* is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse. A family can have only one cohead.

PHA Policy

Minors who are emancipated under state law may be designated as a cohead. *Other adult* means a family member, other than the head, spouse, or cohead, who is 18 years of age or older. Foster adults and live-in aides are not considered other adults [HUD-50058 IB, p. 14].

3-I.F. DEPENDENT [24 CFR 5.603]

A *dependent* is a family member who is under 18 years of age <u>or</u> a person of any age who is a person with a disability or a full-time student, except that the following persons can never be dependents: the head of household, spouse, cohead, foster children/adults and live-in aides. Identifying each dependent in the family is important because each dependent qualifies the family for a deduction from annual income as described in Chapter 6. **Joint Custody of Dependents**

PHA Policy

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or resident family 50 percent or more of the time.

When more than one applicant or assisted family (regardless of program) are claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the PHA will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the child for income tax purposes.

3-I.G. FULL-TIME STUDENT [24 CFR 5.603]

A *full-time student* (FTS) is a person who is attending school or vocational training on a full-time basis. The time commitment or subject load that is needed to be full-time is defined by the educational institution. Identifying each FTS is important because (1) each family member that is an FTS, other than the head, spouse, or cohead, qualifies the family for a dependent deduction and (2) the income of such an FTS is treated differently from the income of other family members.

3-I.H. ELDERLY AND NEAR-ELDERLY PERSONS, AND ELDERLY FAMILY Elderly Persons

An *elderly person* is a person who is at least 62 years of age [24 CFR 5.100]. **Near-Elderly Persons**

A *near-elderly person* is a person who is at least 50 years of age but below the age of 62 [24 CFR 945.105].

Elderly Family

An *elderly family* is one in which the head, spouse, cohead, or sole member is an elderly person [24 CFR 5.403]. Identifying elderly families is important because these families qualify for special deductions from income as described in Chapter 6 and may qualify for a particular type of development as noted in Chapter 4.

3-I.I. PERSONS WITH DISABILITIES AND DISABLED FAMILY [24 CFR 5.403] Persons with Disabilities

Under the public housing program, special rules apply to persons with disabilities and to any family whose head, spouse, or cohead is a person with disabilities. The technical definitions of individual with handicaps and persons with disabilities are provided in Exhibit 3-1 at the end of this chapter. These definitions are used for a number of purposes including ensuring that persons with disabilities are not discriminated against based upon disability.

As discussed in Chapter 2, the PHA must make all aspects of the public housing program accessible to persons with disabilities and consider reasonable accommodations requested based upon a person's disability.

Disabled Family

A *disabled family* is one in which the head, spouse, or cohead is a person with disabilities. Identifying disabled families is important because these families qualify for special deductions from income as described in Chapter 6 and may qualify for a particular type of development as noted in Chapter 4.

Even though persons with drug or alcohol dependencies are considered persons with disabilities for the purpose of non-discrimination, this does not prevent the PHA from denying admission for reasons related to alcohol and drug abuse following policies found in Part III of this chapter, or from enforcing the lease following the policies in Chapter 13.

3-I.J. GUESTS [24 CFR 5.100]

A *guest* is defined as 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 lease must provide that the tenant has the right to exclusive use and occupancy of the leased unit by the members of the household authorized to reside in the unit in accordance with the lease, including reasonable accommodation of their guests [24 CFR 966.4(d)]. The head of household is responsible for the conduct of visitors and guests, inside the unit as well as anywhere on or near PHA premises [24 CFR 966.4(f)].

PHA Policy

A resident family must notify the PHA when overnight guests will be staying in the unit for more than 7 days. A guest can remain in the unit no longer than 7 consecutive days or a total of 14 cumulative calendar days during any 12-month period.

A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure expected to last 20 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the public housing unit more than 50 percent of the time, are not subject to the time limitations of guests as described above.

Former residents who have been evicted are not permitted as overnight guests.

Guests who represent the unit address as their residence address for receipt of benefits or other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit or the unit address for personal purposes will be considered unauthorized occupants, and their presence constitutes violation of the lease.

3-I.K. FOSTER CHILDREN AND FOSTER ADULTS

Foster adults are usually persons with disabilities, unrelated to the tenant family, who are unable to live alone [24 CFR 5.609(c)(2)].

The term *foster child* is not specifically defined by the regulations.

Foster children and foster adults that are living with an applicant or resident family are considered household members but not family members. The income of foster children/adults is not counted in family annual income and foster children/adults do not qualify for a dependent deduction [24 CFR 5.603 and HUD-50058 IB, pp. 13-14].

PHA Policy

A foster child is a child that is in the legal guardianship or custody of a state, county, or private adoption or foster care agency, yet is cared for by foster parents in their own homes, under some kind of short-term or long-term foster care arrangement with the custodial agency.

Children that are temporarily absent from the home as a result of placement in foster care are discussed in Section 3-I.L.

3-I.L. ABSENT FAMILY MEMBERS

Individuals may be absent from the family, either temporarily or permanently, for a variety of reasons including educational activities, placement in foster care, employment, and illness.

Definitions of Temporarily and Permanently Absent

PHA Policy

Generally an individual who is or is expected to be absent from the public housing unit for 90 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally an individual who is or is expected to be absent from the public housing unit for more than 90 consecutive days is considered permanently absent and no longer a family member. Upon determination by the PHA that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of unit size. Exceptions to this general policy are discussed below.

Absent Students

PHA Policy

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to the PHA indicating that the student has established a separate household or the family declares that the student has established a separate household.

Absences Due to Placement in Foster Care [24 CFR 5.403]

Children temporarily absent from the home as a result of placement in foster care are considered members of the family.

PHA Policy

If a child has been placed in foster care, the PHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

Absent Head, Spouse, or Cohead

PHA Policy

An employed head, spouse, or cohead absent from the unit more than 90 consecutive days due to employment will continue to be considered a family member.

Individuals Confined for Medical Reasons

PHA Policy

An individual confined to a nursing home or hospital on a permanent basis is not considered a family member.

If there is a question about the status of a family member, the PHA will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

Return of Permanently Absent Family Members

PHA Policy

The family must request PHA approval for the return of any adult family members that the PHA has determined to be permanently absent. The individual is subject to the eligibility and screening requirements discussed elsewhere in this chapter.

3-I.M. LIVE-IN AIDE

Live-in aide means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who: (1) is determined to be essential to the care and well-being of the persons, (2) is not obligated for the support of the persons, and (3) would not be living in the unit except to provide the necessary supportive services [24 CFR 5.403].

The PHA must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR 8, to make the program accessible to and usable by a family member with disabilities.

A live-in aide is a member of the household, not the family, and the income of the aide is not considered in income calculations [24 CFR 5.609(c)(5)]. Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. However, a relative who serves as a live-in aide is not considered a family member and would not be considered a remaining member of a tenant family.

PHA Policy

A family's request for a live-in aide must be made in writing. Written verification will be required from a reliable, knowledgeable professional of the family's choosing, such as a doctor, social worker, or case worker, that the live-in aide is essential for the care and well-being of the elderly, near-elderly, or disabled family member.

In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is (1) not obligated for the support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services.

The PHA will not approve a particular person as a live-in aide, and may withdraw such approval if [24 CFR 966.4(d)(3)(i)]:

The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

The person has a history of drug-related criminal activity or violent criminal activity; or

The person 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.

Within 10 business days of receiving a request for a live-in aide, including all required documentation related to the request, the PHA will notify the family of its decision in writing.

PART II: BASIC ELIGIBILITY CRITERIA

3-II.A. INCOME ELIGIBILITY AND TARGETING

Income Limits

HUD is required by law to set income limits that determine the eligibility of applicants for HUD's assisted housing programs, including the public housing program. The income limits are published annually and are based on HUD estimates of median family income in a particular area or county, with adjustments for family size.

Types of Low-Income Families [24 CFR 5.603(b)]

Low-income family. A family whose annual income does not exceed 80 percent of the median income for the area, adjusted for family size.

Very low-income family. A family whose annual income does not exceed 50 percent of the median income for the area, adjusted for family size.

Extremely low-income family. A family whose annual income does not exceed 30 percent of the median income for the area, adjusted for family size.

HUD may establish income ceilings higher or lower than 30, 50, or 80 percent of the median income for an area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Using Income Limits for Eligibility [24 CFR 960.201]

Income limits are used for eligibility only at admission. Eligibility is established by comparing a family's annual income with HUD's published income limits. To be income-eligible, a family must be a *low-income* family.

Using Income Limits for Targeting [24 CFR 960.202(b)]

At least 40 percent of the families admitted to the PHA's public housing program during a PHA fiscal year from the PHA waiting list must be *extremely low-income* families. This is called the "basic targeting requirement". If admissions of extremely low-income families to the PHA's housing choice voucher program during a PHA fiscal year exceed the 75 percent minimum targeting requirement for that program, such excess shall be credited against the PHA's public housing basic targeting requirement for the same fiscal year.

The fiscal year credit for housing choice voucher program admissions that exceed the minimum voucher program targeting requirement must not exceed the lower of:

- Ten percent of public housing waiting list admissions during the PHA fiscal year
- Ten percent of waiting list admission to the PHA's housing choice voucher program during the PHA fiscal year
- The number of qualifying low-income families who commence occupancy during the fiscal year of public housing units located in census tracts with a poverty rate of 30 percent or more. For this purpose, qualifying low-income family means a low-income family other than an extremely low-income family.

For discussion of how income targeting is used in tenant selection, see Chapter 4.

3-II.B. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS [24 CFR 5, Subpart E]

Housing assistance is available only to individuals who are U.S. citizens, U.S. nationals (herein referred to as citizens and nationals), or noncitizens that have eligible immigration status. At least one family member must be a citizen, national, or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance.

All applicant families must be notified of the requirement to submit evidence of their citizenship status when they apply. Where feasible, and in accordance with the PHA's Limited English Proficiency Plan, the notice must be in a language that is understood by the individual if the individual is not proficient in English.

Declaration [24 CFR 5.508]

HUD requires each family member to declare whether the individual is a citizen, a national, or an eligible noncitizen, except those members who elect not to contend that they have eligible immigration status. Those who elect not to contend their status are considered to be ineligible noncitizens. For citizens, nationals and eligible noncitizens the declaration must be signed personally by the head, spouse, cohead, and any other family member 18 or older, and by a parent or guardian for minors. The family must identify in writing any family members who elect not to contend their immigration status (see Ineligible Noncitizens below). No declaration is required for live-in aides, foster children, or foster adults.

U.S. Citizens and Nationals

In general, citizens and nationals are required to submit only a signed declaration that claims their status. However, HUD regulations permit the PHA to request additional documentation of their status, such as a passport.

PHA Policy

Family members who declare citizenship or national status will not be required to provide additional documentation unless the PHA receives information indicating that an individual's declaration may not be accurate.

Eligible Noncitizens

In addition to providing a signed declaration, those declaring eligible noncitizen status must sign a verification consent form and cooperate with PHA efforts to verify their immigration status as described in Chapter 7. The documentation required for establishing eligible noncitizen status varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, the person's age, and the date on which the family began receiving HUD-funded assistance.

Lawful residents of the Marshall Islands, the Federated States of Micronesia, and Palau, together known as the Freely Associated States, or FAS, are eligible for housing assistance under section 141 of the Compacts of Free Association between the U.S. Government and the Governments of the FAS [Public Law 106-504].

Ineligible Noncitizens

Those noncitizens who do not wish to contend their immigration status are required to have their names listed on a noncontending family members listing, signed by the head, spouse, or cohead (regardless of citizenship status), indicating their ineligible immigration status. The PHA is not required to verify a family member's ineligible status and is not required to report an individual's unlawful presence in the U.S. to the United States Citizenship and Immigration Services (USCIS).

Providing housing assistance to noncitizen students is prohibited [24 CFR 5.522]. This prohibition extends to the noncitizen spouse of a noncitizen student as well as to minor children who accompany or follow to join the noncitizen student. Such prohibition does not extend to the citizen spouse of a noncitizen student or to the children of the citizen spouse and noncitizen student. Such a family is eligible for prorated assistance as a mixed family.

Mixed Families

A family is eligible for admission as long as at least one member is a citizen, national, or eligible noncitizen. Families that include eligible and ineligible individuals are considered *mixed families*. Such families will be given notice that their assistance will be prorated, and that they may request a hearing if they contest this determination. See Chapter 6 for a discussion of how rents are prorated, and Chapter 14 for a discussion of informal hearing procedures.

Ineligible Families [24 CFR 5.514(d), (e), and (f)]

A PHA may elect to provide assistance to a family before the verification of the eligibility of the individual or one family member [24 CFR 5.512(b)]. Otherwise, no individual or family may be assisted prior to the affirmative establishment by the PHA that the individual or at least one family member is eligible [24 CFR 5.512(a)].

PHA Policy

The PHA will not provide assistance to a family before the verification of at least one family member as a citizen, national, or eligible noncitizen.

When a PHA determines that an applicant family does not include any citizens, nationals, or eligible noncitizens, following the verification process, the family will be sent a written notice within 10 business days of the determination.

The notice will explain the reasons for the denial of assistance and will advise the family of its right to request an appeal to the United States Citizenship and Immigration Services (USCIS), or to request an informal hearing with the PHA. The informal hearing with the PHA may be requested in lieu of the USCIS appeal, or at the conclusion of the USCIS appeal process. The notice must also inform the applicant family that assistance may not be delayed until the conclusion of the USCIS appeal process, but that it may be delayed pending the completion of the informal hearing process.

Informal hearing procedures are contained in Chapter 14.

Timeframe for Determination of Citizenship Status [24 CFR 5.508(g)]

For new occupants joining the resident family the PHA must verify status at the first interim or regular reexamination following the person's occupancy, whichever comes first.

If an individual qualifies for a time extension for the submission of required documents, the PHA must grant such an extension for no more than 30 days [24 CFR 5.508(h)].

Each family member is required to submit evidence of eligible status only one time during continuous occupancy.

The PHA will verify the status of applicants at the time other eligibility factors are determined.

3-II.C. SOCIAL SECURITY NUMBERS [24 CFR 5.216 and 5.218]

For every family member age 6 or older the family must provide documentation of a valid Social Security Number (SSN) or a certification stating that no SSN has been issued. If a family member who is required to execute a certification is less than 18 years old, the certification must be executed by the individual's parent or guardian [24 CFR 5.216(j)]. Assistance cannot be provided to a family until all SSN documentation requirements are met. A detailed discussion of acceptable documentation is provided in Chapter 7.

If a new member who is at least six years of age is added to the family, the new member's SSN documentation must be submitted at the family's next interim or regular reexamination, whichever comes first. If any member of the family who is at least six years of age obtains a previously undisclosed SSN, or has been assigned a new SSN, the documentation must be submitted at the family's next regularly scheduled reexamination.

The PHA must deny admission to an applicant family if they do not meet the SSN disclosure, documentation and verification, and certification requirements contained in 24 CFR 5.216.

3-II.D. FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 5.230]

HUD requires each adult family member, and the head of household, spouse, or cohead, regardless of age, to sign form HUD-9886, Authorization for the Release of Information/

Privacy Act Notice, and other consent forms as needed to collect information relevant to the family's eligibility and level of assistance. Chapter 7 provides detailed information concerning the consent forms and verification requirements.

The PHA must deny admission to the program if any member of the applicant family fails to sign and submit consent forms which allow the PHA to obtain information that the PHA has determined is necessary in administration of the public housing program [24 CFR 960.259(a) and (b)].

PART III: DENIAL OF ADMISSION

3-III.A. OVERVIEW

A family that does not meet the eligibility criteria discussed in Parts I and II, must be denied admission. In addition, HUD requires or permits the PHA to deny admission based on certain types of current or past behaviors of family members as discussed in this part. The PHA's authority in this area is limited by the Violence against Women Reauthorization Act of 2005 (VAWA), which expressly prohibits the denial of admission to an otherwise qualified applicant on the basis that the applicant is or has been the victim of domestic violence, dating violence, or stalking.

This part covers the following topics:

- Required denial of admission
- Other permitted reasons for denial of admission
- Screening
- Criteria for deciding to deny admission
- · Prohibition against denial of admission to victims of domestic violence, dating violence, or stalking
- Notice of eligibility or denial

3-III.B. REQUIRED DENIAL OF ADMISSION [24 CFR 960.204]

PHAs are required to establish standards that prohibit admission of an applicant to the public housing program if they have engaged in certain criminal activity or if the PHA has reasonable cause to believe that a household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

Where the statute requires that the PHA prohibit admission for a prescribed period of time after some disqualifying behavior or event, the PHA may choose to continue that prohibition for a longer period of time [24 CFR 960.203(c)(3)(ii)].

HUD requires the PHA to deny assistance in the following cases:

• Any member of the household has been evicted from federally-assisted housing in the last 3 years for drugrelated criminal activity. HUD permits but does not require the PHA to admit an otherwise-eligible family if the household member has completed a PHA-approved drug rehabilitation program or the circumstances which led to eviction no longer exist (e.g. the person involved in the criminal activity no longer lives in the household).

PHA Policy

The PHA will admit an otherwise-eligible family who was evicted from federally-assisted housing within the past 3 years for drug-related criminal activity, if the PHA is able to verify that the household member who engaged in the criminal activity has completed a supervised drug rehabilitation program approved by the PHA, or the person who committed the crime is no longer living in the household.

• The PHA determines that any household member is currently engaged in the use of illegal drugs. *Drug* means a controlled substance as defined in section 102 of the Controlled Substances Act [21 U.S.C. 802]. *Currently engaged in the illegal use of a drug* means a person has engaged in the behavior recently enough to justify a reasonable belief that there is continuing illegal drug use by a household member [24 CFR 960.205(b)(1)].

PHA Policy

Currently engaged in is defined as any use of illegal drugs during the previous six months.

• The PHA has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

PHA Policy

In determining reasonable cause, the PHA will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol. A conviction will be given more weight than an arrest. The PHA will also consider evidence from treatment providers or community-based organizations providing services to household members.

- Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing.
- Any household member is subject to a lifetime registration requirement under a state sex offender registration program.

3-III.C. OTHER PERMITTED REASONS FOR DENIAL OF ADMISSION

HUD permits, but does not require the PHA to deny admission for the reasons discussed in this section. Criminal Activity [24 CFR 960.203 (b) and (c)]

Under the Public Housing Assessment System (PHAS), PHAs that have adopted policies, implemented procedures and can document that they successfully screen out and deny admission to certain applicants with unfavorable criminal histories receive points.

The PHA is responsible for screening family behavior and suitability for tenancy. In doing so, the PHA may consider an applicant's history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety or welfare of other tenants.

PHA Policy

assistance.

If any household member is currently engaged in, or has engaged in any of the following criminal activities, within the past five years, the family will be denied admission.

Drug-related criminal activity, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug [24 CFR 5.100]. *Violent criminal activity*, defined by HUD as 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 [24 CFR 5.100].

Criminal activity that may threaten the health, safety, or welfare of other tenants [24 CFR 960.203(c)(3)]. Criminal activity that may threaten the health or safety of PHA staff, contractors, subcontractors, or agents. Criminal sexual conduct, including but not limited to sexual assault, incest, open and gross lewdness, or child abuse.

Evidence of such criminal activity includes, but is not limited to any record of convictions, arrests, or evictions for suspected drug-related or violent criminal activity of household members within the past 5 years. A conviction for such activity will be given more weight than an arrest or an eviction. In making its decision to deny assistance, the PHA will consider the factors discussed in Sections 3-III.E and 3-III.F. Upon consideration of such factors, the PHA may, on a case-by-case basis, decide not to deny

Previous Behavior [960.203(c) and (d) and PH Occ GB, p. 48]

HUD authorizes the PHA to deny admission based on relevant information pertaining to the family's previous behavior and suitability for tenancy.

In the event of the receipt of unfavorable information with respect to an applicant, the PHA must consider the time, nature, and extent of the applicant's conduct (including the seriousness of the offense). As discussed in Section 3-III.F, the PHA may also need to consider whether the cause of the unfavorable information may be that the applicant is the victim of domestic violence, dating violence, or stalking.

PHA Policy

The PHA will deny admission to an applicant family if the PHA determines that the family:

Has a pattern of unsuitable past performance in meeting financial obligations, including rent within the past five years

Has a pattern of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences within the past five years which may adversely affect the health, safety, or welfare of other tenants

Has a pattern of eviction from housing or termination from residential programs within the past five years (considering relevant circumstances)

Owes rent or other amounts to this or any other PHA or owner in connection with any assisted housing program

Misrepresented or does not provide complete information related to eligibility, including income, award of preferences for admission, expenses, family composition or rent

Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program

Has engaged in or threatened violent or abusive behavior toward PHA personnel

Abusive or violent behavior towards PHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

In making its decision to deny admission, the PHA will consider the factors discussed in Sections 3-III.E and 3-III.F. Upon consideration of such factors, the PHA may, on a case-by-case basis, decide not to deny admission.

The PHA will consider the existence of mitigating factors, such as loss of employment or other financial difficulties, before denying admission to an applicant based on the failure to meet prior financial obligations.

3-III.D. SCREENING

Screening for Eligibility

PHAs are authorized to obtain criminal conviction records from law enforcement agencies to screen applicants for admission to the public housing program. This authority assists the PHA in complying with HUD requirements and PHA policies to deny assistance to applicants who are engaging in or have engaged in certain criminal activities. In order to obtain access to the records the PHA must require every applicant family to submit a consent form signed by each adult household member [24 CFR 5.903].

The PHA may not pass along to the applicant the costs of a criminal records check [24 CFR 960.204(d)].

PHA Policy

The PHA will perform criminal background checks through local law enforcement for all household members 17 years of age or older.

If the results of the criminal background check indicate there may have been past criminal activity, but the results are inconclusive, the PHA will request a fingerprint card and will request information from the National Crime Information Center (NCIC).

PHAs are required to perform criminal background checks necessary to determine whether any household member is subject to a lifetime registration requirement under a state sex offender program in the state where the housing is located, as well as in any other state where a household member is known to have resided [24 CFR 960.204(a)(4)]. If the PHA proposes to deny admission based on a criminal record or on lifetime sex offender registration information, the PHA must notify the household of the proposed action and must provide the subject of the record and the applicant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to a denial of admission [24 CFR 5.903(f) and 5.905(d)].

Obtaining Information from Drug Treatment Facilities [24 CFR 960.205]

HUD authorizes PHAs to request and obtain information from drug abuse treatment facilities concerning applicants. Specifically, the PHA may require each applicant to submit for all household members who are at least 18 years of age, and for each family head, spouse, or cohead regardless of age, one or more consent forms signed by such household members that requests any drug abuse treatment facility to inform the PHA whether the drug abuse treatment facility has reasonable cause to believe that the household member is currently engaging in illegal drug use

Drug Abuse Treatment Facility means an entity that holds itself out as providing, and provides, diagnosis, treatment, or referral for treatment with respect to the illegal drug use, and is either an identified unit within a general care facility, or an entity other than a general medical care facility.

Currently engaging in illegal use of a drug means illegal use of a drug that occurred recently enough to justify a reasonable belief that there is continuing illegal drug use by a household member.

Any consent form used for the purpose of obtaining information from a drug abuse treatment facility to determine whether a household member is currently engaging in illegal drug use must expire automatically after the PHA has made a final decision to either approve or deny the admission of such person.

Any charges incurred by the PHA for information provided from a drug abuse treatment facility may not be passed on to the applicant or tenant.

If the PHA chooses to obtain such information from drug abuse treatment facilities, it must adopt and implement one of the two following policies:

Policy A: The PHA must submit a request for information to a drug abuse treatment facility for all families before they are admitted. The request must be submitted for each proposed household member who is at least 18 years of age, and for each family head, spouse, or cohead regardless of age.

Policy B: The PHA must submit a request for information only for certain household members, whose criminal record indicates prior arrests or conviction for any criminal activity that may be a basis for denial of admission or whose prior tenancy records indicate that the proposed household member engaged in destruction of property or violent activity against another person, or they interfered with the right of peaceful enjoyment of the premises of other residents.

If the PHA chooses to obtain such information, it must abide by the HUD requirements for records management and confidentiality as described in 24 CFR 960.205(f).

PHA Policy

The PHA will obtain information from drug abuse treatment facilities to determine whether any applicant family's household members are currently engaging in illegal drug activity only when the PHA has determined that the family will be denied admission based on a family member's drug-related criminal activity, and the family claims that the culpable family member has successfully completed a supervised drug or alcohol rehabilitation program.

Screening for Suitability as a Tenant [24 CFR 960.203(c)]

The PHA is responsible for the screening and selection of families to occupy public housing units. The PHA may consider all relevant information. Screening is important to public housing communities and program integrity, and to ensure that assisted housing is provided to those families that will adhere to lease obligations.

PHA Policy

The PHA will consider the family's history with respect to the following factors:

Payment of rent and utilities

Caring for a unit and premises

Respecting the rights of other residents to the peaceful enjoyment of their housing

Criminal activity that is a threat to the health, safety, or property of others

Behavior of all household members as related to the grounds for denial as detailed in Sections 3-

III. B and C

Compliance with any other essential conditions of tenancy

Resources Used to Check Applicant Suitability [PH Occ GB, pp. 47-56]

PHAs have a variety of resources available to them for determination of the suitability of applicants. Generally, PHAs should reject applicants who have recent behavior that would warrant lease termination for a public housing resident.

PHA Policy

In order to determine the suitability of applicants the PHA will examine applicant history for the past five years. Such background checks will include:

Past Performance in Meeting Financial Obligations, Especially Rent

PHA and landlord references for the past five years, gathering information about past performance meeting rental obligations such as rent payment record, late payment record, whether the PHA/landlord ever began or completed lease termination for non-payment, and whether utilities were ever disconnected in the unit. PHAs and landlords will be asked if they would rent to the applicant family again.

Utility company references covering the monthly amount of utilities, late payment, disconnection, return of a utility deposit and whether the applicant can get utilities turned on in his/her name. (Use of this inquiry will be reserved for applicants applying for units where there are tenant-paid utilities.)

If an applicant has no rental payment history the PHA will check court records of eviction actions and other financial judgments.

Applicants with no rental payment history will also be asked to provide the PHA with personal references. The references will be requested to complete a verification of the applicant's ability to pay rent if no other documentation of ability to meet financial obligations is available. The applicant will also be required to complete a checklist documenting their ability to meet financial obligations.

If previous landlords or the utility company do not respond to requests from the PHA, the applicant may provide other documentation that demonstrates their ability to meet financial obligations (e.g. rent receipts, cancelled checks, etc.)

Disturbances of Neighbors, Destruction of Property or Living or Housekeeping Habits at Prior Residences that May Adversely Affect Health, Safety, or Welfare of Other Tenants, or Cause Damage to the Unit or the Development

PHA and landlord references for the past five years, gathering information on whether the applicant kept a unit clean, safe and sanitary; whether they violated health or safety codes; whether any damage was done by the applicant to a current or previous unit or the development, and, if so, how much the repair of the damage cost; whether the applicant's housekeeping caused insect or rodent infestation; and whether the neighbors complained about the applicant or whether the police were ever called because of disturbances. Police and court records within the past five years will be used to check for any evidence of disturbance of neighbors or destruction of property that might have resulted in arrest or conviction.

A personal reference will be requested to complete a verification of the applicant's ability to care for the unit and avoid disturbing neighbors if no other documentation is available. In these cases, the applicant will also be required to complete a checklist documenting their ability to care for the unit and to avoid disturbing neighbors.

Home visits may be used to determine the applicant's ability to care for the unit.

3-III.E. CRITERIA FOR DECIDING TO DENY ADMISSION

Evidence

PHA Policy

The PHA will use the concept of the preponderance of the evidence as the standard for making all admission decisions.

Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Consideration of Circumstances [24 CFR 960.203(c)(3) and (d)]

HUD authorizes the PHA to consider all relevant circumstances when deciding whether to deny admission based on a family's past history except in the situations for which denial of admission is mandated (see Section 3-III.B). In the event the PHA receives unfavorable information with respect to an applicant, consideration must be given to the time, nature, and extent of the applicant's conduct (including the seriousness of the offense). In a manner consistent with its policies, PHAs may give consideration to factors which might indicate a reasonable probability of favorable future conduct.

PHA Policy

The PHA will consider the following factors prior to making its decision:

The seriousness of the case, especially with respect to how it would affect other residents

The effects that denial of admission may have on other members of the family who were not involved in the action or failure

The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or (as discussed further in section 3-III.F) a victim of domestic violence, dating violence, or stalking.

The length of time since the violation occurred, the family's recent history and the likelihood of favorable conduct in the future

Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs

In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully

The PHA will require the applicant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.

Removal of a Family Member's Name from the Application [24 CFR 960.203(c)(3)(i)]

HUD permits PHAs to impose as a condition of admission, a requirement that family members who participated in or were culpable for an action or failure to act which warrants denial of admission, to not reside in the unit.

PHA Policy

As a condition of receiving assistance, a family may agree to remove the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the public housing unit.

After admission to the program, the family must present evidence of the former family member's current address upon PHA request.

Reasonable Accommodation [PH Occ GB, pp. 58-60]

If the family includes a person with disabilities, the PHA's decision concerning denial of admission is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.

PHA Policy

If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of admission, the PHA will determine whether the behavior is related to the disability. If so, upon the family's request, the PHA will determine whether alternative measures are appropriate as a reasonable accommodation. The PHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of admission. See Chapter 2 for a discussion of reasonable accommodation.

3-III.F. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, AND STALKING [Pub.L. 109-162]

The Violence against Women Reauthorization Act of 2005 (VAWA) prohibits denial of admission to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking. Specifically, Section 607(2) of VAWA adds the following provision to Section 6 of the U.S. Housing Act of 1937, which lists contract provisions and requirements for the public housing program:

Every contract for contributions shall provide that . . . the public housing agency shall not deny admission to the project to any applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking if the applicant otherwise qualifies for assistance or admission, and that nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

Definitions

As used in VAWA:

- The term *domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
- The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - The length of the relationship
 - The type of relationship
 - The frequency of interaction between the persons involved in the relationship
- The term *stalking* means:
 - To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or
 - To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
 - In the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.

- The term *immediate family member* means, with respect to a person
 - A spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent; or
 - Any other person living in the household of that person and related to that person by blood and marriage.

Notification and Victim Documentation

PHA Policy

The PHA acknowledges that a victim of domestic violence, dating violence, or stalking may have an unfavorable history that would warrant denial under the PHA's policies. Therefore, if the PHA makes a determination to deny admission to an applicant family on the basis of an unfavorable history, the PHA will include in its notice of denial a statement of the protection against denial provided by VAWA and will offer the applicant the opportunity to provide documentation affirming that the cause of the unfavorable history is that a member of the applicant family is or has been a victim of domestic violence, dating violence, or stalking.

The documentation must include two elements:

A signed statement by the victim that provides the name of the perpetrator and certifies that the incidents in question are bona fide incidents of actual or threatened domestic violence, dating violence, or stalking

One of the following:

A police or court record documenting the actual or threatened abuse

A statement signed by an employee, agent, or volunteer of a victim service provider; an attorney; a medical professional; or another knowledgeable professional from whom the victim has sought assistance in addressing the actual or threatened abuse. The professional must attest under penalty of perjury that the incidents in question are bona fide incidents of abuse, and the victim must sign or attest to the statement.

The applicant must submit the required documentation with her or his request for an informal hearing (see section 14-I.B) or must request an extension in writing at that time. If the applicant so requests, the PHA will grant an extension of 10 business days, and will postpone scheduling the applicant's informal hearing until after it has received the documentation or the extension period has elapsed. If after reviewing the documentation provided by the applicant the PHA determines the family is eligible for assistance, no informal hearing will be scheduled and the PHA will proceed with admission of the applicant family.

Perpetrator Removal or Documentation of Rehabilitation

PHA Policy

In cases where an applicant family includes the perpetrator as well as the victim of domestic violence, dating violence, or stalking, the PHA will proceed as above but will require, in addition, either (a) that the perpetrator be removed from the applicant household and not reside in the public housing unit or (b) that the family provide documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment.

If the family elects the second option, the documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation.

This additional documentation must be submitted within the same time frame as the documentation required above from the victim.

PHA Confidentiality Requirements

All information provided to the PHA regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared database nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.

3-III.G. NOTICE OF ELIGIBILITY OR DENIAL

The PHA will notify an applicant family of its final determination of eligibility in accordance with the policies in Section 4-III.E.

If a PHA uses a criminal record or sex offender registration information obtained under 24 CFR 5, Subpart J, as the basis of a denial, a copy of the record must precede the notice to deny, with an opportunity for the applicant to dispute the accuracy and relevance of the information before the PHA can move to deny the application. In addition, a copy of the record must be provided to the subject of the record [24 CFR 5.903(f) and 5.905(d)].

PHA Policy

If, based on a criminal record or sex offender registration information an applicant family appears to be ineligible, the PHA will notify the family in writing of the proposed denial and provide a copy of the record to the applicant and to the subject of the record. The family will be given 10 business days to dispute the accuracy and relevance of the information. If the family does not contact the PHA to dispute the information within that 10 day period, the PHA will proceed with issuing the notice of denial of admission. A family that does not exercise their right to dispute the accuracy of the information prior to issuance of the official denial letter will still be given the opportunity to do so as part of the informal hearing process.

Notice requirements related to denying admission to noncitizens are contained in Section 3-II.B. Notice policies related to denying admission to applicants who may be victims of domestic violence, dating violence, or stalking are contained in Section 3-III.F.

EXHIBIT 3-1: DETAILED DEFINITIONS RELATED TO DISABILITIES

Person with Disabilities [24 CFR 5.403]

The term *person with disabilities* means a person who has any of the following types of conditions.

- Has a disability, as defined in 42 U.S.C. Section 423(d)(1)(A), which reads:
 - Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months
 - In the case of an individual who has attained the age of 55 and is blind (within the meaning of "blindness" as defined in section 416(i)(1) of this title), inability 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.
- Has a developmental disability as defined in the Developmental Disabilities Assistance and Bill of Rights Act [42 U.S.C.6001(8)], which defines developmental disability in functional terms as:

A severe, chronic disability of a person 5 years of age or older which:

- Is attributable to a mental or physical impairment or combination of mental and physical impairments
- Is manifested before the person attains age twenty-two
- Is likely to continue indefinitely
- Results in substantial functional limitations in three or more of the following areas of major life activity: (i) self-care, (ii) receptive and responsive language, (iii) learning, (iv) mobility, (v) self-direction, (vi) capacity for independent living, and (vii) economic self-sufficiency
- Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services which are of lifelong or extended duration and are individually planned and coordinated; except that such term, when applied to infants and young children, means individuals from birth to age 5, inclusive, who have substantial developmental delay or specific congenital or acquired conditions with a high probability of resulting in developmental disabilities if services are not provided."
- Has a physical, mental, or emotional impairment that is expected to be of long-continued and
 indefinite duration; substantially impedes his or her ability to live independently, and is of
 such a nature that the ability to live independently could be improved by more suitable
 housing conditions.

People with the acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for AIDS are not excluded from this definition.

A person whose disability is based solely on any drug or alcohol dependence does not qualify as a person with disabilities for the purposes of this program.

For purposes of reasonable accommodation and program accessibility for persons with disabilities, the term person with disabilities refers to an individual with handicaps.

Individual with Handicaps [24 CFR 8.3]

Individual with handicaps means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. The 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:

- (1) Physical or mental impairment includes:
 - (a) 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
 - (b) 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.
- (2) Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
- (3) Has a record of such an impairment means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
- (4) Is regarded as having an impairment means:
 - (a) 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
 - (b) 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
 - (c) Has none of the impairments defined in paragraph (a) of this section but is treated by a recipient as having such an impairment

Chapter 4

APPLICATIONS, WAITING LIST AND TENANT SELECTION

INTRODUCTION

When a family wishes to reside in public housing, the family must submit an application that provides the PHA with the information needed to determine the family's eligibility. HUD requires the PHA to place all eligible families that apply for public housing on a waiting list. When a unit becomes available, the PHA must select families from the waiting list in accordance with HUD requirements and PHA policies as stated in its Admissions and Continued Occupancy Policy (ACOP) and its annual plan.

The PHA is required to adopt a clear approach to accepting applications, placing families on the waiting list, and selecting families from the waiting list, and must follow this approach consistently. The actual order in which families are selected from the waiting list can be affected if a family has certain characteristics designated by HUD or the PHA to receive preferential treatment.

HUD regulations require that the PHA comply with all equal opportunity requirements and it must affirmatively further fair housing goals in the administration of the program [24 CFR 960.103, PH Occ GB p. 13]. Adherence to the selection policies described in this chapter ensures that the PHA will be in compliance with all relevant fair housing requirements, as described in Chapter 2.

This chapter describes HUD and PHA policies for taking applications, managing the waiting list and selecting families from the waiting list. The PHAs policies for assigning unit size and making unit offers are contained in Chapter 5. Together, Chapters 4 and 5 of the ACOP comprise the PHA's Tenant Selection and Assignment Plan (TSAP).

The policies outlined in this chapter are organized into three sections, as follows:

<u>Part I: The Application Process</u>. This part provides an overview of the application process, and discusses how applicants can obtain and submit applications. It also specifies how the PHA will handle the applications it receives.

<u>Part II: Managing the Waiting List</u>. This part presents the policies that govern how the PHA's waiting list is structured, when it is opened and closed, and how the public is notified of the opportunity to apply for public housing. It also discusses the process the PHA will use to keep the waiting list current.

<u>Part III: Tenant Selection</u>. This part describes the policies that guide the PHA in selecting families from the waiting list as units become available. It also specifies how in-person interviews will be used to ensure that the PHA has the information needed to make a final eligibility determination.

PART I: THE APPLICATION PROCESS

4-I.A. OVERVIEW

This part describes the policies that guide the PHA's efforts to distribute and accept applications, and to make preliminary determinations of applicant family eligibility that affect placement of the family on the waiting list. This part also describes the PHA's obligation to ensure the accessibility of the application process.

4-I.B. APPLYING FOR ASSISTANCE

Any family that wishes to reside in public housing must apply for admission to the program [24 CFR 1.4(b)(2)(ii), 24 CFR 960.202(a)(2)(iv), and PH Occ GB, p. 68]. HUD permits the PHA to determine the format and content of its applications, as well how such applications will be made available to interested families and how the PHA will accept applications.

PHA Policy

SAHA uses a two-step process in selecting families from the waiting list, under normal operating circumstances the waiting period for a unit offer can be up to 1.5 years depending on the bedroom size for which the applicant applied. Under the two-step application process, the PHA initially will require families to provide only the information needed to make an initial assessment of the family's eligibility, and to determine the family's placement on the waiting list. The family will be required to provide all of the information necessary to establish family eligibility and the amount of rent the family will pay.

Families may obtain application forms from the PHA's office during normal business hours. Families may also request – by telephone or by mail – that a form be sent to the family via first class mail.

Completed applications must be returned to the PHA by mail, by fax, or submitted in person during normal business hours. Pre-Applications must be complete in order to be accepted by the PHA for processing. If an application is incomplete, the PHA will notify the family of the additional information required.

4-I.C. ACCESSIBILITY OF THE APPLICATION PROCESS

The PHA must take a variety of steps to ensure that the application process is accessible to those people who might have difficulty complying with the normal, standard PHA application process.

Disabled Populations [24 CFR 8; PH Occ GB, p. 68]

The PHA must provide reasonable accommodation to the needs of individuals with disabilities. The application-taking facility and the application process must be fully accessible, or the PHA must provide an alternate approach that provides equal access to the application process. Chapter 2 provides a full discussion of the PHA's policies related to providing reasonable accommodations for people with disabilities.

Limited English Proficiency

PHAs are required to take reasonable steps to ensure meaningful access to their programs and activities by persons with limited English proficiency [24 CFR 1]. Chapter 2 provides a full discussion on the PHA's policies related to ensuring access to people with limited English proficiency (LEP).

4-I.D. PLACEMENT ON THE WAITING LIST

The PHA must review each completed application received and make a preliminary assessment of the family's eligibility. The PHA must place on the waiting list families for whom the list is open unless the PHA determines the family to be ineligible. Where the family is determined to be ineligible, the PHA must notify the family in writing [24 CFR 960.208(a); PH Occ GB, p. 41]. Where the family is not determined to be ineligible, the family will be placed on a waiting list of applicants.

No applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list.

Ineligible for Placement on the Waiting List

PHA Policy

If the PHA can determine from the information provided that a family is ineligible, the family will not be placed on the waiting list. Where a family is determined to be ineligible, the PHA will send written notification of the ineligibility determination within 10 business days of receiving a completed application. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal hearing and explain the process for doing so (see Chapter 14).

Eligible for Placement on the Waiting List

PHA Policy

Placement on the waiting list does not indicate that the family is, in fact, eligible for admission. A final determination of eligibility and qualification for preferences will be made when the family is selected from the waiting list at the time of eligibility interview.

Applicants will be placed on the waiting list according to PHA preference(s) and the date and time their complete pre-application is received by the PHA.

The PHA will assign families on the waiting list according to the bedroom size for which a family qualifies as established in its occupancy standards (see Chapter 5). Families may request to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines (as long as the unit is not overcrowded according to PHA standards and local codes). However, in these cases, the family must agree not to request a transfer for two years after admission, unless they have a change in family size or composition.

PART II: MANAGING THE WAITING LIST

4-II.A. OVERVIEW

The PHA must have policies regarding the type of waiting list it will utilize as well as the various aspects of organizing and managing the waiting list of applicant families. This includes opening the list to new applicants, closing the list to new applicants, notifying the public of waiting list openings and closings, updating waiting list information, purging the list of families that are no longer interested in or eligible for public housing, and conducting outreach to ensure a sufficient number of applicants.

In addition, HUD imposes requirements on how the PHA may structure its waiting list and how families must be treated if they apply for public housing at a PHA that administers more than one assisted housing program.

4-II.B. ORGANIZATION OF THE WAITING LIST

The PHA's public housing waiting list must be organized in such a manner to allow the PHA to accurately identify and select families in the proper order, according to the admissions policies described in this ACOP.

PHA Policy

The waiting list will contain the following information for each applicant listed:

Name and social security number of head of household

Unit size required (number of family members)

Amount and source of annual income

Accessibility requirement, if any

Date and time of application or application number

Household type (family, elderly, disabled)

Admission preference, if any

Race and ethnicity of the head of household

The PHA may adopt one community-wide waiting list or site-based waiting lists. The PHA must obtain approval from HUD through submission of its Annual Plan before it may offer site-based waiting lists. Site-based waiting lists allow families to select the development where they wish to reside and must be consistent with all applicable civil rights and fair housing laws and regulations [24 CFR 903.7(b)(2)].

PHA Policy

The PHA will maintain one single community-wide waiting list for its developments. Within the list, the PHA will designate subparts to easily identify who should be offered the next available unit (i.e. mixed populations, general occupancy, unit size, and accessible units).

The PHA will not adopt site-based waiting lists.

HUD directs that a family that applies to reside in public housing must be offered the opportunity to be placed on the waiting list for any tenant-based or project-based voucher or moderate rehabilitation program that the PHA operates if 1) the other programs' waiting lists are open, and 2) the family is qualified for the other programs [24 CFR 982.205(a)(2)(i)].

HUD permits, but does not require, that PHAs maintain a single merged waiting list for their public housing, Section 8, and other subsidized housing programs [24 CFR 982.205(a)(1)].

PHA Policy

The PHA will not merge the public housing waiting list with the waiting list for any other program the PHA operates.

4-II.C. OPENING AND CLOSING THE WAITING LIST

Closing the Waiting List

The PHA is permitted to close the waiting list, in whole or in part, if it has an adequate pool of families to fill its developments. The PHA may close the waiting list completely, or restrict intake by preference, type of project, or by size and type of dwelling unit. [PH Occ GB, p. 31].

PHA Policy

The PHA will close the waiting list when the estimated waiting period for housing applicants on the list reaches 24 months for the most current applicants. Where the PHA has particular preferences or other criteria that require a specific category of family, the PHA may elect to continue to accept applications from these applicants while closing the waiting list to others.

Reopening the Waiting List

If the waiting list has been closed, it may be reopened at any time. The PHA should publish a notice in local newspapers of general circulation, minority media, and other suitable media outlets that the PHA is reopening the waiting list. Such notice must comply with HUD fair housing requirements. The PHA should specify who may apply, and where and when applications will be received.

PHA Policy

The PHA will announce the reopening of the waiting list at least 10 business days prior to the date applications will first be accepted. If the list is only being reopened for certain categories of families, this information will be contained in the notice. The notice will specify where, when, and how applications are to be received.

The PHA will give public notice by publishing the relevant information in suitable media outlets including, but not limited to:

San Antonio Express & News

La Presena

S.A. Register

waiting list to fill anticipated vacancies and to assure that the PHA is affirmatively furthering fair housing and complying with the Fair Housing Act.

Because HUD requires the PHA to serve a specified percentage of extremely low income families, the PHA may need to conduct special outreach to ensure that an adequate number of such families apply for public housing.

PHA outreach efforts must comply with fair housing requirements. This includes:

- Analyzing the housing market area and the populations currently being served to identify underserved populations
- Ensuring that outreach efforts are targeted to media outlets that reach eligible populations that are underrepresented in the program
- Avoiding outreach efforts that prefer or exclude people who are members of a protected class

PHA outreach efforts must be designed to inform qualified families about the availability of units under the program. These efforts may include, as needed, any of the following activities:

- Submitting press releases to local newspapers, including minority newspapers
- Developing informational materials and flyers to distribute to other agencies
- Providing application forms to other public and private agencies that serve the low income population
- Developing partnerships with other organizations that serve similar populations, including agencies that provide services for persons with disabilities

PHA Policy

The PHA will monitor the characteristics of the population being served and the characteristics of the population as a whole in the PHA's jurisdiction. Targeted outreach efforts will be undertaken if a comparison suggests that certain populations are being underserved.

4-II.E. REPORTING CHANGES IN FAMILY CIRCUMSTANCES

PHA Policy

While the family is on the waiting list, the family must inform the PHA, within 10 business days, of changes in family size or composition, preference status, or contact information, including current residence, mailing address, and phone number. The changes must be submitted in writing.

Changes in an applicant's circumstances while on the waiting list may affect the family's qualification for a particular bedroom size or entitlement to a preference. When an applicant reports a change that affects their placement on the waiting list, their waiting list record will be updated accordingly.

4-II.F. UPDATING THE WAITING LIST

HUD requires the PHA to establish policies to use when removing applicant names from the waiting list [24 CFR 960.202(a)(2)(iv)].

Purging the Waiting List

The decision to withdraw an applicant family that includes a person with disabilities from the waiting list is subject to reasonable accommodation. If the applicant did not respond to the PHA's request for information or updates because of the family member's disability, the PHA must, upon the family's request, reinstate the applicant family to their former position on the waiting list as a reasonable accommodation [24 CFR 8.4(a), 24 CFR 100.204(a), and PH Occ GB, p. 39 and 40]. See Chapter 2 for further information regarding reasonable accommodations.

PHA Policy

The waiting list will be updated as needed to ensure that all applicants and applicant information is current and timely.

To update the waiting list, the PHA will send an update request via first class mail to each family on the waiting list to determine whether the family continues to be interested in, and to qualify for, the program. This update request will be sent to the last address that the PHA has on record for the family. The update request will provide a deadline by which the family must respond and will state that failure to respond will result in the applicant's name being removed from the waiting list.

The family's response must be in writing and may be delivered in person, by mail, or by fax. Responses should be postmarked or received by the PHA not later than 15 business days from the date of the PHA letter.

If the family fails to respond within 15 business days, the family will be removed from the waiting list without further notice.

If the notice is returned by the post office with no forwarding address, the applicant will be removed from the waiting list without further notice.

If the notice is returned by the post office with a forwarding address, the notice will be re-sent to the address indicated. The family will have 15 business days to respond from the date the letter was re-sent. If the family fails to respond within this time frame, the family will be removed from the waiting list without further notice.

When a family is removed from the waiting list during the update process for failure to respond, no informal hearing will be offered. Such failures to act on the part of the applicant prevent the PHA from making an eligibility determination; therefore no informal hearing is required.

If a family is removed from the waiting list for failure to respond, the Executive Director may reinstate the family if s/he determines the lack of response was due to PHA error, or to circumstances beyond the family's control.

Withdrawing applicants from the waiting list can occur:

- -When the applicant requests their name to be removed from the waiting list.
- -Does not respond to an Update letter or other correspondence (or if mail is returned).
- -Does not respond to a PHA request for an interview.

In these cases, applicants are not entitled to an informal hearing.

Removal from the Waiting List

PHA Policy

The PHA will remove applicants from the waiting list if they have requested that their name be removed. In such cases no informal hearing is required.

If the PHA determines that the family is not eligible for admission (see Chapter 3) at any time while the family is on the waiting list the family will be removed from the waiting list.

If a family is removed from the waiting list because the PHA has determined the family is not eligible for admission, a notice will be sent to the family's address of record as well as to any alternate address provided on the initial application. The notice will state the reasons the family was removed from the waiting list and will inform the family how to request an informal hearing regarding the PHA's decision (see Chapter 14) [24 CFR 960.208(a)].

PART III: TENANT SELECTION

4-III.A. OVERVIEW

The PHA must establish tenant selection policies for families being admitted to public housing [24 CFR 960.201(a)]. The PHA must not require any specific income or racial quotas for any developments [24 CFR 903.2(d)]. The PHA must not assign persons to a particular section of a community or to a development or building based on race, color, religion, sex, disability, familial status or national origin for purposes of segregating populations [24 CFR 1.4(b)(1)(iii) and 24 CFR 903.2(d)(1)].

The order in which families will be selected from the waiting list depends on the selection method chosen by the PHA and is impacted in part by any selection preferences that the family qualifies for. The availability of units also may affect the order in which families are selected from the waiting list.

The PHA must maintain a clear record of all information required to verify that the family is selected from the waiting list according to the PHA's selection policies [24 CFR 960.206(e)(2)]. The PHA's policies must be posted any place where the PHA receives applications. The PHA must provide a copy of its tenant selection policies upon request to any applicant or tenant. The PHA may charge the family for providing a copy of its tenant selection policies [24 CFR 960.202(c)(2)].

PHA Policy

When an applicant or resident family requests a copy of the PHA's tenant selection policies, the PHA will provide copies to them free of charge.

4-III.B. SELECTION METHOD

PHAs must describe the method for selecting applicant families from the waiting list, including the system of admission preferences that the PHA will use.

Local Preferences [24 CFR 960.206]

PHAs are permitted to establish local preferences and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits the PHA to establish other local preferences, at its discretion. Any local preferences established must be consistent with the PHA plan and the consolidated plan, and must be based on local housing needs and priorities that can be documented by generally accepted data sources [24 CFR 960.206(a)].

PHA Policy

The PHA will use the following local preferences:

Involuntary Displacement (Natural Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition), as verified by local, state, or federal authorities within the last 6 months. **Displacement is defined as:**

Families involuntarily displaced by a natural disaster (fire, flood, hurricane, earthquake, etc.);

Families residing in a PHA owned, operated housing development and SAHA/HUD sells, forecloses or demolishes, the project (to include major renovations/modernization, or property acquisition, health and safety or emergency maintenance conditions, or other action of the PHA);

For residents of PHA sponsored housing programs, (Public Housing, Moderate Rehabilitation Program, Shelter Plus Care, Housing Choice Voucher Program, Homeownership Program, 5H Homeownership Program, and the Section 32 Homeownership Program), to meet specific housing needs (i.e. bedroom size, reasonable accommodation, legal judgments, renovations/modernization, or property acquisition, health and safety or emergency maintenance conditions, or other action of the PHA);

Section 5HMirasol/Springview Homeownership Program:

- Section 5H Mirasol/Springview Homeownership Program participants (as of August 3, 2007) who choose to relocate due to non-purchase of the lease purchase residence;
- Section 5H Mirasol/Springview Homeownership Program homeowner and leasepurchase participants (as of August 3, 2007) and Mirasol Target Site renters, who choose to relocate due to health or construction concerns.

The PHA may limit the number of applicants that may qualify for any local preference, based on time and date, or other qualifying criteria.

Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments by targeting households on the waiting list that contribute to meeting income requirements.

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HUD requires that extremely low-income (ELI) families make up at least 40% of the families admitted to public housing during the PHA's fiscal year. ELI families are those with annual incomes at or below 30% of the area median income. To ensure this requirement is met, the PHA may skip non-ELI families on the waiting list in order to select an ELI family.

If a PHA also operates a housing choice voucher (HCV) program, admissions of extremely low-income families to the PHA's HCV program during a PHA fiscal year that exceed the 75% minimum target requirement for the voucher program, shall be credited against the PHA's basic targeting requirement in the public housing program for the same fiscal year. However, under these circumstances the fiscal year credit to the public housing program must not exceed the lower of: (1) ten percent of public housing waiting list admissions during the PHA fiscal year; (2) ten percent of waiting list admissions to the PHA's housing choice voucher program during the PHA fiscal year; or (3) the number of qualifying low-income families who commence occupancy during the fiscal year of PHA public housing units located in census tracts with a poverty rate of 30 percent or more. For this purpose, qualifying low-income family means a low-income family other than an extremely low-income family.

PHA Policy

The PHA will monitor progress in meeting the ELI requirement throughout the fiscal year. ELI families will be selected ahead of other eligible families on an as-needed basis to ensure that the income targeting requirement is met.

Mixed Population Developments [24 CFR 960.407]

A mixed population development is a public housing development or portion of a development that was reserved for elderly families and disabled families at its inception (and has retained that character) or the PHA at some point after its inception obtained HUD approval to give preference in tenant selection for all units in the development (or portion of a development) to elderly and disabled families [24 CFR 960.102]. Elderly family means a family whose head, spouse, cohead, or sole member is a person who is at least 62 years of age. Disabled family means a family whose head, spouse, cohead, or sole member is a person with disabilities [24 CFR 5.403]. The PHA must give elderly and disabled families equal preference in selecting these families for admission to mixed population developments. The PHA may not establish a limit on the number of elderly or disabled families that may occupy a mixed population development. In selecting elderly and disabled families to fill these units, the PHA must first offer the units that have accessibility features for families that include a person with a disability and require the accessibility features of such units. The PHA may not discriminate against elderly or disabled families that include children (Fair Housing Amendments Act of 1988).

Units Designated for Elderly or Disabled Families [24 CFR 945]

The PHA may designate projects or portions of a public housing project specifically for elderly or disabled families. The PHA must have a HUD-approved allocation plan before the designation may take place.

Among the designated developments, the PHA must also apply any preferences that it has established. If there are not enough elderly families to occupy the units in a designated elderly development, the PHA may allow near-elderly families to occupy the units [24 CFR 945.303(c)(1)]. Near-elderly family means a family whose head, spouse, or cohead is at least 50 years old, but is less than 62 [24 CFR 5.403].

If there are an insufficient number of elderly families and near-elderly families for the units in a development designated for elderly families, the PHA must make available to all other families any unit that is ready for re-rental and has been vacant for more than 60 consecutive days [24 CFR 945.303(c)(2)].

The decision of any disabled family or elderly family not to occupy or accept occupancy in designated housing shall not have an adverse affect on their admission or continued occupancy in public housing or their position on or placement on the waiting list. However, this protection does not apply to any family who refuses to occupy or accept occupancy in designated housing because of the race, color, religion, sex, disability, familial status, or national origin of the occupants of the designated housing or the surrounding area [24 CFR 945.303(d)(1) and (2)].

This protection does apply to an elderly family or disabled family that declines to accept occupancy, respectively, in a designated project for elderly families or for disabled families, and requests occupancy in a general occupancy project or in a mixed population project [24 CFR 945.303(d)(3)].

PHA Policy

SAHA will request elderly only designations as required to meet its obligations under new agreements, as necessary.

All current properties are non-designated.

Deconcentration of Poverty and Income-Mixing [24 CFR 903.1 and 903.2]

The PHA's admission policy must be designed to provide for deconcentration of poverty and income-mixing by bringing higher income tenants into lower income projects and lower income tenants into higher income projects. A statement of the PHA's deconcentration policies must be in included in its annual plan [24 CFR 903.7(b)].

The PHA's deconcentration policy must comply with its obligation to meet the income targeting requirement [24 CFR 903.2(c)(5)].

Developments subject to the deconcentration requirement are referred to as 'covered developments' and include general occupancy (family) public housing developments. The following developments are not subject to deconcentration and income mixing requirements: developments operated by a PHA with fewer than 100 public housing units; mixed population or developments designated specifically for elderly or disabled families; developments operated by a PHA with only one general occupancy development; developments approved for demolition or for conversion to tenant-based public housing; and developments approved for a mixed-finance plan using HOPE VI or public housing funds [24 CFR 903.2(b)].

Steps for Implementation [24 CFR 903.2(c)(1)]

To implement the statutory requirement to deconcentrate poverty and provide for income mixing in covered developments, the PHA must comply with the following steps:

Step 1. The PHA must determine the average income of all families residing in all the PHA's covered developments. The PHA may use the median income, instead of average income, provided that the PHA includes a written explanation in its annual plan justifying the use of median income.

PHA Policy

The PHA will determine the average income of all families in all covered developments on an annual basis.

Step 2. The PHA must determine the average income (or median income, if median income was used in Step 1) of all families residing in each covered development. In determining average income for each development, the PHA has the option of adjusting its income analysis for unit size in accordance with procedures prescribed by HUD.

PHA Policy

The PHA will determine the average income of all families residing in each covered development (not adjusting for unit size) on an annual basis.

Step 3. The PHA must then determine whether each of its covered developments falls above, within, or below the established income range (EIR), which is from 85% to 115% of the average family income determined in Step 1. However, the upper limit must never be less than the income at which a family would be defined as an extremely low income family (30% of median income).

Step 4. The PHA with covered developments having average incomes outside the EIR must then determine whether or not these developments are consistent with its local goals and annual plan.

Step 5. Where the income profile for a covered development is not explained or justified in the annual plan submission, the PHA must include in its admission policy its specific policy to provide for deconcentration of poverty and income mixing.

Depending on local circumstances the PHA's deconcentration policy may include, but is not limited to the following:

- Providing incentives to encourage families to accept units in developments where their income level is needed, including rent incentives, affirmative marketing plans, or added amenities
- Targeting investment and capital improvements toward developments with an average income below the EIR to encourage families with incomes above the EIR to accept units in those developments
- Establishing a preference for admission of working families in developments below the EIR
- Skipping a family on the waiting list to reach another family in an effort to further the goals of deconcentration
- Providing other strategies permitted by statute and determined by the PHA in consultation
 with the residents and the community through the annual plan process to be responsive to
 local needs and PHA strategic objectives

A family has the sole discretion whether to accept an offer of a unit made under the PHA's deconcentration policy. The PHA must not take any adverse action toward any eligible family for choosing not to accept an offer of a unit under the PHA's deconcentration policy [24 CFR 903.2(c)(4)].

If, at annual review, the average incomes at all general occupancy developments are within the EIR, the PHA will be considered to be in compliance with the deconcentration requirement and no further action is required.

PHA Policy

For developments outside the EIR the PHA will take the following actions to provide for deconcentration of poverty and income mixing:

The PHA will monitor progress in meeting the ELI requirement throughout the fiscal year. ELI families will be selected ahead of other eligible families on an as-needed basis to ensure that the income-targeting requirement is met. Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments by targeting households on the waiting list that contribute to meeting income requirements.

Order of Selection [24 CFR 960.206(e)]

The PHA system of preferences may select families either according to the date and time of application or by a random selection process.

PHA Policy

Families will be selected from the waiting list based on preference date and time

Among applicants with the same preference, families will be selected on a first-come, first-served basis according to the date and time their complete application is received by the PHA.

When selecting applicants from the waiting list the PHA will match the characteristics of the available unit (unit size, accessibility features, unit type) to the applicants on the waiting lists. The PHA will offer the unit to the highest ranking applicant who qualifies for that unit size or type, or that requires the accessibility features. Effective 7/1/08 all 0 and 1 bedroom units will be combined on the elderly, family and accessible waiting lists.

By matching unit and family characteristics, it is possible that families who are lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application or higher preference status.

Factors such as deconcentration or income mixing and income targeting will also be considered in accordance with HUD requirements and PHA policy.

4-III.C. NOTIFICATION OF SELECTION

When the family has been selected from the waiting list, the PHA must notify the family.

PHA Policy

The PHA will notify the family by first class mail when it is selected from the waiting list.

The notice will inform the family of the following:

Location of apartments with current vacancies, and the procedures for scheduling the interview

Who is required to attend the interview

Documents that must be provided at the interview to document the legal identity of household members, including information about what constitutes acceptable documentation

Documents that must be provided at the interview to document eligibility for a preference, if applicable

Other documents and information that should be brought to the interview

If a notification letter is returned to the PHA with no forwarding address, the family will be removed from the waiting list without further notice. Such failure to act on the part of the applicant prevents the PHA from making an eligibility determination; therefore no informal hearing will be offered.

4-III.D. THE APPLICATION INTERVIEW

HUD recommends that the PHA obtain the information and documentation needed to make an eligibility determination through a private interview. Being invited to attend an interview does not constitute admission to the program.

Reasonable accommodation must be made for persons with disabilities who are unable to attend an interview due to their disability [24 CFR 8.4(a) and 24 CFR 100.204(a)].

PHA Policy

Families selected from the waiting list are required to participate in an eligibility interview.

The head of household and the spouse/cohead will be strongly encouraged to attend the interview together. However, either the head of household or the spouse/cohead may attend the interview on behalf of the family. Verification of information pertaining to adult members of the household not present at the interview will not begin until signed release forms are returned to the PHA.

The interview will be conducted only if the head of household or spouse/cohead provides appropriate documentation of legal identity (Chapter 7 provides a discussion of proper documentation of legal identity). If the family representative does not provide the required documentation, the appointment may be rescheduled when the proper documents have been obtained.

If the family is claiming a waiting list preference, the family must provide documentation to verify their eligibility for a preference (see Chapter 7). If the family is verified as eligible for the preference, the PHA will proceed with the interview. If the PHA determines the family is not eligible for the preference, the interview will not proceed and the family will be placed back on the waiting list according to the date and time of their application.

The family must provide the information necessary to establish the family's eligibility, including suitability, and to determine the appropriate amount of rent the family will pay. The family must also complete required forms, provide required signatures, and submit required documentation. If any materials are missing, the PHA will provide the family with a written list of items that must be submitted.

Any required documents or information that the family is unable to provide at the interview must be provided within 10 business days of the interview (Chapter 7 provides details about longer submission deadlines for particular items, including documentation of Social Security numbers and eligible noncitizen status). If the family is unable to obtain the information or materials within the required time frame, the family may request an extension. If the required documents and information are not provided within the required time frame (plus any extensions), the family will be sent a notice of denial (see Chapter 3).

An advocate, interpreter, or other assistant may assist the family with the application and the interview process.

Interviews will be conducted in English. For limited English proficient (LEP) applicants, the PHA will provide translation services in accordance with the PHA's LEP plan.

If the family is unable to attend a scheduled interview, the family should contact the PHA in advance of the interview to schedule a new appointment. In all circumstances, if a family does not attend a scheduled interview, the PHA will send another notification letter with a new interview appointment time. Applicants who fail to attend two scheduled interviews without PHA approval will have their applications made inactive based on the family's failure to supply information needed to determine eligibility. The second appointment letter will state that failure to appear for the appointment without a request to reschedule will be interpreted to mean that the family is no longer interested and their application will be made inactive. Such failure to act on the part of the applicant prevents the PHA from making an eligibility determination, therefore the PHA will not offer an informal hearing.

4-III.E. FINAL ELIGIBILITY DETERMINATION [24 CFR 960.208]

The PHA must verify all information provided by the family (see Chapter 7). Based on verified information related to the eligibility requirements, including PHA suitability standards, the PHA must make a final determination of eligibility (see Chapter 3).

When a determination is made that a family is eligible and satisfies all requirements for admission, including tenant selection criteria, the applicant must be notified of the approximate date of occupancy insofar as that date can be reasonably determined [24 CFR 960.208(b)].

PHA Policy

The PHA will notify a family at the time of the application interview of their eligibility and will provide the approximate date of occupancy insofar as that date can be reasonably determined.

The PHA must promptly notify any family determined to be ineligible for admission of the basis for such determination, and must provide the applicant upon request, within a reasonable time after the determination is made, with an opportunity for an informal hearing on such determination [24 CFR 960.208(a)].

PHA Policy

If the PHA determines that the family is ineligible, the PHA will send written notification of the ineligibility determination within 10 business days of the determination. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal hearing (see Chapter 14).

If the PHA uses a criminal record or sex offender registration information obtained under 24 CFR 5, Subpart J, as the basis of a denial, a copy of the record must precede the notice to deny, with an opportunity for the applicant to dispute the accuracy and relevance of the information before the PHA can move to deny the application. See Section 3-III.G for the PHA's policy regarding such circumstances.

Chapter 5

OCCUPANCY STANDARDS AND UNIT OFFERS

INTRODUCTION

The PHA must establish policies governing occupancy of dwelling units and offering dwelling units to qualified families.

This chapter contains policies for assigning unit size and making unit offers. The PHA's waiting list and selection policies are contained in Chapter 4. Together, Chapters 4 and 5 of the ACOP comprise the PHA's Tenant Selection and Assignment Plan (TSAP).

Policies in this chapter are organized in two parts.

<u>Part I: Occupancy Standards</u>. This part contains the PHA's standards for determining the appropriate unit size for families of different sizes and types.

<u>Part II: Unit Offers</u>. This part contains the PHA's policies for making unit offers, and describes actions to be taken when unit offers are refused.

PART I: OCCUPANCY STANDARDS

5-I.A. OVERVIEW

Occupancy standards are established by the PHA to ensure that units are occupied by families of the appropriate size. This policy maintains the maximum usefulness of the units, while preserving them from excessive wear and tear or underutilization. Part I of this chapter explains the occupancy standards. These standards describe the methodology and factors the PHA will use to determine the size unit for which a family qualifies, and includes the identification of the minimum and maximum number of household members for each unit size. This part also identifies circumstances under which an exception to the occupancy standards may be approved.

5-I.B. DETERMINING UNIT SIZE

In selecting a family to occupy a particular unit, the PHA may match characteristics of the family with the type of unit available, for example, number of bedrooms [24 CFR 960.206(c)].

HUD does not specify the number of persons who may live in public housing units of various sizes. PHAs are permitted to develop appropriate occupancy standards as long as the standards do not have the effect of discriminating against families with children [PH Occ GB, p. 62].

Although the PHA does determine the size of unit the family qualifies for under the occupancy standards, the PHA does not determine who shares a bedroom/sleeping room.

The PHA's occupancy standards for determining unit size must be applied in a manner consistent with fair housing requirements.

PHA Policy

The PHA will use the same occupancy standards for each of its developments.

The PHA's occupancy standards are as follows:

The PHA will assign one bedroom for each two persons within the household, except in the following circumstances:

Persons of the opposite sex (other than spouses, and children under age 5) will not be required to share a bedroom.

Persons of different generations will not be required to share a bedroom.

Live-in aides will be allocated a separate bedroom. No additional bedrooms will be provided for the live-in aide's family.

Families (with one person) will be allocated a zero or one bedroom.

Foster children will be included in determining unit size.

The PHA will reference the following standards in determining the appropriate unit bedroom size for a family:

BEDROOM SIZE	MINIMUM NUMBER OF PERSONS	MAXIMUM NUMBER OF PERSONS
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	6	10
6	8	12

5-I.C. EXCEPTIONS TO OCCUPANCY STANDARDS

Types of Exceptions

PHA Policy

The PHA will consider granting exceptions to the occupancy standards at the family's request if the PHA determines the exception is justified by the relationship, age, sex, health or disability of family members, or other personal circumstances.

For example, an exception may be granted if a larger bedroom size is needed for medical equipment due to its size and/or function, or as a reasonable accommodation for a person with disabilities. An exception may also be granted for a smaller bedroom size in cases where the number of household members exceeds the maximum number of persons allowed for the unit size in which the family resides (according to the chart in Section 5-I.B) and the family does not want to transfer to a larger size unit.

When evaluating exception requests the PHA will consider the size and configuration of the unit. In no case will the PHA grant an exception that is in violation of local housing or occupancy codes, regulations or laws.

Requests from applicants to be placed on the waiting list for a unit size smaller than designated by the occupancy standards will be approved as long as the unit is not overcrowded according to local code, and the family agrees not to request a transfer for a period of two years from the date of admission, unless they have a subsequent change in family size or composition.

To prevent vacancies, the PHA may provide an applicant family with a larger unit than the occupancy standards permit. However, in these cases the family must agree to move to a suitable, smaller unit when another family qualifies for the larger unit and there is an appropriate size unit available for the family to transfer to.

Processing of Exceptions

PHA Policy

All requests for exceptions to the occupancy standards must be submitted in writing.

In the case of a request for exception as a reasonable accommodation, the PHA will encourage the resident to make the request in writing using a reasonable accommodation request form. However, the PHA will consider the exception request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted.

Requests for a larger size unit must explain the need or justification for the larger size unit, and must include appropriate documentation. Requests based on health-related reasons must be verified by a knowledgeable professional source, unless the disability and the disability-related request for accommodation is readily apparent or otherwise known.

The PHA will notify the family of its decision within 10 business days of receiving the family's request.

PART II: UNIT OFFERS

24 CFR 1.4(b)(2)(ii); 24 CFR 960.208

5-II.A. OVERVIEW

The PHA must assign eligible applicants to dwelling units in accordance with a plan that is consistent with civil rights and nondiscrimination.

In filling an actual or expected vacancy, the PHA must offer the dwelling unit to an applicant in the appropriate sequence. The PHA will offer the unit until it is accepted. This section describes the PHA's policies with regard to the number of unit offers that will be made to applicants selected from the waiting list. This section also describes the PHA's policies for offering units with accessibility features.

PHA Policy

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

5-II.B. NUMBER OF OFFERS

PHA Policy

The PHA has adopted an "all available units" for offering vacant units to applicants. Under this plan, the PHA will determine how many locations within its jurisdiction have available units of suitable size and type in the appropriate type of project. The number of unit offers will be based on the number of available units. Applicants will be sent a letter by first class mail with the locations of available units. The letter will indicate that the units are being offered on a first come first served basis. If all the units that were originally offered have all been leased the applicant will be made additional offers.

Applicants have 10 days to select a development and schedule/complete the eligibility interview.

If more than one unit of the appropriate type and size is available at a location, the first unit to be offered will be the first unit that is ready for occupancy.

<u>If the family fails to respond, a Withdrawal Notice will be mailed to the address on record.</u>

The second letter will inform the family that failure to respond will result in their removal from the waiting list without further notice.

The withdrawal notice will inform the applicant family that failure to select a unit within 10 days of the date of the notice will result in the removal of their name from the waiting list.

5-II.C. TIME LIMIT FOR UNIT OFFER ACCEPTANCE OR REFUSAL

PHA Policy

Applicants must accept or refuse a unit offer within 3 business days of the date of the unit offer.

5-II.D. REFUSALS OF UNIT OFFERS

Good Cause for Unit Refusal

An elderly or disabled family may decline an offer for designated housing. Such a refusal must not adversely affect the family's position on or placement on the public housing waiting list [24 CFR 945.303(d)].

PHA Policy

Applicants may refuse to accept a unit offer for "good cause." Good cause includes situations in which an applicant is willing to move but is unable to do so at the time of the unit offer, or the applicant demonstrates that acceptance of the offer would cause undue hardship not related to considerations of the applicant's race, color, national origin, etc. [PH Occ GB, p. 104]. Examples of good cause for refusal of a unit offer include, but are not limited to, the following:

Inaccessibility to source of employment, education, or job training, children's day care, or educational program for children with disabilities, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities

The family demonstrates to the PHA's satisfaction that accepting the offer will place a family member's life, health or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption

A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application) or live-in aide necessary to the care of the principal household member

The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move

The unit has lead-based paint and the family includes children under the age of six

In the case of a unit refusal for good cause the applicant will not be removed from the waiting list as described later in this section. The applicant will remain at the top of the waiting list until the family receives an offer for which they do not have good cause to refuse.

The PHA will require documentation of good cause for unit refusals.

Unit Refusal Without Good Cause

PHA Policy

When an applicant rejects the final unit offer without good cause, the PHA will remove the applicant's name from the waiting list and send notice to the family of such removal. The notice will inform the family of their right to request an informal hearing and the process for doing so (see Chapter 14).

The applicant may reapply for assistance if the waiting list is open. If the waiting list is not open, the applicant must wait to reapply until the PHA opens the waiting list.

5-II.E. ACCESSIBLE UNITS [24 CFR 8.27]

PHAs must adopt suitable means to assure that information regarding the availability of accessible units reaches eligible individuals with disabilities, and take reasonable nondiscriminatory steps to maximize the utilization of such units by eligible individuals whose disability requires the accessibility features of a particular unit.

When an accessible unit becomes vacant, before offering such units to a non-disabled applicant the PHA must offer such units:

- First, to a current resident of another unit of the same development, or other public housing development under the PHA's control, who has a disability that requires the special features of the vacant unit and is occupying a unit not having such features, or if no such occupant exists, then
- Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features
 of the vacant unit.

When offering an accessible unit to an applicant not having a disability requiring the accessibility features of the unit, the PHA may require the applicant to agree (and may incorporate this agreement in the lease) to move to a non-accessible unit when available.

PHA Policy

Families requiring an accessible unit may be over-housed in such a unit if there are no resident or applicant families of the appropriate size who also require the accessible features of the unit.

When there are no resident or applicant families requiring the accessible features of the unit, including families who would be over-housed, the PHA will offer the unit to a non-disabled applicant.

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

5-II.F. DESIGNATED HOUSING

When applicable, the PHA's policies for offering units designated for elderly families only or for disabled families only are described in the PHA's Designated Housing Plan.

Chapter 6

INCOME AND RENT DETERMINATIONS

[24 CFR Part 5, Subparts E and F; 24 CFR 960, Subpart C]

INTRODUCTION

A family's income determines eligibility for assistance and is also used to calculate the family's rent payment. The PHA will use the policies and methods described in this chapter to ensure that only eligible families receive assistance and that no family pays more or less than its obligation under the regulations. This chapter describes HUD regulations and PHA policies related to these topics in three parts as follows:

<u>Part I: Annual Income</u>. HUD regulations specify the sources of income to include and exclude to arrive at a family's annual income. These requirements and PHA policies for calculating annual income are found in Part I.

<u>Part II: Adjusted Income.</u> Once annual income has been established HUD regulations require the PHA to subtract from annual income any of five mandatory deductions for which a family qualifies. These requirements and PHA policies for calculating adjusted income are found in Part II.

<u>Part III: Calculating Rent</u>. This part describes the statutory formula for calculating total tenant payment (TTP), the use of utility allowances, and the methodology for determining family rent payment. Also included here are flat rents and the family's choice in rents.

PART I: ANNUAL INCOME

6-I.A. OVERVIEW

The general regulatory definition of annual income shown below is from 24 CFR 5.609.

5.609 Annual income.

- (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 paragraph [5.609(c)].
- (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

In addition to this general definition, HUD regulations establish policies for treating specific types of income and assets. The full texts of those portions of the regulations are provided in exhibits at the end of this chapter as follows:

- Annual Income Inclusions (Exhibit 6-1)
- Annual Income Exclusions (Exhibit 6-2)
- Treatment of Family Assets (Exhibit 6-3)
- Earned Income Disallowance (Exhibit 6-4)
- The Effect of Welfare Benefit Reduction (Exhibit 6-5)

Sections 6-I.B and 6-I.C discuss general requirements and methods for calculating annual income. The rest of this section describes how each source of income is treated for the purposes of determining annual income. HUD regulations present income inclusions and exclusions separately [24 CFR 5.609(b) and 24 CFR 5.609(c)]. In this ACOP, however, the discussions of income inclusions and exclusions are integrated by topic (e.g., all policies affecting earned income are discussed together in section 6-I.D). Verification requirements for annual income are discussed in Chapter 7.

6-I.B. HOUSEHOLD COMPOSITION AND INCOME

Income received by all family members must be counted unless specifically excluded by the regulations. It is the responsibility of the head of household to report changes in family composition. The rules on which sources of income are counted vary somewhat by family member. The chart below summarizes how family composition affects income determinations.

Summary of Income Included and Excluded by Person	
Live-in aides	Income from all sources is excluded [24 CFR 5.609(c)(5)].
Foster child or foster adult	Income from all sources is excluded [24 CFR 5.609(a)(1)].
Head, spouse, or cohead	All sources of income not specifically excluded by the regulations are
Other adult family members	included.
Children under 18 years of age	Employment income is excluded [24 CFR 5.609(c)(1)].
	All other sources of income, except those specifically excluded by the
	regulations, are included.
Full-time students 18 years of age or	Employment income above \$480/year is excluded [24 CFR
older (not head, spouse, or cohead)	5.609(c)(11)].
	All other sources of income, except those specifically excluded by the
	regulations, are included.

Temporarily Absent Family Members

The income of family members approved to live in the unit will be counted, even if the family member is temporarily absent from the unit [HCV GB, p. 5-18].

PHA Policy

Generally an individual who is or is expected to be absent from the assisted unit for 90 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally an individual who is or is expected to be absent from the assisted unit for more than 90 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

Absent Students

PHA Policy

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to the PHA indicating that the student has established a separate household or the family declares that the student has established a separate household.

Absences Due to Placement in Foster Care

Children temporarily absent from the home as a result of placement in foster care are considered members of the family [24 CFR 5.403].

PHA Policy

If a child has been placed in foster care, the PHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

Absent Head, Spouse, or Cohead

PHA Policy

An employed head, spouse, or cohead absent from the unit more than 90 consecutive days due to employment will continue to be considered a family member.

Individuals Confined for Medical Reasons

PHA Policy

An individual confined to a nursing home or hospital on a permanent basis is not considered a family member.

If there is a question about the status of a family member, the PHA will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

Joint Custody of Children

PHA Policy

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or resident family 50 percent or more of the time.

When more than one applicant or assisted family (regardless of program) are claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the PHA will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the child for income tax purposes.

Caretakers for a Child

PHA Policy

If neither a parent nor a designated guardian remains in a household receiving assistance, the PHA will take the following actions.

If a responsible agency has determined that another adult is to be brought into the unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.

If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 days. After the 90 days has elapsed, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker's role is temporary. In such cases the PHA will extend the caretaker's status as an eligible visitor.

At any time that custody or guardianship legally has been awarded to a caretaker, the lease will be transferred to the caretaker, as head of household.

During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify the family for any deductions from income.

6-I.C. ANTICIPATING ANNUAL INCOME

The PHA is required to count all income "anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date" [24 CFR 5.609(a)(2)]. Policies related to anticipating annual income are provided below.

Basis of Annual Income Projection

The PHA generally will use current circumstances to determine anticipated income for the coming 12-month period. HUD authorizes the PHA to use other than current circumstances to anticipate income when:

- An imminent change in circumstances is expected [HCV GB, p. 5-17]
- It is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income) [24 CFR 5.609(d)]
- The PHA believes that past income is the best available indicator of expected future income [24 CFR 5.609(d)] <u>PHA Policy</u>

When the PHA cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), the PHA will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income. Anytime current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the file. In all such cases the family may present information and documentation to the PHA to show why the historic pattern does not represent the family's anticipated income.

Known Changes in Income

If the PHA verifies an upcoming increase or decrease in income, annual income will be calculated by applying each income amount to the appropriate part of the 12-month period.

Example: An employer reports that a full-time employee who has been receiving \$6/hour will begin to receive \$6.25/hour in the eighth week after the effective date of the reexamination. In such a case the PHA would calculate annual income as follows: $(\$6/hour \times 40 \text{ hours} \times 7 \text{ weeks}) + (\$6.25 \times 40 \text{ hours} \times 45 \text{ weeks})$.

The family may present information that demonstrates that implementing a change before its effective date would create a hardship for the family. In such cases the PHA will calculate annual income using current circumstances and then require an interim reexamination when the change actually occurs. This requirement will be imposed even if the PHA's policy on reexaminations does not require interim reexaminations for other types of changes.

Using Up-Front Income Verification (UIV) to Project Income

HUD strongly recommends the use of up-front income verification (UIV). UIV is "the verification of income, before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals" [PIH Notice 2004-01 Verification Guidance ("VG"), p. 7].

HUD allows PHAs to use UIV information in conjunction with family-provided documents to anticipate income. PHA Policy

PHA procedures for anticipating annual income will include the use of UIV methods approved by HUD in conjunction with family-provided documents dated within the last 60 days of the PHA interview date. The PHA will follow "HUD Guidelines for Projecting Annual Income When Up-Front Income Verification (UIV) Data Is Available" in handling differences between UIV and family-provided income data. The guidelines depend on whether a difference is substantial or not. HUD defines *substantial difference* as a difference of \$200 or more per month.

No Substantial Difference. If UIV information for a particular income source differs from the information provided by a family by less than \$200 per month, the PHA will follow these guidelines:

If the UIV figure is less than the family's figure, the PHA will use the family's information.

If the UIV figure is more than the family's figure, the PHA will use the UIV data unless the family provides documentation of a change in circumstances to explain the discrepancy (e.g., a reduction in work hours). Upon receipt of acceptable family-provided documentation of a change in circumstances, the PHA will use the family-provided information.

Substantial Difference. If UIV information for a particular income source differs from the information provided by a family by \$200 or more per month, the PHA will follow these guidelines:

The PHA will request written third-party verification from the discrepant income source in accordance with 24 CFR 5.236(b)(3)(i).

When the PHA cannot readily anticipate income (e.g., in cases of seasonal employment, unstable working hours, or suspected fraud), the PHA will review historical income data for patterns of employment, paid benefits, and receipt of other income.

The PHA will analyze all UIV, third-party, and family-provided data and attempt to resolve the income discrepancy.

The PHA will use the most current verified income data and, if appropriate, historical income data to calculate anticipated annual income.

6-I.D. EARNED INCOME

Types of Earned Income Included in Annual Income Wages and Related Compensation [24 CFR 5.609(b)(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 is included in annual income.

PHA Policy

For persons who regularly receive bonuses or commissions, the PHA will verify and then average amounts received for the two years preceding admission or reexamination. If only a one-year history is available, the PHA will use the prior year amounts. In either case the family may provide, and the PHA will consider, a credible justification for not using this history to anticipate future bonuses or commissions. If a new employee has not yet received any bonuses or commissions, the PHA will count only the amount estimated by the employer.

Some Types of Military Pay

All regular pay, special pay and allowances of a member of the Armed Forces are counted [24 CFR 5.609(b)(8)] except for the special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(c)(7)].

Types of Earned Income Not Counted in Annual Income

Temporary, Nonrecurring, or Sporadic Income [24 CFR 5.609(c)(9)]

This type of income (including gifts) is not included in annual income.

PHA Policy

Sporadic income is income that is not received periodically and cannot be reliably predicted. For example, the income of an individual who works occasionally as a handyman would be considered sporadic if future work could not be anticipated and no historic, stable pattern of income existed.

Children's Earnings [24 CFR 5.609(c)(1)]

Employment income earned by children (including foster children) under the age of 18 years is not included in annual income. (See Eligibility chapter for a definition of *foster children*.)

Certain Earned Income of Full-Time Students

Earnings in excess of \$480 for each full-time student 18 years old or older (except for the head, spouse, or cohead) are not counted [24 CFR 5.609(c)(11)]. To be considered "full-time," a student must be considered "full-time" by an educational institution with a degree or certificate program [HCV GB, p. 5-29].

Income of a Live-in Aide.

Income earned by a live-in aide, as defined in [24 CFR 5.403], is not included in annual income [24 CFR 5.609(c)(5)]. (See Eligibility chapter for a full discussion of live-in aides.)

Income Earned under Certain Federal Programs [24 CFR 5.609(c)(17)]

Income from some federal programs is specifically excluded from consideration as income, including:

- Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)
- Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b))
- Awards under the federal work-study program (20 U.S.C. 1087 uu)
- Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))
- Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))
- Allowances, earnings, and payments to participants in programs funded under the Workforce Investment Act of 1998 (29 U.S.C. 2931)

Resident Service Stipend [24 CFR 5.600(c)(8)(iv)]

Amounts received under a resident service stipend are not included in annual income. A resident service stipend is a modest amount (not to exceed \$200 per individual per month) received by a resident for performing a service for the PHA, 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.

State and Local Employment Training Program

Incremental earnings and benefits to any family member resulting from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff are excluded from annual income. 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 training program [24 CFR 5.609(c)(8)(v)].

PHA Policy

The PHA defines *training program* as "a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period of time. It is designed to lead to a higher level of proficiency, and it enhances the individual's ability to obtain employment. It may have performance standards to measure proficiency. Training may include, but is not limited to: (1) classroom training in a specific occupational skill, (2) on-the-job training with wages subsidized by the program, or (3) basic education" [expired Notice PIH 98-2, p. 3].

The PHA defines *incremental earnings and benefits* as the difference between (1) the total amount of welfare assistance and earnings of a family member prior to enrollment in a training program and (2) the total amount of welfare assistance and earnings of the family member after enrollment in the program [expired Notice PIH 98-2, pp. 3–4].

In calculating the incremental difference, the PHA will use as the pre-enrollment income the total annualized amount of the family member's welfare assistance and earnings reported on the family's most recently completed HUD-50058.

End of participation in a training program must be reported in accordance with the PHA's interim reporting requirements (see chapter on reexaminations).

HUD-Funded Training Programs

Amounts received under training programs funded in whole or in part by HUD [24 CFR 5.609(c)(8)(i)] are excluded from annual income. Eligible sources of funding for the training include operating subsidy, Section 8 administrative fees, and modernization, Community Development Block Grant (CDBG), HOME program, and other grant funds received from HUD.

PHA Policy

To qualify as a training program, the program must meet the definition of *training program* provided above for state and local employment training programs.

Earned Income Tax Credit. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)), are excluded from annual income [24 CFR 5.609(c)(17)]. Although many families receive the EITC annually when they file taxes, an EITC can also be received throughout the year. The prorated share of the annual EITC is included in the employee's payroll check.

Earned Income Disallowance. The earned income disallowance is discussed in section 6-I.E below.

6-I.E. EARNED INCOME DISALLOWANCE [24 CFR 960.255]

The earned income disallowance (EID) encourages people to enter the work force by not including the full value of increases in earned income for a period of time. The full text of 24 CFR 960.255 is included as Exhibit 6-4 at the end of this chapter. Eligibility criteria and limitations on the disallowance are summarized below.

Eligibility

This disallowance applies only to individuals in families already participating in the public housing program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

- Employment of a family member who was previously unemployed for one or more years prior to employment. *Previously unemployed* includes a person who annually has earned not more than the minimum wage applicable to the community multiplied by 500 hours. The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage.
- Increased earnings by a family member whose earnings increase during participation in an economic self-sufficiency or job-training program. A self-sufficiency program includes a program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work to such families [24 CFR 5.603(b)].
- New employment or increased earnings by a family member who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six months. If the benefits are received in the form of monthly maintenance, there is no minimum amount. If the benefits or services are received in a form other than monthly maintenance, such as one-time payments, wage subsidies, or transportation assistance, the total amount received over the six-month period must be at least \$500.

Calculation of the Disallowance

Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member's current income with his or her "prior income."

PHA Policy

The PHA defines *prior income*, or *prequalifying income*, as the family member's last certified income prior to qualifying for the EID.

The family member's prior, or prequalifying, income remains constant throughout the period that he or she is receiving the EID.

Initial 12-Month Exclusion

During the initial 12-month exclusion period, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded. The 12 months are cumulative and need not be consecutive.

PHA Policy

The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.

Second 12-Month Exclusion and Phase-In

During the second 12-month exclusion period, the exclusion is reduced to half (50 percent) of any increase in income attributable to employment or increased earnings. The 12 months are cumulative and need not be consecutive.

Lifetime Limitation

The EID has a four-year (48-month) lifetime maximum. The four-year eligibility period begins at the same time that the initial exclusion period begins and ends 48 months later. The one-time eligibility for the EID applies even if the eligible individual begins to receive assistance from another housing agency, if the individual moves between public housing and Section 8 assistance, or if there are breaks in assistance.

PHA Policy

During the 48-month eligibility period, the PHA will conduct an interim reexamination each time there is a change in the family member's annual income that affects or is affected by the EID (e.g., when the family member's income falls to a level at or below his/her prequalifying income, when one of the exclusion periods ends, and at the end of the lifetime maximum eligibility period).

Individual Savings Accounts [24 CFR 960.255(d)]

PHA Policy

The PHA chooses not to establish a system of individual savings accounts (ISAs).

The following rules pertaining to ISAs do not apply to this public housing program. A qualified family paying income-based rent may choose an ISA instead of being given the EID. The PHA must advise the family that the ISA option is available. Families who choose the ISA will pay the higher rent and the PHA will deposit the difference between the higher rent and the EID rent in the savings account. Amounts deposited to ISAs may only be withdrawn for the following reasons:

- Because the family is purchasing a home
- To pay education costs of family members
- Because the family is moving out of public or assisted housing
- To pay any other expenses the PHA authorizes to promote economic self-sufficiency

The PHA is required to maintain ISAs in interest bearing accounts, for which the family is credited with interest earned. The PHA may not charge the family a fee for maintaining the account.

At least once each year the PHA must provide the family with a statement of the balance in their account, including any interest earned, if required by state law.

If the family moves out of public housing, the PHA must return the balance in the family's ISA, less any amounts the family owes the PHA.

6-I.F. BUSINESS INCOME [24 CFR 5.609(b)(2)]

Annual income includes "the net income from the 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 Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family" [24 CFR 5.609(b)(2)].

Business Expenses

Net income is "gross income less business expense" [HCV GB, p. 5-19].

PHA Policy

To determine business expenses that may be deducted from gross income, the PHA will use current applicable Internal Revenue Service (IRS) rules for determining allowable business expenses [see IRS Publication 535], unless a topic is addressed by HUD regulations or guidance as described below.

Business Expansion

HUD regulations do not permit the PHA to deduct from gross income expenses for business expansion.

PHA Policy

Business expansion is defined as any capital expenditures made to add new business activities, to expand current facilities, or to operate the business in additional locations. For example, purchase of a street sweeper by a construction business for the purpose of adding street cleaning to the services offered by the business would be considered a business expansion. Similarly, the purchase of a property by a hair care business to open at a second location would be considered a business expansion.

Capital Indebtedness

HUD regulations do not permit the PHA to deduct from gross income the amortization of capital indebtedness.

PHA Policy

Capital indebtedness is defined as the principal portion of the payment on a capital asset such as land, buildings, and machinery. This means the PHA will allow as a business expense interest, but not principal, paid on capital indebtedness.

Negative Business Income

If the net income from a business is negative, no business income will be included in annual income; a negative amount will not be used to offset other family income.

Withdrawal of Cash or Assets from a Business

HUD regulations require the PHA to include in annual income the withdrawal of cash or assets from the operation of a business or profession unless the withdrawal reimburses a family member for cash or assets invested in the business by the family.

PHA Policy

Acceptable investments in a business include cash loans and contributions of assets or equipment. For example, if a member of a tenant family provided an up-front loan of \$2,000 to help a business get started, the PHA will not count as income any withdrawals from the business up to the amount of this loan until the loan has been repaid. Investments do not include the value of labor contributed to the business without compensation.

Co-owned Businesses

PHA Policy

If a business is co-owned with someone outside the family, the family must document the share of the business it owns. If the family's share of the income is lower than its share of ownership, the family must document the reasons for the difference.

6-I.G. ASSETS [24 CFR 5.609(b)(3) and 24 CFR 5.603(b)]

Overview

There is no asset limitation for participation in the public housing program. However, HUD requires that the PHA include in annual income the "interest, dividends, and other net income of any kind from real or personal property" [24 CFR 5.609(b)(3)]. This section discusses how the income from various types of assets is determined. For most types of assets, the PHA must determine the value of the asset in order to compute income from the asset. Therefore, for each asset type, this section discusses:

- How the value of the asset will be determined
- How income from the asset will be calculated

Exhibit 6-1 provides the regulatory requirements for calculating income from assets [24 CFR 5.609(b)(3)], and Exhibit 6-3 provides the regulatory definition of *net family assets*. This section begins with a discussion of general policies related to assets and then provides HUD rules and PHA policies related to each type of asset.

General Policies

Income from Assets

The PHA generally will use current circumstances to determine both the value of an asset and the anticipated income from the asset. As is true for all sources of income, HUD authorizes the PHA to use other than current circumstances to anticipate income when (1) an imminent change in circumstances is expected (2) it is not feasible to anticipate a level of income over 12 months or (3) the PHA believes that past income is the best indicator of anticipated income. For example, if a family member owns real property that typically receives rental income but the property is currently vacant, the PHA can take into consideration past rental income along with the prospects of obtaining a new tenant.

PHA Policy

Any time current circumstances are not used to determine asset income, a clear rationale for the decision will be documented in the file. In such cases the family may present information and documentation to the PHA to show why the asset income determination does not represent the family's anticipated asset income.

Valuing Assets

The calculation of asset income sometimes requires the PHA to make a distinction between an asset's market value and its cash value.

- The market value of an asset is its worth (e.g., the amount a buyer would pay for real estate or the balance in an investment account).
- The cash value of an asset is its market value less all reasonable amounts that would be incurred when converting the asset to cash.

PHA Policy

Reasonable costs that would be incurred when disposing of an asset include, but are not limited to, penalties for premature withdrawal, broker and legal fees, and settlement costs incurred in real estate transactions [HCV GB, p. 5-28 and PH Occ GB, p. 121].

Lump-Sum Receipts

Payments that are received in a single lump sum, such as inheritances, capital gains, lottery winnings, insurance settlements, and proceeds from the sale of property, are generally considered assets, not income. However, such lump-sum receipts are counted as assets only if they are retained by a family in a form recognizable as an asset (e.g., deposited in a savings or checking account) [RHIIP FAQs]. (For a discussion of lump-sum payments that represent the delayed start of a periodic payment, most of which are counted as income, see sections 6-I.H and 6-I.I.)

Imputing Income from Assets [24 CFR 5.609(b)(3)]

When net family assets are \$5,000 or less, the PHA will include in annual income the actual income anticipated to be derived from the assets. When the family has net family assets in excess of \$5,000, the PHA will include in annual income the greater of (1) the actual income derived from the assets or (2) the imputed income. Imputed income from assets is calculated by multiplying the total cash value of all family assets by the current HUD-established passbook savings rate.

Determining Actual Anticipated Income from Assets

It may or may not be necessary for the PHA to use the value of an asset to compute the actual anticipated income from the asset. When the value is required to compute the anticipated income from an asset, the market value of the asset is used. For example, if the asset is a property for which a family receives rental income, the anticipated income is determined by annualizing the actual monthly rental amount received for the property; it is not based on the property's market value. However, if the asset is a savings account, the anticipated income is determined by multiplying the market value of the account by the interest rate on the account.

Withdrawal of Cash or Liquidation of Investments

Any withdrawal of cash or assets from an investment will be included in income except to the extent that the withdrawal reimburses amounts invested by the family. For example, when a family member retires, the amount received by the family from a retirement plan is not counted as income until the family has received payments equal to the amount the family member deposited into the retirement fund.

Jointly Owned Assets

The regulation at 24 CFR 5.609(a)(4) specifies that annual income includes "amounts derived (during the 12-month period) from assets to which any member of the family has access."

PHA Policy

If an asset is owned by more than one person and any family member has unrestricted access to the asset, the PHA will count the full value of the asset. A family member has unrestricted access to an asset when he or she can legally dispose of the asset without the consent of any of the other owners.

If an asset is owned by more than one person, including a family member, but the family member does not have unrestricted access to the asset, the PHA will prorate the asset according to the percentage of ownership. If no percentage is specified or provided for by state or local law, the PHA will prorate the asset evenly among all owners.

Assets Disposed Of for Less than Fair Market Value [24 CFR 5.603(b)]

HUD regulations require the PHA to count as a current asset any business or family asset that was disposed of for less than fair market value during the two years prior to the effective date of the examination/reexamination, except as noted below.

Minimum Threshold

The PHA may set a threshold below which assets disposed of for less than fair market value will not be counted [HCV GB, p. 5-27].

PHA Policy

The PHA will not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than \$1,000.

When the two-year period expires, the income assigned to the disposed asset(s) also expires. If the two-year period ends between annual recertifications, the family may request an interim recertification to eliminate consideration of the asset(s).

Assets placed by the family in nonrevocable trusts are considered assets disposed of for less than fair market value except when the assets placed in trust were received through settlements or judgments.

Separation or Divorce

The regulation also specifies that assets are not considered disposed of for less than fair market value if they are disposed of as part of a separation or divorce settlement and the applicant or tenant receives important consideration not measurable in dollar terms.

PHA Policy

All assets disposed of as part of a separation or divorce settlement will be considered assets for which important consideration not measurable in monetary terms has been received. In order to qualify for this exemption, a family member must be subject to a formal separation or divorce settlement agreement established through arbitration, mediation, or court order.

Foreclosure or Bankruptcy

Assets are not considered disposed of for less than fair market value when the disposition is the result of a foreclosure or bankruptcy sale.

Family Declaration

PHA Policy

Families must sign a declaration form at initial certification and each annual recertification identifying all assets that have been disposed of for less than fair market value or declaring that no assets have been disposed of for less than fair market value. The PHA may verify the value of the assets disposed of if other information available to the PHA does not appear to agree with the information reported by the family.

Types of Assets

Checking and Savings Accounts

For regular checking accounts and savings accounts, *cash value* has the same meaning as *market value*. If a checking account does not bear interest, the anticipated income from the account is zero.

PHA Policy

In determining the value of a checking account, the PHA will use the average monthly balance for the last six months.

In determining the value of a savings account, the PHA will use the current balance.

In determining the anticipated income from an interest-bearing checking or savings account, the PHA will multiply the value of the account by the current rate of interest paid on the account.

Investment Accounts Such as Stocks, Bonds, Saving Certificates, and Money Market Funds

Interest or dividends earned by investment accounts are counted as actual income from assets even when the earnings are reinvested. The cash value of such an asset is determined by deducting from the market value any broker fees, penalties for early withdrawal, or other costs of converting the asset to cash.

PHA Policy

In determining the market value of an investment account, the PHA will use the value of the account on the most recent investment report.

How anticipated income from an investment account will be calculated depends on whether the rate of return is known. For assets that are held in an investment account with a known rate of return (e.g., savings certificates), asset income will be calculated based on that known rate (market value multiplied by rate of earnings). When the anticipated rate of return is not known (e.g., stocks), the PHA will calculate asset income based on the earnings for the most recent reporting period.

Equity in Real Property or Other Capital Investments

Equity (cash value) in a property or other capital asset is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset [HCV GB, p. 5-25 and PH, p. 121].

Equity in real property and other capital investments is considered in the calculation of asset income except for the following types of assets:

- Equity accounts in HUD homeownership programs [24 CFR 5.603(b)]
- Equity in real property when a family member's main occupation is real estate [HCV GB, p. 5-25]. This real
 estate is considered a business asset, and income related to this asset will be calculated as described in section 6I.F.
- Interests in Indian Trust lands [24 CFR 5.603(b)]
- Real property and capital assets that are part of an active business or farming operation [HCV GB, p. 5-25] A family may have real property as an asset in two ways: (1) owning the property itself and (2) holding a mortgage or deed of trust on the property. In the case of a property owned by a family member, the anticipated asset income generally will be in the form of rent or other payment for the use of the property. If the property generates no income, actual anticipated income from the asset will be zero.

In the case of a mortgage or deed of trust held by a family member, the outstanding balance (unpaid principal) is the cash value of the asset. The interest portion only of payments made to the family in accordance with the terms of the mortgage or deed of trust is counted as anticipated asset income.

PHA Policy

In the case of capital investments owned jointly with others not living in a family's unit, a prorated share of the property's cash value will be counted as an asset unless the PHA determines that the family receives no income from the property and is unable to sell or otherwise convert the asset to cash.

Trusts

A *trust* is a legal arrangement generally regulated by state law in which one party (the creator or grantor) transfers property to a second party (the trustee) who holds the property for the benefit of one or more third parties (the beneficiaries).

Revocable Trusts

If any member of a family has the right to withdraw the funds in a trust, the value of the trust is considered an asset [HCV GB, p. 5-25]. Any income earned as a result of investment of trust funds is counted as actual asset income, whether the income is paid to the family or deposited in the trust.

Nonrevocable Trusts

In cases where a trust is not revocable by, or under the control of, any member of a family, the value of the trust fund is not considered an asset. However, any income distributed to the family from such a trust is counted as a periodic payment or a lump-sum receipt, as appropriate [24 CFR 5.603(b)]. (Periodic payments are covered in section 6-I.H. Lump-sum receipts are discussed earlier in this section.)

Retirement Accounts

Company Retirement/Pension Accounts

In order to correctly include or exclude as an asset any amount held in a company retirement or pension account by an employed person, the PHA must know whether the money is accessible before retirement [HCV GB, p. 5-26]. While a family member is employed, only the amount the family member can withdraw without retiring or terminating employment is counted as an asset [HCV GB, p. 5-26].

After a family member retires or terminates employment, any amount distributed to the family member is counted as a periodic payment or a lump-sum receipt, as appropriate [HCV GB, p. 5-26], except to the extent that it represents funds invested in the account by the family member. (For more on periodic payments, see section 6-I.H.) The balance in the account is counted as an asset only if it remains accessible to the family member.

IRA, Keogh, and Similar Retirement Savings Accounts

IRA, Keogh, and similar retirement savings accounts are counted as assets even though early withdrawal would result in a penalty [HCV GB, p. 5-25].

Personal Property

Personal property held as an investment, such as gems, jewelry, coin collections, antique cars, etc., is considered an asset [HCV GB, p. 5-25].

PHA Policy

In determining the value of personal property held as an investment, the PHA will use the family's estimate of the value. However, the PHA also may obtain an appraisal if appropriate to confirm the value of the asset. The family must cooperate with the appraiser but cannot be charged any costs related to the appraisal. Generally, personal property held as an investment generates no income until it is disposed of. If regular income is generated (e.g., income from renting the personal property), the amount that is expected to be earned in the coming year is counted as actual income from the asset.

Necessary items of personal property are not considered assets [24 CFR 5.603(b)].

PHA Policy

Necessary personal property consists of items such as clothing, furniture, household furnishings, jewelry that is not held as an investment, and vehicles, including those specially equipped for persons with disabilities.

Life Insurance

The cash value of a life insurance policy available to a family member before death, such as a whole life or universal life policy, is included in the calculation of the value of the family's assets [HCV GB 5-25]. The cash value is the surrender value. If such a policy earns dividends or interest that the family could elect to receive, the anticipated amount of dividends or interest is counted as income from the asset whether or not the family actually receives it.

6-I.H. PERIODIC PAYMENTS

Periodic payments are forms of income received on a regular basis. HUD regulations specify periodic payments that are and are not included in annual income.

Periodic Payments **Included** in Annual Income

- Periodic payments from sources such as <u>social security</u>, <u>unemployment and welfare</u> <u>assistance</u>, <u>annuities</u>, <u>insurance policies</u>, <u>retirement funds</u>, <u>and pensions</u>. However, periodic payments from retirement accounts, annuities, and similar forms of investments are counted only after they exceed the amount contributed by the family [24 CFR 5.609(b)(4) and (b)(3)].
- <u>Disability or death benefits and lottery receipts</u> paid periodically, rather than in a single lump sum [24 CFR 5.609(b)(4) and HCV, p. 5-14]

Lump-Sum Payments for the Delayed Start of a Periodic Payment

Most lump sums received as a result of delays in processing periodic payments, such as unemployment or welfare assistance, are counted as income. However, lump-sum receipts for the delayed start of periodic social security or supplemental security income (SSI) payments are not counted as income [CFR 5.609(b)(4)].

PHA Policy

When a delayed-start payment is received and reported during the period in which the PHA is processing an annual reexamination, the PHA will adjust the tenant rent retroactively for the period the payment was intended to cover. The family may pay in full any amount due or request to enter into a repayment agreement with the PHA.

See the chapter on reexaminations for information about a family's obligation to report lump-sum receipts between annual reexaminations.

Periodic Payments Excluded from Annual Income

• Payments received for the <u>care of foster children or foster adults</u> (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone) [24 CFR 5.609(c)(2)]

PHA Policy

The PHA will exclude payments for the care of foster children and foster adults only if the care is provided through an official arrangement with a local welfare agency [HCV GB, p. 5-18].

- Amounts paid by a state agency to a family with a <u>member who has a developmental</u> <u>disability and is living at home</u> to offset the cost of services and equipment needed to keep the developmentally disabled family member at home [24 CFR 5.609(c)(16)]
- Amounts received under the <u>Low-Income Home Energy Assistance Program</u> (42 U.S.C. 1626(c)) [24 CFR 5.609(c)(17)]
- Amounts received under the <u>Child Care and Development Block Grant Act of 1990</u> (42 U.S.C. 9858q) [24 CFR 5.609(c)(17)]
- Earned Income Tax Credit (EITC) refund payments (26 U.S.C. 32(j)) [24 CFR 5.609(c)(17)]. *Note:* EITC may be paid periodically if the family elects to receive the amount due as part of payroll payments from an employer.
- Lump sums received as a result of <u>delays in processing Social Security and SSI payments</u> (see section 6-I.J.) [24 CFR 5.609(b)(4)].

6-I.I. PAYMENTS IN LIEU OF EARNINGS

Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay, are counted as income [24 CFR 5.609(b)(5)] if they are received either in the form of periodic payments or in the form of a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment. If they are received in a one-time lump sum (as a settlement, for instance), they are treated as lump-sum receipts [24 CFR 5.609(c)(3)]. (See also the discussion of periodic payments in section 6-I.H and the discussion of lump-sum receipts in section 6-I.G.)

6-I.J. WELFARE ASSISTANCE

Overview

Welfare assistance is counted in annual income. Welfare assistance includes Temporary Assistance for Needy Families (TANF) and any payments to individuals or families based on need that are made under programs funded separately or jointly by federal, state, or local governments [24 CFR 5.603(b)].

Sanctions Resulting in the Reduction of Welfare Benefits [24 CFR 5.615]

The PHA must make a special calculation of annual income when the welfare agency imposes certain sanctions on certain families. The full text of the regulation at 24 CFR 5.615 is provided as Exhibit 6-5. The requirements are summarized below. This rule applies only if a family was a public housing resident at the time the sanction was imposed.

Covered Families

The families covered by 24 CFR 5.615 are those "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" [24 CFR 5.615(b)]

Imputed Income

When a welfare agency imposes a sanction that reduces a family's welfare income because the family commits fraud or fails to comply with the agency's economic self-sufficiency program or work activities requirement, the PHA must include in annual income "imputed" welfare income. The PHA must request that the welfare agency inform the PHA when the benefits of a public housing resident are reduced. The imputed income is the amount the family would have received if the family had not been sanctioned.

This requirement does not apply to reductions in welfare benefits: (1) at the expiration of the lifetime or other time limit on the payment of welfare benefits, (2) if a family member is unable to find employment even though the family member has complied with the welfare agency economic self-sufficiency or work activities requirements, or (3) because a family member has not complied with other welfare agency requirements [24 CFR 5.615(b)(2)]. For special procedures related to grievance hearings based upon the PHA's denial of a family's request to lower rent when the family experiences a welfare benefit reduction, see Chapter 14, Grievances and Appeals.

Offsets

The amount of the imputed income is offset by the amount of additional income the family begins to receive after the sanction is imposed. When the additional income equals or exceeds the imputed welfare income, the imputed income is reduced to zero [24 CFR 5.615(c)(4)].

6-I.K. PERIODIC AND DETERMINABLE ALLOWANCES [24 CFR 5.609(b)(7)]

Annual income includes periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing with a tenant family.

Alimony and Child Support

The PHA must count alimony or child support amounts awarded as part of a divorce or separation agreement. PHA Policy

The PHA will count court-awarded amounts for alimony and child support unless the PHA verifies that (1) the payments are not being made and (2) the family has made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments [HCV GB, pp. 5-23 and 5-47]. Families who do not have court-awarded alimony and child support awards are not required to seek a court award and are not required to take independent legal action to obtain collection.

Regular Contributions or Gifts

The PHA must count as income regular monetary and nonmonetary contributions or gifts from persons not residing with a tenant family [24 CFR 5.609(b)(7)]. Temporary, nonrecurring, or sporadic income and gifts are not counted [24 CFR 5.609(c)(9)].

PHA Policy

Examples of regular contributions include: (1) regular payment of a family's bills (e.g., utilities, telephone, rent, credit cards, and car payments), (2) cash or other liquid assets provided to any family member on a regular basis, and (3) "in-kind" contributions such as groceries and clothing provided to a family on a regular basis.

Nonmonetary contributions will be valued at the cost of purchasing the items, as determined by the PHA. For contributions that may vary from month to month (e.g., utility payments), the PHA will include an average amount based upon past history.

6-I.L. ADDITIONAL EXCLUSIONS FROM ANNUAL INCOME

Other exclusions contained in 24 CFR 5.609(c) that have not been discussed earlier in this chapter include the following:

- Reimbursement of medical expenses [24 CFR 5.609(c)(4)]
- The full amount of <u>student financial assistance</u> paid directly to the student or to the educational institution [24 CFR 5.609(c)(6)], except that in accordance with Section 224 of the FY 2005 Appropriations Act, the portion of any athletic scholarship assistance available for housing costs must be included in annual income [PIH Notice 2005-16].

PHA Policy

Regular financial support from parents or guardians to students for food, clothing personal items, and entertainment **is not** considered student financial assistance and is included **in** annual income.

- Amounts received by participants in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred and which are made solely to allow participation in a specific program [24 CFR 5.609(c)(8)(iii)]
- 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) [(24 CFR 5.609(c)(8)(ii)]
- 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 [24 CFR 5.609(c)(10)]
- Adoption assistance payments in excess of \$480 per adopted child [24 CFR 5.609(c)(12)]
- Refunds or rebates on property taxes paid on the dwelling unit [24 CFR 5.609(c)(15)]
- Amounts paid by a state agency to a family with a member who has a <u>developmental</u> <u>disability and is living at home</u> to offset the cost of services and equipment needed to keep the developmentally disabled family member at home [24 CFR 5.609(c)(16)]
- Amounts specifically <u>excluded by any other federal statute</u> [24 CFR 5.609(c)(17)]. HUD publishes an updated list of these exclusions periodically. It includes:
 - (a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b))
 - (b) Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)
 - (c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c))
 - (d) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e)
 - (e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f))
 - (f) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b)) (Effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931).)
 - (g) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04)
 - (h) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408)

- (i) Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under the federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu)
- (j) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))
- (k) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in In Re Agent-product liability litigation, M.D.L. No. 381 (E.D.N.Y.)
- (1) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721)
- (m) 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 (42 U.S.C. 9858q)
- (n) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j))
- (o) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433)
- (p) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))
- (q) Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805)
- (r) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602)
- (s) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931)

PART II: ADJUSTED INCOME

6-II.A. INTRODUCTION

Overview

HUD regulations require PHAs to deduct from annual income any of five mandatory deductions for which a family qualifies. The resulting amount is the family's adjusted income. Mandatory deductions are found in 24 CFR 5.611.

- 5.611(a) Mandatory deductions. In determining adjusted income, the responsible entity (PHA) must deduct the following amounts from annual income:
- (1) \$480 for each dependent;
- (2) \$400 for any 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;
- (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. This deduction may not exceed the earned income received by family members who are 18 years of age or older and 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.

This part covers policies related to these mandatory deductions. Verification requirements related to these deductions are found in Chapter 7, Verifications.

Anticipating Expenses

PHA Policy

Generally, the PHA will use current circumstances to anticipate expenses. When possible, for costs that are expected to fluctuate during the year (e.g., child care during school and nonschool periods and cyclical medical expenses), the PHA will estimate costs based on historic data and known future costs. If a family has an accumulated debt for medical or disability assistance expenses, the PHA will include as an eligible expense the portion of the debt that the family expects to pay during the period for which the income determination is being made. However, amounts previously deducted will not be allowed even if the amounts were not paid as expected in a preceding period. The PHA may require the family to provide documentation of payments made in the preceding year.

6-II.B. DEPENDENT DEDUCTION

A deduction of \$480 is taken for each dependent [24 CFR 5.611(a)(1)]. *Dependent* is defined as any family member other than the head, spouse, or cohead who is under the age of 18 or who is 18 or older and is a person with disabilities or a full-time student. Foster children, foster adults, and live-in aides are never considered dependents [24 CFR 5.603(b)].

6-II.C. ELDERLY OR DISABLED FAMILY DEDUCTION

A single deduction of \$400 is taken for any elderly or disabled family [24 CFR 5.611(a)(2)]. An *elderly family* is a family whose head, spouse, cohead, or sole member is 62 years of age or older, and a *disabled family* is a family whose head, spouse, cohead, or sole member is a person with disabilities [24 CFR 5.403].

6-II.D. MEDICAL EXPENSES DEDUCTION [24 CFR 5.611(a)(3)(i)]

Unreimbursed medical expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed three percent of annual income.

The medical expense deduction is permitted only for families in which the head, spouse, or cohead is at least 62 or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted [VG, p. 28].

Definition of Medical Expenses

HUD regulations define *medical expenses* at 24 CFR 5.603(b) to mean "medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance."

PHA Policy

The most current IRS Publication 502, *Medical and Dental Expenses*, will be used to determine the costs that qualify as medical expenses.

Summary of Allowable Medical Expenses from IRS Publication 502

Services of medical professionals

Surgery and medical procedures that are necessary, legal, noncosmetic

Services of medical facilities

Hospitalization, long-term care, and inhome nursing services

Prescription medicines and insulin, but <u>not</u> nonprescription medicines even if recommended by a doctor

Improvements to housing directly related to medical needs (e.g., ramps for a wheel chair, handrails) Substance abuse treatment programs

Psychiatric treatment

Ambulance services and some costs of transportation related to medical expenses

The cost and care of necessary equipment related to a medical condition (e.g., eyeglasses/lenses, hearing aids, crutches, and artificial teeth)

Cost and continuing care of necessary service animals

Medical insurance premiums or the cost of a health maintenance organization (HMO)

Note: This chart provides a summary of eligible medical expenses only. Detailed information is provided in IRS Publication 502. Medical expenses are considered only to the extent they are not reimbursed by insurance or some other source.

Families That Qualify for Both Medical and Disability Assistance Expenses

PHA Policy

This policy applies only to families in which the head, spouse, or cohead is 62 or older or is a person with disabilities.

When expenses anticipated by a family could be defined as either medical or disability assistance expenses, the PHA will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

6-II.E. DISABILITY ASSISTANCE EXPENSES DEDUCTION [24 CFR 5.603(b) and 24 CFR 5.611(a)(3)(ii)]

Reasonable expenses for attendant care and auxiliary apparatus for a disabled family member may be deducted if they: (1) are necessary to enable a family member 18 years or older to work, (2) are not paid to a family member or reimbursed by an outside source, (3) in combination with any medical expenses, exceed three percent of annual income, and (4) do not exceed the earned income received by the family member who is enabled to work.

Earned Income Limit on the Disability Assistance Expense Deduction

A family can qualify for the disability assistance expense deduction only if at least one family member (who may be the person with disabilities) is enabled to work [24 CFR 5.603(b)].

The disability expense deduction is capped by the amount of "earned income received by family members who are 18 years of age or older and who are able to work" because of the expense [24 CFR 5.611(a)(3)(ii)]. The earned income used for this purpose is the amount verified before any earned income disallowances or income exclusions are applied.

PHA Policy

The family must identify the family members enabled to work as a result of the disability assistance expenses. In evaluating the family's request, the PHA will consider factors such as how the work schedule of the relevant family members relates to the hours of care provided, the time required for transportation, the relationship of the family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work.

When the PHA determines that the disability assistance expenses enable more than one family member to work, the disability assistance expenses will be capped by the sum of the family members' incomes [PH Occ GB, p. 124].

Eligible Disability Expenses

Examples of auxiliary apparatus are provided in the *PH Occupancy Guidebook* as follows: "Auxiliary apparatus: Including wheelchairs, walkers, scooters, reading devices for persons with visual disabilities, equipment added to cars and vans to permit their use by the family member with a disability, or service animals" [PH Occ GB, p. 124], but only if these items are directly related to permitting the disabled person or other family member to work [HCV GB, p. 5-30].

HUD advises PHAs to further define and describe auxiliary apparatus [VG, p. 30].

Eligible Auxiliary Apparatus

PHA Policy

Expenses incurred for maintaining or repairing an auxiliary apparatus are eligible. In the case of an apparatus that is specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer), the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense. The cost of service animals trained to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, food, grooming, and other continuing costs of care, will be included.

Eligible Attendant Care

The family determines the type of attendant care that is appropriate for the person with disabilities.

PHA Policy

Attendant care includes, but is not limited to, reasonable costs for home medical care, nursing services, inhome or center-based care services, interpreters for persons with hearing impairments, and readers for persons with visual disabilities.

Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible.

If the care attendant also provides other services to the family, the PHA will prorate the cost and allow only that portion of the expenses attributable to attendant care that enables a family member to work. For example, if the care provider also cares for a child who is not the person with disabilities, the cost of care must be prorated. Unless otherwise specified by the care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

Payments to Family Members

No disability expenses may be deducted for payments to a member of a tenant family [23 CFR 5.603(b)]. However, expenses paid to a relative who is not a member of the tenant family may be deducted if they are reimbursed by an outside source.

Necessary and Reasonable Expenses

The family determines the type of care or auxiliary apparatus to be provided and must describe how the expenses enable a family member to work. The family must certify that the disability assistance expenses are necessary and are not paid or reimbursed by any other source.

PHA Policy

The PHA determines the reasonableness of the expenses based on typical costs of care or apparatus in the locality. To establish typical costs, the PHA will collect information from organizations that provide services and support to persons with disabilities. A family may present, and the PHA will consider, the family's justification for costs that exceed typical costs in the area.

Families That Qualify for Both Medical and Disability Assistance Expenses

PHA Policy

This policy applies only to families in which the head, spouse, or cohead is 62 or older or is a person with disabilities.

When expenses anticipated by a family could be defined as either medical or disability assistance expenses, the PHA will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

6-II.F. CHILD CARE EXPENSE DEDUCTION

HUD defines *child care expenses* at 24 CFR 5.603(b) as "amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income."

Child care expenses do not include child support payments made to another on behalf of a minor who is not living in an assisted family's household [VG, p. 26]. However, child care expenses for foster children that are living in the assisted family's household, are included when determining the family's child care expenses.

Qualifying for the Deduction

Determining Who Is Enabled to Pursue an Eligible Activity

PHA Policy

The family must identify the family member(s) enabled to pursue an eligible activity. The term *eligible activity* in this section means any of the activities that may make the family eligible for a child care deduction (seeking work, pursuing an education, or being gainfully employed).

In evaluating the family's request, the PHA will consider factors such as how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

Seeking Work

PHA Policy

If the child care expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member's efforts to obtain employment at each reexamination. The deduction may be reduced or denied if the family member's job search efforts are not commensurate with the child care expense being allowed by the PHA.

Furthering Education

PHA Policy

If the child care expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the child care claimed.

Being Gainfully Employed

PHA Policy

If the child care expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member's employment during the time that child care is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated.

Earned Income Limit on Child Care Expense Deduction

When a family member looks for work or furthers his or her education, there is no cap on the amount that may be deducted for child care – although the care must still be necessary and reasonable. However, when child care enables a family member to work, the deduction is capped by "the amount of employment income that is included in annual income" [24 CFR 5.603(b)].

The earned income used for this purpose is the amount of earned income verified after any earned income disallowances or income exclusions are applied.

When the person who is enabled to work is a person who receives the earned income disallowance (EID) or a full-time student whose earned income above \$480 is excluded, child care costs related to enabling a family member to work may not exceed the portion of the person's earned income that actually is included in annual income. For example, if a family member who qualifies for the EID makes \$15,000 but because of the EID only \$5,000 is included in annual income, child care expenses are limited to \$5,000.

The PHA must not limit the deduction to the least expensive type of child care. If the care allows the family to pursue more than one eligible activity, including work, the cap is calculated in proportion to the amount of time spent working [HCV GB, p. 5-30].

PHA Policy

When the child care expense being claimed is to enable a family member to work, only one family member's income will be considered for a given period of time. When more than one family member works during a given period, the PHA generally will limit allowable child care expenses to the earned income of the lowest-paid member. The family may provide information that supports a request to designate another family member as the person enabled to work.

Eligible Child Care Expenses

The type of care to be provided is determined by the tenant family. The PHA may not refuse to give a family the child care expense deduction because there is an adult family member in the household that may be available to provide child care [VG, p. 26].

Allowable Child Care Activities

PHA Policy

For school-age children, costs attributable to public or private school activities during standard school hours are not considered. Expenses incurred for supervised activities after school or during school holidays (e.g., summer day camp, after-school sports league) are allowable forms of child care.

The costs of general housekeeping and personal services are not eligible. Likewise, child care expenses paid to a family member who lives in the family's unit are not eligible; however, payments for child care to relatives who do not live in the unit are eligible.

If a child care provider also renders other services to a family or child care is used to enable a family member to conduct activities that are not eligible for consideration, the PHA will prorate the costs and allow only that portion of the expenses that is attributable to child care for eligible activities. For example, if the care provider also cares for a child with disabilities who is 13 or older, the cost of care will be prorated. Unless otherwise specified by the child care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

Necessary and Reasonable Costs

Child care expenses will be considered necessary if: (1) a family adequately explains how the care enables a family member to work, actively seek employment, or further his or her education, and (2) the family certifies, and the child care provider verifies, that the expenses are not paid or reimbursed by any other source.

PHA Policy

Child care expenses will be considered for the time required for the eligible activity plus reasonable transportation time. For child care that enables a family member to go to school, the time allowed may include not more than one study hour for each hour spent in class.

To establish the reasonableness of child care costs, the PHA will use the schedule of child care costs from the local welfare agency. Families may present, and the PHA will consider, justification for costs that exceed typical costs in the area.

6-II.G. PERMISSIVE DEDUCTIONS [24 CFR 5.611(b)(1)]

Permissive deductions are additional, optional deductions that may be applied to annual income. As with mandatory deductions, permissive deductions must be based on need or family circumstance and deductions must be designed to encourage self-sufficiency or other economic purpose. If the PHA offers permissive deductions, they must be granted to all families that qualify for them and should complement existing income exclusions and deductions [PH Occ GB, p. 128].

The *Form HUD-50058 Instruction Booklet* states that the maximum allowable amount for total permissive deductions is less than \$90,000 per year.

PHA Policy

The PHA has opted not to use permissive deductions.

PART III: CALCULATING RENT

6-III.A. OVERVIEW OF INCOME-BASED RENT CALCULATIONS

The first step in calculating income-based rent is to determine each family's total tenant payment (TTP). Then, if the family is occupying a unit that has tenant-paid utilities, the utility allowance is subtracted from the TTP. The result of this calculation, if a positive number, is the tenant rent. If the TTP is less than the utility allowance, the result of this calculation is a negative number, and is called the utility reimbursement, which may be paid to the family or directly to the utility company by the PHA.

TTP Formula [24 CFR 5.628]

HUD regulations specify the formula for calculating the total tenant payment (TTP) for a tenant family. TTP is the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family's monthly adjusted income (adjusted income is defined in Part II)
- 10 percent of the family's monthly gross income (annual income, as defined in Part I, divided by 12)
- The welfare rent (in as-paid states only)
- A minimum rent between \$0 and \$50 that is established by the PHA

The PHA has authority to suspend and exempt families from minimum rent when a financial hardship exists, as defined in section 6-III.B.

Welfare Rent [24 CFR 5.628]

PHA Policy

Welfare rent does not apply in this locality.

Minimum Rent [24 CFR 5.630]

PHA Policy

The minimum rent for this locality is \$50.00.

Optional Changes to Income-Based Rents [24 CFR 960.253(c)(2) and PH Occ GB, pp. 131-134]

PHAs have been given very broad flexibility to establish their own, unique rent calculation systems as long as the rent produced is not higher than that calculated using the TTP and mandatory deductions. At the discretion of the PHA, rent policies may structure a system that uses combinations of permissive deductions, escrow accounts, income-based rents, and the required flat and minimum rents.

The PHA's minimum rent and rent choice policies still apply to affected families. Utility allowances are applied to PHA designed income-based rents in the same manner as they are applied to the regulatory income-based rents. The choices are limited only by the requirement that the method used not produce a TTP or tenant rent greater than the TTP or tenant rent produced under the regulatory formula.

PHA Policy

The PHA chooses not to adopt optional changes to income-based rents.

Ceiling Rents [24 CFR 960.253 (c)(2) and (d)]

Ceiling rents are used to cap income-based rents. They are part of the income-based formula. If the calculated TTP exceeds the ceiling rent for the unit, the ceiling rent is used to calculate tenant rent (ceiling rent/TTP minus utility allowance). Increases in income do not affect the family since the rent is capped. The use of ceiling rents fosters upward mobility and income mixing.

Because of the mandatory use of flat rents, the primary function of ceiling rents now is to assist families who cannot switch back to flat rent between annual reexaminations and would otherwise be paying an income-based tenant rent that is higher than the flat rent.

Ceiling rents must be set to the level required for flat rents (which will require the addition of the utility allowance to the flat rent for properties with tenant-paid utilities) [PH Occ GB, p. 135].

PHA Policy

The PHA chooses not to use ceiling rents.

Utility Reimbursement [24 CFR 960.253(c)(3)]

Utility reimbursement occurs when any applicable utility allowance for tenant-paid utilities exceeds the TTP. HUD permits the PHA to pay the reimbursement to the family or directly to the utility provider.

PHA Policy

The PHA will make utility reimbursements to the family.

6-III.B. FINANCIAL HARDSHIPS AFFECTING MINIMUM RENT [24 CFR 5.630]

PHA Policy

The financial hardship rules described below do apply in this jurisdiction because the PHA has established a minimum rent of \$50.00.

Overview

If the PHA establishes a minimum rent greater than zero, the PHA must grant an exemption from the minimum rent if a family is unable to pay the minimum rent because of financial hardship.

The financial hardship exemption applies only to families required to pay the minimum rent. If a family's TTP is higher than the minimum rent, the family is not eligible for a hardship exemption. If the PHA determines that a hardship exists, the TTP is the highest of the remaining components of the family's calculated TTP.

HUD-Defined Financial Hardship

Financial hardship includes the following situations:

(1) The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program. This includes a family member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.

PHA Policy

A hardship will be considered to exist only if the loss of eligibility has an impact on the family's ability to pay the minimum rent.

For a family waiting for a determination of eligibility, the hardship period will end as of the first of the month following (1) implementation of assistance, if approved, or (2) the decision to deny assistance. A family whose request for assistance is denied may request a hardship exemption based upon one of the other allowable hardship circumstances.

(2) The family would be evicted because it is unable to pay the minimum rent.

PHA Policy

For a family to qualify under this provision, the cause of the potential eviction must be the family's failure to pay rent or tenant-paid utilities.

(3) Family income has decreased because of changed family circumstances, including the loss of employment.

(4) A death has occurred in the family.

PHA Policy

In order to qualify under this provision, a family must describe how the death has created a financial hardship (e.g., because of funeral-related expenses or the loss of the family member's income).

(5) The family has experienced other circumstances determined by the PHA.

PHA Policy

The PHA has not established any additional hardship criteria.

Implementation of Hardship Exemption

Determination of Hardship

When a family requests a financial hardship exemption, the PHA must suspend the minimum rent requirement beginning the first of the month following the family's request.

The PHA then determines whether the financial hardship exists and whether the hardship is temporary or long-term. PHA Policy

The PHA defines temporary hardship as a hardship expected to last 90 days or less. Long term hardship is defined as a hardship expected to last more than 90 days.

The PHA may not evict the family for nonpayment of minimum rent during the 90-day period beginning the month following the family's request for a hardship exemption.

When the minimum rent is suspended, the TTP reverts to the highest of the remaining components of the calculated TTP. The example below demonstrates the effect of the minimum rent exemption.

Example: Impact of Minimum Rent Exemption Assume the PHA has established a minimum rent of \$35.			
TTP – No Hardship		TTP – With Hardship	
\$0	30% of monthly adjusted income	\$0	30% of monthly adjusted income
\$15	10% of monthly gross income	\$15	10% of monthly gross income
N/A	Welfare rent	N/A	Welfare rent
\$35	Minimum rent	\$35	Minimum rent
Minimum rent applies.			Hardship exemption granted.
TTP = \$35		TTP = \$15	

PHA Policy

To qualify for a hardship exemption, a family must submit a request for a hardship exemption in writing. The request must explain the nature of the hardship and how the hardship has affected the family's ability to pay the minimum rent.

The PHA will make the determination of hardship within 30 calendar days.

No Financial Hardship

If the PHA determines there is no financial hardship, the PHA will reinstate the minimum rent and require the family to repay the amounts suspended.

For procedures pertaining to grievance hearing requests based upon the PHA's denial of a hardship exemption, see Chapter 14, Grievances and Appeals.

PHA Policy

The PHA will require the family to repay the suspended amount within 30 calendar days of the PHA's notice that a hardship exemption has not been granted.

Temporary Hardship

If the PHA determines that a qualifying financial hardship is temporary, the PHA must reinstate the minimum rent from the beginning of the first of the month following the date of the family's request for a hardship exemption. The family must resume payment of the minimum rent and must repay the PHA the amounts suspended. HUD requires the PHA to offer a reasonable repayment agreement, on terms and conditions established by the PHA. The PHA also may determine that circumstances have changed and the hardship is now a long-term hardship. For procedures pertaining to grievance hearing requests based upon the PHA's denial of a hardship exemption, see Chapter 14, Grievances and Appeals.

PHA Policy

The PHA will enter into a repayment agreement in accordance with the PHA's repayment agreement policy (see Chapter 16).

Long-Term Hardship

If the PHA determines that the financial hardship is long-term, the PHA must exempt the family from the minimum rent requirement for so long as the hardship continues. The exemption will apply from the first of the month following the family's request until the end of the qualifying hardship. When the financial hardship has been determined to be long-term, the family is not required to repay the minimum rent.

PHA Policy

The hardship period ends when any of the following circumstances apply:

- (1) At an interim or annual reexamination, the family's calculated TTP is greater than the minimum rent.
- (2) For hardship conditions based on loss of income, the hardship condition will continue to be recognized until new sources of income are received that are at least equal to the amount lost. For example, if a hardship is approved because a family no longer receives a \$60/month child support payment, the hardship will continue to exist until the family receives at least \$60/month in income from another source or once again begins to receive the child support.
- (3) For hardship conditions based upon hardship-related expenses, the minimum rent exemption will continue to be recognized until the cumulative amount exempted is equal to the expense incurred.

6-III.C. UTILITY ALLOWANCES [24 CFR 965, Subpart E]

Overview

Utility allowances are provided to families paying income-based rents when the cost of utilities is not included in the rent. When determining a family's income-based rent, the PHA must use the utility allowance applicable to the type of dwelling unit leased by the family.

For policies on establishing and updating utility allowances, see Chapter 16.

Reasonable Accommodation [24 CFR 8]

On request from a family, PHAs must approve a utility allowance that is higher than the applicable amount for the dwelling unit if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family with a disability [PH Occ GB, p. 172].

Residents with disabilities may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability [PH Occ GB, p. 172].

See Chapter 2 for policies related to reasonable accommodations.

Utility Allowance Revisions [24 CFR 965.507]

The PHA must review its schedule of utility allowances each year. Between annual reviews, the PHA must revise the utility allowance schedule if there is a rate change that by itself or together with prior rate changes not adjusted for, results in a change of 10 percent or more from the rate on which such allowances were based. Adjustments to resident payments as a result of such changes must be retroactive to the first day of the month following the month in which the last rate change taken into account in such revision became effective [PH Occ GB, p. 171]. The tenant rent calculations must reflect any changes in the PHA's utility allowance schedule [24 CFR 960.253(c)(3)].

PHA Policy

Unless the PHA is required to revise utility allowances retroactively, revised utility allowances will be applied to a family's rent calculations at the first annual reexamination after the allowance is adopted.

6-III.D. PRORATED RENT FOR MIXED FAMILIES [24 CFR 5.520]

HUD regulations prohibit assistance to ineligible family members. A *mixed family* is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. The PHA must prorate the assistance provided to a mixed family. The PHA will first determine TTP as if all family members were eligible and then prorate the rent based upon the number of family members that actually are eligible. To do this, the PHA must:

- (1) Subtract the TTP from a maximum rent applicable to the unit. The result is the maximum subsidy for which the family could qualify if all members were eligible.
- (2) Divide the family maximum subsidy by the number of persons in the family to determine the maximum subsidy per each family member who is eligible (member maximum subsidy).
- (3) Multiply the member maximum subsidy by the number of eligible family members.
- (4) Subtract the subsidy calculated in the last step from the maximum rent. This is the prorated TTP.
- (5) Subtract the utility allowance for the unit from the prorated TTP. This is the prorated rent for the mixed family. PHA Policy

Revised public housing maximum rents will be applied to a family's rent calculation at the first annual reexamination after the revision is adopted.

For policies related to the establishment of the public housing maximum rent see Chapter 16.

6-III.E. FLAT RENTS AND FAMILY CHOICE IN RENTS [24 CFR 960.253] Flat Rents [24 CFR 960.253(b)]

The flat rent is designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient.

There is no utility allowance or reimbursement with flat rents. When the family elects to pay the flat rent, the flat rent amount quoted to the family by the PHA is the amount the family pays. Changes in family income, expenses, or composition will not affect the flat rent amount because it is outside the income-based formula.

Policies related to the reexamination of families paying flat rent are contained in Chapter 9, and policies related to the establishment and review of flat rents are contained in Chapter 16.

Family Choice in Rents [24 CFR 960.253(a) and (e)]

Once each year, the PHA must offer families the choice between a flat rent and an income-based rent. The family may not be offered this choice more than once a year. The PHA must document that flat rents were offered to families under the methods used to determine flat rents for the PHA.

PHA Policy

The annual PHA offer to a family of the choice between flat and income-based rent will be conducted upon admission and upon each subsequent annual reexamination.

The PHA will require families to submit their choice of flat or income-based rent in writing and will maintain such requests in the tenant file as part of the admission or annual reexamination process.

The PHA must provide sufficient information for families to make an informed choice. This information must include the PHA's policy on switching from flat rent to income-based rent due to financial hardship and the dollar amount of the rent under each option. However, if the family chose the flat rent for the previous year the PHA is required to provide an income-based rent amount only in the year that a reexamination of income is conducted or if the family specifically requests it and submits updated income information.

Switching from Flat Rent to Income-Based Rent Due to Hardship [24 CFR 960.253(f)]

A family can opt to switch from flat rent to income-based rent at any time if they are unable to pay the flat rent due to financial hardship. If the PHA determines that a financial hardship exists, the PHA must immediately allow the family to switch from flat rent to the income-based rent.

PHA Policy

Upon determination by the PHA that a financial hardship exists, the PHA will allow a family to switch from flat rent to income-based rent effective the first of the month following the family's request.

Reasons for financial hardship include:

- The family has experienced a decrease in income because of changed circumstances, including loss or reduction of employment, death in the family, or reduction in or loss of earnings or other assistance
- The family has experienced an increase in expenses, because of changed circumstances, for medical costs, child care, transportation, education, or similar items
- Such other situations determined by the PHA to be appropriate

PHA Policy

The PHA considers payment of flat rent to be a financial hardship whenever the switch to income-based rent would be lower than the flat rent [PH Occ GB, p. 137].

Change in Flat Rents

PHA Policy

Changes to flat rents, up or down, will not affect families paying flat rent until their next annual flat rent offer, at which time the family will be given the choice of switching back to income-based rent or of remaining on flat rent at the current (most recently adjusted) flat rent for their unit [PH Occ GB, pp. 137-138].

Flat Rents and Earned Income Disallowance [A&O FAQs]

Because the EID is a function of income-based rents, a family paying flat rent cannot qualify for the EID even if a family member experiences an event that would qualify the family for the EID. If the family later chooses to pay income-based rent, they would only qualify for the EID if a new qualifying event occurred.

A family currently paying flat rent that previously qualified for the EID while paying income-based rent and is currently within their 48 month period would have the 12 cumulative months of full (100 percent) and phase-in (50 percent) exclusion continue while paying flat rent as long as the employment that is the subject of the exclusion continues, and the 48-month lifetime limit would continue uninterrupted. A family paying flat rent could therefore see a family member's 48-month lifetime limit expire while the family is paying flat rent.

Flat Rents and Mixed Families [A&O FAQs]

Mixed families electing to pay flat rent must first have a flat rent worksheet completed to see if the flat rent must be prorated. The worksheet is located in Appendix III of the *Form HUD-50058 Instruction Booklet*.

If the flat rent is greater than or equal to the public housing maximum rent, there is no proration of flat rent and the family pays the flat rent for the unit.

If the flat rent is less than the maximum rent, the worksheet will calculate a prorated flat rent. The mixed family will pay the prorated flat rent.

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EXHIBIT 6-1: ANNUAL INCOME INCLUSIONS

24 CFR 5.609

- (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 paragraph (c) of this section.
- (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 the 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 Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

- (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. 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 amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);
- (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);
- (6) Welfare assistance payments.
- (i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
- (A) Qualify as assistance under the TANF program definition at 45 CFR 260.31¹; and
- (B) Are not otherwise excluded under paragraph(c) of this section.

¹ Text of 45 CFR 260.31 follows (next page).

- (ii) 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 of 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 from persons not residing in the dwelling;
- (8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section)
- (9) For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

HHS DEFINITION OF "ASSISTANCE"

45 CFR: GENERAL TEMPORARY ASSISTANCE FOR NEEDY FAMILIES

260.31 What does the term "assistance" mean?

(a)(1) The term "assistance" includes cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs

- (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).
- (2) It includes such benefits even when they are:
- (i) Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and
- (ii) Conditioned on participation in work experience or community service (or any other work activity under 261.30 of this chapter).
- (3) Except where excluded under paragraph (b) of this section, it also includes supportive services such as transportation and child care provided to families who are not employed.
- (b) [The definition of "assistance"] excludes: (1) Nonrecurrent, short-term benefits that:
- (i) Are designed to deal with a specific crisis situation or episode of need;
- (ii) Are not intended to meet recurrent or ongoing needs; and
- (iii) Will not extend beyond four months.
- (2) Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);
- (3) Supportive services such as child care and transportation provided to families who are employed;
- (4) Refundable earned income tax credits;
- (5) Contributions to, and distributions from, Individual Development Accounts;
- (6) Services such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and
- (7) Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of [the Social Security] Act, to an individual who is not otherwise receiving assistance

EXHIBIT 6-2: ANNUAL INCOME EXCLUSIONS

24 CFR 5.609

- (c) 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 (except as provided in paragraph (b)(5) of this section);
- (4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- (5) Income of a live-in aide, as defined in Sec. 5.403;
- (6) Subject to paragraph (b)(9) of this section, 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 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:
- (v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;
- (9) Temporary, nonrecurring or sporadic 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 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 per adopted child;
- (13) [Reserved]
- (14) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.

- (15) 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;
- (16) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- (17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. [See the following chart for a list of benefits that qualify for this exclusion.]

Sources of Income Excluded by Federal Statute from Consideration as Income for Purposes of Determining Eligibility or Benefits

- a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b));
- b) Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);
- c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
- d) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
- e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));

- f) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);
- g) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub.L- 94-540, 90 Stat. 2503-04);
- h) The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);
- i) Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
- j) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));
- k) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in In Re Agent-product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
- l) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- m) 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 (42 U.S.C. 9858q);
- n) Earned income tax credit (EITC) refund ACOP 10/1/06 PAGE 175

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- payments received on or after January 1, 1991 (26 U.S.C. 32(j));
- o) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- p) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- q) Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam

- veteran (38 U.S.C. 1805);
- r) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and
- s) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).

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EXHIBIT 6-3: TREATMENT OF FAMILY ASSETS

24 CFR 5.603(b) Net Family Assets

- (1) Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- (2) In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under Sec. 5.609.
- (3) In determining net family assets, PHAs or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.
- (4) For purposes of determining annual income under Sec. 5.609, the term "net family assets" does not include the value of a home currently being purchased with assistance under part 982, subpart M of this title. This exclusion is limited to the first 10 years after the purchase date of the home.

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EXHIBIT 6-4: EARNED INCOME DISALLOWANCE

24 CFR 960.255 Self-sufficiency incentive-Disallowance of increase in annual income.

(a) *Definitions*. The following definitions apply for purposes of this section.

Disallowance. Exclusion from annual income.

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

Qualified family. A family residing in public housing:

- (i) Whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment;
- (ii) Whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or
- (iii) Whose annual income increases, as a result of new employment or increased earnings of a family member, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA 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.
- (b) Disallowance of increase in annual income.

- (1) Initial twelve month exclusion. During the cumulative twelve month period beginning on the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the PHA must exclude from annual income (as defined in 5.609 of this title) of a qualified family any increase in income of the family member as a result of employment over prior income of that family member.
- (2) Second twelve month exclusion and phase-in. During the second cumulative twelve month period after the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the PHA must exclude from annual income of a qualified family fifty percent 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.
- (3) Maximum four year disallowance. The disallowance of increased income of an individual family member as provided in paragraph (b)(1) or (b)(2) of this section is limited to a lifetime 48 month period. It only applies for a maximum of twelve months for disallowance under paragraph (b)(1) and a maximum of twelve months for disallowance under paragraph (b)(2), during the 48 month period starting from the initial exclusion under paragraph (b)(1) of this section.
- (c) *Inapplicability to admission*. The disallowance of increases in income as a result of employment under this section does not apply for purposes of admission to the program (including the determination of income eligibility and income targeting).

- (d) *Individual Savings Accounts*. As an alternative to the disallowance of increases in income as a result of employment described in paragraph (b) of this section, a PHA may choose to provide for individual savings accounts for public housing residents who pay an income-based rent, in accordance with a written policy, which must include the following provisions:
- (1) The PHA must advise the family that the savings account option is available;
- (2) At the option of the family, the PHA must deposit in the savings account the total amount that would have been included in tenant rent payable to the PHA as a result of increased income that is disallowed in accordance with paragraph (b) of this section;
- (3) Amounts deposited in a savings account may be withdrawn only for the purpose of:

- (i) Purchasing a home;
- (ii) Paying education costs of family members;
- (iii) Moving out of public or assisted housing; or
- (iv) Paying any other expense authorized by the PHA for the purpose of promoting the economic self-sufficiency of residents of public housing;
- (4) The PHA must maintain the account in an interest bearing investment and must credit the family with the net interest income, and the PHA may not charge a fee for maintaining the account;
- (5) At least annually the PHA must provide the family with a report on the status of the account; and
- (6) If the family moves out of public housing, the PHA shall pay the tenant any balance in the account, minus any amounts owed to the PHA

EXHIBIT 6-5: THE EFFECT OF WELFARE BENEFIT REDUCTION

24 CFR 5.615

Public housing program and Section 8 tenant-based assistance program: How welfare benefit reduction affects family income.

- (a) Applicability. This section applies to covered families who reside in public housing (part 960 of this title) or receive Section 8 tenant-based assistance (part 982 of this title).
- **(b)** Definitions. The following definitions apply for purposes of this section:

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.

Economic self-sufficiency program. See definition at Sec. 5.603.

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.

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 agency economic selfsufficiency or work activities requirements; or
- (iii) because a family member has not complied with other welfare agency requirements.
- (c) Imputed welfare income.
- (1) A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the PHA by the welfare agency), plus the total amount of other annual income as determined in accordance with Sec. 5.609.
- (2) At the request of the PHA, the welfare agency will inform the PHA in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the PHA of any subsequent changes in the term or amount of such specified welfare benefit reduction. The PHA will use this information to determine the amount of imputed welfare income for a family.
- (3) A family's annual income includes imputed welfare income in family annual income, as determined at the PHA's interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the PHA by the welfare agency).

- (4) The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed
- (5) The PHA may not include imputed welfare income in annual income if the family was not an assisted resident at the time of sanction.

(d) Review of PHA decision.

- (1) Public housing. If a public housing tenant claims that the PHA has not correctly calculated the amount of imputed welfare income in accordance with HUD requirements, and if the PHA denies the family's request to modify such amount, the PHA shall give the tenant written notice of such denial, with a brief explanation of the basis for the PHA determination of the amount of imputed welfare income. The PHA notice shall also state that if the tenant does not agree with the PHA determination, the tenant may request a grievance hearing in accordance with part 966, subpart B of this title to review the PHA determination. The tenant is not required to pay an escrow deposit pursuant to Sec. 966.55(e) for the portion of tenant rent attributable to the imputed welfare income in order to obtain a grievance hearing on the PHA determination.
- (2) Section 8 participant. A participant in the Section 8 tenant-based assistance program may request an informal hearing, in accordance with Sec. 982.555 of this title, to review the PHA determination of the amount of imputed welfare income that must be included in the family's annual income in accordance with this section. If the family claims that such amount is not correctly calculated in accordance with HUD requirements, and if the PHA denies the family's request to modify such amount, the PHA shall give the family written notice of such denial, with a brief explanation of the basis for the PHA determination

of the amount of imputed welfare income. Such notice shall also state that if the family does not agree with the PHA determination, the family may request an informal hearing on the determination under the PHA hearing procedure.

(e) PHA relation with welfare agency.

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

Chapter 7

VERIFICATION

[24 CFR 960.259, 24 CFR 5.230]

INTRODUCTION

The PHA must verify all information that is used to establish the family's eligibility and level of assistance and is required to obtain the family's consent to collect the information. Applicants and tenants must cooperate with the verification process as a condition of receiving assistance. The PHA must not pass on the cost of verification to the family.

The PHA will follow the verification guidance provided by HUD in PIH Notice 2004-01 Verification Guidance ("VG") and any subsequent guidance issued by HUD. This chapter summarizes those requirements and provides supplementary PHA policies.

Part I describes the general verification process. More detailed requirements related to individual factors are provided in subsequent parts including family information (Part II), income and assets (Part III), and mandatory deductions (Part IV).

Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the records management policies established by the PHA.

PART I: GENERAL VERIFICATION REQUIREMENTS

7-I.A. FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 960.259, 24 CFR 5.230]

The family must supply any information that the PHA or HUD determines is necessary to the administration of the program and must consent to PHA verification of that information [24 CFR 960.259(a)(1)].

Consent Forms

It is required that all adult applicants and tenants sign form HUD-9886, Authorization for Release of Information. The purpose of form HUD-9886 is to facilitate automated data collection and computer matching from specific sources and provides the family's consent only for the specific purposes listed on the form. HUD and the PHA may collect information from State Wage Information Collection Agencies (SWICAs) and current and former employers of adult family members. Only HUD is authorized to collect information directly from the Internal Revenue Service (IRS) and the Social Security Administration (SSA). Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

Penalties for Failing to Consent [24 CFR 5.232]

If any family member who is required to sign a consent form fails to do so, the PHA will deny admission to applicants and terminate the lease of tenants. The family may request a hearing in accordance with the PHA's grievance procedures.

7-I.B. OVERVIEW OF VERIFICATION REQUIREMENTS

HUD's Verification Hierarchy [VG, p. 11-14]

HUD authorizes the PHA to use five methods to verify family information and specifies the circumstances in which each method will be used. In general HUD requires the PHA to use the most reliable form of verification that is available and to document the reasons when the PHA uses a lesser form of verification.

PHA Policy

In order of priority, the forms of verification that the PHA will use are:

Up-front Income Verification (UIV) whenever available

Third-party Written Verification

Third-party Oral Verification

Review of Documents

Self-Certification

Each of the verification methods is discussed in subsequent sections below. Exhibit 7-1 at the end of the chapter contains an excerpt from the Verification Guidance that provides guidance with respect to how each method may be used.

Requirements for Acceptable Documents

PHA Policy

Any documents used for verification must be the original (not photocopies) and generally must be dated within 60 calendar days of the date they are provided to the PHA. The documents must not be damaged, altered or in any way illegible.

The PHA will accept documents dated up to 6 months before the effective date of the family's reexamination if the document represents the most recent scheduled report from a source. For example, if the holder of a pension annuity provides semi-annual reports, the PHA would accept the most recent report. Print-outs from web pages are considered original documents.

The PHA staff member who views the original document must make a photocopy, annotate the copy with the name of the person who provided the document and the date the original was viewed, and sign the copy. Any family self-certifications must be made in a format acceptable to the PHA and must be signed in the presence of a PHA representative or PHA notary public.

File Documentation

The PHA must document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that the PHA has followed all of the verification policies set forth in this ACOP. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.

7-I.C. UP-FRONT INCOME VERIFICATION (UIV)

Up-front income verification (UIV) refers to the PHA's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. UIV will be used to the extent that these systems are available to the PHA.

PHA Policy

The PHA will inform all applicants and residents of its use of the following UIV resources during the admission and reexamination process:

HUD's EIV system
The Work Number
Attorney General of Texas
U.S. Department of Veterans Affairs

The PHA must restrict access to and safeguard UIV data in accordance with HUD guidance on security procedures, as issued and made available by HUD.

There may be legitimate differences between the information provided by the family and UIV-generated information. No adverse action can be taken against a family until the PHA has independently verified the UIV information and the family has been granted an opportunity to contest any adverse findings through the PHA's informal review/hearing processes.

Definition of Substantial Difference

UIV information is used differently depending upon whether there is a *substantial difference* between information provided by the family and the UIV information. In "HUD Guidelines for Projecting Annual Income When UIV Data is Available," HUD recommends using \$200 per month as the threshold for a substantial difference. The PHA will use the \$200 per month as the threshold for a substantial difference.

See Chapter 6 for the PHA's policies on the definition of substantial difference and the use of UIV to project annual income and for the PHA's threshold for substantial difference.

When No Substantial Difference Exists

If UIV information does not differ substantially from family information, the UIV documentation may serve as third-party written verification.

When a Substantial Difference Exists [24 CFR 5.236(b)]

When there is a substantial difference between the information provided by the UIV source and the family, the PHA must request another form of third-party written verification and use any other verification methods (in priority order) to reconcile the difference(s).

Use of HUD's Enterprise Income Verification (EIV) System

HUD's EIV system contains data showing earned income, unemployment benefits, Social Security and SSI benefits for resident families. HUD requires the PHA to use the EIV system when available. The following policies will apply when the PHA has access to HUD's EIV system.

The EIV system contains two main components: tenant income data reports and "exceeds threshold" reports.

Tenant Income Data (TID) Reports

The data shown on TID reports is updated quarterly. Data may be between 3 and 6 months old at the time reports are generated.

PHA Policy

The PHA will obtain TID reports for annual reexaminations on a monthly basis. Reports will be generated as part of the regular reexamination process.

TID reports will be compared to family-provided information as part of the annual reexamination process. TID reports may be used in the calculation of annual income, as described in Chapter 6.I.C. TID reports may also be used to meet the regulatory requirement for third party verification, as described above. Policies for resolving discrepancies between TID reports and family-provided information will be resolved as described in Chapter 6.I.C. and in this chapter.

TID reports will be used in interim reexaminations when it is necessary to verify and calculate earned income, unemployment benefits, Social Security and/or SSI benefits, and to verify that families claiming zero income are not receiving income from any of these sources.

TID reports will be retained in resident files with the applicable annual or interim reexamination documents.

When the PHA determines through TID reports and third party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Chapter 15, Program Integrity.

Exceeds Threshold Reports (ETRs)

The ETR is a tool for identifying families who may have concealed or under-reported income. Data in the ETR represents income for past reporting periods and may be between 6 months and 30 months old at the time ETRs are generated.

Families who have not concealed or under-reported income may appear on the ETR in some circumstances, such as loss of a job or addition of new family members.

PHA Policy

The PHA will generate and review ETRs on a monthly basis. The ETR threshold percentage will be adjusted as necessary based on the findings in the ETRs.

In reviewing ETRs, the PHA will begin with the largest discrepancies.

When the PHA determines that a resident appearing on the ETR has not concealed or under-reported income, the resident's name will be placed on a list of "false positive" reviews. To avoid multiple reviews in this situation, residents appearing on this list will be eliminated from ETR processing until a subsequent interim or annual reexamination has been completed.

When it appears that a family may have concealed or under-reported income, the PHA will request third-party written verification of the income in question.

When the PHA determines through ETR review and third party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Chapter 15, Program Integrity.

EIV Identity Verification

The EIV system verifies resident identities against SSA records. These records are compared to PIC data for a match on Social Security number, name, and date of birth.

When identity verification for a resident fails, a message will be displayed within the EIV system and no income information will be displayed.

PHA Policy

The PHA will identify residents whose identity verification has failed as part of the annual reexamination process.

The PHA will attempt to resolve PIC/SSA discrepancies by reviewing file documents. When the PHA determines that discrepancies exist due to PHA errors such as spelling errors or incorrect birth dates, the errors will be corrected promptly.

7-I.D. THIRD-PARTY WRITTEN AND ORAL VERIFICATION

Reasonable Effort and Timing

Unless third-party verification is not required as described below, HUD requires the PHA to make at least two unsuccessful attempts to obtain third-party verification before using another form of verification [VG, p. 15].

PHA Policy

The PHA will diligently seek third-party verification using a combination of written and oral requests to verification sources. Information received orally from third parties may be used either to clarify information provided in writing by the third party or as independent verification when written third-party verification is not received in a timely fashion.

The PHA may mail, fax, e-mail, or hand deliver third-party written verification requests and will accept third-party responses using any of these methods. The PHA will send a written request for verification to each required source within 5 business days of securing a family's authorization for the release of the information and give the source 10 business days to respond in writing. If a response has not been received by the 11th business day, the PHA will request third-party oral verification.

The PHA will make a minimum of two attempts, one of which may be oral, to obtain third-party verification. A record of each attempt to contact the third-party source (including no-answer calls) and all contacts with the source will be documented in the file. Regarding third-party oral verification, PHA staff will record in the family's file the name and title of the person contacted, the date and time of the conversation (or attempt), the telephone number used, and the facts provided.

When any source responds verbally to the initial written request for verification the PHA will accept the verbal response as oral verification but will also request that the source complete and return any verification forms that were provided.

If a third party agrees to confirm in writing the information provided orally, the PHA will wait no more than 5 business days for the information to be provided. If the information is not provided by the 6th business day, the PHA will use any information provided orally in combination with reviewing family-provided documents (see below).

When Third-Party Information is Late

When third-party verification has been requested and the timeframes for submission have been exceeded, the PHA will use the information from documents on a provisional basis. If the PHA later receives third-party verification that differs from the amounts used in income and rent determinations and it is past the deadline for processing the reexamination, the PHA will conduct an interim reexamination to adjust the figures used for the reexamination, regardless of the PHA's interim reexamination policy.

When Third-Party Verification is Not Required

Primary Documents

Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.

Certain Assets and Expenses

The PHA may accept a self-certification from the family as verification of assets disposed of for less than fair market value [HCV GB, p. 5-28].

The PHA may determine that third-party verification is not available if the asset or expense involves an insignificant amount, making it not cost-effective or reasonable to obtain third-party verification [VG, p. 15].

PHA Policy

The PHA will use review of documents in lieu of requesting third-party verification when the market value of an individual asset or an expense is less than \$500 annually <u>and</u> the family has original documents that support the declared amount.

Certain Income, Asset and Expense Sources

The PHA will determine that third-party verification is not available when it is known that an income source does not have the ability to provide written or oral third-party verification [VG, p. 15]. For example, the PHA will rely upon review of documents when the PHA determines that a third party's privacy rules prohibit the source from disclosing information.

PHA Policy

The PHA will determine that third-party verification is not available when there is a service charge for verifying an asset or expense *and* the family has original documents that provide the necessary information. If the family cannot provide original documents, the PHA will pay the service charge required to obtain third-party verification, unless it is not cost effective in which case a self-certification will be acceptable as the only means of verification. The cost of verification will not be passed on to the family. The cost of postage and envelopes to obtain third-party verification of income, assets, and expenses is not an unreasonable cost [VG, p. 18].

7-I.E. REVIEW OF DOCUMENTS

Using Review of Documents as Verification

PHA Policy

If the PHA has determined that third-party verification is not available or not required, the PHA will use documents provided by the family as verification.

The PHA may also review documents when necessary to help clarify information provided by third parties. In such cases the PHA will document in the file how the PHA arrived at a final conclusion about the income or expense to include in its calculations.

7-I.F. SELF-CERTIFICATION

PHA Policy

When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to the PHA.

The PHA may require a family to certify that a family member does <u>not</u> receive a particular type of income or benefit.

The self-certification must be made in a format acceptable to the PHA and must be signed by the family member whose information or status is being verified. All self-certifications must be signed in the presence of a PHA representative or PHA notary public.

PART II: VERIFYING FAMILY INFORMATION

7-II.A. VERIFICATION OF LEGAL IDENTITY

PHA Policy

The PHA will require families to furnish 2 (two) forms of identification for each household member.

Verification of Legal Identity for Adults	Verification of Legal Identity for Children
Certificate of birth, naturalization papers	Certificate of birth
Church issued baptismal certificate	Adoption papers
Current, valid driver's license or Department of	Custody agreement
Motor Vehicle identification card	Health and Human Services ID
U.S. military discharge (DD 214)	School records
U.S. passport	
Employer identification card	

If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

If none of these documents can be provided and at the PHA's discretion, a third party who knows the person may attest to the person's identity. The certification must be provided in a format acceptable to the PHA and be signed in the presence of a PHA representative or PHA notary public.

Legal identity will be verified on an as needed basis.

7-II.B. SOCIAL SECURITY NUMBERS [24 CFR 5.216 and HCV, p. 5-12]

For every family member age 6 or older, the family must provide documentation of a valid social security number (SSN), or a self-certification stating that no SSN has been issued. The self-certification must be executed personally by any family member 18 or older, or by a parent or guardian for a minor.

PHA Policy

The PHA will also accept the following documents as evidence if the SSN is provided on the document:

Driver's license

Other identification card issued by a federal, state, or local agency, a medical insurance company or provider, or employer or trade union

Payroll stubs

Benefit award letters from government agencies; retirement benefit letters; life insurance policies Court records (real estate, tax notices, marriage and divorce, judgment or

bankruptcy records)

If the family reports an SSN but cannot provide acceptable documentation of the number, the PHA will require a self-certification stating that documentation of the SSN cannot be provided at this time. The PHA will require documentation of the SSN within 60 calendar days from the date of the family member's self-certification mentioned above. If the family is an applicant, assistance cannot be provided until proper documentation of the SSN is provided.

PHA Policy

The PHA will instruct the family to obtain a duplicate card from the local Social Security Administration (SSA) office.

For individuals who are at least 62 years of age and are unable to submit the required documentation of their SSN within the initial 60-day period, the PHA will grant an additional 60 calendar days to provide documentation.

Social security numbers must be verified only once during continuously-assisted occupancy.

If any family member obtains an SSN after admission to the program, the new SSN must be disclosed at the next regularly scheduled reexamination. In addition, if a child reaches the age of 6 and has no SSN, the parent or guardian must execute a self-certification stating that the child has no SSN at the next regularly scheduled reexamination.

The social security numbers of household members, such as live-in aids, must be verified for the purpose of conducting criminal background checks.

7-II.C. DOCUMENTATION OF AGE

A birth certificate or other official record of birth is the preferred form of age verification for all family members. For elderly family members an original document that provides evidence of the receipt of social security retirement benefits is acceptable.

PHA Policy

If an official record of birth or evidence of social security retirement benefits cannot be provided, the PHA will require the family to submit other documents that support the reported age of the family member (e.g., school records, driver's license if birth year is recorded) and to provide a self-certification.

Age must be verified only once during continuously-assisted occupancy.

7-II.D. FAMILY RELATIONSHIPS

Applicants and tenants are required to identify the relationship of each household member to the head of household. Definitions of the primary household relationships are provided in the Eligibility chapter.

PHA Policy

Family relationships are verified only to the extent necessary to determine a family's eligibility and level of assistance. Certification by the head of household normally is sufficient verification of family relationships.

Marriage

PHA Policy

Certification by the head of household is normally sufficient verification. If the PHA has reasonable doubts about a marital relationship, the PHA will require the family to document the marriage.

A marriage certificate generally is required to verify that a couple is married.

In the case of a common law marriage, the couple must demonstrate that they hold themselves to be married (e.g., by telling the community they are married, calling each other husband and wife, using the same last name, filing joint income tax returns).

Separation or Divorce

PHA Policy

Certification by the head of household is normally sufficient verification. If the PHA has reasonable doubts about a separation or divorce, the PHA will require the family to document the divorce, or separation.

A certified copy of a divorce decree, signed by a court officer, is required to document that a couple is divorced.

A copy of a court-ordered maintenance or other court record is required to document a separation. If no court document is available, documentation from a community-based agency will be accepted.

Absence of Adult Member

PHA Policy

If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., documentation of another address at which the person resides such as a lease or utility bill).

Foster Children and Foster Adults

PHA Policy

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

7-II.E. VERIFICATION OF STUDENT STATUS

PHA Policy

The PHA requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

The family claims full-time student status for an adult other than the head, spouse, or cohead, or The family claims a child care deduction to enable a family member to further his or her education.

7-II.F. DOCUMENTATION OF DISABILITY

The PHA must verify the existence of a disability in order to allow certain income disallowances and deductions from income. The PHA is not permitted to inquire about the nature or extent of a person's disability [24 CFR 100.202(c)]. The PHA may not inquire about a person's diagnosis or details of treatment for a disability ormedical condition. Ιf the PHA receives verification document that provides such information, the PHA will not place this information in the tenant file. Under no circumstances will the PHA request a resident's record(s). For more information on health care privacy laws, see Department of Health and Human Services' website www.os.dhhs.gov.

The above cited regulation does not prohibit the following inquiries, provided these inquiries are made of all applicants, whether or not they are persons with disabilities [VG, p. 24]:

- Inquiry into an applicant's ability to meet the requirements of ownership or tenancy
- Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or to persons with a particular type of disability
- Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities or to persons with a particular type of disability
- Inquiring whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance
- Inquiring whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance

Family Members Receiving SSA Disability Benefits

Verification of receipt of SSA benefits or SSI based upon disability is sufficient for verification of disability for the purpose of qualification for waiting list preferences or certain income disallowances and deductions [VG, p. 23].

PHA Policy

For family members claiming disability who receive SSI or other disability payments from the SSA, the PHA will attempt to obtain information about disability benefits through the HUD Enterprise Income Verification (EIV) system when it is available, or HUD's Tenant Assessment Subsystem (TASS). If documentation from HUD's EIV System or TASS is not available, the PHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member claiming disability status. If the family is unable to provide the document(s), the PHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the applicant or resident receives the benefit verification letter they will be required to provide it to the PHA.

Family Members Not Receiving SSA Disability Benefits

Receipt of veteran's disability benefits, worker's compensation, or other non-SSA benefits based on the individual's claimed disability are not sufficient verification that the individual meets HUD's definition of disability in 24 CFR 5.603, necessary to qualify for waiting list preferences or certain income disallowances and deductions.

PHA Policy

For family members claiming disability who do not receive SSI or other disability payments from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability. See the Eligibility chapter for the HUD definition of disability. The knowledgeable professional will verify whether the family member does or does not meet the HUD definition.

7-II.G. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS [24 CFR 5.508] Overview

Housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. Prorated assistance is provided for "mixed families" containing both eligible and ineligible persons. See the Eligibility chapter for detailed discussion of eligibility requirements. This chapter (7) discusses HUD and PHA verification requirements related to citizenship status.

The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, an eligible noncitizen or an ineligible noncitizen and submit the documents discussed below for each family member. Once eligibility to receive assistance has been verified for an individual it need not be collected or verified again during continuously-assisted occupancy [24 CFR 5.508(g)(5)]

U.S. Citizens and Nationals

HUD requires a declaration for each family member who claims to be a U.S. citizen or national. The declaration must be signed personally by any family member 18 or older and by a guardian for minors.

The PHA may request verification of the declaration by requiring presentation of a birth certificate, United States passport or other appropriate documentation.

PHA Policy

Family members who claim U.S. citizenship or national status will not be required to provide additional documentation unless the PHA receives information indicating that an individual's declaration may not be accurate.

Eligible Immigrants

Documents Required

All family members claiming eligible immigration status must declare their status in the same manner as U.S. citizens and nationals.

The documentation required for eligible noncitizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance. Exhibit 7-2 at the end of this chapter summarizes documents family members must provide.

PHA Verification [HCV GB, pp 5-3 and 5-7]

For family members age 62 or older who claim to be eligible immigrants, proof of age is required in the manner described in 7-II.C. of this ACOP. No further verification of eligible immigration status is required.

For family members under the age of 62 who claim to be eligible immigrants, the PHA must verify immigration status with the U.S. Citizenship and Immigration Services (USCIS).

The PHA will follow all USCIS protocols for verification of eligible immigration status.

7-II.H. VERIFICATION OF PREFERENCE STATUS

The PHA must verify any preferences claimed by an applicant.

PHA Policy

The PHA offers the following local preferences, as described in Section 4-III.B:

In order to assist families involuntarily displaced by a disaster (fire, flood, hurricane, earthquake, governmental action resulting in displacement of family due to such actions as Modernization or disposition of a property, etc.).

An Administrative preference may be awarded to program participants residing in units assisted through the PHA sponsored housing programs, including but not limited to, the Low Rent Public Housing Program, Moderate Rehabilitation Program, Housing Choice Voucher Program Homeownership Program, 5H Homeownership Program, and the Section 32 Homeownership Program, who for administrative purposes may need to transfer to Public Housing.

Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments by targeting households on the waiting list that contribute to meeting income requirementsThe PHA will use the following local preference:

The PHA may verify that the family qualifies for the working family preference based on the family's submission of the working member's most recent paycheck stub indicating that the working member works at least 20 hours per week. The paycheck stub must have been issued to the working member within the last thirty days.

The PHA may also seek third party verification from the employer of the head, spouse, cohead or sole member of a family requesting a preference as a working family.

PART III: VERIFYING INCOME AND ASSETS

Chapter 6, Part I of this ACOP describes in detail the types of income that are included and excluded and how assets and income from assets are handled. Any assets and income reported by the family must be verified. This part provides PHA policies that supplement the general verification procedures specified in Part I of this chapter.

7-III.A. EARNED INCOME Tips

PHA Policy

Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year.

7-III.B. BUSINESS AND SELF EMPLOYMENT INCOME

PHA Policy

Business owners and self-employed persons will be required to provide:

An audited financial statement for the previous fiscal year if an audit was conducted. If an audit was not conducted, a statement of income and expenses must be submitted and the business owner or self-employed person must certify to its accuracy.

All schedules completed for filing federal and local taxes in the preceding year.

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

The PHA will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations.

At any reexamination the PHA may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

If a family member has been self-employed less than three (3) months, the PHA will accept the family member's certified estimate of income and schedule an interim reexamination in three (3) months. If the family member has been self-employed for three (3) to twelve (12) months the PHA will require the family to provide documentation of income and expenses for this period and use that information to project income.

7-III.C. PERIODIC PAYMENTS AND PAYMENTS IN LIEU OF EARNINGS Social Security/SSI Benefits

PHA Policy

To verify the SS/SSI benefits of applicants, the PHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member that receives social security benefits. If the family is unable to provide the document(s), the PHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the applicant has received the benefit verification letter they will be required to provide it to the PHA.

To verify the SS/SSI benefits of residents, the PHA will obtain information about social security/SSI benefits through the HUD EIV System or the Tenant Assessment Subsystem (TASS). If benefit information is not available in HUD systems, the PHA will request a current SSA benefit verification letter from each family member that receives social security benefits. If the family is unable to provide the document(s) the PHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the resident has received the benefit verification letter they will be required to provide it to the PHA.

7-III.D. ALIMONY OR CHILD SUPPORT

PHA Policy

The way the PHA will seek verification for alimony and child support differs depending on whether the family declares that it receives regular payments.

If the family declares that it *receives regular payments*, verification will be sought in the following order.

If payments are made through a state or local entity, the PHA will request a record of payments for the past 12 months and request that the entity disclose any known information about the likelihood of future payments.

Third-party verification from the person paying the support

Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules

Copy of the latest check and/or payment stubs

Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

If the family declares that it *receives irregular or no payments*, in addition to the verification process listed above, the family must provide evidence that it has taken all reasonable efforts to collect amounts due. This may include:

A statement from any agency responsible for enforcing payment that shows the family has requested enforcement and is cooperating with all enforcement efforts. If the family has made independent efforts at collection, a written statement from the attorney or other collection entity that has assisted the family in these efforts

Note: Families are not required to undertake independent enforcement action.

7-III.E. ASSETS AND INCOME FROM ASSETS

Assets Disposed of for Less than Fair Market Value

The family must certify whether any assets have been disposed of for less than fair market value in the preceding two years. The PHA needs to verify only those certifications that warrant documentation [HCV GB, p. 5-28].

PHA Policy

The PHA will verify the value of assets disposed of only if:

The PHA does not already have a reasonable estimation of its value from previously collected information, or

The amount reported by the family in the certification appears obviously in error.

Example 1: An elderly participant reported a \$10,000 certificate of deposit at the last annual reexamination and the PHA verified this amount. Now the person reports that she has given this \$10,000 to her son. The PHA has a reasonable estimate of the value of the asset; therefore, reverification of the value of the asset is not necessary.

Example 2: A family member has disposed of its 1/4 share of real property located in a desirable area and has valued her share at approximately 5,000. Based upon market conditions, this declaration does not seem realistic. Therefore, the PHA will verify the value of this asset.

7-III.F. NET INCOME FROM RENTAL PROPERTY

PHA Policy

The family must provide:

A current executed lease for the property that shows the rental amount or certification from the current tenant

A self-certification from the family members engaged in the rental of property providing an estimate of expenses for the coming year and the most recent IRS Form 1040 with Schedule E (Rental Income). If schedule E was not prepared, the PHA will require the family members involved in the rental of property to provide a self-certification of income and expenses for the previous year and may request documentation to support the statement including: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

7-III.G. RETIREMENT ACCOUNTS

PHA Policy

When third-party verification is not available the type of original document that will be accepted depends upon the family member's retirement status.

Before retirement, the PHA will accept an original document from the entity holding the account with a date that shows it is the most recently scheduled statement for the account but in no case earlier than 6 months from the effective date of the examination.

Upon retirement, the PHA will accept an original document from the entity holding the account that reflects any distributions of the account balance, any lump sums taken and any regular payments.

After retirement, the PHA will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken and any regular payments.

7-III.H. INCOME FROM EXCLUDED SOURCES

A detailed discussion of excluded income is provided in Chapter 6, Part I.

The PHA must obtain verification for income exclusions only if, without verification, the PHA would not be able to determine whether the income is to be excluded. For example: If a family's 16 year old has a job at a fast food restaurant, the PHA will confirm that PHA records verify the child's age but will not send a verification request to the restaurant. However, if a family claims the earned income disallowance for a source of income, both the source and the income must be verified.

PHA Policy

The PHA will reconcile differences in amounts reported by the third party and the family only when the excluded amount is used to calculate the family's rent (as is the case with the earned income disallowance). In all other cases, the PHA will report the amount to be excluded as indicated on documents provided by the family.

7-III.I. ZERO ANNUAL INCOME STATUS

PHA Policy

The PHA will check UIV sources and/or request information from third-party sources to verify that certain forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by families claiming to have zero annual income.

PART IV: VERIFYING MANDATORY DEDUCTIONS

7-IV.A. DEPENDENT AND ELDERLY/DISABLED HOUSEHOLD DEDUCTIONS

The dependent and elderly/disabled family deductions require only that the PHA verify that the family members identified as dependents or elderly/disabled persons meet the statutory definitions. No further verifications are required.

Dependent Deduction

See Chapter 6 (6-II.B.) for a full discussion of this deduction. The PHA will verify that:

- Any person under the age of 18 for whom the dependent deduction is claimed is not the head, spouse or cohead of the family and is not a foster child
- Any person age 18 or older for whom the dependent deduction is claimed is not a foster adult or live-in aide, and is a person with a disability or a full time student

Elderly/Disabled Family Deduction

See the Eligibility chapter for a definition of elderly and disabled families and Chapter 6 (6-II.C.) for a discussion of the deduction. The PHA will verify that the head, spouse, or cohead is 62 years of age or older or a person with disabilities.

7-IV.B. MEDICAL EXPENSE DEDUCTION

Policies related to medical expenses are found in 6-II.D. The amount of the deduction will be verified following the standard verification procedures described in Part I.

Amount of Expense

PHA Policy

The PHA will provide a third-party verification form directly to the medical provider requesting the needed information.

Medical expenses will be verified through:

Third-party verification form signed by the provider, when possible

If third-party is not possible, copies of cancelled checks used to make medical expense payments and/or printouts or receipts from the source will be used. In this case the PHA will make a best effort to determine what expenses from the past are likely to continue to occur in the future. The PHA will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.

If third-party or document review is not possible, written family certification as to costs anticipated to be incurred during the upcoming 12 months

In addition, the PHA must verify that:

- The household is eligible for the deduction.
- The costs to be deducted are qualified medical expenses.
- The expenses are not paid for or reimbursed by any other source.
- Costs incurred in past years are counted only once.

Eligible Household

The medical expense deduction is permitted only for households in which the head, spouse, or cohead is at least 62 or a person with disabilities. The PHA will verify that the family meets the definition of an elderly or disabled family provided in the Eligibility chapter, and as described in Chapter 7 (7-IV.A) of this plan.

Qualified Expenses

To be eligible for the medical expenses deduction, the costs must qualify as medical expenses. See Chapter 6 (6-II.D.) for the PHA's policy on what counts as a medical expense.

Unreimbursed Expenses

To be eligible for the medical expenses deduction, the costs must not be reimbursed by another source.

PHA Policy

The family will be required to certify that the medical expenses are not paid or reimbursed to the family from any source.

Expenses Incurred in Past Years

PHA Policy

When anticipated costs are related to on-going payment of medical bills incurred in past years, the PHA will verify:

The anticipated repayment schedule

The amounts paid in the past, and

Whether the amounts to be repaid have been deducted from the family's annual income in past years

7-IV.C. DISABILITY ASSISTANCE EXPENSES

Policies related to disability assistance expenses are found in 6-II.E. The amount of the deduction will be verified following the standard verification procedures described in Part I.

Amount of Expense

Attendant Care

PHA Policy

The PHA will provide a third-party verification form directly to the care provider requesting the needed information.

Expenses for attendant care will be verified through:

Third-party verification form signed by the provider, when possible

If third-party is not possible, copies of cancelled checks used to make attendant care payments and/or receipts from care source

If third-party or document review is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months

Auxiliary Apparatus

PHA Policy

Expenses for auxiliary apparatus will be verified through:

Third-party verification of anticipated purchase costs of auxiliary apparatus

If third-party is not possible, billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months

If third-party or document review is not possible, written family certification of estimated apparatus costs for the upcoming 12 months

In addition, the PHA must verify that:

- The family member for whom the expense is incurred is a person with disabilities (as described in 7-II.F above).
- The expense permits a family member, or members, to work (as described in 6-II.E.).
- The expense is not reimbursed from another source (as described in 6-II.E.).

Family Member is a Person with Disabilities

To be eligible for the disability assistance expense deduction, the costs must be incurred for attendant care or auxiliary apparatus expense associated with a person with disabilities. The PHA will verify that the expense is incurred for a person with disabilities (See 7-II.F.).

Family Member(s) Permitted to Work

The PHA must verify that the expenses claimed actually enable a family member, or members, (including the person with disabilities) to work.

PHA Policy

The PHA will seek third-party verification from a Rehabilitation Agency or knowledgeable medical professional indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member, or members, to work (See 6-II.E.).

If third-party and document review verification has been attempted and is either unavailable or proves unsuccessful, the family must certify that the disability assistance expense frees a family member, or members (possibly including the family member receiving the assistance), to work.

Unreimbursed Expenses

To be eligible for the disability expenses deduction, the costs must not be reimbursed by another source.

PHA Policy

An attendant care provider will be asked to certify that, to the best of the provider's knowledge, the expenses are not paid by or reimbursed to the family from any source.

The family will be required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

7-IV.D. CHILD CARE EXPENSES

Policies related to child care expenses are found in Chapter 6 (6-II.F). The amount of the deduction will be verified following the standard verification procedures described in Part I. In addition, the PHA must verify that:

- The child is eligible for care.
- The costs claimed are not reimbursed.
- The costs enable a family member to pursue an eligible activity.
- The costs are for an allowable type of child care.
- The costs are reasonable.

Eligible Child

To be eligible for the child care deduction, the costs must be incurred for the care of a child under the age of 13. The PHA will verify that the child being cared for (including foster children) is under the age of 13 (See 7-II.C.).

Unreimbursed Expense

To be eligible for the child care deduction, the costs must not be reimbursed by another source.

PHA Policy

The child care provider will be asked to certify that, to the best of the provider's knowledge, the child care expenses are not paid by or reimbursed to the family from any source.

The family will be required to certify that the child care expenses are not paid by or reimbursed to the family from any source.

Pursuing an Eligible Activity

The PHA must verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities.

PHA Policy

Information to be Gathered

The PHA will verify information about how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the time required for study (for students), the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

Seeking Work

Whenever possible the PHA will use documentation from a state or local agency that monitors work-related requirements (e.g., welfare or unemployment). In such cases the PHA will request verification from the agency of the member's job seeking efforts to date and require the family to submit to the PHA any reports provided to the other agency.

In the event third-party verification is not available, the PHA will provide the family with a form on which the family member must record job search efforts. The PHA will review this information at each subsequent reexamination for which this deduction is claimed.

Furthering Education

The PHA will ask that the academic or vocational educational institution verify that the person permitted to further his or her education by the child care is enrolled and provide information about the timing of classes for which the person is registered.

Gainful Employment

The PHA will seek verification from the employer of the work schedule of the person who is permitted to work by the child care. In cases in which two or more family members could be permitted to work, the work schedules for all relevant family members may be verified.

Allowable Type of Child Care

The type of care to be provided is determined by the family, but must fall within certain guidelines, as discussed in Chapter 6.

PHA Policy

The PHA will verify that the type of child care selected by the family is allowable, as described in Chapter 6 (6-II.F).

The PHA will verify that the fees paid to the child care provider cover only child care costs (e.g., no housekeeping services or personal services) and are paid only for the care of an eligible child (e.g., prorate costs if some of the care is provided for ineligible family members).

The PHA will verify that the child care provider is not an assisted family member. Verification will be made through the head of household's declaration of family members who are expected to reside in the unit.

Reasonableness of Expenses

Only reasonable child care costs can be deducted.

PHA Policy

The actual costs the family incurs will be compared with the PHA's established standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable.

If the family presents a justification for costs that exceed typical costs in the area, the PHA will request additional documentation, as required, to support a determination that the higher cost is appropriate.

Exhibit 7-1: Excerpt from HUD Verification Guidance Notice (PIH 2004-01, pp. 11-14)

Upfront (UIV)	Highest (Highly Recommended, highest level of third party verification)
Written 3 rd Party	High (Mandatory if upfront income verification is not available or if UIV data
	differs substantially from tenant-reported information)
Oral 3 rd Party	Medium (Mandatory if written third party verification is not available)
Document Review	Medium-Low (Use on provisional basis)
Tenant Declaration	Low (Use as a last resort)

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
Wages/Salaries	Use of computer matching agreements with a State Wage Information Collection Agency (SWICA) to obtain wage information electronically, by mail or fax or in person. Agreements with private vendor agencies, such as The Work Number or ChoicePoint to obtain wage and salary information. Use of HUD systems, when available.	The PHA mails, faxes, or e-mails a verification form directly to the independent sources to obtain wage information. The PHA may have the tenant sign a Request for Earnings Statement from the SSA to confirm past earnings. The PHA mails the form to SSA and the statement will be sent to the address the PHA specifies on the form.	In the event the independent source does not respond to the PHA's written request for information, the PHA may contact the independent source by phone or make an in person visit to obtain the requested information.	When neither form of third party verification can be obtained, the PHA may accept original documents such as consecutive pay stubs (HUD recommends the PHA review at least three months of pay stubs, if employed by the same employer for three months or more), W-2 forms, etc. from the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares the family's total annual income from earnings. Note: The PHA must document in the tenant file, the reason third party verification was not available.

Verification of Employment Income: The PHA should always obtain as much information as possible about the employment, such as start date (new employment), termination date (previous employment), pay frequency, pay rate, anticipated pay increases in the next twelve months, year-to-date earnings, bonuses, overtime, company name, address and telephone number, name and position of the person completing the employment verification form.

Effective Date of Employment: The PHA should always confirm start and termination dates of employment.

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
Self- Employment	Not Available	The PHA mails or faxes a verification form directly to sources identified by the family to obtain income information.	The PHA may call the source to obtain income information.	The PHA may accept any documents (i.e. tax returns, invoices and letters from customers) provided by the tenant to verify self-employment income. Note: The PHA must document in the tenant file, the reason third party verification was not obtained.	The PHA may accept a notarized statement or affidavit from the tenant that declares the family's total annual income from self-employment. Note: The PHA must document in the tenant file, the reason third party verification was not available.
Verification of 3	Self-Employment Inco	me: Typically, it is a	challenge for PHAs to	ANGLE G G GEFRANCE OF	ification of self-
employment inc	ome. When third party includes a perjury staten	verification is not ava			
Social Security	Use of HUD Tenant	The PHA mails	The PHA may call	The PHA may	The PHA may accept
Benefits	Assessment System (TASS) to obtain current benefit history and discrepancy reports.	or faxes a verification form directly to the local SSA office to obtain social security benefit information. (Not Available in some areas because SSA makes this data available through TASS. SSA encourages PHAs to use TASS.)	SSA, with the tenant on the line, to obtain current benefit amount. (Not Available in some areas because SSA makes this data available through TASS. SSA encourages PHAs to use TASS.)	accept an original SSA Notice from the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	a notarized statement or affidavit from the tenant that declares monthly social security benefits. Note: The PHA must document in the tenant file, the reason third party verification was not available.
Welfare Benefits	Use of computer matching agreements with the local Social Services Agency to obtain current benefit amount electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the local Social Services Agency to obtain welfare benefit information.	The PHA may call the local Social Services Agency to obtain current benefit amount.	The PHA may review an original award notice or printout from the local Social Services Agency provided by the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly welfare benefits. Note: The PHA must document in the tenant file, the reason third party verification was not available.

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
Child Support	Use of agreement with the local Child Support Enforcement Agency to obtain current child support amount and payment status electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.	The PHA may call the local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.	The PHA may review an original court order, notice or printout from the local Child Support Enforcement Agency provided by the tenant to verify current child support amount and payment status. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares current child support amount and payment status. Note: The PHA must document in the tenant file, the reason third party verification was not available.
Unemployment Benefits	Use of computer matching agreements with a State Wage Information Collection Agency to obtain unemployment compensation electronically, by mail or fax or in person. Use of HUD systems, when available.	The PHA mails, faxes, or e-mails a verification form directly to the State Wage Information Collection Agency to obtain unemployment compensation information.	The PHA may call the State Wage Information Collection Agency to obtain current benefit amount.	The PHA may review an original benefit notice or unemployment check stub, or printout from the local State Wage Information Collection Agency provided by the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares unemployment benefits. Note: The PHA must document in the tenant file, the reason third party verification was not available.
Pensions	Use of computer matching agreements with a Federal, State, or Local Government Agency to obtain pension information electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the pension provider to obtain pension information.	The PHA may call the pension provider to obtain current benefit amount.	The PHA may review an original benefit notice from the pension provider provided by the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly pension amounts. Note: The PHA must document in the tenant file, the reason third party verification was not available.

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
Assets	Use of cooperative agreements with sources to obtain asset and asset income information electronically, by mail or fax or in person.	The PHA mails, faxes, or emails a verification form directly to the source to obtain asset and asset income information.	The PHA may call the source to obtain asset and asset income information.	The PHA may review original documents provided by the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares assets and asset income. Note: The PHA must document in the tenant file, the reason third party verification was not available.
Comments	Whenever HUD makes available wage, unemployment, and SSA information, the PHA should use the information as part of the reexamination process. Failure to do so may result in disallowed costs during a RIM review.	Note: The independent source completes the form and returns the form directly to the PHA. Agency. The tenant should not hand carry documents to or from the independent source.	The PHA should document in the tenant file, the date and time of the telephone call or in person visit, along with the name and title of the person that verified the current income amount.		The PHA should use this verification method as a last resort, when all other verification methods are not possible or have been unsuccessful. Notarized statement should include a perjury penalty statement.

Note: The PHA must not pass verification costs along to the participant.

Note: In cases where the PHA cannot reliably project annual income, the PHA may elect to complete regular interim reexaminations (this policy should be apart of the PHA's written policies.)

Exhibit 7-2: Summary of Documentation Requirements for Noncitizens [HCV GB, pp. 5-9 and 5-10)

- All noncitizens claiming eligible status must sign a declaration of eligible immigrant status on a form acceptable to the PHA.
- Except for persons 62 or older, all noncitizens must sign a verification consent form
- Additional documents are required based upon the person's status.

Elderly Noncitizens

• A person 62 years of age or older who claims eligible immigration status also must provide proof of age such as birth certificate, passport, or documents showing receipt of SS old-age benefits.

All other Noncitizens

- Noncitizens that claim eligible immigration status also must present the applicable USCIS document.
 Acceptable USCIS documents are listed below.
- Form I-551 Alien Registration Receipt Card (for permanent resident aliens)
- Form I-94 Arrival-Departure Record annotated with one of the following:
 - "Admitted as a Refugee Pursuant to Section 207"
 - "Section 208" or "Asylum"
 - "Section 243(h)" or "Deportation stayed by Attorney General"
 - "Paroled Pursuant to Section 221 (d)(5) of the USCIS"

- Form I-94 Arrival-Departure Record with no annotation accompanied by:
 - A final court decision granting asylum (but only if no appeal is taken);
 - A letter from a USCIS asylum officer granting asylum (if application is filed on or after 10/1/90) or from a USCIS district director granting asylum (application filed before 10/1/90);
 - A court decision granting withholding of deportation; or
 - A letter from an asylum officer granting withholding or deportation (if application filed on or after 10/1/90).
- Form I-688 Temporary Resident Card annotated "Section 245A" or Section 210".
- Form I-688B Employment Authorization Card annotated "Provision of Law 274a. 12(11)" or "Provision of Law 274a.12".
- A receipt issued by the USCIS indicating that an application for issuance of a replacement document in one of the above listed categories has been made and the applicant's entitlement to the document has been verified; or
- Other acceptable evidence. If other documents are determined by the USCIS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the *Federal Register*

Chapter 8

LEASING AND INSPECTIONS

[24 CFR 5, Subpart G; 24 CFR 966, Subpart A]

INTRODUCTION

Public housing leases are the basis of the legal relationship between the PHA and the tenant. All units must be occupied pursuant to a dwelling lease agreement that complies with HUD's regulations.

HUD rules also require the PHA to inspect each dwelling unit prior to move-in, at move-out, and annually during occupancy. In addition, the PHA may require additional inspections in accordance with PHA policy.

This chapter is divided into two parts as follows:

<u>Part I: Leasing</u>. This part describes pre-leasing activities and the PHA's policies pertaining to lease execution, modification, and payments under the lease.

Part II: Inspections. This part describes the PHA's policies for inspecting dwelling units.

PART I: LEASING

8-I.A. OVERVIEW

An eligible family may occupy a public housing dwelling unit under the terms of a lease. The lease must meet all regulatory requirements, and must also comply with applicable state and local laws and codes.

The term of the lease must be for a period of 12 months. The lease must be renewed automatically for another 12-month term, except that the PHA may not renew the lease if the family has violated the community service requirement [24 CFR 966.4(a)(2)].

Part I of this chapter contains regulatory information, when applicable, as well as the PHA's policies governing leasing issues.

8-I.B. LEASE ORIENTATION

PHA Policy

After unit acceptance but prior to occupancy, a PHA representative will provide a lease orientation to the family. The head of household or spouse is required to attend.

Orientation Agenda

PHA Policy

When families attend the lease orientation, they will be provided with:

A copy of the lease

A copy of the PHA's grievance procedure

A copy of the house rules

A copy of the PHA's schedule of maintenance charges

A copy of the pamphlet Protect Your Family From Lead in Your Home

A copy of *Things You Should Know* (HUD-1140-OIG)

Topics to be discussed will include:

Applicable deposits and other charges

Review and explanation of lease provisions

Unit maintenance and work orders

The PHA's reporting requirements

Explanation of occupancy forms

Community service requirements

Family choice of rent

8-I.C. EXECUTION OF LEASE

The lease must be executed by the tenant and the PHA, except for automatic renewals of a lease [24 CFR 966.4(a)(3)].

A lease is executed at the time of admission for all new residents. A new lease is also executed at the time of transfer from one PHA unit to another.

The lease must state the composition of the household as approved by the PHA (family members and any PHA-approved live-in aide) [24 CFR 966.4(a)(1)(v)]. See Section 8-I.D. for policies regarding changes in family composition during the lease term.

PHA Policy

The head of household, spouse or cohead, and all other adult members of the household will be required to sign the public housing lease prior to admission. An appointment will be scheduled for the parties to execute the lease. The head of household will be provided a copy of the executed lease and the PHA will retain a copy in the resident's file.

Files for households that include a live-in aide will contain file documentation signed by the live-in aide, that the live-in aide is not a party to the lease and is not entitled to PHA assistance. The live-in aide is only approved to live in the unit while serving as the attendant for the participant family member.

8-I.D. MODIFICATIONS TO THE LEASE

The lease may be modified at any time by written agreement of the tenant and the PHA [24 CFR 966.4(a)(3)].

Modifications to the Lease Form

The PHA may modify its lease from time to time. However, the PHA must give residents 30 days advance notice of the proposed changes and an opportunity to comment on the changes. The PHA must also consider any comments before formally adopting the new lease [24 CFR 966.3].

After proposed changes have been incorporated into the lease and approved by the Board, each family must be notified at least 60 days in advance of the effective date of the new lease or lease revision. A resident's refusal to accept permissible and reasonable lease modifications that are made in accordance with HUD requirements, or are required by HUD, is grounds for termination of tenancy [24 CFR 966.4(l)(2)(iii)(E)].

PHA Policy

The family will have 30 days to accept the revised lease. If the family does not accept the offer of the revised lease within that 30 day timeframe, the family's tenancy will be terminated for other good cause in accordance with the policies in Chapter 13.

Schedules of special charges and rules and regulations are subject to modification or revision. Because these schedules are incorporated into the lease by reference, residents and resident organizations must be provided at least thirty days written notice of the reason(s) for any proposed modifications or revisions, and must be given an opportunity to present written comments. The notice must be delivered directly or mailed to each tenant; or posted in at least three conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the project office, if any, or if none, a similar central business location within the project. Comments must be taken into consideration before any proposed modifications or revisions become effective [24 CFR 966.5].

After the proposed revisions become effective they must be publicly posted in a conspicuous manner in the project office and must be furnished to applicants and tenants on request [24 CFR 966.5].

PHA Policy

When the PHA proposes to modify or revise schedules of special charges or rules and regulations, the PHA will post a copy of the notice in the central office, and will post a copy of the notice in three conspicuous places at each Public Housing Development.

Other Modifications

PHA Policy

The lease will be amended to reflect all changes in family composition.

If, for any reason, any member of the household ceases to reside in the unit, the lease will be amended by drawing a line through the person's name. The head of household and PHA will be required to initial and date the change.

If a new household member is approved by the PHA to reside in the unit, the person's name and birth date will be added to the lease. The head of household and PHA will be required to initial and date the change. If the new member of the household is an adult, s/he will also be required to sign and date the lease.

Policies governing when and how changes in family composition must be reported are contained in Chapter 9, Reexaminations.

8-I.E. SECURITY DEPOSITS [24 CFR 966.4(b)(5)]

At the option of the PHA, the lease may require security deposits. The amount of the security deposit cannot exceed one month's rent or a reasonable fixed amount as determined by the PHA. The PHA may allow for gradual accumulation of the security deposit by the family, or the family may be required to pay the security deposit in full prior to occupancy. Subject to applicable laws, interest earned on security deposits may be refunded to the tenant after vacating the unit, or used for tenant services or activities.

PHA Policy

Residents must pay a \$150.00 security deposit to the PHA at the time of admission,, and must be paid in full prior to occupancy. Under hardship circumstances the Property Manger can allow the deposit to be paid in 3 monthly installments which will be billed with the rent.

The PHA will hold the security deposit for the period the family occupies the unit. The PHA will not use the security deposit for rent or other charges while the resident is living in the unit.

Within 30 days of move-out, the PHA will refund to the resident the amount of the security deposit (including interest earned on the security deposit), less any amount needed to pay the cost of unpaid rent, damages listed on the move-out inspection report that exceed normal wear and tear, and other charges due under the lease.

The PHA will provide the resident with a written list of any charges against the security deposit within 10 business days of the move-out inspection. If the resident disagrees with the amount charged, the PHA will provide a meeting to discuss the charges.

If the resident transfers to another unit, the PHA will transfer the security deposit to the new unit. The tenant will be billed for any maintenance or other charges due for the "old" unit.

8-I.F. PAYMENTS UNDER THE LEASE

Rent Payments [24 CFR 966.4(b)(1)]

Families must pay the amount of the monthly tenant rent determined by the PHA in accordance with HUD regulations and other requirements. The amount of the tenant rent is subject to change in accordance with HUD requirements.

The lease must specify the initial amount of the tenant rent at the beginning of the initial lease term, and the PHA must give written notice stating any change in the amount of tenant rent and when the change is effective.

PHA Policy

The tenant rent is due and payable at the PHA-designated location on the first of every month. If the first falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

If a family's tenant rent changes, the PHA will notify the family of the new amount and the effective date by sending a "Notice of Rent Adjustment" which will become an attachment to the lease.

Late Fees and Nonpayment

At the option of the PHA, the lease may provide for payment of penalties when the family is late in paying tenant rent [24 CFR 966.4(b)(3)].

The lease must provide that late payment fees are not due and collectible until two weeks after the PHA gives written notice of the charges. The written notice is considered an adverse action, and must meet the requirements governing a notice of adverse action [24 CFR 966.4(b)(4)].

The notice of proposed adverse action must identify the specific grounds for the action and inform the family of their right for a hearing under the PHA grievance procedures. The PHA must not take the proposed action until the time for the tenant to request a grievance hearing has expired, or (if a hearing was requested within the required timeframe,) the grievance process has been completed [24 CFR 966.4(e)(8)].

PHA Policy

If the family fails to pay their rent by the fifth day of the month, and the PHA has not agreed to accept payment at a later date, a 14 day Notice to Vacate will be issued to the resident for failure to pay rent, demanding payment in full or the surrender of the premises.

In addition, if the resident fails to make payment by the end of office hours on the fifth day of the month, a late fee of \$15.00 will be charged, and if the rent is not paid by the fifteenth of the month an additional \$10.00 late charge will be accessed. Notices of late fees will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, the PHA may not take action for nonpayment of the fee until the conclusion of the grievance process. If the resident can document financial hardship, the late fee may be waived on a case-by-case basis.

When a check is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid and a returned check fee of \$25.00 will be charged to the family. The fee will be due and payable 14 days after billing.

Excess Utility Charges

If the PHA charges the tenant for consumption of excess utilities, the lease must state the basis for the determination of such charges. The imposition of charges for consumption of excess utilities is permissible only if the charges are determined by an individual check meter servicing the leased unit or result from the use of major tenant-supplied appliances [24 CFR 966.4(b)(2)].

Schedules of special charges for utilities that are required to be incorporated in the lease by reference must be publicly posted in a conspicuous manner in the development office and must be furnished to applicants and tenants on request [24 CFR 966.5].

The lease must provide that charges for excess utility consumption are not due and collectible until two weeks after the PHA gives written notice of the charges. The written notice is considered an adverse action, and must meet the requirements governing a notice of adverse action [24 CFR 966.4(b)(4)].

The notice of proposed adverse action must identify the specific grounds for the action and inform the family of their right for a hearing under the PHA grievance procedures. The PHA must not take the proposed action until the time for the tenant to request a grievance hearing has expired, or (if a hearing was requested within the required timeframe,) the grievance process has been completed [24 CFR 966.4(e)(8)].

PHA Policy

When applicable, families will be charged for excess utility usage according to the PHA's current posted schedule. Notices of excess utility charges will be mailed monthly and will be in accordance with requirements regarding notices of adverse actions. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, the PHA may not take action for nonpayment of the charges until the conclusion of the grievance process.

Nonpayment of excess utility charges is a violation of the lease and is grounds for eviction.

Maintenance and Damage Charges

If the PHA charges the tenant for maintenance and repair beyond normal wear and tear, the lease must state the basis for the determination of such charges [24 CFR 966.4(b)(2)].

Schedules of special charges for services and repairs which are required to be incorporated in the lease by reference must be publicly posted in a conspicuous manner in the development office and must be furnished to applicants and tenants on request [24 CFR 966.5].

The lease must provide that charges for maintenance and repair beyond normal wear and tear are not due and collectible until two weeks after the PHA gives written notice of the charges. The written notice is considered an adverse action, and must meet the requirements governing a notice of adverse action [24 CFR 966.4(b)(4)].

The notice of proposed adverse action must identify the specific grounds for the action and inform the family of their right for a hearing under the PHA grievance procedures. The PHA must not take the proposed action until the time for the tenant to request a grievance hearing has expired, or (if a hearing was requested within the required timeframe,) the grievance process has been completed [24 CFR 966.4(e)(8)].

PHA Policy

When applicable, families will be charged for maintenance and/or damages according to the PHA's current schedule. Work that is not covered in the schedule will be charged based on the actual cost of labor and materials to make needed repairs (including overtime, if applicable).

Notices of maintenance and damage charges will be mailed monthly and will be in accordance with requirements regarding notices of adverse actions. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, the PHA may not take action for nonpayment of the charges until the conclusion of the grievance process.

Nonpayment of maintenance and damage charges is a violation of the lease and is grounds for eviction.

PART II: INSPECTIONS

8-II.A. OVERVIEW

HUD rules require the PHA to inspect each dwelling unit prior to move-in, at move-out, and annually during occupancy. In addition, the PHA may require additional inspections, in accordance with PHA Policy. This part contains the PHA's policies governing inspections, notification of unit entry, and inspection results.

8-II.B. TYPES OF INSPECTIONS

Move-In Inspections [24 CFR 966.4(i)]

The lease must require the PHA and the family to inspect the dwelling unit prior to occupancy in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by the PHA and the resident, must be provided to the tenant and be kept in the resident file.

PHA Policy

Any adult family member may attend the initial inspection and sign the inspection form for the head of household.

Move-Out Inspections [24 CFR 966.4(i)]

The PHA must inspect the unit at the time the resident vacates the unit and must allow the resident to participate in the inspection if he or she wishes, unless the tenant vacates without notice to the PHA. The PHA must provide to the tenant a statement of any charges to be made for maintenance and damage beyond normal wear and tear.

The difference between the condition of the unit at move-in and move-out establishes the basis for any charges against the security deposit so long as the work needed exceeds that for normal wear and tear.

PHA Policy

When applicable, the PHA will provide the tenant with a statement of charges to be made for maintenance and damage beyond normal wear and tear, within 10 business days of conducting the move-out inspection.

Annual Inspections

Under the Public Housing Assessment System (PHAS), the PHA is required to inspect all occupied units annually using HUD's Uniform Physical Condition Standards (UPCS) [24 CFR 902.43(a)(4)].

Quality Control Inspections

The purpose of quality control inspections is to assure that all defects were identified in the original inspection, and that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame

PHA Policy

Supervisory quality control inspections will be conducted in accordance with the PHA's maintenance plan.

Special Inspections

PHA Policy

PHA staff may conduct a special inspection for any of the following reasons:

Housekeeping

Unit condition

Suspected lease violation

Preventive maintenance

Routine maintenance

There is reasonable cause to believe an emergency exists

Other Inspections

PHA Policy

Building exteriors, grounds, common areas and systems will be inspected according to the PHA's maintenance plan.

8-II.C. NOTICE AND SCHEDULING OF INSPECTIONS

Notice of Entry

Non-emergency Entries [24 CFR 966.4(j)(1)]

The PHA may enter the unit, with reasonable advance notification to perform routine inspections and maintenance, make improvements and repairs, or to show the unit for re-leasing. A written statement specifying the purpose of the PHA entry delivered to the dwelling unit at least two days before such entry is considered reasonable advance notification.

PHA Policy

The PHA will notify the resident in writing at least 48 hours prior to any non-emergency inspection.

For regular annual inspections, the family will receive at least five days (5) written notice of the inspection to allow the family to prepare the unit for the inspection.

Entry for repairs requested by the family will not require prior notice. Resident-requested repairs presume permission for the PHA to enter the unit.

Emergency Entries [24 CFR 966.4(j)(2)]

The PHA may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe that an emergency exists. If no adult household member is present at the time of an emergency entry, the PHA must leave a written statement showing the date, time and purpose of the entry prior to leaving the dwelling unit.

Scheduling of Inspections

PHA Policy

Inspections will be conducted during business hours. If a family needs to reschedule an inspection, they must notify the PHA at least 24 hours prior to the scheduled inspection. The PHA will reschedule the inspection no more than once unless the resident has a verifiable good cause to delay the inspection. The PHA may request verification of such cause.

Attendance at Inspections

Residents are required to be present for move-in inspections [24 CFR 966.4(i)]. There is no such requirement for other types of inspections.

PHA Policy

Except at move-in inspections, the resident is not required to be present for the inspection. The resident may attend the inspection if he or she wishes.

If no one is at home, the inspector will enter the unit, conduct the inspection and leave a copy of the inspection report in the unit.

8-II.D. INSPECTION RESULTS

The PHA is obligated to maintain dwelling units and the project in decent, safe and sanitary condition and to make necessary repairs to dwelling units [24 CFR 966.4(e)].

Emergency Repairs [24 CFR 966.4(h)]

If the unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, the tenant must immediately notify the PHA of the damage, and the PHA must make repairs within a reasonable time frame.

If the damage was caused by a household member or guest, the PHA must charge the family for the reasonable cost of repairs. The PHA may also take lease enforcement action against the family.

If the PHA cannot make repairs quickly, the PHA must offer the family standard alternative accommodations. If the PHA can neither repair the defect within a reasonable time frame nor offer alternative housing, rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling. Rent shall not be abated if the damage was caused by a household member or guest, or if the resident rejects the alternative accommodations.

PHA Policy

When conditions in the unit are hazardous to life, health, or safety, the PHA will make repairs or otherwise abate the situation within 24 hours.

Defects hazardous to life, health or safety include, but are not limited to, the following (a full list is in the PHA's Maintenance Plan:

Any condition that jeopardizes the security of the unit

Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling

Natural or LP gas or fuel oil leaks

Any electrical problem or condition that could result in shock or fire

Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit

Utilities not in service, including no running hot water

Conditions that present the imminent possibility of injury

Obstacles that prevent safe entrance or exit from the unit

Absence of a functioning toilet in the unit

Inoperable smoke detectors

Non-emergency Repairs

PHA Policy

The PHA will correct non-life threatening health and safety defects within 15 business days of the inspection date. If the PHA is unable to make repairs within that period due to circumstances beyond the PHA's control (e.g. required parts or services are not available, weather conditions, etc.) the PHA will notify the family of an estimated date of completion.

The family must allow the PHA access to the unit to make repairs.

Resident-Caused Damages

PHA Policy

Damages to the unit beyond wear and tear will be billed to the tenant in accordance with the policies in 8-I.G., Maintenance and Damage Charges.

Repeated or excessive damages to the unit beyond normal wear and tear will be considered a serious or repeated violation of the lease.

Housekeeping

PHA Policy

Residents whose housekeeping habits pose a non-emergency health or safety risk, encourage insect or rodent infestation, or cause damage to the unit are in violation of the lease. In these instances, the PHA will provide proper notice of a lease violation.

A reinspection will be conducted within 30 days to confirm that the resident has complied with the requirement to abate the problem. Failure to abate the problem or allow for a reinspection is considered a violation of the lease and may result in termination of tenancy in accordance with Chapter 13.

Notices of lease violation will also be issued to residents who purposely disengage the unit's smoke detector. Only one warning will be given. A second incidence will result in lease termination.

Chapter 9

REEXAMINATIONS

[24 CFR 960.257, 960.259, 966.4]

INTRODUCTION

The PHA is required to monitor each family's income and composition over time, and to adjust the family's rent accordingly. PHAs must adopt policies concerning the conduct of annual and interim reexaminations that are consistent with regulatory requirements, and must conduct reexaminations in accordance with such policies [24 CFR 960.257(c)].

The frequency with which the PHA must reexamine income for a family depends on whether the family pays income-based or flat rent. HUD requires the PHA to offer all families the choice of paying income-based rent or flat rent at least annually. The PHA's policies for offering families a choice of rents are located in Chapter 6. This chapter discusses both annual and interim reexaminations.

<u>Part I: Annual Reexaminations for Families Paying Income Based Rents</u>. This part discusses the requirements for annual reexamination of income and family composition. Full reexaminations are conducted at least once a year for families paying income-based rents.

<u>Part II: Reexaminations for Families Paying Flat Rents</u>. This part contains the PHA's policies for conducting full reexaminations of family income and composition for families paying flat rents. These full reexaminations are conducted at least once every 3 years. This part also contains the PHA's policies for conducting annual updates of family composition for flat rent families.

<u>Part III: Interim Reexaminations.</u> This part includes HUD requirements and PHA policies related to when a family may and must report changes that occur between annual reexaminations.

<u>Part IV: Recalculating Tenant Rent.</u> After gathering and verifying required information for an annual or interim reexamination, the PHA must recalculate the tenant rent. While the basic policies that govern these calculations are provided in Chapter 6, this part lays out policies that affect these calculations during a reexamination.

Policies governing reasonable accommodation, family privacy, required family cooperation and program abuse, as described elsewhere in this ACOP, apply to annual and interim reexaminations.

PART I: ANNUAL REEXAMINATIONS FOR FAMILIES PAYING INCOME BASED RENTS [24 CFR 960,257]

9-I.A. OVERVIEW

For those families who choose to pay income-based rent, the PHA must conduct a reexamination of income and family composition at least annually [24 CFR 960.257(a)(1)]. For families who choose flat rents, the PHA must conduct a reexamination of family composition at least annually, and must conduct a reexamination of family income at least once every 3 years [24 CFR 960.257(a)(2)]. Policies related to the reexamination process for families paying flat rent are located in Part II of this chapter.

For all residents of public housing, whether those residents are paying income-based or flat rents, the PHA must conduct an annual review of community service requirement compliance. This annual reexamination is also a good time to have residents sign consent forms for criminal background checks in case the criminal history of a resident is needed at some point to determine the need for lease enforcement or eviction.

The PHA is required to obtain information needed to conduct reexaminations. How that information will be collected is left to the discretion of the PHA. Families are required to provide current and accurate information on income, assets, allowances and deductions, family composition and community service compliance as part of the reexamination process [24 CFR 960.259].

This part contains the PHA's policies for conducting annual reexaminations.

9-I.B. SCHEDULING ANNUAL REEXAMINATIONS

The PHA must establish a policy to ensure that the annual reexamination for each family paying an income-based rent is completed within a 12 month period [24 CFR 960.257(a)(1)].

PHA Policy

Generally, the PHA will schedule annual reexaminations to coincide with the family's anniversary date. The PHA will begin the annual reexamination process approximately 120 days in advance of the scheduled effective date.

Anniversary date is defined as 12 months from the effective date of the family's last annual reexamination or, during a family's first year in the program, from the effective date of the family's initial examination (admission).

If the family transfers to a new unit, the PHA will perform a new annual reexamination, and the anniversary date will not be changed.

The PHA may also schedule an annual reexamination for completion prior to the anniversary date for administrative purposes.

Notification of and Participation in the Annual Reexamination Process

The PHA is required to obtain information needed to conduct annual reexaminations. How that information will be collected is left to the discretion of the PHA.

PHA Policy

Families generally are required to participate in an annual reexamination interview, which must be attended by the head of household, spouse, or cohead. If participation in an in-person interview poses a hardship because of a family member's disability, the family should contact the PHA to request a reasonable accommodation.

Notification of annual reexamination interviews will be sent by first-class mail and will contain the date, time, and location of the interview. In addition, it will inform the family of the information and documentation that must be brought to the interview.

If the family is unable to attend a scheduled interview, the family should contact the PHA in advance of the interview to schedule a new appointment. In all circumstances, if a family does not attend the scheduled interview the PHA will send a second notification with a new interview appointment time.

If a family fails to attend two scheduled interviews without PHA approval, the family will be in violation of their lease and may be terminated in accordance with the policies in Chapter 13.

An advocate, interpreter, or other assistant may assist the family in the interview process.

9-I.C. CONDUCTING ANNUAL REEXAMINATIONS

The terms of the public housing lease require the family to furnish information necessary for the redetermination of rent and family composition [24 CFR 966.4(c)(2)].

PHA Policy

Families will be asked to bring all required information (as described in the reexamination notice) to the reexamination appointment. The required information will include a PHA-designated reexamination form, an Authorization for the Release of Information/Privacy Act Notice, as well as supporting documentation related to the family's income, expenses, and family composition.

Any required documents or information that the family is unable to provide at the time of the interview must be provided within 10 business days of the interview. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension.

If the family does not provide the required documents or information within the required time frame (plus any extensions), the family will be in violation of their lease and may be terminated in accordance with the policies in Chapter 13.

The information provided by the family generally must be verified in accordance with the policies in Chapter 7. Unless the family reports a change, or the agency has reason to believe a change has occurred in information previously reported by the family, certain types of information that are verified at admission typically do not need to be re-verified on an annual basis. These include:

- Legal identity
- Age
- Social security numbers
- A person's disability status
- Citizenship or immigration status

Change in Unit Size

Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. The PHA may use the results of the annual reexamination to require the family to move to an appropriate size unit [24 CFR 960.257(a)(4)]. Policies related to such transfers are located in Chapter 12.

Criminal Background Checks

Information obtained through criminal background checks may be used for lease enforcement and eviction [24 CFR 5.903(e)(1)(ii)]. Criminal background checks of residents will be conducted in accordance with the policy in Section 13-IV.B.

PHA Policy

Each household member age 17 and over will be required to execute a consent form for a criminal background check as part of the annual reexamination process.

Compliance with Community Service

For families who include nonexempt individuals, the PHA must determine compliance with community service requirements once each 12 months [24 CFR 960.257(a)(3)].

See Chapter 11 for the PHA's policies governing compliance with the community service requirement.

9-I.D. EFFECTIVE DATES

As part of the annual reexamination process, the PHA must make appropriate adjustments in the rent after consultation with the family and upon verification of the information [24 CFR 960.257(a)(1)].

PHA Policy

In general, an *increase* in the tenant rent that results from an annual reexamination will take effect on the family's anniversary date, and the family will be notified at least 30 days in advance.

If less than 30 days remain before the scheduled effective date, the increase will take effect on the first of the month following the end of the 30-day notice period.

If the PHA chooses to schedule an annual reexamination for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by the PHA, but will always allow for the 30-day notice period.

If the family causes a delay in processing the annual reexamination, *increases* in the family share of the rent will be applied retroactively, to the scheduled effective date of the annual reexamination. The family will be responsible for any underpaid rent and may be offered a repayment agreement in accordance with the policies in Chapter 16.

In general, a *decrease* in the tenant rent that results from an annual reexamination will take effect on the family's anniversary date.

If the PHA chooses to schedule an annual reexamination for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by the PHA. If the family causes a delay in processing the annual reexamination, d*ecreases* in the family share of the rent will be applied prospectively, from the first day of the month following completion of the reexamination processing.

Delays in reexamination processing are considered to be caused by the family if the family fails to provide information requested by the PHA by the date specified, and this delay prevents the PHA from completing the reexamination as scheduled.

PART II: REEXAMINATIONS FOR FAMILIES PAYING FLAT RENTS [24 CFR 960.257(2)]

9-II.A. OVERVIEW

HUD requires that the PHA offer all families the choice of paying income-based rent or flat rent at least annually. The PHA's policies for offering families a choice of rents are located in Chapter 6.

For families who choose flat rents, the PHA must conduct a reexamination of family composition at least annually, and must conduct a reexamination of family income at least once every 3 years [24 CFR 960.257(a)(2)]. The PHA is only required to provide the amount of income-based rent the family might pay in those years that the PHA conducts a full reexamination of income and family composition, or upon request of the family after the family submits updated income information [24 CFR 960.253(e)(2)].

As it does for families that pay income-based rent, on an annual basis, the PHA must also review community service compliance and should have each household member 17 years of age or older consent to a criminal background check.

This part contains the PHA's policies for conducting reexaminations of families who choose to pay flat rents.

9-II.B. FULL REEXAMINATION OF FAMILY INCOME AND COMPOSITION

Frequency of Reexamination

PHA Policy

For families paying flat rents, the PHA will conduct a full reexamination of family income and composition once every 3 years.

Reexamination Policies

PHA Policy

In conducting full reexaminations for families paying flat rents, the PHA will follow the policies used for the annual reexamination of families paying income-based rent as set forth in Sections 9-I.B through 9-I.D above.

9-II.C. REEXAMINATION OF FAMILY COMPOSITION ("ANNUAL UPDATE")

As noted above, full reexaminations are conducted every 3 years for families paying flat rents. In the years between full reexaminations, regulations require the PHA to conduct a reexamination of family composition ("annual update") [24 CFR 960.257(a)(2)].

The annual update process is similar to the annual reexamination process, except that the PHA does not collect information about the family's income and expenses, and the family's rent is not recalculated following an annual update.

Scheduling

The PHA must establish a policy to ensure that the reexamination of family composition for families choosing to pay the flat rent is completed at least annually [24 CFR 960.257(a)(2)].

PHA Policy

For families paying flat rents, annual updates will be conducted in each of the 2 years following the full reexamination.

In scheduling the annual update, the PHA will follow the policy used for scheduling the annual reexamination of families paying income-based rent as set forth in Section 9-I.B. above.

Conducting Annual Updates

The terms of the public housing lease require the family to furnish information necessary for the redetermination of rent and family composition [24 CFR 966.4(c)(2)].

PHA Policy

Generally, the family will not be required to attend an interview for an annual update. However, if the PHA determines that an interview is warranted, the family may be required to attend.

Notification of the annual update will be sent by first-class mail and will inform the family of the information and documentation that must be provided to the PHA. The family will have 10 business days to submit the required information to the PHA. If the family is unable to obtain the information or documents within the required time frame, the family may request an extension. The PHA will accept required documentation by mail, by fax, or in person.

If the family's submission is incomplete, or the family does not submit the information in the required time frame, the PHA will send a second written notice to the family. The family will have 10 business days from the date of the second notice to provide the missing information or documentation to the PHA.

If the family does not provide the required documents or information within the required time frame (plus any extensions), the family will be in violation of their lease and may be terminated in accordance with the policies in Chapter 13.

Change in Unit Size

Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. The PHA may use the results of the annual update to require the family to move to an appropriate size unit [24 CFR 960.257(a)(4)]. Policies related to such transfers are located in Chapter 12.

Criminal Background Checks

Information obtained through criminal background checks may be used for lease enforcement and eviction [24 CFR 5.903(e)]. Criminal background checks of residents will be conducted in accordance with the policy in Section 13-IV.B.

PHA Policy

Each household member age 17 and over will be required to execute a consent form for criminal background check as part of the annual update process.

Compliance with Community Service

For families who include nonexempt individuals, the PHA must determine compliance with community service requirements once each 12 months [24 CFR 960.257(a)(3)].

See Chapter 11 for the PHA's policies governing compliance with the community service requirement.

PART III: INTERIM REEXAMINATIONS [24 CFR 960.257; 24 CFR 966.4]

9-III.A. OVERVIEW

Family circumstances may change throughout the period between annual reexaminations. HUD and PHA policies dictate what kinds of information about changes in family circumstances must be reported, and under what circumstances the PHA must process interim reexaminations to reflect those changes. HUD regulations also permit the PHA to conduct interim reexaminations of income or family composition at any time.

In addition to specifying what information the family must report, HUD regulations permit the family to request an interim determination if other aspects of the family's income or composition change. The PHA must complete the interim reexamination within a reasonable time after the family's request.

This part includes HUD and PHA policies describing what changes families are required to report, what changes families may choose to report, and how the PHA will process both PHA- and family-initiated interim reexaminations.

9-III.B. CHANGES IN FAMILY AND HOUSEHOLD COMPOSITION

The PHA must adopt policies prescribing when and under what conditions the family must report changes in family composition. However, due to provisions of the public housing lease, the PHA has limited discretion in this area. Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. Policies related to such transfers are located in Chapter 12.

PHA Policy

All families, those paying income-based rent as well as flat rent, must report all changes in family and household composition that occur between annual reexaminations (or annual updates).

The PHA will conduct interim reexaminations to account for any changes in household composition that occur between annual reexaminations.

New Family Members Not Requiring Approval

The addition of a family member as a result of birth, adoption, or court-awarded custody does not require PHA approval. However, the family is required to promptly notify the PHA of the addition [24 CFR 966.4(a)(1)(v)].

PHA Policy

The family must inform the PHA of the birth, adoption or court-awarded custody of a child within 10 business days.

New Family and Household Members Requiring Approval

With the exception of children who join the family as a result of birth, adoption, or court-awarded custody, a family must request PHA approval to add a new family member [24 CFR 966.4(a)(1)(v)] or other household member (live-in aide or foster child) [24 CFR 966.4(d)(3)].

The PHA may adopt reasonable policies concerning residence by a foster child or a live-in aide, and defining the circumstances in which PHA consent will be given or denied. Under such policies, the factors considered by the PHA may include [24 CFR 966.4(d)(3)(i)]:

- Whether the addition of a new occupant may necessitate a transfer of the family to another unit, and whether such units are available.
- The PHA 's obligation to make reasonable accommodation for handicapped persons.

PHA Policy

Families must request PHA approval to add a new family member, live-in aide, foster child, or foster adult. This includes any person not on the lease who is expected to stay in the unit for more than 7 consecutive days or a total of 14 cumulative calendar days during any 12 month period, and therefore no longer qualifies as a "guest." Requests must be made in writing and approved by the PHA prior to the individual moving into the unit.

The PHA will not approve the addition of new family or household members other than by birth, adoption, court-awarded custody, or marriage, if it will require the family to transfer to a larger size unit (under the transfer policy in Chapter 12), unless the family can demonstrate that there are medical needs or other extenuating circumstances, including reasonable accommodation, that should be considered by the PHA. Exceptions will be made on a case-by-case basis.

The PHA will not approve the addition of a new family or household member unless the individual meets the PHA's eligibility criteria (see Chapter 3).

If the PHA determines that an individual does not meet the PHA's eligibility criteria as defined in Chapter 3, the PHA will notify the family in writing of its decision to deny approval of the new family or household member and the reasons for the denial.

The PHA will make its determination within 10 business days of receiving all information required to verify the individual's eligibility.

Departure of a Family or Household Member

PHA Policy

If a family member ceases to reside in the unit, the family must inform the PHA within 10 business days. This requirement also applies to family members who had been considered temporarily absent, who are now permanently absent.

If a live-in aide, foster child, or foster adult ceases to reside in the unit, the family must inform the PHA within 10 business days.

9-III.C. CHANGES AFFECTING INCOME OR EXPENSES

Interim reexaminations can be scheduled either because the PHA has reason to believe that changes in income or expenses may have occurred, or because the family reports a change. When a family reports a change, the PHA may take different actions depending on whether the family reported the change voluntarily, or because it was required to do so.

PHA Policy

This section only applies to families paying income-based rent. Families paying flat rent are not required to report changes in income or expenses.

PHA-initiated Interim Reexaminations

PHA-initiated interim reexaminations are those that are scheduled based on circumstances or criteria defined by the PHA. They are not scheduled because of changes reported by the family.

PHA Policy

The PHA will conduct interim reexaminations in each of the following instances:

For families receiving the Earned Income Disallowance (EID), the PHA will conduct an interim reexamination at the start, to adjust the exclusion with any changes in income, and at the conclusion of the second 12 month exclusion period (50 percent phase-in period).

If the family has reported zero income, the PHA will conduct an interim reexamination every 3 months as long as the family continues to report that they have no income.

If at the time of the annual reexamination, it is not feasible to anticipate a level of income for the next 12 months (e.g. seasonal or cyclic income), the PHA will schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income.

If at the time of the annual reexamination, tenant-provided documents were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, the PHA will conduct an interim reexamination.

The PHA may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint.

Family-Initiated Interim Reexaminations

The PHA must adopt policies prescribing when and under what conditions the family must report changes in family income or expenses [24 CFR 960.257(c)]. In addition, HUD regulations require that the family be permitted to obtain an interim reexamination any time the family has experienced a change in circumstances since the last determination [24 CFR 960.257(b)].

Required Reporting

HUD regulations give the PHA the freedom to determine the circumstances under which families will be required to report changes affecting income.

PHA Policy

Families are required to report all increases in earned income, including new employment, within 10 business days of the date the change takes effect.

The PHA will only conduct interim reexaminations for families that qualify for the earned income disallowance (EID), and only when the EID family's rent will change as a result of the increase. In all other cases, the PHA will note the information in the tenant file, but will not conduct an interim reexamination. Families are not required to report any other changes in income or expenses.

Optional Reporting

The family may request an interim reexamination any time the family has experienced a change in circumstances since the last determination [24 CFR 960.257(b)]. The PHA must process the request if the family reports a change that will result in a reduced family income [PH Occ GB, p. 159].

If a family reports a decrease in income from the loss of welfare benefits due to fraud or non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program, the family's share of the rent will not be reduced [24 CFR 5.615]. For more information regarding the requirement to impute welfare income see Chapter 6.

PHA Policy

If a family reports a change that it was not required to report and that would result in an increase in the tenant rent, the PHA will note the information in the tenant file, but will not conduct an interim reexamination.

If a family reports a change that it was not required to report and that would result in a decrease in the tenant rent, the PHA will conduct an interim reexamination. See Section 9-III.D. for effective dates. Families may report changes in income or expenses at any time.

9-III.D. PROCESSING THE INTERIM REEXAMINATION

Method of Reporting

PHA Policy

The family may notify the PHA of changes either orally or in writing. If the family provides oral notice, the PHA may also require the family to submit the changes in writing.

Generally, the family will not be required to attend an interview for an interim reexamination. However, if the PHA determines that an interview is warranted, the family may be required to attend.

Based on the type of change reported, the PHA will determine the documentation the family will be required to submit. The family must submit any required information or documents within 10 business days of receiving a request from the PHA. This time frame may be extended for good cause with PHA approval. The PHA will accept required documentation by mail, by fax, or in person.

Effective Dates

The PHA must make the interim reexamination within a reasonable time after the family request [24 CFR 960.257(b)].

PHA Policy

If the family share of the rent is to *increase*:

The increase generally will be effective on the first of the month following 30 days' notice to the family.

If a family fails to report a change within the required time frames, or fails to provide all required information within the required time frames, the increase will be applied retroactively, to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any underpaid rent and may be offered a repayment agreement in accordance with the policies in Chapter 16.

If the family share of the rent is to *decrease*:

The decrease will be effective on the first day of the month following the month in which the change was reported. In cases where the change cannot be verified until after the date the change would have become effective, the change will be made retroactively.

PART IV: RECALCULATING TENANT RENT

9-IV.A. OVERVIEW

For those families paying income-based rent, the PHA must recalculate the rent amount based on the income information received during the reexamination process and notify the family of the changes [24 CFR 966.4, 960.257]. While the basic policies that govern these calculations are provided in Chapter 6, this part lays out policies that affect these calculations during a reexamination.

9-IV.B. CHANGES IN UTILITY ALLOWANCES [24 CFR 965.507, 24 CFR 966.4]

The tenant rent calculations must reflect any changes in the PHA's utility allowance schedule [24 CFR 960.253(c)(3)]. Chapter 16 discusses how utility allowance schedules are established.

PHA Policy

Unless the PHA is required to revise utility allowances retroactively, revised utility allowances will be applied to a family's rent calculations at the first annual reexamination after the allowance is adopted.

9-IV.C. NOTIFICATION OF NEW TENANT RENT

The public housing lease requires the PHA to give the tenant written notice stating any change in the amount of tenant rent, and when the change is effective [24 CFR 966.4(b)(1)(ii)].

When the PHA redetermines the amount of rent (Total Tenant Payment or Tenant Rent) payable by the tenant, not including determination of the PHA's schedule of Utility Allowances for families in the PHA's Public Housing Program, or determines that the tenant must transfer to another unit based on family composition, the PHA must notify the tenant that the tenant may ask for an explanation stating the specific grounds of the PHA determination, and that if the tenant does not agree with the determination, the tenant shall have the right to request a hearing under the PHA's grievance procedure [24 CFR 966.4(c)(4)].

PHA Policy

Rent Adjustment letter will be sent to the families for all rent changes.

9-IV.D. DISCREPANCIES

During an annual or interim reexamination, the PHA may discover that information previously reported by the family was in error, or that the family intentionally misrepresented information. In addition, the PHA may discover errors made by the PHA. When errors resulting in the overpayment or underpayment of rent are discovered, corrections will be made in accordance with the policies in Chapter 15.

Chapter 10

PETS

[24 CFR 5, Subpart C; 24 CFR 960, Subpart G]

INTRODUCTION

This chapter explains the PHA's policies on the keeping of pets and any criteria or standards pertaining to the policies. The rules adopted are reasonably related to the legitimate interest of the PHA to provide a decent, safe and sanitary living environment for all tenants, and to protect and preserve the physical condition of the property, as well as the financial interest of the PHA.

The chapter is organized as follows:

<u>Part I: Assistance Animals</u>. This part explains the difference between assistance animals and pets and contains policies related to the designation of an assistance animal as well as their care and handling.

<u>Part II: Pet policies for all developments</u>. This part includes pet policies that are common to both elderly/disabled developments and general occupancy developments.

<u>Part III: Pet deposits and fees for elderly/disabled developments</u>. This part contains policies for pet deposits and fees that are applicable to elderly/disabled developments.

<u>Part IV: Pet deposits and fees for general occupancy developments</u>. This part contains policies for pet deposits and fees that are applicable to general occupancy developments.

PART I: ASSISTANCE ANIMALS

[Section 504; Fair Housing Act (42 U.S.C.); 24 CFR 5.303]

10-I.A. OVERVIEW

This part discusses situations under which permission for an assistance animal may be denied, and also establishes standards for the care of assistance animals.

Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals – often referred to as "service animals," "assistive animals," "support animals," or "therapy animals" – perform many disability-related functions, including but not limited to the following:

- Guiding individuals who are blind or have low vision
- · Alerting individuals who are deaf or hearing impaired
- Providing minimal protection or rescue assistance
- Pulling a wheelchair
- Fetching items
- Alerting persons to impending seizures
- Providing emotional support to persons with disabilities who have a disability-related need for such support

Assistance animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, and thus, are not subject to the PHA's pet policies described in Parts II through IV of this chapter [24 CFR 5.303; 960.705].

10-I.B. APPROVAL OF ASSISTANCE ANIMALS

A person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for the animal [PH Occ GB, p. 179].

A PHA may not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, no special training is required. The question is whether or not the animal performs the assistance or provides the benefit needed by the person with the disability [PH Occ GB, p. 178].

A PHA's refusal to permit persons with a disability to use and live with an assistance animal that is needed to assist them, would violate Section 504 of the Rehabilitation Act and the Fair Housing Act unless [PH Occ GB, p. 179]:

- There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation
- There is reliable objective evidence that the animal would cause substantial physical damage to the property of others

PHAs have the authority to regulate assistance animals under applicable federal, state, and local law [24 CFR 5.303(b)(3); 960.705(b)(3)].

PHA Policy

For an animal to be excluded from the pet policy and be considered an assistance animal, there must be a person with disabilities in the household, and the family must request and the PHA approve a reasonable accommodation in accordance with the policies contained in Chapter 2.

10-I.C. CARE AND HANDLING

HUD regulations do not affect any authority a PHA may have to regulate assistance animals under federal, state, and local law [24 CFR 5.303; 24 CFR 960.705].

PHA Policy

Residents must register and care for assistance animals in a manner that complies with state and local laws, including anti-cruelty laws, spaying, neutering and registration.

Residents must ensure that assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit, or property of other residents.

When a resident's care or handling of an assistance animal violates these policies, the PHA will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If the PHA determines that no such accommodation can be made, the PHA may withdraw the approval of a particular assistance animal.

Proof of licensing at the time of registration and annually in conjunction with annual reexamination.

PART II: PET POLICIES FOR ALL DEVELOPMENTS

[24 CFR 5, Subpart C; 24 CFR 960, Subpart G]

10-II.A. OVERVIEW

The purpose of a pet policy is to establish clear guidelines for ownership of pets and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets. This part contains pet policies that apply to all developments.

10-II.B. MANAGEMENT APPROVAL OF PETS

Registration of Pets

PHAs may require registration of the pet with the PHA [24 CFR 960.707(b)(5)].

PHA Policy

Pets must be registered with the PHA before they are brought onto the premises.

Registration includes documentation signed by a licensed veterinarian or state/local authority that the pet has received all inoculations required by state or local law, and that the pet has no communicable disease(s) and is pest-free. This registration must be renewed annually and will be coordinated with the annual reexamination date.

Pets will not be approved to reside in a unit until completion of the registration requirements.

Refusal to Register Pets

PHA Policy

The PHA will refuse to register a pet if:

The pet is not a common household pet as defined in Section 10-II.C. below

Keeping the pet would violate any pet restrictions listed in this policy

The pet owner fails to provide complete pet registration information, or fails to update the registration annually

The applicant has previously been charged with animal cruelty under state or local law; or has been evicted, had to relinquish a pet or been prohibited from future pet ownership due to pet rule violations or a court order

The PHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

If the PHA refuses to register a pet, a written notification will be sent to the pet owner within 10 business days of the PHA's decision. The notice will state the reason for refusing to register the pet and will inform the family of their right to appeal the decision in accordance with the PHA's grievance procedures.

Pet Agreement

PHA Policy

Residents who have been approved to have a pet must enter into a pet agreement with the PHA, or the approval of the pet will be withdrawn.

The pet agreement is the resident's certification that he or she has received a copy of the PHA's pet policy and applicable house rules, that he or she has read the policies and/or rules, understands them, and agrees to comply with them.

The resident further certifies by signing the pet agreement that he or she understands that noncompliance with the PHA's pet policy and applicable house rules may result in the withdrawal of PHA approval of the pet or termination of tenancy.

10-II.C. STANDARDS FOR PETS [24 CFR 5.318; 960.707(b)]

PHAs may establish reasonable requirements related to pet ownership including, but not limited to:

- Limitations on the number of animals in a unit, based on unit size
- Prohibitions on types of animals that the PHA classifies as dangerous, provided that such classifications are consistent with applicable state and local law
- Prohibitions on individual animals, based on certain factors, including the size and weight of the animal
- Requiring pet owners to have their pets spayed or neutered

PHA's may not require pet owners to have any pet's vocal cords removed.

Definition of "Common Household Pet"

There is no regulatory definition of common household pet for public housing programs, although the regulations for pet ownership in both elderly/disabled and general occupancy developments use the term. The regulations for pet ownership in elderly/disabled developments expressly authorize PHAs to define the term [24 CFR 5.306(2)].

PHA Policy

Common household pet means a domesticated animal, such as a dog, cat, bird, or fish that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes.

The following animals are not considered common household pets:

Reptiles

Rodents

Insects

Arachnids

Wild animals or feral animals

Pot-bellied pigs

Animals used for commercial breeding

Pet Restrictions

PHA Policy

The following animals are not permitted:

Any animal whose adult weight will exceed 25 pounds

Dogs of the pit bull, rottweiler, chow, or boxer breeds

Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations

Any animal not permitted under state or local law or code

Number of Pets

PHA Policy

Residents may own a maximum of 2 pets, only 1 of which may be a dog.

In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to 10 gallons. Such a tank or aquarium will be counted as 1 pet.

Other Requirements

PHA Policy

Dogs and cats must be spayed or neutered at the time of registration or, in the case of underage animals, within 30 days of the pet reaching 6 months of age. Exceptions may be made upon veterinary certification that subjecting this particular pet to the procedure would be temporarily or permanently medically unsafe or unnecessary.

Pets must be licensed in accordance with state or local law. Residents must provide proof of licensing at the time of registration and annually, in conjunction with the resident's annual reexamination.

10-II.D. PET RULES

Pet owners must maintain pets responsibly, in accordance with PHA policies, and in compliance with applicable state and local public health, animal control, and animal cruelty laws and regulations [24 CFR 5.315; 24 CFR 960.707(a)].

Pet Area Restrictions

PHA Policy

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried and under the control of the resident or other responsible individual at all times.

Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

Pet owners are not permitted to exercise pets or permit pets to deposit waste on project premises outside of the areas designated for such purposes.

Designated Pet/No-Pet Areas [24 CFR 5.318(g), PH Occ GB, p. 182]

PHAs may designate buildings, floors of buildings, or sections of buildings as no-pet areas where pets generally may not be permitted. Pet rules may also designate buildings, floors of building, or sections of building for residency by pet-owning tenants.

PHAs may direct initial tenant moves as may be necessary to establish pet and no-pet areas. The PHA may not refuse to admit, or delay admission of, an applicant on the grounds that the applicant's admission would violate a pet or no-pet area. The PHA may adjust the pet and no-pet areas or may direct such additional moves as may be necessary to accommodate such applicants for tenancy or to meet the changing needs of the existing tenants.

PHAs may not designate an entire development as a no-pet area, since regulations permit residents to own pets.

PHA Policy

With the exception of common areas as described in the previous policy, the PHA has not designated any buildings, floors of buildings, or sections of buildings as no-pet areas. In addition, the PHA has not designated any buildings, floors of buildings, or sections of buildings for residency of pet-owning tenants.

Cleanliness

PHA Policy

The pet owner shall be responsible for the removal of waste from the exercise area by placing it in a sealed plastic bag and disposing of it in a container provided by the PHA.

The pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

Litter box requirements:

Pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner.

Litter shall not be disposed of by being flushed through a toilet.

Litter boxes shall be kept inside the resident's dwelling unit.

Alterations to Unit

PHA Policy

Pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

Noise

PHA Policy

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

Pet Care

PHA Policy

Each pet owner shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

Each pet owner shall be responsible for appropriately training and caring for his/her pet to ensure that the pet is not a nuisance or danger to other residents and does not damage PHA property.

No animals may be tethered or chained inside or outside the dwelling unit at any time.

Responsible Parties

PHA Policy

The pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

A resident who cares for another resident's pet must notify the PHA and sign a statement that they agree to abide by all of the pet rules.

Pets Temporarily on the Premises

PHA Policy

Pets that are not owned by a tenant are not allowed on the premises. Residents are prohibited from feeding or harboring stray animals.

This rule does not apply to visiting pet programs sponsored by a humane society or other non-profit organizations, and approved by the PHA.

Pet Rule Violations

PHA Policy

All complaints of cruelty and all dog bites will be referred to animal control or an applicable agency for investigation and enforcement.

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the pet rules, written notice will be served.

The notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

That the pet owner has 10 business days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation

That the pet owner is entitled to be accompanied by another person of his or her choice at the meeting

That the pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to remove the pet, or to terminate the pet owner's tenancy

Notice for Pet Removal

PHA Policy

If the pet owner and the PHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the PHA, the PHA may serve notice to remove the pet.

The notice will contain:

A brief statement of the factual basis for the PHA's determination of the pet rule that has been violated

The requirement that the resident /pet owner must remove the pet within 30 calendar days of the notice

A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures

Pet Removal

PHA Policy

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the pet owner.

If the responsible party is unwilling or unable to care for the pet, or if the PHA after reasonable efforts cannot contact the responsible party, the PHA may contact the appropriate state or local agency and request the removal of the pet.

Termination of Tenancy

PHA Policy

The PHA may initiate procedures for termination of tenancy based on a pet rule violation if:

The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease

Emergencies

PHA Policy

The PHA will take all necessary steps to ensure that pets or services animals that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals.

If it is necessary for the PHA to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

PART III: PET DEPOSITS AND FEES IN ELDERLY/DISABLED DEVELOPMENTS

10-III.A. OVERVIEW

This part describes the PHA's policies for pet deposits and fees in elderly, disabled and mixed population developments. Policies governing deposits and fees in general occupancy developments are described in Part IV.

10-III.B. PET DEPOSITS

Payment of Deposit

The PHA may require tenants who own or keep pets in their units to pay a refundable pet deposit. This deposit is in addition to any other financial obligation generally imposed on tenants of the project [24 CFR 5.318(d)(1)].

The maximum amount of pet deposit that may be charged by a PHA on a per dwelling unit basis, is the higher of the total tenant payment (TTP) or such reasonable fixed amount as the PHA may require. The PHA may permit gradual accumulation of the pet deposit by the pet owner [24 CFR 5.318(d)(3)].

The pet deposit is not part of the rent payable by the resident [24 CFR 5.318(d)(5)].

PHA Policy

Pet owners are required to pay a pet deposit in addition to any other required deposits. The amount of the deposit is \$200.00, and must be paid in full before the pet is brought on the premises.

Refund of Deposit [24 CFR 5.318(d)(1)]

The PHA may use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet, including (but not limited to) the costs of repairs and replacements to, and fumigation of, the tenant's dwelling unit. The PHA must refund the unused portion of the pet deposit to the tenant within a reasonable time after the tenant moves from the project or no longer owns or keeps a pet in the unit.

PHA Policy

The PHA will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within 30 days of move-out or removal of the pet from the unit.

The resident will be billed for any amount that exceeds the pet deposit.

The PHA will provide the resident with a written list of any charges against the pet deposit within 10 business days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, the PHA will provide a meeting to discuss the charges.

10-III.C. OTHER CHARGES

Pet-Related Damages During Occupancy

PHA Policy

All reasonable expenses incurred by the PHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

The cost of repairs and replacements to the resident's dwelling unit

Fumigation of the dwelling unit

Repairs to common areas of the project

The expense of flea elimination shall also be the responsibility of the resident.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with the policies in Section 8-I.G, Maintenance and Damage Charges. Pet deposits will not be applied to the costs of pet-related damages during occupancy.

Charges for pet-related damage are not part of rent payable by the resident.

Pet Waste Removal Charge

The regulations do not address the PHA's ability to impose charges for house pet rule violations. However, charges for violation of PHA pet rules may be treated like charges for other violations of the lease and PHA tenancy rules.

PHA Policy

A separate pet waste removal charge of \$10.00 per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy.

Notices of pet waste removal charges will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, the PHA may not take action for nonpayment of the charge until the conclusion of the grievance process.

Charges for pet waste removal are not part of rent payable by the resident.

PART IV: PET DEPOSITS AND FEES IN GENERAL OCCUPANCY DEVELOPMENTS

10-IV.A. OVERVIEW

This part describes the PHA's policies for pet deposits and fees for those who reside in general occupancy developments.

10-IV.B. PET DEPOSITS

A PHA may require a refundable pet deposit to cover additional costs attributable to the pet and not otherwise covered [24 CFR 960.707(b)(1)].

A PHA that requires a resident to pay a pet deposit must place the deposit in an account of the type required under applicable State or local law for pet deposits, or if there are no such requirements, for rental security deposits, if applicable. The PHA must comply with such laws as to retention of the deposit, interest, and return of the deposit to the resident, and any other applicable requirements [24 CFR 960.707(d)].

Payment of Deposit

PHA Policy

Pet owners are required to pay a pet deposit of \$200 in addition to any other required deposits. The deposit must be paid in full before the pet is brought on the premises.

The pet deposit is not part of rent payable by the resident.

Refund of Deposit

PHA Policy

The PHA will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within 30 days of move-out or removal of the pet from the unit.

The resident will be billed for any amount that exceeds the pet deposit.

The PHA will provide the resident with a written list of any charges against the pet deposit within 10 business days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, the PHA will provide a meeting to discuss the charges.

10-IV.C. NON-REFUNDABLE NOMINAL PET FEE

PHAs may require payment of a non-refundable nominal pet fee to cover the reasonable operating costs to the development relating to the presence of pets [24 CFR 960.707(b)(1)].

PHA Policy

This PHA does not require pet owners to pay a non-refundable nominal pet fee.

This fee is intended to cover the reasonable operating costs to the project relating to the presence of pets. Reasonable operating costs to the project relating to the presence of pets include, but are not limited to:

Landscaping costs

Pest control costs

Insurance costs

Clean-up costs

The pet fee of \$10.00 will be billed on a monthly basis, and payment will be due 14 calendar days after billing.

Charges for the non-refundable pet fee are not part of rent payable by the resident.

10-IV.D. OTHER CHARGES

Pet-Related Damages During Occupancy

PHA Policy

All reasonable expenses incurred by the PHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

The cost of repairs and replacements to the resident's dwelling unit

Fumigation of the dwelling unit

Repairs to common areas of the project

The expense of flea elimination shall also be the responsibility of the resident.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with the policies in Section 8-I.G, Maintenance and Damage Charges. Pet deposits will not be applied to the costs of pet-related damages during occupancy.

Charges for pet-related damage are not part of rent payable by the resident.

Pet Waste Removal Charge

The regulations do not address the PHA's ability to impose charges for house pet rule violations. However, charges for violation of PHA pet rules may be treated like charges for other violations of the lease and PHA tenancy rules.

PHA Policy

A separate pet waste removal charge of \$10.00 per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy.

Such charges will be due and payable 14 calendar days after billing.

Charges for pet waste removal are not part of rent payable by the resident.

Chapter 11

COMMUNITY SERVICE

INTRODUCTION

This chapter explains HUD regulations requiring PHAs to implement a community service program for all non-exempt adults living in public housing.

This chapter describes HUD regulations and PHA policies related to these topics in two parts:

<u>Part I: Community Service Requirements</u>. This part describes who is subject to the community service requirement, who is exempt, and HUD's definition of economic self-sufficiency.

<u>Part II: PHA Implementation of Community Service</u>. This part provides PHA policy regarding PHA implementation and program design.

PART I: COMMUNITY SERVICE REQUIREMENT

11-I.A. OVERVIEW

HUD regulations pertaining to the community service requirement are contained in 24 CFR 960 Subpart F (960.600 through 960.609). PHAs and residents must comply with the community service requirement, effective with PHA fiscal years that commenced on or after October 1, 2000. Per 903.7(l)(1)(iii), the PHA Plan must contain a statement of the how the PHA will comply with the community service requirement, including any cooperative agreement that the PHA has entered into or plans to enter into.

Community service is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities [24 CFR 960.601(b)].

In administering community service requirements, the PHA must comply with all nondiscrimination and equal opportunity requirements [24 CFR 960.605(c)(5)].

11-I.B. REQUIREMENTS

Each adult resident of the PHA, who is not exempt, must [24 CFR 960.603(a)]:

- Contribute 8 hours per month of community service; or
- Participate in an economic self-sufficiency program (as defined in the regulations) for 8 hours per month; or
- Perform 8 hours per month of combined activities (community service and economic self-sufficiency programs).

PHA Policy

An individual may not skip a month and then double up the following month, unless special circumstances warrant it. The PHA will make the determination of whether to permit a deviation from the schedule.

Individuals who have special circumstances which they believe will prevent them from completing the required community service hours for a given month, must notify the PHA in writing within 5 business days of the circumstances becoming known. The PHA will review the request and notify the individual, in writing, of its determination within 10 business days. The PHA may require those individuals to provide documentation to support their claim.

Definitions

Exempt Individual [24 CFR 960.601(b)]

An exempt individual is an adult who:

- Is age 62 years or older
- Is blind or disabled (as defined under section 216[i][1] or 1614 of the Social Security Act), and who certifies that because of this disability s/he is unable to comply with the service provisions
- Is a primary caretaker of such an individual
- Is engaged in work activities

PHA Policy

The PHA will consider 20 hours per week as the minimum number of hours needed to qualify for a work activity exemption.

- Meets the requirements for being exempted from having to engage in a work activity under the state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program; or
- Is in a family receiving assistance under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program, and has not been found by the state or other administering entity to be in noncompliance with such program.

Community Service [PH Occ GB, p. 174]

Community service is volunteer work which includes, but is not limited to:

- Work at a local institution including but not limited to: school, child care center, hospital, hospice, recreation
 center, senior center, adult day care center, homeless shelter, indigent feeding program, cooperative food bank,
 etc.
- Work with a nonprofit organization that serves PHA residents or their children such as: Boy Scouts, Girl Scouts, Boys or Girls Clubs, 4-H programs, PAL, Garden Center, community clean-up programs, beautification programs, other youth or senior organizations

- Work at the PHA to help improve physical conditions
- Work at the PHA to help with children's programs
- Work at the PHA to help with senior programs
- Helping neighborhood groups with special projects
- Working through a resident organization to help other residents with problems, serving as an officer in a resident organization, serving on the resident advisory board
- Caring for the children of other residents so they may volunteer

NOTE: Political activity is excluded for purposes of eligible community service activities.

Economic Self-Sufficiency Program [24 CFR 5.603(b)]

For purposes of satisfying the community service requirement, an *economic self-sufficiency program* is defined by HUD as: Any program designed to encourage, assist, train, or facilitate economic independence of assisted families or to provide work for such families.

These economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeships (formal or informal), or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

Work Activities [42 U.S.C. 607(d)]

As it relates to an exemption from the community service requirement, work activities means:

- Unsubsidized employment
- Subsidized private sector employment
- Subsidized public sector employment
- Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available
- On-the-job training
- Job search and job readiness assistance
- Community service programs
- Vocational educational training (not to exceed 12 months with respect to any individual)
- Job skills training directly related to employment
- Education directly related to employment, in the case of a recipient who has not received a high school diploma
 or a certificate of high school equivalency
- Satisfactory attendance at secondary school or in a course of study leading to a certificate of general
 equivalence, in the case of a recipient who has not completed secondary school or received such a certificate
- Provision of child care services to an individual who is participating in a community service program

Notification Requirements [24 CFR 960.605(c)(2)]

The PHA must give each family a written description of the community service requirement, the process for claiming status as an exempt person, and the process for PHA verification of exempt status. The PHA must also notify the family of its determination identifying the family members who are subject to the service requirement, and the family members who are exempt.

PHA Policy

The PHA will provide the family with a copy of the Community Service Policy found in Exhibit 11-1 of this chapter, at lease-up, lease renewal, when a family member is determined to be subject to the community service requirement during the lease term, and at any time upon the family's request.

On an annual basis, at the time of lease renewal, the PHA will notify the family in writing of the family members who are subject to the community service requirement and the family members who are exempt. If the family includes non-exempt individuals the notice will include a list of agencies in the community that provide volunteer and/or training opportunities, as well as a documentation form on which they may record the activities they perform and the number of hours contributed. The form will also have a place for a signature by an appropriate official, who will certify to the activities and hours completed.

11-I.C. DETERMINATION OF EXEMPTION STATUS AND COMPLIANCE [24 CFR 960.605(c)(3)]

The PHA must review and verify family compliance with service requirements annually at least thirty days before the end of the twelve month lease term. The policy for documentation and verification of compliance with service requirements may be found at Section 11-I.D., Documentation and Verification.

PHA Policy

Where the lease term does not coincide with the effective date of the annual reexamination, the PHA will change the effective date of the annual reexamination to coincide with the lease term. In making this change, the PHA will ensure that the annual reexamination is conducted within 12 months of the last annual reexamination.

Annual Determination

Determination of Exemption Status

An exempt individual is excused from the community service requirement [24 CFR 960.603(a)].

PHA Policy

At least 60 days prior to lease renewal, the PHA will review and verify the exemption status of all adult family members. This verification will only be done on an annual basis unless the family reports a change or the PHA has reason to believe that an individual's exemption status has changed. For individuals who are exempt because they are 62 years of age and older, verification of exemption status will be done only at the initial examination.

Upon completion of the verification process, the PHA will notify the family of its determination in accordance with the policy in Section 11-I.B., Notification Requirements.

Determination of Compliance

The PHA must review resident family compliance with service requirements annually at least thirty days before the end of the twelve month lease term [24 CFR 960.605(c)(3)]. As part of this review, the PHA must verify that any family member that is not exempt from the community service requirement has met his or her service obligation.

PHA Policy

Approximately 60 days prior to the end of the lease term, the PHA will provide written notice requiring the family to submit documentation that all subject family members have complied with the service requirement. The family will have 10 business days to submit the PHA required documentation form(s).

If the family fails to submit the required documentation within the required timeframe, or PHA approved extension, the subject family members will be considered noncompliant with community service requirements, and notices of noncompliance will be issued pursuant to the policies in Section 11-I.E., Noncompliance.

Change in Status Between Annual Determinations

PHA Policy

Exempt to Non-Exempt Status

If an exempt individual becomes non-exempt during the twelve month lease term, it is the family's responsibility to report this change to the PHA within 10 business days.

Within 10 business days of a family reporting such a change, or the PHA determining such a change is necessary, the PHA will provide written notice of the effective date of the requirement, a list of agencies in the community that provide volunteer and/or training opportunities, as well as a documentation form on which the family member may record the activities performed and number of hours contributed.

The effective date of the community service requirement will be the first of the month following 30 day notice.

Non-Exempt to Exempt Status

If a non-exempt person becomes exempt during the twelve month lease term, it is the family's responsibility to report this change to the PHA within 10 business days. Any claim of exemption will be verified by the PHA in accordance with the policy at 11-I.D., Documentation and Verification of Exemption Status.

Within 10 business days of a family reporting such a change, or the PHA determining such a change is necessary, the PHA will provide the family written notice that the family member is no longer subject to the community service requirement, if the PHA is able to verify the exemption.

The exemption will be effective immediately.

11-I.D. DOCUMENTATION AND VERIFICATION [24 CFR 960.605(c)(4)]

The PHA must retain reasonable documentation of service requirement performance or exemption in participant files.

Documentation and Verification of Exemption Status

PHA Policy

All family members who claim they are exempt from the community service requirement will be required to sign the community service exemption certification form found in Exhibit 11-3. The PHA will provide a completed copy to the family and will keep a copy in the tenant file.

The PHA will verify that an individual is exempt from the community service requirement by following the verification hierarchy and documentation requirements in Chapter 7.

The PHA makes the final determination whether or not to grant an exemption from the community service requirement. If a resident does not agree with the PHA's determination, s/he can dispute the decision through the PHA's grievance procedures (see Chapter 14).

Documentation and Verification of Compliance

If qualifying community service activities are administered by an organization other than the PHA, a family member who is required to fulfill a service requirement must provide certification to the PHA, signed by the organization, that the family member has performed the qualifying activities [24 CFR 960.607].

PHA Policy

If anyone in the family is subject to the community service requirement, the PHA will provide the family with community service documentation forms at admission, at lease renewal, when a family member becomes subject to the community service requirement during the lease term, or upon request by the family.

Each individual who is subject to the requirement will be required to record their community service or self-sufficiency activities and the number of hours contributed on the required form. The certification form will also include places for signatures and phone numbers of supervisors, instructors, and counselors certifying to the number of hours contributed.

Families will be required to submit the documentation to the PHA, upon request by the PHA.

If the PHA has reasonable cause to believe that the certification provided by the family is false or fraudulent, the PHA has the right to require third-party verification.

11-I.E. NONCOMPLIANCE

Initial Noncompliance

The lease specifies that it is renewed automatically for all purposes, unless the family fails to comply with the community service requirement. Violation of the service requirement is grounds for nonrenewal of the lease at the end of the twelve month lease term, but not for termination of tenancy during the course of the twelve month lease term [24 CFR 960.603(b)].

If the tenant or another family member has violated the community service requirement, the PHA may not renew the lease upon expiration of the twelve-month term of the lease, unless the tenant and any other noncompliant family member enter into a written agreement with the PHA. Under this agreement the tenant or noncompliant family member must agree to cure the noncompliance by completing the additional hours of community service or economic self-sufficiency needed to make up the total number of hours required, over the twelve-month term of the new lease. In addition, all other members of the family who are subject to the service requirement must be currently complying with the service requirement or must no longer be residing in the unit [24 CFR 960.607(c)].

Notice of Initial Noncompliance [24 CFR 960.607(b)]

If the PHA determines that there is a family member who is required to fulfill a service requirement, but who has failed to comply with this obligation (noncompliant resident), the PHA must notify the tenant of this determination.

The notice to the tenant must briefly describe the noncompliance. The notice must state that the PHA will not renew the lease at the end of the twelve-month lease term unless the tenant, and any other noncompliant resident, enter into a written agreement with the PHA to cure the noncompliance, or the family provides written assurance satisfactory to the PHA that the tenant or other noncompliant resident no longer resides in the unit.

The notice must also state that the tenant may request a grievance hearing on the PHA's determination, in accordance with the PHA's grievance procedures, and that the tenant may exercise any available judicial remedy to seek timely redress for the PHA's nonrenewal of the lease because of the PHA's determination.

PHA Policy

The notice of initial noncompliance will be sent at least 45 days prior to the end of the lease term.

The family will have 10 business days from the date of the notice of noncompliance to enter into a written agreement to cure the noncompliance over the 12 month term of the new lease, provide documentation that the noncompliant resident no longer resides in the unit, or to request a grievance hearing.

If the family reports that a noncompliant family member is no longer residing in the unit, the family must provide documentation that the family member has actually vacated the unit before the PHA will agree to continued occupancy of the family. Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the family member that previously resided with them.

If the family does not request a grievance hearing, or does not take either corrective action required by the notice of noncompliance within the required 10 business day timeframe, the PHA will terminate tenancy in accordance with the policies in Section 13-IV.D.

Continued Noncompliance [24 CFR 960.607(b)]

If, after the 12 month cure period, the family member is still not compliant, the PHA must terminate tenancy of the entire family, according to the PHA's lease, unless the family provides documentation that the noncompliant resident no longer resides in the unit.

PHA Policy

Notices of continued noncompliance will be sent at least 30 days prior to the end of the lease term and will also serve as the family's termination notice. The notice will meet the requirements for termination notices described in Section 13-IV.D, Form, Delivery, and Content of the Notice.

The family will have 10 business days from the date of the notice of non-compliance to provide documentation that the noncompliant resident no longer resides in the unit, or to request a grievance hearing.

If the family reports that a noncompliant family member is no longer residing in the unit, the family must provide documentation that the family member has actually vacated the unit before the PHA will agree to continued occupancy of the family. Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the noncompliant family member that previously resided with them.

If the family does not request a grievance hearing, or provide such documentation within the required 10 business day timeframe, the family's lease and tenancy will automatically terminate at the end of the current lease term without further notice.

PART II: IMPLEMENTATION OF COMMUNITY SERVICE

11-II.A. OVERVIEW

Each PHA must develop a policy for administration of the community service and economic self-sufficiency requirements for public housing. It is in the PHA's best interests to develop a viable, effective community service program, to provide residents the opportunity to engage in the community and to develop competencies.

PHA Implementation of Community Service

The PHA may not substitute any community service or self-sufficiency activities performed by residents for work ordinarily performed by PHA employees, or replace a job at any location where residents perform activities to satisfy the service requirement [24 CFR 960.609].

PHA Policy

The PHA will notify its insurance company if residents will be performing community service at the PHA. In addition, the PHA will ensure that the conditions under which the work is to be performed are not hazardous.

If a disabled resident certifies that s/he is able to perform community service, the PHA will ensure that requests for reasonable accommodation are handled in accordance with the policies in Chapter 2.

PHA Program Design

The PHA may administer qualifying community service or economic self-sufficiency activities directly, or may make community service activities available through a contractor, or through partnerships with qualified organizations, including resident organizations, and community agencies or institutions [24 CFR 960.605(b)].

PHA Policy

The PHA will attempt to provide the broadest choice possible to residents as they choose community service activities.

The PHA's goal is to design a service program that gives residents viable opportunities to become involved in the community and to gain competencies and skills. The PHA will work with resident organizations and community organizations to design, implement, assess and recalibrate its community service program.

The PHA will make every effort to identify volunteer opportunities throughout the community, especially those in proximity to public housing developments. To the greatest extent possible, the PHA will provide names and contacts at agencies that can provide opportunities for residents, including persons with disabilities, to fulfill their community service obligations.

Any written agreements or partnerships with contractors and/or qualified organizations, including resident organizations, are described in the PHA Plan.

The PHA will provide in-house opportunities for volunteer work or self-sufficiency programs when possible.

EXHIBIT 11-1: COMMUNITY SERVICE AND SELF-SUFFICIENCY POLICY

A. Background

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt (see definitions) public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes or other activities that help an individual toward self-sufficiency and economic independence. This is a requirement of the public housing lease.

B. Definitions

Community Service – volunteer work which includes, but is not limited to:

- Work at a local institution, including but not limited to: school, child care center, hospital, hospice, recreation center, senior center, adult day care center, homeless shelter, indigent feeding program, cooperative food bank, etc.
- Work with a nonprofit organization such as: Parks and Recreation, United Way, Red Cross, Volunteers of America, Boy Scouts, Girl Scouts, Boys or Girls Clubs, 4-H Program, PAL, Garden Center, community cleanup programs, beautification programs, other counseling, aid, youth or senior organizations
- Work at the housing authority to help with litter control
- Work at the housing authority to help with children's programs
- Work at the housing authority to help with senior programs
- Helping neighborhood groups with special projects
- Working through a resident organization to help other residents with problems
- Serving as an officer in a resident organization
- Serving on the Resident Advisory Board
- Caring for children of other residents so they may volunteer

NOTE: Political activity is excluded.

Self-Sufficiency Activities – activities that include, but are not limited to:

- Job readiness programs
- Job training programs
- GED classes
- Substance abuse or mental health counseling
- English proficiency or literacy (reading) classes
- Apprenticeships
- Budgeting and credit counseling
- Any kind of class that helps a person toward economic independence
- Student status at any school, college or vocation school

Exempt Adult – an adult member of the family who meets any of the following criteria:

- Is 62 years of age or older
- Is blind or a person with disabilities (as defined under section 216[i][l] or 1614 of the Social Security Act), and who certifies that because of this disability he or she is unable to comply with the service provisions, or is the primary caretaker of such an individuals
- Is working at least 20 hours per week
- Meets the requirements for being exempted from having to engage in a work activity under TANF or any other State welfare program including a State-administered welfare-to-work program
- Is a member of a family receiving assistance, benefits or services under TANF or any other State welfare program and has not been found to be in noncompliance with such program

C. Requirements of the Program

- 1. The eight (8) hours per month may be either volunteer work or self-sufficiency program activity, or a combination of the two.
- 2. At least eight (8) hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. The housing authority will make the determination of whether to allow or disallow a deviation from the schedule based on a family's written request.

3. Family obligation:

- At lease execution, all adult members (18 or older) of a public housing resident family must:
 - Sign a certification that they have received and read this policy and understand that if they are not
 exempt, failure to comply with the community service requirement will result in a nonrenewal of
 their lease; and
 - Declare if they are exempt. If exempt, they must complete the Exemption Form (Exhibit 11-3) and provide documentation of the exemption.
- Upon written notice from the PHA, non-exempt family members must present complete
 documentation of activities performed during the applicable lease term. This documentation will
 include places for signatures of supervisors, instructors, or counselors, certifying to the number of
 hours contributed.
- If a family member is found to be noncompliant at the end of the 12-month lease term, he or she, and the head of household, will be required to sign an agreement with the housing authority to make up the deficient hours over the next twelve (12) month period, as a condition of continued occupancy.

4. Change in exempt status:

- If, during the twelve (12) month lease period, a non-exempt person becomes exempt, it is his or her responsibility to report this to the PHA and provide documentation of exempt status.
- If, during the twelve (12) month lease period, an exempt person becomes non-exempt, it is his or her responsibility to report this to the PHA. Upon receipt of this information the PHA will provide the person with the appropriate documentation form(s) and a list of agencies in the community that provide volunteer and/or training opportunities.

D. Authority Obligation

- 1. To the greatest extent possible and practicable, the PHA will:
 - Provide names and contacts at agencies that can provide opportunities for residents, including residents with disabilities, to fulfill their community service obligations.
 - Provide in-house opportunities for volunteer work or self-sufficiency activities.
- 2. The PHA will provide the family with a copy of this policy, and all applicable exemption verification forms and community service documentation forms, at lease-up, lease renewal, when a family member becomes subject to the community service requirement during the lease term, and at any time upon the family's request.
- 3. Although exempt family members will be required to submit documentation to support their exemption, the PHA will verify the exemption status in accordance with its verification policies. The PHA will make the final determination as to whether or not a family member is exempt from the community service requirement. Residents may use the PHA's grievance procedure if they disagree with the PHA's determination.
- 4. Noncompliance of family member:
 - At least thirty(30) days prior to the end of the 12-month lease term, the PHA will begin reviewing the exempt or non-exempt status and compliance of family members;
 - If, at the end of the initial 12-month lease term under which a family member is subject to the community service requirement, the PHA finds the family member to be noncompliant, the PHA will not renew the lease unless:
 - The head of household and any other noncompliant resident enter into a written agreement with the PHA, to make up the deficient hours over the next twelve (12) month period; or
 - The family provides written documentation satisfactory to the PHA that the noncompliant family member no longer resides in the unit.
 - If, at the end of the next 12-month lease term, the family member is still not compliant, a 30-day notice to terminate the lease will be issued and the entire family will have to vacate, unless the family provides written documentation satisfactory to the PHA that the noncompliant family member no longer resides in the unit;
 - The family may use the PHA's grievance procedure to dispute the lease termination.

Resident	Date	
Resident	Date	
Resident	Date	
Resident	Date	

All adult family members must sign and date below, certifying that they have read and received a copy of this

Community Service and Self-Sufficiency Policy.

EXHIBIT 11-2: DEFINITION OF A PERSON WITH A DISABILITY UNDER SOCIAL SECURITY ACTS 216(i)(l) and Section 1416(excerpt) FOR PURPOSES OF EXEMPTION FROM COMMUNITY SERVICE

Social Security Act:

216(i)(1): Except for purposes of sections 202(d), 202(e), 202(f), 223, and 225, the term "disability" means (A) inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or has lasted or can be expected to last for a continuous period of not less than 12 months, or (B) blindness; and the term "blindness" means central visual acuity of 20/200 or less in the better eye with the use of a correcting lens. An eye which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees shall be considered for purposes of this paragraph as having a central visual acuity of 20/200 or less.

Section 1416 (excerpt):

SEC. 1614. [42 U.S.C. 1382c] (a)(1) For purposes of this title, the term "aged, blind, or disabled individual" means an individual who—

- (A) is 65 years of age or older, is blind (as determined under paragraph (2)), or is disabled (as determined under paragraph (3)), and
- (B)(i) is a resident of the United States, and is either (I) a citizen or (II) an alien lawfully admitted for permanent residence or otherwise permanently residing in the United States under color of law (including any alien who is lawfully present in the United States as a result of the application of the provisions of section 212(d)(5) of the Immigration and Nationality Act), or
- (ii) is a child who is a citizen of the United States and, who is living with a parent of the child who is a member of the Armed Forces of the United States assigned to permanent duty ashore outside the United States.
- (2) An individual shall be considered to be blind for purposes of this title if he has central visual acuity of 20/200 or less in the better eye with the use of a correcting lens. An eye which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees shall be considered for purposes of the first sentence of this subsection as having a central visual acuity of 20/200 or less. An individual shall also be considered to be blind for purposes of this title if he is blind as defined under a State plan approved under title X or XVI as in effect for October 1972 and received aid under such plan (on the basis of blindness) for December 1973, so long as he is continuously blind as so defined.
- (3)(A) Except as provided in subparagraph (C), an individual shall be considered to be disabled for purposes of this title if he is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve months.

Family: ___ Adult family member: This adult family member meets the requirements for being exempted from the PHA's community service requirement for the following reason: 62 years of age or older. (Documentation of age in file) Is a person with disabilities and self-certifies below that he or she is unable to comply with the community service requirement. (Documentation of HUD definition of disability in file) **Tenant certification:** I am a person with disabilities and am unable to comply with the community service requirement. Signature of Family Member Date Is the primary caretaker of such an individual in the above category. (Documentation in file) Is working at least 30 hours per week. (Employment verification in file) Is participating in a welfare-to-work program. (Documentation in file). Meets the requirements for being exempted from having to engage in a work activity under TANF or any other State welfare program, including a State-administered welfare-to-work program (Documentation in file) Is a member of a family receiving assistance, benefits or services under TANF or any other State welfare program and has not been found to be in noncompliance with such program. (Documentation in file) Signature of Family Member Date

EXHIBIT 11-3: PHA DETERMINATION OF EXEMPTION FOR COMMUNITY SERVICE

Signature of PHA Official

Date

Chapter 12

TRANSFER POLICY

INTRODUCTION

This chapter explains the PHA's transfer policy, based on HUD regulations, HUD guidance, and PHA policy decisions.

This chapter describes HUD regulations and PHA policies related to transfers in four parts:

<u>Part I: Emergency Transfers</u>. This part describes emergency transfers, emergency transfer procedures, and payment of transfer costs.

<u>Part II: PHA Required Transfers</u>. This part describes types of transfers that may be required by the PHA, notice requirements, and payment of transfer costs.

<u>Part III: Transfers Requested by Residents</u>. This part describes types of transfers that may be requested by residents, eligibility requirements, security deposits, payment of transfer costs, and handling of transfer requests.

<u>Part IV: Transfer Processing</u>. This part describes creating a waiting list, prioritizing transfer requests, the unit offer policy, examples of good cause, deconcentration, transferring to another development and reexamination.

The PHA may require the tenant to move from the unit under some circumstances. There are also emergency circumstances under which alternate accommodations for the tenant must be provided, that may or may not require a transfer.

The tenant may also request a transfer, such as a request for a new unit as a reasonable accommodation.

The PHA must have specific policies in place to deal with acceptable transfer requests.

PART I: EMERGENCY TRANSFERS

12-I.A. OVERVIEW

HUD categorizes certain actions as emergency transfers [PH Occ GB, p. 147]. The emergency transfer differs from a typical transfer in that it requires immediate action by the PHA.

In the case of a genuine emergency, it may be unlikely that the PHA will have the time or resources to immediately transfer a tenant. Due to the immediate need to vacate the unit, placing the tenant on a transfer waiting list would not be appropriate. Under such circumstances, if an appropriate unit is not immediately available, the PHA should find alternate accommodations for the tenant until the emergency passes, or a permanent solution, i.e., return to the unit or transfer to another unit, is reached.

12-I.B. EMERGENCY TRANSFERS

If the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, the PHA must offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time [24 CFR 966.4(h)].

PHA Policy

The following is considered an emergency circumstance warranting an immediate transfer of the tenant or family:

Maintenance conditions in the resident's unit, building or at the site that pose an immediate, verifiable threat to the life, health or safety of the resident or family members that cannot be repaired or abated within 24 hours. Examples of such unit or building conditions would include: a gas leak; no heat in the building during the winter; no water; toxic contamination; and serious water leaks.

Or, based on threat assessment by a law enforcement agency, protect members of the household from attack by the criminal element in a particular property or neighborhood. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency.

12-I.C. EMERGENCY TRANSFER PROCEDURES

PHA Policy

Emergency transfers due to maintenance conditions are mandatory for the tenant, and shall take priority over new admissions. Whenever feasible, transfers will be made within a resident's area.

12-I.D. COSTS OF TRANSFER

PHA Policy

The PHA will bear the reasonable costs of temporarily accommodating the tenant and of long term transfers, if any, due to emergency maintenance conditions.

The reasonable cost of transfers includes the cost of packing, moving, and unloading.

The PHA will reimburse the family for eligible out-of-pocket moving expenses up to the PHA's established moving allowance.

PART II: PHA REQUIRED TRANSFERS

12-II.A. OVERVIEW

HUD regulations regarding transfers are minimal, leaving it up to the PHA to develop reasonable transfer policies.

The PHA may require that a resident transfer to another unit under some circumstances. For example, the PHA may require a resident to transfer to make an accessible unit available to a disabled family. The PHA may also transfer a resident in order to maintain occupancy standards based on family composition. Finally, a PHA may transfer residents in order to demolish or renovate the unit.

A transfer that is required by the PHA is an adverse action, and is subject to the notice requirements for adverse actions [24 CFR 966.4(e)(8)(i)].

12-II.B. TYPES OF PHA REQUIRED TRANSFERS

PHA Policy

The types of transfers that may be required by the PHA, include, but are not limited to, transfers to make an accessible unit available for a disabled family, transfers to comply with occupancy standards, transfers for demolition, disposition, revitalization, or rehabilitation, and to over-income residents from mixed finance properties, to relocate non-qualifying Lease Purchase residents, and emergency transfers as discussed in Part I of this chapter.

Transfers required by the PHA are mandatory for the tenant. Whenever feasible, transfers will be made within a resident's area.

Transfers to Make an Accessible Unit Available

When a family is initially given an accessible unit, but does not require the accessible features, the PHA may require the family to agree to move to a non-accessible unit when it becomes available [24 CFR 8.27(b)].

PHA Policy

When a non-accessible unit becomes available, the PHA will transfer a family living in an accessible unit that does not require the accessible features, to an available unit that is not accessible. The PHA may wait until a disabled resident requires the accessible unit before transferring the family that does not require the accessible features out of the accessible unit.

Occupancy Standards Transfers

The PHA may require a resident to move when a reexamination indicates that there has been a change in family composition, and the family is either overcrowded or over-housed according to PHA policy [24 CFR 960.257(a)(4)]. On some occasions, the PHA may initially place a resident in an inappropriately sized unit at lease-up, where the family is over-housed, to prevent vacancies. The public housing lease must include the tenant's agreement to transfer to an appropriately sized unit based on family composition [24 CFR 966.4(c)(3)].

PHA Policy

The PHA will transfer a family when the family size has changed and the family is now too large (overcrowded) or too small (over-housed) for the unit occupied.

For purposes of the transfer policy, overcrowded and over-housed are defined as follows:

Overcrowded: the number of household members exceeds the maximum number of persons allowed for the unit size in which the family resides, according to the chart in Section 5-I.B. Will only be made if the family is so large that the household members over age 4 would equal more than two persons per bedroom.

Over-housed: the family no longer qualifies for the bedroom size in which they are living based on the PHA's occupancy standards as described in Section 5-I.B. *The family is so small that it includes fewer persons than the number of bedrooms.*

The PHA may also transfer a family who was initially placed in a unit in which the family was over-housed to a unit of an appropriate size based on the PHA's occupancy standards, when the PHA determines there is a need for the transfer.

The PHA may elect not to transfer an over-housed family in order to prevent vacancies.

A family that is required to move because of family size will be advised by the PHA that a transfer is necessary and that the family has been placed on the transfer list.

Families that request and are granted an exception to the occupancy standards (for either a larger or smaller size unit) in accordance with the policies in Section 5-I.C. will only be required to transfer if it is necessary to comply with the approved exception.

Demolition, Disposition, Revitalizations, or Rehabilitation Transfers

These transfers permit the PHA to demolish, sell or do major capital or rehabilitation work at a building site [PH Occ GB, page 148].

PHA Policy

The PHA will relocate a family when the unit or site in which the family lives is undergoing major rehabilitation that requires the unit to be vacant, or the unit is being disposed of or demolished. The PHA's relocation plan may or may not require transferring affected families to other available public housing units.

If the relocation plan calls for transferring public housing families to other public housing units, affected families will be placed on the transfer list.

In cases of revitalization or rehabilitation, the family may be offered a temporary relocation if allowed under Relocation Act provisions, and may be allowed to return to their unit, depending on contractual and legal obligations, once revitalization or rehabilitation is complete.

Over-income & Lease Purchase residents

These transfers permit the PHA to relocate residents at mixed finance tax credit properties, who may be determined ineligible for continued housing. In addition, residents at Lease Purchase Properties who for reasons of financial hardship do not qualify for the program, or unable to acquire a loan for purchase of the unit.

PHA Policy

The PHA will relocate a family from a mixed finance tax credit unit, and/or a Lease purchase unit if the family fails to meet the tax credit requirements, or is unable to secure financing for purchase of the unit.

12-II.C. ADVERSE ACTION [24 CFR 966.4(e)(8)(i)]

A PHA required transfer is an adverse action. As an adverse action, the transfer is subject to the requirements regarding notices of adverse actions. If the family requests a grievance hearing within the required timeframe, the PHA may not take action on the transfer until the conclusion of the grievance process.

12-II.D. COST OF TRANSFER

PHA Policy

The PHA will bear the reasonable costs of all accessibility transfers that the PHA requires, except that residents will be required to bear the cost of occupancy standards transfers, and transfers from mixed finance properties, and lease purchase properties.

The reasonable costs of transfers include the cost of packing, moving, and unloading.

The PHA will reimburse the family for eligible out-of-pocket moving expenses up to the PHA's established moving allowance.

PART III: TRANSFERS REQUESTED BY TENANTS

12-III.A. OVERVIEW

HUD provides the PHA with discretion to consider transfer requests from tenants. The only requests that the PHA is required to consider are requests for reasonable accommodation. All other transfer requests are at the discretion of the PHA. To avoid administrative costs and burdens, this policy limits the types of requests that will be considered by the PHA.

Some transfers that are requested by tenants should be treated as higher priorities than others due to the more urgent need for the transfer.

12-III.B. TYPES OF RESIDENT REQUESTED TRANSFERS

PHA Policy

The types of requests for transfers that the PHA will consider are limited to requests for transfers to alleviate a serious or life threatening medical condition, transfers due to a threat of physical harm or criminal activity, reasonable accommodation, transfers to a different unit size as long as the family qualifies for the unit according to the PHA's occupancy standards, and transfers to a location closer to employment, and Incentive Transfers. No other transfer requests will be considered by the PHA.

The PHA will consider the following as high priority transfer requests:

When a transfer is needed to alleviate verified medical problems of a serious or life-threatening nature

When there has been a verified threat of physical harm or criminal activity. Such circumstances may, at the PHA's discretion, include an assessment by law enforcement indicating that a family member is the actual or potential victim of a criminal attack, retaliation for testimony, a hate crime, or domestic violence, dating violence, sexual assault, or stalking.

When a family requests a transfer as a reasonable accommodation. Examples of a reasonable accommodation transfer include, but are not limited to, a transfer to a first floor unit for a person with mobility impairment, or a transfer to a unit with accessible features.

Incentive Transfers (**Type I**) to new or recently modernized or acquired units, and/or scattered sites on a non-discriminatory basis to residents with good rental histories who request to move.

The PHA will consider the following as regular priority transfer requests:

Correct occupancy standards (voluntary if the family is between the minimum and maximum occupancy standard but the family requests a transfer, e.g. to permit older children of opposite sexes to have separate bedrooms);

Incentive Transfers (Type II) to developments with current racial or ethnic concentration, or to deconcentrate locations where residents with higher incomes predominate, or higher income residents to sites where lower incomes predominate. Such families shall receive special rent deductions equal to 25% of the family's earned income.

To address situations such as neighbor disputes that are not criminal but interfere with the peaceful enjoyment of the unit or common areas.

When a family requests a larger bedroom size unit even though the family does not meet the PHA's definition of overcrowded, as long as the family meets the PHA's occupancy standards for the requested size unit

Transfers requested by the tenant are considered optional for the tenant.

12-III.C. ELIGIBILITY FOR TRANSFER

Transferring residents do not have to meet the admission eligibility requirements pertaining to income or preference. However, the PHA may establish other standards for considering a transfer request [PH Occ GB, p. 150].

PHA Policy

Except where reasonable accommodation is being requested, the PHA will only consider transfer requests from residents that meet the following requirements:

A resident of at least one year

Are able to pass a Criminal History Request.

Have not engaged in criminal activity that threatens the health and safety or residents and staff Owe no back rent or other charges, or have a pattern of late payment (No more than two repayment agreements, or unpaid balances at any time in the past year)

Have no housekeeping lease violations or history of damaging property

Can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities)

No history of disturbances that resulted in lease violation or violence toward staff or neighbors as indicated by notices of lease violation in the applicant's file.

Incentive Transfer Residents (additional requirements)

Must be a resident for at least two (2) years,

Must demonstrate a positive rent paying history, (does not owe back rent or other charges, and has a history of prompt rental payments for a period of (2) years, and is current); EIV report validates income information.

Must have a good housekeeping record -satisfactorily passed all housekeeping inspections for a period of two (2) years

The head and/or spouse and other adult family members have maintained part or full-time employment for a period of one (1) year. (Retirement and Disability payments will be considered as employment)

No exceptions will be granted to the good record requirement for incentive transfers. **Denial of request for** an Incentive Transfer is subject to the Grievance Procedure

A resident with housekeeping standards violations will not be transferred until the resident passes a follow-up housekeeping inspection.

If back rent is owed, the resident will be transferred until back rent is paid in full.

Exceptions to the good record requirement apply to all emergency transfers, and PHA mandatory transfers, or may be made when it is to the PHA's advantage to make the transfer.

If a family requested to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines, the family will not be eligible to transfer to a larger size unit for a period of two years from the date of admission, unless they have a change in family size or composition, or it is needed as a reasonable accommodation.

12-III.D. SECURITY DEPOSITS

PHA Policy

When a family transfers from one unit to another, the PHA will transfer their security deposit to the new unit. The tenant will be billed for any maintenance or others charges due for the "old" unit.

12-III.E. COST OF TRANSFER

PHA Policy

The resident will bear all of the costs of transfer s/he requests. However, SAHA will pay the reasonable cost of all accessibility transfers not to exceed the agency's reasonable moving allowance. Transfers requested or required by SAHA will be paid for or made by SAHA.

12-III.F. HANDLING OF REQUESTS

PHA Policy

Residents requesting a transfer to another unit or development will be required to submit a written request for transfer.

In case of a reasonable accommodation transfer, the PHA will encourage the resident to make the request in writing using a reasonable accommodation request form. However, the PHA will consider the transfer request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted.

The PHA will respond by approving the transfer and adding the family on the transfer list, by denying the transfer, or by requiring more information or documentation from the family.

If the family does not meet the "good record" requirements under Section 12-III.C., the manager will address the problem and, until resolved, the request for transfer will be denied.

The Manager will respond within ten (10) business days of the submission of the family's request. If the Manager denies the request for transfer, the family will be informed of its grievance rights.

Residents living in a development that has been awarded a Hope VI Revitalization or Demolition Grant must comply with the Relocation Plan written specifically for said development

PART IV: TRANSFER PROCESSING

12-IV.A. OVERVIEW

Generally, transfers should be placed on a transfer list and handled in the appropriate order. The transfer process must be clearly auditable to ensure that residents do not experience disparate treatment.

12-IV.B. TRANSFER LIST

PHA Policy

The PHA will maintain a centralized transfer list to ensure that transfers are processed in the correct order and that procedures are uniform across all properties.

Emergency transfers will not automatically go on the transfer list. Instead emergency transfers will be handled immediately, on a case by case basis. If the emergency will not be finally resolved by a temporary accommodation, and the resident requires a permanent transfer, that transfer will be placed at the top of the transfer list.

Transfers will be processed in the following order:

These transfers will take precedence over new admissions.

- 1. Emergency transfers (hazardous maintenance conditions)
- 2. High-priority transfers (verified medical condition, threat of harm or criminal activity, and reasonable accommodation)
- 3. Transfers to make accessible units available
- 4. Demolition, renovation, disposition, revitalization, and rehabilitation, etc.
- 5. Incentive Transfers (Type 1)
- 6. Other PHA-required transfers

These transfers will not take priority over new admissions.

- 7. Occupancy standards
- 8. Incentive Transfers (Type II)
- 9. Other tenant-requested transfers

Within each category, transfers will be processed in order of the date a family was placed on the transfer list, starting with the earliest date.

With the approval of the CEO, the PHA may, on a case-by-case basis, transfer a family without regard to its placement on the transfer list in order to address the immediate need of a family in crisis.

Demolition and renovation transfers will gain the highest priority as necessary to allow the PHA to meet the demolition or renovation schedule.

12-IV.C. TRANSFER OFFER POLICY

PHA Policy

Within each category, transfer applications will be sorted by the date the completed file (including any verification needed) is received from the manager.

Resident requested transfers will be processed in a manner not to effect vacancies. Based on the agency's overall vacancy rate, and/or recommendations from staff, the CEO may authorize suspending the processing of resident requested transfers.

Residents will receive one offer of a transfer.

When the transfer is required by the PHA:

- □ refusal of that offer **without good cause will result in lease termination.** If a family that is required to move refuses the offered unit, the Property Manager will evaluate the reason for the refusal and determine if it is one of good cause.
- ☐ If it is determined that there is no good cause, the Property Manager will begin lease termination proceedings.

When the transfer has been requested by the resident:

- □ refusal of the offer without good cause will result in the removal of the household from the transfer list; and the **family must wait six months to reapply for another transfer.** (**Family will remain in their unit.**)
- if the resident refuses for good cause, supporting documentation must be provided within 10 days to allow the family to remain on the transfer list. (The family will remain in their unit until another unit is offered that meets the family's need.

Resident requests for incentive transfers should be made to their Housing Manager. Managers may also recommend a resident for an incentive transfer. Incentive transfers shall be offered as follows:

- As units turn over at properties with predominantly higher average incomes, incentive transfers may
 be offered to the qualified extremely low income family that has been on the transfer waiting list the
 longest;
- As units turn over at properties with predominantly extremely low average incomes higher income families from higher income properties may be offered a voluntary transfer to be accompanied by a deduction of 25 percent of the family's earned income so long as they remain at the extremely low income property.
- Depending on SAHA's vacant unit status, modernized units may be filled with incentive transfers, new applicants, or a combination of both. SAHA reserves the right to fill modernization units in a manner that has the least impact on vacant units. Families returning to HOPE VI or other redevelopment properties must pass screening.

Transfers to correct occupancy standards will be recommended at time of re-examination or interim re-determination. This is the only method used to determine over/under-housed status.

- When a head of a household, originally housed in a bedroom by him/herself, has or adopts a child, the family will not be approved for a transfer until the child is two (2) years of age. Exceptions: spouse or partner returns to the unit, marriage takes place, or family decides to remain in the unit and the unit is large enough (using the smallest-unit standard) to accommodate the number of persons now in the household. (Other than for births or adoptions that occur during tenancy, SAHA's prior approval of additions to the household is required.)
- Split-family transfers. Families that split into 2 "new" households may be transferred to two different units or a portion of the "old" household may be transferred to a single unit depending on family circumstances and unit availability. Options for split-family transfers will be considered in order to minimize the impact on vacant units. Such transfers will be made in a manner that best benefits SAHA.

12-IV.D. GOOD CAUSE FOR UNIT REFUSAL

PHA Policy

Examples of good cause for refusal of a unit offer include, but are not limited to, the following:

Inaccessibility to source of employment, education, or job training, children's day care, or an educational program for children with disabilities, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.

The family demonstrates to the PHA's satisfaction that accepting the offer will place a family member's life, health or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.

A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application) or live-in aide necessary to the care of the principal household member.

The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.

The unit has lead-based paint and the family includes children under the age of six.

The PHA will require documentation of good cause for unit refusals.

Any denial of a request for Transfer or removal from the Transfer list is subject to the Grievance Procedure.

12-IV.E. DECONCENTRATION

PHA Policy

If subject to deconcentration requirements, the PHA will consider its deconcentration goals when transfer units are offered. When feasible, families above the Established Income Range will be offered a unit in a development that is below the Established Income Range, and vice versa, to achieve the PHA's deconcentration goals. A deconcentration offer will be considered a "bonus" offer; that is, if a resident refuses a deconcentration offer, the resident will receive one additional transfer offer.

12-IV.F. REEXAMINATION POLICIES FOR TRANSFERS

PHA Policy

The reexamination date will not change the original anniversary date.

Chapter 13

LEASE TERMINATIONS

INTRODUCTION

Either party in a lease agreement may terminate the lease under certain circumstances. A public housing lease is different from a private dwelling lease in that the family's rental assistance is tied to their tenancy. When the family moves from their public housing unit, they lose their rental assistance. Therefore, there are additional safeguards to protect the family's tenancy in public housing.

Likewise, there are safeguards to protect HUD's interest in the public housing program, to assure that qualified families are provided decent, safe, and sanitary housing which is in good repair. The PHA may terminate the lease because of the family's failure to comply with HUD regulations, for serious or repeated violations of the terms of the lease, and for other good cause. HUD regulations specify some reasons for which a PHA can terminate a family's lease, and give PHAs authority to determine other reasons.

When determining PHA policy on terminations, state and local landlord-tenant laws must be considered, since such laws could vary from one location to another. These variances may be either more or less restrictive than federal law or HUD regulation.

This chapter presents the policies that govern both the family's and PHA's termination of the lease. It is presented in four parts:

<u>Part I: Termination by Tenant.</u> This part discusses the family's voluntary termination of the lease and the requirements the PHA places upon families who wish to terminate their lease.

<u>Part II: Termination by PHA - Mandatory.</u> This part describes the policies that govern how, and under what circumstances, a mandatory lease termination by the PHA occurs. This part also includes nonrenewal of the lease for noncompliance with community service requirements.

Part III: Termination by PHA – Other Authorized Reasons. This part describes the PHA's options for lease termination that are not mandated by HUD regulation but for which HUD authorizes PHAs to terminate. For some of these options HUD requires the PHA to establish policies and lease provisions for termination, but termination is not mandatory. For other options the PHA has full discretion whether to consider the options as just cause to terminate as long as the PHA policies are reasonable, nondiscriminatory, and do not violate state or local landlord-tenant law. This part also discusses the alternatives that the PHA may consider in lieu of termination, and the criteria the PHA will use when deciding what actions to take. Part IV: Notification Requirements. This part presents the federal requirements for disclosure of criminal records to the family prior to termination, the HUD requirements and PHA policies regarding the timing and content of written notices for lease termination and eviction, and notification of the post office when eviction is due to criminal activity. This part also discusses record keeping related to lease termination.

PART I: TERMINATION BY TENANT

13-I.A. TENANT CHOOSES TO TERMINATE THE LEASE [24 CFR 966.4(k)(1)(ii) and 24 CFR 966.4(l)(1)]

The family may terminate the lease at any time, for any reason, by following the notification procedures as outlined in the lease. Such notice must be in writing and delivered to the project office or the PHA central office or sent by pre-paid first-class mail, properly addressed.

PHA Policy

If a family desires to move and terminate their tenancy with the PHA, they must give at least 30 calendar days advance written notice to the PHA of their intent to vacate. When a family must give less than 30 days notice due to circumstances beyond their control the PHA, at its discretion, may waive the 30 day requirement.

The notice of lease termination must be signed by the head of household, spouse, or cohead.

PART II: TERMINATION BY PHA - MANDATORY

13-II.A. OVERVIEW

HUD requires the PHA to terminate the lease in certain circumstances. In other circumstances HUD requires the PHA to establish provisions for lease termination, but it is still a PHA option to determine, on a case-by-case basis, whether termination is warranted. For those tenant actions or failures to act where HUD requires termination, the PHA has no such option. In those cases, the family's lease must be terminated. This part describes situations in which HUD requires the PHA to terminate the lease.

13-II.B. FAILURE TO PROVIDE CONSENT [24 CFR 960.259(a) and (b)]

The PHA must terminate the lease if any family member fails to sign and submit any consent form s/he is required to sign for any reexamination. See Chapter 7 for a complete discussion of consent requirements.

13-II.C. FAILURE TO DOCUMENT CITIZENSHIP [24 CFR 5.514(c) and (d) and 24 CFR 960.259(a)]

The PHA must terminate the lease if (1) a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status; (2) a family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family, resulting in no eligible family members; or (3) a family member, as determined by the PHA, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit. For (3), such termination must be for a period of at least 24 months. This does not apply to ineligible noncitizens already in the household where the family's assistance has been prorated.

See Chapter 7 for a complete discussion of documentation requirements.

13-II.D. FAILURE TO PROVIDE SOCIAL SECURITY DOCUMENTATION [24 CFR 5.218(c) and 24 CFR 960.259(a)(3)]

The PHA must terminate the lease if a resident family fails to provide the documentation or certification required for any family member who obtains a social security number, joins the family, or reaches 6 years of age. See Chapter 7 for a complete discussion of documentation and certification requirements.

13-II.E. FAILURE TO ACCEPT THE PHA'S OFFER OF A LEASE REVISION [24 CFR 966.4(l)(2)(ii)(E)]

The PHA must terminate the lease if the family fails to accept the PHA's offer of a lease revision to an existing lease, provided the PHA has done the following:

- The revision is on a form adopted by the PHA in accordance with 24 CFR 966.3 pertaining to requirements for notice to tenants and resident organizations and their opportunity to present comments.
- The PHA has made written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect.
- The PHA has specified in the offer a reasonable time limit within that period for acceptance by the family. See Chapter 8 for information pertaining to PHA policies for offering lease revisions.

13-II.F. METHAMPHETAMINE CONVICTION [24 CFR 966.4(l)(5)(i)(A)]

The PHA must immediately terminate the lease if the PHA determines that any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally-assisted housing. See Part 13-III.B. below for the HUD definition of *premises*.

13-II.G. NONCOMPLIANCE WITH COMMUNITY SERVICE REQUIREMENTS [24 CFR 966.4(l)(2)(ii)(D), 24 CFR 960.603(b) and 24 CFR 960.607(b)(2)(ii) and (c)]

The PHA is prohibited from renewing the lease at the end of the 12 month lease term when the family fails to comply with the community service requirements as described in Chapter 11.

PART III: TERMINATION BY PHA - OTHER AUTHORIZED REASONS

13-III.A. OVERVIEW

Besides requiring PHAs to terminate the lease under the circumstances described in Part II, HUD requires the PHA to establish provisions in the lease for termination pertaining to certain criminal activity, alcohol abuse, and certain household obligations stated in the regulations. While these provisions for lease termination must be in the lease agreement, HUD does not require PHAs to terminate for such violations in all cases. The PHA has the discretion to consider circumstances surrounding the violation or, in applicable situations, whether the offending household member has entered or completed rehabilitation, and the PHA may, as an alternative to termination, require the exclusion of the culpable household member. The PHA must make policy decisions concerning these options. In addition, HUD authorizes PHAs to terminate the lease for other grounds, but for only those grounds that constitute serious or repeated violations of material terms of the lease or that are for other good cause. The PHA must develop policies pertaining to what constitutes serious or repeated lease violations, and other good cause, based upon the content of the PHA lease. In the development of the terms of the lease, the PHA must consider the limitations imposed by state and local landlord-tenant law, as well as HUD regulations and federal statutes. Because of variations in state and local landlord-tenant law, and because HUD affords PHAs wide discretion in some areas, a broad range of policies could be acceptable.

The PHA, with some restrictions, also has the option to terminate the tenancies of families who are over income. The PHA may consider alternatives to termination and must establish policies describing the criteria the PHA will use when deciding what action to take, the types of evidence that will be acceptable, and the steps the PHA must take when terminating a family's lease.

13-III.B. MANDATORY LEASE PROVISIONS [24 CFR 966.4(1)(5)]

This section addresses provisions for lease termination that must be included in the lease agreement according to HUD regulations. Although the provisions are required, HUD does not require PHAs to terminate for such violations in all cases, therefore PHA policies are needed.

Definitions [24 CFR 5.100]

The following definitions will be used for this and other parts of this chapter:

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

Dating violence is defined in section 3-III.F.

Domestic violence is defined in section 3-III.F.

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

Drug-related criminal activity means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with the intent to manufacture, sell, distribute, or use the drug.

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

Household means the family and PHA-approved live-in aide. The term household also includes foster children and/or foster adults that have been approved to reside in the unit [HUD-50058, Instruction Booklet, p. 65]. *Immediate family member* is defined in section 3-III.F.

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

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

Stalking is defined in section 3-III.F.

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

Drug Crime On or Off the Premises [24 CFR 966.4(1)(5)(i)(B)]

The lease must provide that drug-related criminal activity engaged in on or off the premises by the tenant, member of the tenant's household or guest, or any such activity engaged in on the premises by any other person under the tenant's control is grounds for termination.

PHA Policy

The PHA will terminate the lease for drug-related criminal activity engaged in on or off the premises by any tenant, member of the tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control.

The PHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of covered persons related to the drug-related criminal activity.

In making its decision to terminate the lease, the PHA will consider alternatives as described in Section 13-III.D and other factors as described in Section 13-III.E. Upon consideration of such alternatives and factors, the PHA may, on a case-by-case basis, choose not to terminate the lease.

Illegal Use of a Drug [24 CFR 966.4(l)(5)(i)(B)]

The lease must provide that a PHA may evict a family when the PHA determines that a household member is illegally using a drug or that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

PHA Policy

The PHA will terminate the lease when the PHA determines that a household member is illegally using a drug or the PHA determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

A pattern of illegal drug use means more than one incident of any use of illegal drugs during the previous six months.

The PHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of household members related to the use of illegal drugs.

In making its decision to terminate the lease, the PHA will consider alternatives as described in Section 13-III.D and other factors as described in Section 13-III.E. Upon consideration of such alternatives and factors, the PHA may, on a case-by-case basis, choose not to terminate the lease.

Threat to Other Residents [24 CFR 966.4(l)(5)(ii)(A)]

The lease must provide that any criminal activity by a covered person that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including PHA management staff residing on the premises) or by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy.

PHA Policy

The PHA will terminate the lease when a covered person engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including PHA management staff residing on the premises) or by persons residing in the immediate vicinity of the premises.

Immediate vicinity means within a three-block radius of the premises.

The PHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of covered persons related to the criminal activity.

In making its decision to terminate the lease, the PHA will consider alternatives as described in Section 13-III.D and other factors as described in Sections 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, the PHA may, on a case-by-case basis, choose not to terminate the lease.

Alcohol Abuse [24 CFR 966.4(l)(5)(vi)(A)]

PHAs must establish standards that allow termination of tenancy if the PHA determines that a household member has engaged in abuse or pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

PHA Policy

The PHA will terminate the lease if the PHA determines that a household member has engaged in abuse or a pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

A pattern of such alcohol abuse means more than one incident of any such abuse of alcohol during the previous six months.

The PHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of household members related to the abuse of alcohol.

In making its decision to terminate the lease, the PHA will consider alternatives as described in Section 13-III.D and other factors as described in Sections 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, the PHA may, on a case-by-case basis, choose not to terminate the lease.

Furnishing False or Misleading Information Concerning Illegal Drug Use or Alcohol Abuse or Rehabilitation [24 CFR 966.4(I)(5)(vi)(B)]

PHAs must establish standards that allow termination of tenancy if the PHA determines that a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

PHA Policy

The PHA will terminate the lease if the PHA determines that a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

The PHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of household members related to the use of illegal drugs or the abuse of alcohol, and any records or other documentation (or lack of records or documentation) supporting claims of rehabilitation of illegal drug users or alcohol abusers.

In making its decision to terminate the lease, the PHA will consider alternatives as described in Section 13-III.D and other factors as described in Section 13-III.E. Upon consideration of such alternatives and factors, the PHA may, on a case-by-case basis, choose not to terminate the lease.

Other Serious or Repeated Violations of Material Terms of the Lease – Mandatory Lease Provisions [24 CFR 966.4(1)(2)(i) and 24 CFR 966.4(f)]

HUD regulations require certain tenant obligations to be incorporated into the lease. Violations of such regulatory obligations are considered to be serious or repeated violations of the lease and grounds for termination. Incidents of actual or threatened domestic violence, dating violence, or stalking may not be construed as serious or repeated violations of the lease by the victim or threatened victim of such violence or stalking [Pub.L. 109-162].

PHA Policy

The PHA will terminate the lease for the following violations of tenant obligations under the lease: Failure to make payments due under the lease, including nonpayment of rent (see Chapter 8 for details pertaining to lease requirements for payments due);

Repeated late payments for rent or other charges Four late payments within a 12 month period shall constitute a serious Lease violation and can be grounds for termination.

Failure to fulfill the following household obligations:

Not to assign the lease or to sublease the dwelling unit. Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member. Not to provide accommodations for boarders or lodgers

To use the dwelling unit solely as a private dwelling for the tenant and the tenant's household as identified in the lease, and not to use or permit its use for any other purpose

To abide by necessary and reasonable regulations promulgated by the PHA for the benefit and well being of the housing project and the tenants which shall be posted in the project office and incorporated by reference in the lease

To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety

To keep the dwelling unit and such other areas as may be assigned to the tenant for the tenant's exclusive use in a clean and safe condition

To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe mannerTo use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators To refrain from, and to cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or project

To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, or to the project (including damages to project buildings, facilities or common areas) caused by the tenant, a member of the household or a guest

To act, and cause household members or guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition

In making its decision to terminate the lease, the PHA will consider alternatives as described in Section 13-III.D and other factors as described in Sections 13-III.E and 13 III.F. Upon consideration of such alternatives and factors, the PHA may, on a case-by-case basis, choose not to terminate the lease.

13-III.C. OTHER AUTHORIZED REASONS FOR TERMINATION [24 CFR 966.4(1)(2) and (5)(ii)(B)]

HUD authorizes PHAs to terminate the lease for reasons other than those described in the previous sections. These reasons are referred to as "other good cause."

Other Good Cause [24 CFR 966.4(1)(2)(ii)(B) and (C)]

HUD regulations state that the PHA may terminate tenancy for other good cause. The regulations provide a few examples of other good cause, but do not limit the PHA to only those examples. The Violence against Women Reauthorization Act of 2005 explicitly prohibits PHAs from considering incidents of actual or threatened domestic violence, dating violence, or stalking as "other good cause" for terminating the tenancy or occupancy rights of the victim of such violence.

PHA Policy

The PHA will terminate the lease for the following reasons.

Fugitive Felon or Parole Violator. If a tenant 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 that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under federal or state law.

Persons subject to sex offender registration requirement. If any member of the household has, during their current public housing tenancy, become subject to a registration requirement under a state sex offender registration program.

Discovery after admission of facts that made the tenant ineligible

Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income

Failure to furnish such information and certifications regarding family composition and income as may be necessary for the PHA to make determinations with respect to rent, eligibility, and the appropriateness of dwelling size

Failure to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by the PHA that such a dwelling unit is available

Failure to permit access to the unit by the PHA after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists

Failure to promptly inform the PHA of the birth, adoption or court-awarded custody of a child. In such a case, promptly means within 10 business days of the event.

Failure to abide by the provisions of the PHA pet policy

If the family has breached the terms of a repayment agreement entered into with the PHA

If a family member has violated federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.

If a household member has engaged in or threatened violent or abusive behavior toward PHA personnel. Abusive or violent behavior towards PHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

In making its decision to terminate the lease, the PHA will consider alternatives as described in Section 13-III.D and other factors described in Sections 13-III.E and 13 III.F. Upon consideration of such alternatives and factors, the PHA may, on a case-by-case basis, choose not to terminate the lease.

Family Absence from Unit [24 CFR 982.551(i)]

It is reasonable that the family may be absent from the public housing unit for brief periods. However, the PHA needs a policy on how long the family may be absent from the unit. Absence in this context means that no member of the family is residing in the unit.

PHA Policy

The family must supply any information or certification requested by the PHA to verify that the family is living in the unit, or relating to family absence from the unit, including any PHA-requested information or certification on the purposes of family absences. The family must cooperate with the PHA for this purpose. The family must promptly notify the PHA when all family members will be absent from the unit for an extended period. An extended period is defined as any period greater than 15 calendar days. In such a case promptly means within 10 business days of the start of the extended absence.

If a family is absent from the public housing unit for more than 15 consecutive days, and the family does not adequately verify that they are living in the unit, the PHA will terminate the lease for other good cause. *Abandonment.* If the family appears to have vacated the unit without giving proper notice, the PHA will follow state and local landlord-tenant law pertaining to abandonment before taking possession of the unit. If necessary, the PHA will secure the unit immediately to prevent vandalism and other criminal activity.

Over-Income Families [24 CFR 960.261 and FR 11/26/04, p. 68786]

Subject to certain restrictions, HUD authorizes PHAs to evict or terminate the tenancies of families because they are over income. Unless required to do so by local law, the PHA may not evict or terminate the tenancy of a family solely because the family is over income if: (1) the family has a valid contract of participation in the Family Self-Sufficiency (FSS) program, or (2) the family is currently receiving the earned income disallowance. This rule does not require PHAs to evict over-income residents, but rather gives PHAs the discretion to do so thereby making units available for applicants who are income-eligible.

PHA Policy

The PHA will not evict or terminate the tenancies of families solely because they are over income.

13-III.D. ALTERNATIVES TO TERMINATION OF TENANCY

Exclusion of Culpable Household Member [24 CFR 966.4(1)(5)(vii)(C)]

As an alternative to termination of the lease for criminal activity or alcohol abuse HUD provides that the PHA may consider exclusion of the culpable household member. Such an alternative can be used, by PHA policy, for any other reason where such a solution appears viable.

PHA Policy

The PHA will consider requiring the tenant to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.

As a condition of the family's continued occupancy, the head of household must certify that the culpable household member has vacated the unit and will not be permitted to visit or to stay as a guest in the assisted unit. The family must present evidence of the former household member's current address upon PHA request.

Repayment of Family Debts

PHA Policy

If a family owes amounts to the PHA, as a condition of continued occupancy, the PHA will require the family to repay the full amount or to enter into a repayment agreement, within 30 days of receiving notice from the PHA of the amount owed. The maximum amount of any repayment agreement, will not exceed the amount of one (1) months rent; and /or excess utilities or maintenance charges equal to three (3) months. Repayment agreements for past due rent, utilities, and maintenance charges must be paid in full over a three month period. See Chapter 16 for policies on repayment agreements.

13-III.E. CRITERIA FOR DECIDING TO TERMINATE TENANCY

A PHA that has grounds to terminate a tenancy is not required to do so, except as explained in Part II of this chapter, and may consider all of the circumstances relevant to a particular case before making a decision.

Evidence [24 CFR 982.553(c)]

For criminal activity, HUD permits the PHA to terminate the lease if a *preponderance of the evidence* indicates that a household member has engaged in the activity, regardless of whether the household member has been arrested or convicted, and without satisfying the standard of proof used for a criminal conviction.

PHA Policy

The PHA will use the concept of the preponderance of the evidence as the standard for making all termination decisions.

Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Consideration of Circumstances [24 CFR 966.4(l)(5)(vii)(B)]

Although it is required that certain lease provisions exist for criminal activity and alcohol abuse, HUD provides that the PHA may consider all circumstances relevant to a particular case in order to determine whether or not to terminate the lease.

Such relevant circumstances can also be considered when terminating the lease for any other reason.

PHA Policy

The PHA will consider the following factors before deciding whether to terminate the lease for any of the HUD required lease provisions or for any other reasons:

The seriousness of the offending action, especially with respect to how it would affect other residents

The extent of participation or culpability of the leaseholder, or other household members, in the offending action, including whether the culpable member is a minor, a person with disabilities, or (as discussed further in section 13-III.F) a victim of domestic violence, dating violence, or stalking

The effects that the eviction will have on other family members who were not involved in the action or failure to act

The effect on the community of the termination, or of the PHA's failure to terminate the tenancy

The effect of the PHA's decision on the integrity of the public housing program

The demand for housing by eligible families who will adhere to lease responsibilities

The extent to which the leaseholder has shown personal responsibility and whether they have taken all reasonable steps to prevent or mitigate the offending action

The length of time since the violation occurred, the family's recent history, and the likelihood of favorable conduct in the future

In the case of program abuse, the dollar amount of the underpaid rent and whether or not a false certification was signed by the family

Consideration of Rehabilitation [24 CFR 966.4(l)(5)(vii)(D)]

HUD authorizes PHAs to take into consideration whether a household member who had used illegal drugs or abused alcohol and is no longer engaging in such use or abuse is participating in or has successfully completed a supervised drug or alcohol rehabilitation program.

PHA Policy

In determining whether to terminate the lease for illegal drug use or a pattern of illegal drug use, or for abuse or a pattern of abuse of alcohol, by a household member who is no longer engaging in such use or abuse, the PHA will consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully.

For this purpose the PHA will require the tenant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

Reasonable Accommodation [24 CFR 966.7]

If the family includes a person with disabilities, the PHA's decision to terminate the family's lease is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.

PHA Policy

If a family indicates that the behavior of a family member with a disability is the reason for a proposed termination of lease, the PHA will determine whether the behavior is related to the disability. If so, upon the family's request, the PHA will determine whether alternative measures are appropriate as a reasonable accommodation. The PHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed lease termination. See Chapter 2 for a discussion of reasonable accommodation.

Nondiscrimination Limitation [24 CFR 966.4(1)(5)(vii)(F)]

The PHA's eviction actions must be consistent with fair housing and equal opportunity provisions of 24 CFR 5.105.

13-III.F. PROHIBITION AGAINST TERMINATING TENANCY OF VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, AND STALKING [Pub.L. 109-162 and 109-271]

The Violence against Women Reauthorization Act of 2005 (VAWA), provides that "criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of the tenancy or occupancy rights, if the tenant or immediate family member of the tenant's family is the victim or threatened victim of that abuse." VAWA further provides that incidents of actual or threatened domestic violence, dating violence, or stalking may not be construed either as serious or repeated violations of the lease by the victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence.

VAWA does not limit the PHA's authority to terminate the tenancy of any tenant if the PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property.

Victim Documentation

PHA Policy

When a tenant family is facing lease termination because of the actions of a tenant, household member, guest, or other person under the tenant's control and a tenant or immediate family member of the tenant's family claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, or stalking, the PHA will require the individual to submit documentation affirming that claim.

The documentation must include two elements:

A signed statement by the victim that provides the name of the perpetrator and certifies that the incidents in question are bona fide incidents of actual or threatened domestic violence, dating violence, or stalking

One of the following:

A police or court record documenting the actual or threatened abuse A statement signed by an employee, agent, or volunteer of a victim service provider; an attorney; a medical professional; or another knowledgeable professional from whom the victim has sought assistance in addressing the actual or threatened abuse. The professional must attest under penalty of perjury that the incidents in question are bona fide incidents of abuse, and the victim must sign or attest to the statement.

The required certification and supporting documentation must be submitted to the PHA within 14 business days after the PHA request is received by the victim. Upon written request from the tenant, the PHA will extend the 14-day deadline for an additional 10 business days as long as the extension request is submitted within the initial 14 business-day period. If the individual does not provide the required certification and supporting documentation within 14 business days or the approved extension period, the PHA will proceed with termination of the family's lease.

If the PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant's tenancy is not terminated, the PHA will bypass the standard process and proceed with the immediate termination of the family's lease.

Terminating or Evicting a Perpetrator of Domestic Violence

Although VAWA provides protection from termination for victims of domestic violence, it does not provide protection for perpetrators. In fact, VAWA gives the PHA the explicit authority to bifurcate a lease, or to remove a household member from a lease, "in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant." This authority supersedes any local, state, or other federal law to the contrary. However, if the PHA chooses to exercise this authority, it must follow any procedures prescribed by HUD or by applicable local, state, or federal law for eviction, lease termination, or termination of assistance [Pub.L. 109-271].

PHA Policy

When the actions of a tenant or other family member result in a determination by the PHA to terminate the family's lease and another family member claims that the actions involve criminal acts of physical violence against family members or others, the PHA will request that the victim submit the above required certification and supporting documentation in accordance with the stated time frame. If the certification and supporting documentation are submitted within the required time frame or any approved extension period, the PHA will bifurcate the lease and evict or terminate the occupancy rights of the perpetrator. If the victim does not provide the certification and supporting documentation, as required, the PHA will proceed with termination of the family's lease.

If the PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant's tenancy is not terminated, the PHA will bypass the standard process and proceed with the immediate termination of the family.

PHA Confidentiality Requirements

All information provided to the PHA regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared data base nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.

PART IV: NOTIFICATION REQUIREMENTS, EVICTION PROCEDURES AND RECORD KEEPING

13-IV.A. OVERVIEW

HUD regulations specify the requirements for the notice that must be provided prior to lease termination. This part discusses those requirements and the specific requirements that precede and follow termination for certain criminal activities which are addressed in the regulations. This part also discusses specific requirements pertaining to the actual eviction of families and record keeping.

13-IV.B. CONDUCTING CRIMINAL RECORDS CHECKS [24 CFR 5.903(e)(ii) and 24 CFR 960.259]

HUD authorizes PHAs to conduct criminal records checks on public housing residents for lease enforcement and eviction. PHA policy determines when the PHA will conduct such checks.

PHA Policy

The PHA will conduct criminal records checks when it has come to the attention of the PHA, either from local law enforcement or by other means, that an individual has engaged in the destruction of property, engaged in violent activity against another person, or has interfered with the right to peaceful enjoyment of the premises of other residents. Such checks will also include sex offender registration information. In order to obtain such information, all adult household members must sign consent forms for release of criminal conviction and sex offender registration records on an annual basis.

The PHA may not pass along to the tenant the costs of a criminal records check.

13-IV.C. DISCLOSURE OF CRIMINAL RECORDS TO FAMILY [24 CFR 5.903(f), 24 CFR 5.905(d) and 24 CFR 966.4(I)(5)(iv)]

In conducting criminal records checks, if the PHA uses the authority of 24 CFR 5.903 and 5.905 to obtain such information, certain protections must be afforded the tenant before any adverse action is taken. In such cases if the PHA obtains criminal records information from a state or local agency showing that a household member has been convicted of a crime, or is subject to a sex offender registration requirement, relevant to lease enforcement or eviction, the PHA must notify the household of the proposed action and must provide the subject of the record and the tenant a copy of such information, and an opportunity to dispute the accuracy and relevance of the information before an eviction or lease enforcement action is taken.

PHA Policy

In all cases where criminal record or sex offender registration information would result in lease enforcement or eviction, the PHA will notify the household in writing of the proposed adverse action and will provide the subject of the record and the tenant a copy of such information, and an opportunity to dispute the accuracy and relevance of the information before an eviction or lease enforcement action is taken.

The family will be given 10 business days from the date of the PHA notice, to dispute the accuracy and relevance of the information. If the family does not contact the PHA to dispute the information within that 10 business day period, the PHA will proceed with the termination action.

Should the tenant not exercise their right to dispute prior to any adverse action, the tenant still has the right to dispute in the grievance hearing or court trial.

13-IV.D. LEASE TERMINATION NOTICE [24 CFR 966.4(1)(3)]

Form, Delivery, and Content of the Notice

Notices of lease termination must be in writing. The notice must state the specific grounds for termination, the date the termination will take place, the resident's right to reply to the termination notice, and their right to examine PHA documents directly relevant to the termination or eviction. If the PHA does not make the documents available for examination upon request by the tenant, the PHA may not proceed with the eviction [24 CFR 996.4(m)]. When the PHA is required to offer the resident an opportunity for a grievance hearing, the notice must also inform the resident of their right to request a hearing in accordance with the PHA's grievance procedure. In these cases, the tenancy shall not terminate until the time for the tenant to request a grievance hearing has expired and the grievance

When the PHA is not required to offer the resident an opportunity for a grievance hearing because HUD has made a due process determination and the lease termination is for criminal activity that threatens health, safety or right to peaceful enjoyment or for drug-related criminal activity, the notice of lease termination must state that the tenant is not entitled to a grievance hearing on the termination. It must specify the judicial eviction procedure to be used by the PHA for eviction of the tenant, and state that HUD has determined that the eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations. The notice must also state whether the eviction is for a criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the PHA, or for a drug-related criminal activity on or off the premises.

PHA Policy

procedure has been completed.

The PHA will attempt to deliver notices of lease termination directly to the tenant or an adult member of the household. If such attempt fails, the notice will be sent by first-class mail the same day.

All notices of lease termination will include a statement of the protection against termination provided by VAWA for victims of domestic violence, dating violence, or stalking. Any family member who claims that the cause for termination involves (a) criminal acts of physical violence against family members or others or (b) incidents of domestic violence, dating violence, or stalking of which a family member is the victim will be given the opportunity to provide documentation in accordance with the policies in Section 13-III.F.

Timing of the Notice [24 CFR 966.4(1)(3)(i)]

The PHA must give written notice of lease termination of:

- 14 calendar days in the case of failure to pay rent
- A reasonable period of time considering the seriousness of the situation (but not to exceed 30 calendar days)
 If the health or safety of other residents, PHA employees, or persons residing in the immediate vicinity of the premises is threatened

If any member of the household has engaged in any drug-related criminal activity or violent criminal activity

If any member of the household has been convicted of a felony

• 30 calendar days in any other case, except that if a state or local law allows a shorter notice period, such shorter period shall apply

PHA Policy

The PHA will give written notice of 14 calendar days for non-payment of rent.

The PHA will give written notice of 3 calendar days if the health and safety of other residents, PHA employees, or persons in the immediate vicinity is threatened, any member of the household is engaging in drug-related or violent criminal activity, or if any member of the household has been convicted of a felony. For all other lease terminations the PHA will give 30 days written notice.

If state or local law allows for a shorter notice period (for violations other than non-payment of rent), such shorter notice will be given.

The Notice to Vacate that may be required under state or local law may be combined with or run concurrently with the notice of lease termination.

Notice of Nonrenewal Due to Community Service Noncompliance [24 CFR 966.4(l)(2)(ii)(D), 24 CFR 960.603(b) and 24 CFR 960.607(b)]

When the PHA finds that a family is in noncompliance with the community service requirement, the tenant and any other noncompliant resident must be notified in writing of this determination. Notices of noncompliance will be issued in accordance with the requirements and policies in Section 11-I.E.

PHA Policy

If after receiving a notice of initial noncompliance the family does not request a grievance hearing, or does not take either corrective action required by the notice within the required timeframe, a termination notice will be issued in accordance with the policies above.

If a family agreed to cure initial noncompliance by signing an agreement, and is still in noncompliance after being provided the 12-month opportunity to cure, the family will be issued a notice of continued noncompliance. The notice of continued noncompliance will be sent in accordance with the policies in Section 11-I.E. and will also serve as the notice of termination of tenancy.

Notice of Termination Based on Citizenship Status [24 CFR 5.514 (c) and (d)]

In cases where termination of tenancy is based on citizenship status, HUD requires the notice of termination to contain additional information. In addition to advising the family of the reasons their assistance is being terminated, the notice must also advise the family of any of the following that apply: the family's eligibility for proration of assistance, the criteria and procedures for obtaining relief under the provisions for preservation of families, the family's right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or a written explanation in support of the appeal, and the family's right to request an informal hearing with the PHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal. Please see Chapter 14 for the PHA's informal hearing procedures.

13-IV.E. EVICTION [24 CFR 966.4(l)(4) and 966.4(m)]

Eviction notice means a notice to vacate, or a complaint or other initial pleading used under state or local law to commence an eviction action. The PHA may only evict the tenant from the unit by instituting a court action, unless the law of the jurisdiction permits eviction by administrative action, after a due process administrative hearing, and without a court determination of the rights and liabilities of the parties.

PHA Policy

When a family does not vacate the unit after receipt of a termination notice, by the deadline given in the notice, the PHA will follow state and local landlord-tenant law in filing an eviction action with the local court that has jurisdiction in such cases.

If the eviction action is finalized in court and the family remains in occupancy beyond the deadline to vacate given by the court, the PHA will seek the assistance of the court to remove the family from the premises as per state and local law.

The PHA may not proceed with an eviction action if the PHA has not made available the documents to be used in the case against the family, and has not afforded the family the opportunity to examine and copy such documents in accordance with the provisions of 24 CFR 966.4(l)(3) and (m).

13-IV.F. NOTIFICATION TO POST OFFICE [24CFR 966.4(l)(5)(iii)(B)]

When the PHA evicts an individual or family for criminal activity, including drug-related criminal activity, the PHA must notify the local post office serving the dwelling unit that the individual or family is no longer residing in the unit.

13-IV.G. RECORD KEEPING

For more information concerning general record keeping, see Chapter 16.

PHA Policy

A written record of every termination and/or eviction will be maintained by the PHA at the development where the family was residing, and will contain the following information:

Name of resident, number and identification of unit occupied

Date of the notice of lease termination and any other notices required by state or local law; these notices may be on the same form and will run concurrently

Specific reason(s) for the notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the notices described in detail (other than any criminal history reports obtained solely through the authorization provided in 24 CFR 5.903 and 5.905)

Date and method of notifying the resident

Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions

Chapter 14

GRIEVANCES AND APPEALS

INTRODUCTION

This chapter discusses grievances and appeals pertaining to PHA actions or failures to act that adversely affect public housing applicants or residents. The policies are discussed in the following three parts:

<u>Part I: Informal Hearings for Public Housing Applicants</u>. This part outlines the requirements and procedures for informal hearings for public housing applicants. <u>Part II: Informal Hearings with Regard to Noncitizens</u>. This part discusses informal hearings regarding citizenship status and where they differ from the requirements for general applicant and tenant grievances.

<u>Part III: Grievance Procedures for Public Housing Residents</u>. This part outlines the requirements and procedures for handling grievances for public housing residents.

Note that this chapter is not the PHA's grievance procedure. The grievance procedure is a document separate from the ACOP. This chapter of the ACOP provides the policies that drive the grievance procedure.

PART I: INFORMAL HEARINGS FOR PUBLIC HOUSING APPLICANTS

14-I.A. OVERVIEW

When the PHA makes a decision that has a negative impact on an applicant family, the family is often entitled to appeal the decision. For applicants, the appeal takes the form of an informal hearing. HUD regulations do not provide a structure for or requirements regarding informal hearings for applicants (except with regard to citizenship status, to be covered in Part II). This part discusses the PHA policies necessary to respond to applicant appeals through the informal hearing process.

14-I.B. INFORMAL HEARING PROCESS [24 CFR 960.208(a) and PH Occ GB, p. 58]

Informal hearings are provided for public housing applicants. An applicant is someone who has applied for admission to the public housing program, but is not yet a tenant in the program. Informal hearings are intended to provide a means for an applicant to dispute a determination of ineligibility for admission to a project [24 CFR 960.208(a)]. Applicants to public housing are not entitled to the same hearing process afforded tenants in the PHA grievance procedure [24 CFR 966.53(a) and PH Occ GB, p. 58].

Informal hearings provide the applicant a means to hear the details of the reasons for rejection, and an opportunity to present evidence to the contrary if available, and to claim mitigating circumstances if possible.

Use of Informal Hearing Process

While the PHA must offer the opportunity of an informal hearing to applicants who have been determined as ineligible for admission, the PHA could make the informal hearing process available to applicants who wish to dispute other PHA actions that adversely affect them.

PHA Policy

The PHA will only offer informal hearings to applicants for the purpose of disputing denials of admission.

Notice of Denial [24 CFR 960.208(a)]

The PHA must give an applicant prompt notice of a decision denying eligibility for admission. The notice must contain a brief statement of the reasons for the PHA decision, and must also state that the applicant may request an informal hearing to dispute the decision. The notice must describe how to obtain the informal hearing.

Prior to notification of denial based on information obtained from criminal or sex offender registration records, the family, in some cases, must be given the opportunity to dispute the information in those records which would be the basis of the denial. See Section 3-III.G for details concerning this requirement.

Scheduling an Informal Hearing

PHA Policy

A request for an informal hearing must be made in writing and delivered to the PHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of the PHA's notification of denial of admission.

Except as provided in Section 3-III.F, the PHA will schedule and send written notice of the informal hearing within 10 business days of the family's request.

Conducting an Informal Hearing [PH Occ GB, p. 58]

PHA Policy

The informal hearing will be conducted by a person other than the one who made the decision under review, or a subordinate of this person.

The applicant will be provided an opportunity to present written or oral objections to the decision of the PHA.

The person conducting the informal hearing will make a recommendation to the PHA, but the PHA is responsible for making the final decision as to whether admission should be granted or denied.

Informal Hearing Decision [PH Occ GB, p. 58]

PHA Policy

The PHA will notify the applicant of the PHA's final decision, including a brief statement of the reasons for the final decision.

In rendering a decision, the PHA will evaluate the following matters:

Whether or not the grounds for denial were stated factually in the notice The validity of grounds for denial of admission. If the grounds for denial are not specified in the regulations or in PHA policy, then the decision to deny assistance will be overturned. See Chapter 3 for a detailed discussion of the grounds for applicant denial.

The validity of the evidence. The PHA will evaluate whether the facts presented prove the grounds for denial of admission. If the facts prove that there are grounds for denial, and the denial is required by HUD, the PHA will uphold the decision to deny admission.

If the facts prove the grounds for denial, and the denial is discretionary, the PHA will consider the recommendation of the person conducting the informal hearing in making the final decision whether to deny admission.

The PHA will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed, with return receipt requested, within 10 business days of the informal hearing, to the applicant and his or her representative, if any.

If the informal hearing decision overturns the denial, processing for admission will resume

If the family fails to appear for their informal hearing, the denial of admission will stand and the family will be so notified.

Reasonable Accommodation for Persons with Disabilities [24 CFR 966.7]

Persons with disabilities may request reasonable accommodations to participate in the informal hearing process and the PHA must consider such accommodations. The PHA must also consider reasonable accommodation requests pertaining to the reasons for denial if related to the person's disability. See Chapter 2 for more detail pertaining to reasonable accommodation requests.

PART II: INFORMAL HEARINGS WITH REGARD TO NONCITIZENS

14-II.A. HEARING AND APPEAL PROVISIONS FOR NONCITIZENS [24 CFR 5.514]

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. These special hearings are referred to in the regulations as informal hearings, but the requirements for such hearings are different from the informal hearings used to deny applicants for reasons other than immigration status.

Assistance to a family may not be delayed, denied, or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while the PHA hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

A decision against a family member, issued in accordance with the USCIS appeal process or the PHA informal hearing process, does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

Notice of Denial or Termination of Assistance [24 CFR 5.514(d)]

As discussed in Chapters 3 and 13, the notice of denial or termination of assistance for noncitizens must advise the family of any of the following that apply:

- That financial assistance will be denied or terminated, and provide a brief explanation of the reasons for the proposed denial or termination of assistance.
- The family may be eligible for proration of assistance.
- In the case of a tenant, the criteria and procedures for obtaining relief under the provisions for preservation of families [24 CFR 5.514 and 5.518].
- That the family has a right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal.
- That the family has a right to request an informal hearing with the PHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.
- For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the informal hearing process.

United States Citizenship and Immigration Services Appeal Process [24 CFR 5.514(e)]

When the PHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, the PHA must notify the family of the results of the USCIS verification. The family will have 30 days from the date of the notification to request an appeal of the USCIS results. The request for appeal must be made by the family in writing directly to the USCIS. The family must provide the PHA with a copy of the written request for appeal and proof of mailing.

PHA Policy

The PHA will notify the family in writing of the results of the USCIS secondary verification within 10 business days of receiving the results.

The family must provide the PHA with a copy of the written request for appeal and proof of mailing within 10 business days of sending the request to the USCIS.

The family must forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form specified by the USCIS, and a letter indicating that the family is requesting an appeal of the USCIS immigration status verification results.

The USCIS will notify the family, with a copy to the PHA, of its decision. When the USCIS notifies the PHA of the decision, the PHA must notify the family of its right to request an informal hearing.

PHA Policy

The PHA will send written notice to the family of its right to request an informal hearing within 10 business days of receiving notice of the USCIS decision regarding the family's immigration status.

Informal Hearing Procedures for Applicants [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, an applicant family may request that the PHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of the PHA notice of denial, or within 30 days of receipt of the USCIS appeal decision.

The informal hearing procedures for applicant families are described below.

Informal Hearing Officer

The PHA must provide an informal hearing before an impartial individual, other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision.

Evidence

The family must be provided the opportunity to examine and copy at the family's expense, at a reasonable time in advance of the hearing, any documents in the possession of the PHA pertaining to the family's eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing.

PHA Policy

The family will be allowed to copy any documents related to the hearing at a cost of \$.25 per page. The family must request discovery of PHA documents no later than 12:00 p.m. on the business day prior to the hearing.

The family must be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The family must also be provided the opportunity to refute evidence relied upon by the PHA, and to confront and cross-examine all witnesses on whose testimony or information the PHA relies.

Representation and Interpretive Services

The family is entitled to be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf.

The family is entitled to arrange for an interpreter to attend the hearing, at the expense of the family, or the PHA, as may be agreed upon by the two parties. If the family does not arrange for their own interpreter, the PHA is still obligated to provide oral translation services in accordance with its LEP Plan.

Recording of the Hearing

The family is entitled to have the hearing recorded by audiotape. The PHA may, but is not required to provide a transcript of the hearing.

PHA Policy

The PHA will not provide a transcript of an audio taped informal hearing.

Hearing Decision

The PHA must provide the family with a written notice of the final decision, based solely on the facts presented at the hearing, within 14 calendar days of the date of the informal hearing. The notice must state the basis for the decision.

Retention of Documents [24 CFR 5.514(h)]

The PHA must retain for a minimum of 5 years the following documents that may have been submitted to the PHA by the family, or provided to the PHA as part of the USCIS appeal or the PHA informal hearing process:

- The application for assistance
- The form completed by the family for income reexamination
- Photocopies of any original documents, including original USCIS documents
- The signed verification consent form
- The USCIS verification results
- The request for a USCIS appeal
- The final USCIS determination
- The request for an informal hearing
- The final informal hearing decision

Informal Hearing Procedures for Residents [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, a resident family may request that the PHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of the PHA notice of termination, or within 30 days of receipt of the USCIS appeal decision.

The informal hearing procedures for resident families whose tenancy is being terminated based on immigration status is the same as for any grievance under the grievance procedures for resident families found in Part III below.

PART III: GRIEVANCE PROCEDURES FOR PUBLIC HOUSING RESIDENTS

14-III.A. REQUIREMENTS [24 CFR 966.52]

PHAs must have a grievance procedure in place through which residents of public housing are provided an opportunity to grieve any PHA action or failure to act involving the lease or PHA policies which adversely affect their rights, duties, welfare, or status.

The PHA grievance procedure must be included in, or incorporated by reference in, the lease.

PHA Policy

The PHA grievance procedure will be incorporated by reference in the tenant lease. The PHA must provide at least 30 days notice to tenants and resident organizations setting forth proposed changes in the PHA grievance procedure, and providing an opportunity to present written comments. Comments submitted must be considered by the PHA before adoption of any grievance procedure changes by the PHA.

PHA Policy

Residents and resident organizations will have 30 calendar days from the date they are notified by the PHA of any proposed changes in the PHA grievance procedure, to submit written comments to the PHA.

The PHA must furnish a copy of the grievance procedure to each tenant and to resident organizations.

14-III.B. DEFINITIONS [24 CFR 966.53; 24 CFR 966.51(a)(2)(i)]

There are several terms used by HUD with regard to public housing grievance procedures, which take on specific meanings different from their common usage. These terms are as follows:

- **Grievance** any dispute which a tenant may have with respect to PHA action or failure to act in accordance with the individual tenant's lease or PHA regulations which adversely affect the individual tenant's rights, duties, welfare or status
- **Complainant** any tenant whose grievance is presented to the PHA or at the project management office
- **Due Process Determination** a determination by HUD that law of the jurisdiction requires that the tenant must be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the dwelling unit
- **Elements of Due Process** an eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:
 - Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction
 - Right of the tenant to be represented by counsel
 - Opportunity for the tenant to refute the evidence presented by the PHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have
 - A decision on the merits
- **Hearing Officer/Panel** a person/panel selected in accordance with HUD regulations to hear grievances and render a decision with respect thereto
- **Tenant** the adult person (or persons) (other than a live-in aide)
 - Who resides in the unit, and who executed the lease with the PHA as lessee of the dwelling unit, or, if no such person now resides in the unit,
 - Who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit
- **Resident Organization** includes a resident management corporation

14-III.C. APPLICABILITY [24 CFR 966.51]

Potential grievances could address most aspects of a PHA's operation. However, there are some situations for which the grievance procedure is not applicable.

The grievance procedure is applicable only to individual tenant issues relating to the PHA. It is not applicable to disputes between tenants not involving the PHA. Class grievances are not subject to the grievance procedure and the grievance procedure is not to be used as a forum for initiating or negotiating policy changes of the PHA.

If HUD has issued a due process determination, a PHA may exclude from the PHA grievance procedure any grievance concerning a termination of tenancy or eviction that involves:

- Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the PHA
- Any violent or drug-related criminal activity on or off such premises
- Any criminal activity that resulted in felony conviction of a household member In states without due process determinations, PHAs must grant opportunity for grievance hearings for all lease terminations, regardless of cause, but may use expedited grievance procedures, as described in Section 14-III.E. below, to deal with the first two of the above three categories of lease terminations.

If HUD has issued a due process determination, the PHA may evict through the state/local judicial eviction procedures. In this case, the PHA is not required to provide the opportunity for a hearing under the PHA's grievance procedure as described above.

PHA Policy

The PHA is not located in a due process state, therefore it must grant opportunity for grievance hearings for all lease terminations, regardless of cause.

See Chapter 13 for related policies on the content of termination notices.

14-III.D. INFORMAL SETTLEMENT OF GRIEVANCE [24 CFR 966.54]

HUD regulations state that any grievance must be personally presented, either orally or in writing, to the PHA office or to the office of the project in which the complainant resides so that the grievance may be discussed informally and settled without a hearing.

PHA Policy

The PHA will accept requests for an informal settlement of a grievance either orally or in writing, to the PHA office within 10 business days of the grievable event. Within 10 business days of receipt of the request the PHA will arrange a meeting with the tenant at a mutually agreeable time and confirm such meeting in writing to the tenant. If a tenant fails to attend the scheduled meeting without prior notice, the PHA will reschedule the appointment only if the tenant can show good cause for failing to appear, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

HUD regulations require that a summary of such discussion will be prepared within a reasonable time and one copy will be given to the tenant and one retained in the PHA's tenant file. The summary must specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and will specify the procedures by which a hearing may be obtained if the complainant is not satisfied.

PHA Policy

the expedited grievance procedure applies.

The PHA will prepare a summary of the informal settlement within 5 business days; one copy to be given to the tenant and one copy to be retained in the PHA's tenant file. For PHAs who have the option to establish an expedited grievance procedure, and who exercise this option, the informal settlement of grievances is not applicable to those grievances for which

14-III.E. PROCEDURES TO OBTAIN A HEARING [24 CFR 966.55]

Requests for Hearing and Failure to Request [24 CFR 966.55(a), (c), and (d)]

All grievances must be presented in accordance with the informal procedures prescribed above as a condition prior to a grievance hearing. However, if the complainant can show good cause for failure to proceed with the informal settlement process to the hearing officer/panel, the hearing officer/panel may waive this provision [24 CFR 966.55(d)].

The complainant must submit the request in writing for a grievance hearing within a reasonable time after receipt of the summary of informal discussion [24 CFR 966.55(a)]. The request must specify the reasons for the grievance and the action or relief sought.

PHA Policy

The resident must submit a written request for a grievance hearing to the PHA within 5 business days of the tenant's receipt of the summary of the informal settlement.

If the complainant does not request a hearing, the PHA's disposition of the grievance under the informal settlement process will become final. However, failure to request a hearing does not constitute a waiver by the complainant of the right to contest the PHA's action in disposing of the complaint in an appropriate judicial proceeding [24 CFR 966.55(c)].

Escrow Deposits [24 CFR 966.55(e)]

Before a hearing is scheduled in any grievance involving the amount of rent that the PHA claims is due, the family must pay an escrow deposit to the PHA. When a family is required to make an escrow deposit, the amount is the amount of rent the PHA states is due and payable as of the first of the month preceding the month in which the family's act or failure to act took place. After the first deposit the family must deposit the same amount monthly until the family's complaint is resolved by decision of the hearing officer/panel.

The PHA must waive the requirement for an escrow deposit where the family has requested a financial hardship exemption from minimum rent requirements or is grieving the effect of welfare benefits reduction in calculation of family income [24 CFR 5.630(b)(3)].

Unless the PHA waives the requirement, the family's failure to make the escrow deposit will terminate the grievance procedure. A family's failure to pay the escrow deposit does not waive the family's right to contest the PHA's disposition of the grievance in any appropriate judicial proceeding.

PHA Policy

The PHA will not waive the escrow requirement for grievances involving rent amounts except where required to do so by regulation.

Scheduling of Hearings [24 CFR 966.55(f)]

If the complainant has complied with all requirements for requesting a hearing as described above, a hearing must be scheduled by the hearing officer/panel promptly for a time and place reasonably convenient to both the complainant and the PHA. A written notification specifying the time, place and the procedures governing the hearing must be delivered to the complainant and the appropriate PHA official.

PHA Policy

Within 10 business days of receiving a written request for a hearing, the hearing officer will schedule and send written notice of the hearing to both the complainant and the PHA.

The PHA may wish to permit the tenant to request to reschedule a hearing for good cause.

PHA Policy

The tenant may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, the PHA may request documentation of the "good cause" prior to rescheduling the hearing.

Expedited Grievance Procedure [24 CFR 966.55(g)]

The PHA may establish an expedited grievance procedure for any grievance concerning a termination of tenancy or eviction that involves:

- Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the PHA, or
- Any drug-related criminal activity on or near such premises

In such expedited grievances, the informal settlement of grievances as discussed in 14-III.D is not applicable.

The PHA may adopt special procedures concerning expedited hearings, including provisions for expedited notice or scheduling, or provisions for expedited decision on the grievance.

PHA Policy

The PHA will follow expedited grievance procedures for any grievance concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the PHA, or any drug-related criminal activity on or near such premises. Such procedures will provide for an expedited notice of hearing request, an expedited scheduling of the hearing, and for an expedited decision on the grievance. The tenant will have 3 business days to make their hearing request. The hearing officer will have 3 business days to schedule the hearing, and 3 business days to render a decision. All other aspects of the expedited grievance process shall be the same as for other grievances.

14-III.F. SELECTION OF HEARING OFFICER/PANEL [24 CFR 966.55(b)]

The grievance hearing must be conducted by an impartial person or persons appointed by the PHA, other than the person who made or approved the PHA action under review, or a subordinate of such person.

PHA Policy

PHA grievance hearings will be conducted by a single hearing officer and not a panel.

The PHA has designated the following to serve as hearing officers:

BEXAR COUNTY DISPUTE RESOLUTION CENTER

The PHA must determine the methodology for appointment of the hearing officer and it must be stated in the grievance procedure.

PHA Policy

The Bexar County Dispute Resolution Center will be responsible for assigning hearing officers.

14-III.G. PROCEDURES GOVERNING THE HEARING [24 CFR 966.56] Rights of Complainant [24 CFR 966.56(b)]

The complainant will be afforded a fair hearing. This includes:

• The opportunity to examine before the grievance hearing any PHA documents, including records and regulations that are directly relevant to the hearing. The tenant must be allowed to copy any such document at the tenant's expense. If the PHA does not make the document available for examination upon request by the complainant, the PHA may not rely on such document at the grievance hearing.

PHA Policy

The tenant will be allowed to copy any documents related to the hearing at a cost of \$.25 per page. The family must request discovery of PHA documents no later than 12:00 p.m. on the business day prior to the hearing.

• The right to be represented by counsel or other person chosen as the tenant's representative and to have such person make statements on the tenant's behalf.

PHA Policy

Hearings may be attended by the following applicable persons:

A PHA representative(s) and any witnesses for the PHA

The tenant and any witnesses for the tenant

The tenant's counsel or other representative

Any other person approved by the PHA as a reasonable accommodation for a person with a disability

- The right to a private hearing unless the complainant requests a public hearing.
- The right to present evidence and arguments in support of the tenant's complaint, to controvert evidence relied on by the PHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information the PHA or project management relies.
- A decision based solely and exclusively upon the facts presented at the hearing.

Decision without Hearing [24 CFR 966.56(c)]

The hearing officer/panel may render a decision without proceeding with the hearing if the hearing officer/panel determines that the issue has been previously decided in another proceeding.

Failure to Appear [24 CFR 966.56(d)]

If the complainant or the PHA fails to appear at a scheduled hearing, the hearing officer/panel may make a determination to postpone the hearing for not to exceed five business days or may make a determination that the party has waived his/her right to a hearing. Both the complainant and the PHA must be notified of the determination by the hearing officer/panel: Provided, That a determination that the complainant has waived his/her right to a hearing will not constitute a waiver of any right the complainant may have to contest the PHA's disposition of the grievance in an appropriate judicial proceeding.

There may be times when a complainant does not appear due to unforeseen circumstances which are out of their control and are no fault of their own.

PHA Policy

If the tenant does not appear at the scheduled time of the hearing, the hearing officer will wait up to 15 minutes. If the tenant appears within 15 minutes of the scheduled time, the hearing will be held. If the tenant does not arrive within 15 minutes of the scheduled time, they will be considered to have failed to appear.

If the tenant fails to appear and was unable to reschedule the hearing in advance, the tenant must contact the PHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. The hearing officer will reschedule the hearing only if the tenant can show good cause for the failure to appear, or it is needed as a reasonable accommodation for a person with disabilities.

"Good cause" is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family.

General Procedures [24 CFR 966.56(e), (f), and (g)]

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the PHA must sustain the burden of justifying the PHA action or failure to act against which the complaint is directed [24 CFR 966.56(e)].

The hearing must be conducted informally by the hearing officer/panel. The PHA and the tenant must be given the opportunity to present oral or documentary evidence pertinent to the facts and issues raised by the complaint and question any witnesses. In general, all evidence is admissible and may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings [24 CFR 966.56(f)].

PHA Policy

Any evidence to be considered by the hearing officer must be presented at the time of the hearing. There are four categories of evidence.

Oral evidence: the testimony of witnesses

Documentary evidence: a writing which is relevant to the case, for example, a letter written to the PHA. Writings include all forms of recorded communication or representation, including letters, emails, words, pictures, sounds, videotapes or symbols or combinations thereof.

Demonstrative evidence: Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.

Real evidence: A tangible item relating directly to the case.

Hearsay Evidence is evidence of a statement that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter. Even though evidence, including hearsay, is generally admissible, hearsay evidence alone cannot be used as the sole basis for the hearing officer's decision.

If the PHA fails to comply with the discovery requirements (providing the tenant with the opportunity to examine PHA documents prior to the grievance hearing), the hearing officer will refuse to admit such evidence.

Other than the failure of the PHA to comply with discovery requirements, the hearing officer has the authority to overrule any objections to evidence.

The hearing officer/panel must require the PHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer/panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate [24 CFR 966.56(f)].

The complainant or the PHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript [24 CFR 966.56(g)].

PHA Policy

If the complainant would like the PHA to record the proceedings by audiotape, the request must be made to the PHA by 12:00 p.m. on the business day prior to the hearing. The PHA will consider that an audio tape recording of the proceedings is a transcript.

Accommodations of Persons with Disabilities [24 CFR 966.56(h)]

The PHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

If the tenant is visually impaired, any notice to the tenant which is required in the grievance process must be in an accessible format.

See Chapter 2 for a thorough discussion of the PHA's responsibilities pertaining to reasonable accommodation.

14-III.H. DECISION OF THE HEARING OFFICER/PANEL [24 CFR 966.57]

The hearing officer/panel must issue a written decision, stating the reasons for the decision, within a reasonable time after the hearing. Factual determinations relating to the individual circumstances of the family must be based on a preponderance of evidence presented at the hearing. A copy of the decision must be sent to the tenant and the PHA. The PHA must retain a copy of the decision in the tenant's folder. A copy of the decision, with all names and identifying references deleted, must also be maintained on file by the PHA and made available for inspection by a prospective complainant, his/her representative, or the hearing officer/panel [24 CFR 966.57(a)].

PHA Policy

In rendering a decision, the hearing officer will consider the following matters:

PHA Notice to the Family: The hearing officer will determine if the reasons for the PHA's decision are factually stated in the notice.

Discovery: The hearing officer will determine if the family was given the opportunity to examine any relevant documents in accordance with PHA policy.

PHA Evidence to Support the PHA Decision: The evidence consists of the facts presented. Evidence is not conclusion and it is not argument. The hearing officer will evaluate the facts to determine if they support the PHA's conclusion.

Validity of Grounds for Termination of Tenancy (when applicable): The hearing officer will determine if the termination of tenancy is for one of the grounds specified in the HUD regulations and PHA policies. If the grounds for termination are not specified in the regulations or in compliance with PHA policies, then the decision of the PHA will be overturned.

The hearing officer will issue a written decision to the family and the PHA no later than 10 business days after the hearing. The report will contain the following information:

Hearing information:

Name of the complainant

Date, time and place of the hearing

Name of the hearing officer

Name of the PHA representative(s)

Name of family representative (if any)

Names of witnesses (if any)

Background: A brief, impartial statement of the reason for the hearing and the date(s) on which the informal settlement was held, who held it, and a summary of the results of the informal settlement. Also includes the date the complainant requested the grievance hearing.

Summary of the Evidence: The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of his/her testimony and that are admitted into evidence.

Findings of Fact: The hearing officer will include all findings of fact, based on a preponderance of the evidence. *Preponderance of the evidence* is defined as

evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Conclusions: The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of the evidence. The conclusion will result in a determination of whether these facts uphold the PHA's decision. Order: The hearing report will include a statement of whether the PHA's decision is upheld or overturned. If it is overturned, the hearing officer will instruct the PHA to change the decision in accordance with the hearing officer's determination. In the case of termination of tenancy, the hearing officer will instruct the PHA to restore the family's status.

Procedures for Further Hearing

PHA Policy

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision. If the family misses an appointment or deadline ordered by the hearing officer, the action of the PHA will take effect and another hearing will not be granted.

Final Decision [24 CFR 966.57(b)]

The decision of the hearing officer/panel is binding on the PHA which must take the action, or refrain from taking the action cited in the decision unless the PHA Board of Commissioners determines within a reasonable time, and notifies the complainant that:

- The grievance does not concern PHA action or failure to act in accordance with or involving the complainant's lease on PHA policies which adversely affect the complainant's rights, duties, welfare, or status; or
- The decision of the hearing officer/panel is contrary to Federal, state, or local law, HUD
 regulations or requirements of the annual contributions contract between HUD and the PHA
 PHA Policy

When the PHA considers the decision of the hearing officer to be invalid due to the reasons stated above, it will present the matter to the PHA Board of Commissioners within 10 business days of the date of the hearing officer's decision. The Board has 30 calendar days to consider the decision. If the Board decides to reverse the hearing officer's decision, it must notify the complainant within 10 business days of this decision.

A decision by the hearing officer/panel, or Board of Commissioners in favor of the PHA or which denies the relief requested by the complainant in whole or in part must not constitute a waiver of any rights the complainant may have to a subsequent trial or judicial review in court [24 CFR 966.57(c)].

Chapter 15

PROGRAM INTEGRITY

INTRODUCTION

The PHA is committed to ensuring that funds made available to the PHA are spent in accordance with HUD requirements.

This chapter covers HUD and PHA policies designed to prevent, detect, investigate and resolve instances of program abuse or fraud. It also describes the actions that will be taken in the case of unintentional errors and omissions.

<u>Part I: Preventing, Detecting, and Investigating Errors and Program Abuse</u>. This part presents PHA policies related to preventing, detecting, and investigating errors and program abuse.

<u>Part II: Corrective Measures and Penalties</u>. This part describes the corrective measures the PHA must and may take when errors or program abuses are found.

PART I: PREVENTING, DETECTING, AND INVESTIGATING ERRORS AND PROGRAM ABUSE

15-I.A. PREVENTING ERRORS AND PROGRAM ABUSE

PHA Policy

The PHA anticipates that the vast majority of families and PHA employees intend to and will comply with program requirements and make reasonable efforts to avoid errors.

To ensure that the PHA's program is administered effectively and according to the highest ethical and legal standards, the PHA will employ a variety of techniques to ensure that both errors and intentional program abuse are rare.

The PHA will provide each applicant and resident with the publication *Things You Should Know* (HUD-1140-OIG) that explains the types of actions a family must avoid and the penalties for program abuse.

The PHA will require mandatory orientation sessions for all prospective residents either prior to or upon execution of the lease. The PHA will discuss program compliance and integrity issues. At the conclusion of all program orientation sessions, the family representative will be required to sign a program briefing certificate to confirm that all rules and pertinent regulations were explained to them.

The PHA will routinely provide resident counseling as part of every reexamination interview in order to clarify any confusion pertaining to program rules and requirements.

PHA staff will be required to review and explain the contents of all HUD- and PHA-required forms prior to requesting family member signatures.

The PHA will place a warning statement about the penalties for fraud (as described in the False Statement Act, U.S.C. 1001 and 1010) on key PHA forms and form letters that request information from a family member.

The PHA will provide each PHA employee with the necessary training on program rules and the organization's standards of conduct and ethics.

For purposes of this chapter the term *error* refers to an unintentional error or omission. Program abuse or fraud refers to a single act or pattern of actions that constitute a false statement, omission, or concealment of a substantial fact, made with the intent to deceive or mislead.

15-I.B. DETECTING ERRORS AND PROGRAM ABUSE

In addition to taking steps to prevent errors and program abuse, the PHA will use a variety of activities to detect errors and program abuse.

Quality Control and Analysis of Data

PHA Policy

The PHA will employ a variety of methods to detect errors and program abuse, including:

The PHA routinely will use available sources of up-front income verification to compare with family-provided information.

At each annual reexamination, current information provided by the family will be compared to information provided at the last annual reexamination to identify inconsistencies and incomplete information.

The PHA will compare family-reported income and expenditures to detect possible unreported income.

Independent Audits and HUD Monitoring

OMB Circular A-133 requires all PHAs that expend \$500,000 or more in federal awards annually to have an independent audit (IPA). In addition, HUD conducts periodic on-site and automated monitoring of PHA activities and notifies the PHA of errors and potential cases of program abuse.

PHA Policy

The PHA will use the results reported in any IPA or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of the PHA's error detection and abuse prevention efforts.

Individual Reporting of Possible Errors and Program Abuse

PHA Policy

The PHA will encourage staff, residents, and the public to report possible program abuse.

15-I.C. INVESTIGATING ERRORS AND PROGRAM ABUSE

When the PHA Will Investigate

PHA Policy

The PHA will review all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation. In order for the PHA to investigate, the allegation must contain at least one independently-verifiable item of information, such as the name of an employer or the name of an unauthorized household member.

The PHA will investigate inconsistent information related to the family that is identified through file reviews and the verification process.

Consent to Release of Information [24 CFR 960.259]

The PHA may investigate possible instances of error or abuse using all available PHA and public records. If necessary, the PHA will require applicant/resident families to give consent to the release of additional information.

Analysis and Findings

PHA Policy

The PHA will base its evaluation on a preponderance of the evidence collected during its investigation.

Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence that as a whole shows that the fact sought to be proved is more probable than not. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

For each investigation the PHA will determine (1) whether an error or program abuse has occurred, (2) whether any amount of money is owed the PHA, and (3) what corrective measures or penalties will be assessed.

Consideration of Remedies

All errors and instances of program abuse must be corrected prospectively. Whether the PHA will enforce other corrective actions and penalties depends upon the nature of the error or program abuse.

PHA Policy

In the case of family-caused errors or program abuse, the PHA will take into consideration (1) the seriousness of the offense and the extent of participation or culpability of individual family members, (2) any special circumstances surrounding the case, (3) any mitigating circumstances related to the disability of a family member, (4) the effects of a particular remedy on family members who were not involved in the offense.

Notice and Appeals

PHA Policy

The PHA will inform the relevant party in writing of its findings and remedies within 10 business days of the conclusion of the investigation. The notice will include (1) a description of the error or program abuse, (2) the basis on which the PHA determined the error or program abuses, (3) the remedies to be employed, and (4) the family's right to appeal the results through an informal hearing or grievance hearing (see Chapter 14).

PART II: CORRECTIVE MEASURES AND PENALTIES

15-II.A. UNDER- OR OVERPAYMENT

An under- or overpayment includes an incorrect tenant rent payment by the family, or an incorrect utility reimbursement to a family.

Corrections

Whether the incorrect rental determination is an overpayment or underpayment, the PHA must promptly correct the tenant rent and any utility reimbursement prospectively.

PHA Policy

Increases in the tenant rent will be implemented only after the family has received 30 days notice.

Any decreases in tenant rent will become effective the first of the month following the discovery of the error.

Reimbursement

Whether the family is required to reimburse the PHA or the PHA is required to reimburse the family depends upon which party is responsible for the incorrect payment and whether the action taken was an error or program abuse. Policies regarding reimbursement are discussed in the three sections that follow.

15-II.B. FAMILY-CAUSED ERRORS AND PROGRAM ABUSE

General administrative requirements for participating in the program are discussed throughout the ACOP. This section deals specifically with errors and program abuse by family members.

An incorrect rent determination caused by a family generally would be the result of incorrect reporting of family composition, income, assets, or expenses, but also would include instances in which the family knowingly allows the PHA to use incorrect information provided by a third party.

Family Reimbursement to PHA

PHA Policy

In the case of family-caused errors or program abuse, the family will be required to repay any amounts of rent underpaid. The PHA may, but is not required to, offer the family a repayment agreement in accordance with Chapter 16. If the family fails to repay the amount owed, the PHA will terminate the family's lease in accordance with the policies in Chapter 13.

PHA Reimbursement to Family

PHA Policy

The PHA will not reimburse the family for any overpayment of rent when the overpayment clearly is caused by the family.

Prohibited Actions

An applicant or resident in the public housing program must not knowingly:

- Make a false statement to the PHA [Title 18 U.S.C. Section 1001].
- Provide incomplete or false information to the PHA [24 CFR 960.259(a)(4)].
- Commit fraud, or make false statements in connection with an application for assistance or with reexamination
 of income [24 CFR 966.4(1)(2)(iii)(C)].

PHA Policy

Any of the following will be considered evidence of family program abuse:

Offering bribes or illegal gratuities to the PHA Board of Commissioners, employees, contractors, or other PHA representatives

Offering payments or other incentives to a third party as an inducement for the third party to make false or misleading statements to the PHA on the family's behalf

Use of a false name or the use of falsified, forged, or altered documents

Intentional misreporting of family information or circumstances (e.g., misreporting of income or family composition)

Omitted facts that were obviously known by a family member (e.g., not reporting employment income), failing to report changes within 10 days of occurrence.

Admission of program abuse by an adult family member

The PHA may determine other actions to be program abuse based upon a preponderance of the evidence, as defined earlier in this chapter.

Penalties for Program Abuse

In the case of program abuse caused by a family the PHA may, at its discretion, impose any of the following remedies.

- The PHA may require the family to repay any amounts owed to the program (see 15-II.B., Family Reimbursement to PHA).
- The PHA may require, as a condition of receiving or continuing assistance, that a culpable family member not reside in the unit. See policies in Chapter 3 (for applicants) and Chapter 13 (for residents).
- The PHA may deny admission or terminate the family's lease following the policies set forth in Chapter 3 and Chapter 13 respectively.
- The PHA may refer the family for state or federal criminal prosecution as described in section 15-II.D.

15-II.C. PHA-CAUSED ERRORS OR PROGRAM ABUSE

The responsibilities and expectations of PHA staff with respect to normal program administration are discussed throughout the ACOP. This section specifically addresses actions of a PHA staff member that are considered errors or program abuse related to the public housing program. Additional standards of conduct may be provided in the PHA personnel policy.

PHA-caused incorrect rental determinations include (1) failing to correctly apply public housing rules regarding family composition, income, assets, and expenses, and (2) errors in calculation.

Repayment to the PHA

The family is not required to repay an underpayment of rent if the error or program abuse is caused by PHA staff.

PHA Reimbursement to Family

PHA Policy

The PHA will reimburse a family for any family overpayment of rent, regardless of whether the overpayment was the result of staff-caused error or staff program abuse.

Prohibited Activities

PHA Policy

Any of the following will be considered evidence of program abuse by PHA staff:

Failing to comply with any public housing program requirements for personal gain

Failing to comply with any public housing program requirements as a result of a conflict of interest relationship with any applicant or resident

Seeking or accepting anything of material value from applicants, residents, vendors, contractors, or other persons who provide services or materials to the PHA

Disclosing confidential or proprietary information to outside parties

Gaining profit as a result of insider knowledge of PHA activities, policies, or practices

Misappropriating or misusing public housing funds

Destroying, concealing, removing, or inappropriately using any records related to the public housing program

Committing any other corrupt or criminal act in connection with any federal housing program

15-II.D. CRIMINAL PROSECUTION

PHA Policy

When the PHA determines that program abuse by a family or PHA staff member has occurred and the amount of underpaid rent meets or exceeds the threshold for prosecution under local or state law, the PHA will refer the matter to the appropriate entity for prosecution. When the amount of underpaid rent meets or exceeds the federal threshold, the case will also be referred to the HUD Office of Inspector General (OIG).

Other criminal violations related to the public housing program will be referred to the appropriate local, state, or federal entity.

15-II.E. FRAUD AND PROGRAM ABUSE RECOVERIES

PHAs who enter into a repayment agreement with a family to collect rent owed, initiate litigation against the family to recover rent owed, or begin eviction proceedings against a family may retain 100 percent of program funds that the PHA recovers [Notice PIH 2005-7 (HA)].

If the PHA does none of the above, all amounts that constitute an underpayment of rent must be returned to HUD.

The family must be afforded the opportunity for a hearing through the PHA's grievance process.

Chapter 16

PROGRAM ADMINISTRATION

INTRODUCTION

This chapter discusses administrative policies and practices that are relevant to the activities covered in this ACOP. The policies are discussed in seven parts as described below:

<u>Part I: Setting Utility Allowances</u>. This part describes how utility allowances are established and revised. Also discussed are the requirements to establish surcharges for excess consumption of PHA-furnished utilities

Part II: Establishing Flat Rents and Public Housing Maximum Rents. This part describes the requirements and policies related to establishing and updating flat rent amounts and public housing maximum rents. Part III: Repayment of Family Debts. This part contains policies for recovery of monies that have been underpaid by families, and describes the circumstances under which the PHA will offer repayment agreements to families. Also discussed are the consequences for failure to make payments in accordance with a repayment agreement.

<u>Part IV: Public Housing Assessment System (PHAS)</u>. This part describes the PHAS indicators, how PHAs are scored under PHAS, and how those scores affect a PHA.

<u>Part V: Record-Keeping</u>. All aspects of the program involve certain types of record-keeping. This part outlines the privacy rights of applicants and participants and record retention policies the PHA will follow. <u>Part VI: Reporting and Record Keeping for Children with Environmental Intervention Blood Lead Level</u>. This part describes the PHA's reporting responsibilities related to children with environmental intervention blood lead levels that are living in public housing.

<u>Part VII: Notification to Applicants and Tenants regarding Protections under the Violence against Women Reauthorization Act of 2005 (VAWA)</u>. This part includes policies for notifying applicants and tenants of VAWA requirements.

PART I: SETTING UTILITY ALLOWANCES [24 CFR 965 Subpart E]

16-I.A. OVERVIEW

PHAs must establish allowances for PHA-furnished utilities for all check metered utilities and for resident-purchased utilities for all utilities purchased directly by residents from a utility supplier [24 CFR 965.502(a)]. PHAs must also establish surcharges for excess consumption of PHA-furnished utilities [24 CFR 965.506]. The PHA must maintain a record that documents the basis on which utility allowances and scheduled surcharges are established and revised, and the record must be made available for inspection by residents [24 CFR 965.502(b)].

16-I.B UTILITY ALLOWANCES

The PHA must establish separate allowances for each utility and for each category of dwelling units the PHA determines to be reasonably comparable as to factors affecting utility usage [24 CFR 965.503]. The objective of a PHA in establishing utility allowances for each dwelling unit category and unit size is to approximate a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment [24 CFR 965.505]. Utilities include gas, electricity, fuel for heating, water, sewerage, and solid waste disposal for a dwelling unit. In addition, if the PHA does not furnish a range and refrigerator, the family must be granted a utility allowance for the range and refrigerator they provide [24 CFR 965.505].

Costs for telephone, cable/satellite TV, and internet services are not considered utilities [PH Occ GB, p. 138]. Utility allowance amounts will vary by the rates in effect, size and type of unit, climatic location and sitting of the unit, type of construction, energy efficiency of the dwelling unit, and other factors related to the physical condition of the unit. Utility allowance amounts will also vary by residential demographic characteristics affecting home energy usage [PH Occ GB, p. 138].

Chapter 14 of the *PH Occupancy Guidebook* provides detailed guidance to the PHA about establishing utility allowances.

Air-Conditioning

"If a PHA installs air conditioning, it shall provide, to the maximum extent economically feasible, systems that give residents the option of choosing to use air conditioning in their units. The design of systems that offer each resident the option to choose air conditioning shall include retail meters or check meters, and residents shall pay for the energy used in its operation. For systems that offer residents the option to choose air conditioning but cannot be check metered, residents are to be surcharged in accordance with 965.506. If an air conditioning system does not provide for resident option, residents are not to be charged, and these systems should be avoided whenever possible." [24 CFR 965.505(e)].

PHA Policy

The PHA [has/has not] installed air-conditioning.

Utility Allowance Revisions [24 CFR 965.507]

The PHA must review at least annually the basis on which utility allowances have been established and must revise the allowances if necessary in order to adhere to the standards for establishing utility allowances that are contained in 24 CFR 965.505.

The PHA may revise its allowances for resident-purchased utilities between annual reviews if there is a rate change, and is required to do so if such change, by itself or together with prior rate changes not adjusted for, results in a change of 10 percent or more from the rate on which the allowance was based.

Adjustments to resident payments as a result of such changes must be retroactive to the first day of the month following the month in which the last rate change taken into account became effective.

PHA Policy

Between annual reviews of utility allowances, the PHA will only revise its utility allowances due to a rate change, when required to by the regulation.

16-I.C. SURCHARGES FOR PHA-FURNISHED UTILITIES [24 CFR 965.506]

For dwelling units subject to allowances for PHA-furnished utilities where check meters have been installed, the PHA must establish surcharges for utility consumption in excess of the allowances. Surcharges may be computed on a straight per unit of purchase basis or for stated blocks of excess consumption, and must be based on the PHA's average utility rate. The basis for calculating the surcharges must be described in the PHA's schedule of allowances. Changes in the amount of surcharges based directly on changes in the PHA's average utility rate are not subject to the advance notice requirements discussed under 16-I.D.

For dwelling units served by PHA-furnished utilities where check meters have not been installed, the PHA must establish schedules of surcharges indicating additional dollar amounts residents will be required to pay by reason of estimated utility consumption attributable to resident-owned major appliances or to optional functions of PHA-furnished equipment. The surcharge schedule must state the resident-owned equipment (or functions of PHA-furnished equipment) for which surcharges will be made and the amounts of such charges. Surcharges must be based on the cost to the PHA of the utility consumption estimated to be attributable to reasonable usage of such equipment.

PHA Policy

The PHA [does/does not] have PHA-furnished utilities.

16-I.D. NOTICE REQUIREMENTS [965.502]

The PHA must give notice to all residents of proposed allowances and scheduled surcharges, and revisions thereof. The notice must be given in the manner provided in the lease and must:

- Be provided at least 60 days before the proposed effective date of the allowances, scheduled surcharges, or revisions.
- Describe the basis for determination of the allowances, scheduled surcharges, or revisions, including a statement of the specific items of equipment and function whose utility consumption requirements were included in determining the amounts of the allowances and schedule of surcharges.
- Notify residents of the place where the PHA's documentation on which allowances and surcharges are based is available for inspection.
- Provide all residents an opportunity to submit written comments during a period expiring not less than 30 days before the proposed effective date of the allowances, scheduled surcharges, or revisions.

16-I.E. REASONABLE ACCOMMODATION [24 CFR 965.508]

On request from a family that includes a disabled or elderly person, the PHA must approve a utility allowance that is higher than the applicable amount for the dwelling unit if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family [PH Occ GB, p. 172]. Likewise, residents with disabilities may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability [PH Occ GB, p. 172]. See Chapter 2 for policies regarding the request and approval of reasonable accommodations.

PART II: ESTABLISHING FLAT RENTS AND PUBLIC HOUSING MAXIMUM RENTS

16-II.A. OVERVIEW

Flat rents are designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient.

Public housing maximum rents are needed to prorate assistance for a mixed family. A mixed family is one whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigrations status [24 CFR 5.504].

This part discusses how the PHA establishes and updates flat rents and public housing maximum rents. Policies related to the use of flat rents, family choice of rent, flat rent hardships, and public housing maximum rents are discussed in Chapter 6.

16-II.B. FLAT RENTS [24 CFR 960.253(b)]

Establishing Flat Rents

Flat rents for public housing units are based on the market rent charged for comparable units in the private unassisted rental market. The flat rent should be equal to the estimated rent for which the PHA could promptly lease the public housing unit after preparation for occupancy.

The PHA must use a reasonable method to determine flat rents. In determining flat rents, PHAs must consider the following:

- Location
- Quality
- Unit size
- Unit type
- Age of property
- Amenities at the property and in immediate neighborhood
- Housing services provided
- Maintenance provided by the PHA
- Utilities provided by the PHA

Review of Flat Rents

The PHA must ensure that flat rents continue to mirror market rent values [24 CFR 960.253(b)].

PHA Policy

The PHA will review flat rents on an annual basis, and adjust them as necessary to ensure that flat rents continue to mirror market rent values.

Posting of Flat Rents

PHA Policy

The PHA will publicly post the schedule of flat rents in a conspicuous manner in the applicable PHA or project office.

Documentation of Flat Rents [24 CFR 960.253(b)(5)]

The PHA must maintain records that document the method used to determine flat rents, and that show how flat rents were determined by the PHA in accordance with this method.

16-II.C. PUBLIC HOUSING MAXIMUM RENTS

Establishing Public Housing Maximum Rents

PHAs are prohibited from making financial assistance available to persons who are not citizens or nationals of the United States, and to those who do not have eligible immigration status [24 CFR 5.500]. Therefore, in order to assist mixed families, PHAs must prorate assistance. Public housing maximum rents are needed in order to calculate the tenant rent for a mixed family.

The public housing maximum rent is based on value of the 95th percentile of the total tenant payment (TTP) for each tenant within the PHA. PHAs may calculate a maximum rent on either a PHA- or project wide basis. A separate maximum rent can be provided for each separate project or projects may be combined into logical groups, if appropriate. HUD recommends that a single project basis be avoided for a project unless at least 50 dwelling units are involved.

PHAs may use the "direct comparison" or the "unit distribution" method for establishing the public housing maximum rents for each unit size. Appendix H, of Guidebook 7465.G, Restrictions on Assistance to Noncitizens provides detailed guidance on how to establish public housing maximum rents using the methodologies identified above.

Review of Public Housing Maximum Rents

PHA Policy

The PHA will recalculate the public housing maximum rents on an annual basis.

Posting of Public Housing Maximum Rents

PHA Policy

The PHA will publicly post the schedule of public housing maximum rents in a conspicuous manner in the applicable PHA or project office.

Documentation of Public Housing Maximum Rents

PHA Policy

The PHA will maintain records that document how the PHA determined the 95th percentile of TTP, whether the maximum rent was determined PHA-wide, project-wide, or with groupings of projects, and the methodology used to determine maximum rents for each unit size.

PART III: FAMILY DEBTS TO THE PHA

16-III.A. OVERVIEW

This part describes the PHA's policies for recovery of monies that have been underpaid by families.

PHA Policy

When an action or inaction of a resident family results in the underpayment of rent or other amounts, the PHA holds the family liable to return any underpayments to the PHA.

The PHA will enter into repayment agreements in accordance with the policies contained in this part as a means to recover underpayments. The term repayment agreement refers to a formal document signed by a tenant and provided to the PHA in which a tenant acknowledges a debt in a specific amount and agrees to repay the amount due at specific time periods.

When a family refuses to repay monies owed to the PHA, the PHA will utilize other available collection alternatives including, but not limited to, the following:

Collection agencies Small claims court Civil law suit State income tax set-off program

16-III.B. REPAYMENT POLICY

Family Debts to the PHA

PHA Policy

Any amount due to the PHA by a public housing family must be repaid. If the family is unable to repay the debt within 30 days, the PHA will offer to enter into a repayment agreement in accordance with the policies below.

If the family refuses to repay the debt, enter into a repayment agreement, or breaches a repayment agreement, the PHA will terminate the family's tenancy in accordance with the policies in Chapter 13. The PHA will also pursue other modes of collection.

Repayment Agreement Guidelines Fraud/or other under payments- Down Payment Requirement

PHA Policy

Prior to the execution of a repayment agreement, the family must pay 10 percent of the balance owed to the PHA and the entire balance must be paid based on the payment thresholds specified below.

Payment Thresholds

PHA Policy

Amounts between \$3,000 and the Federal or State threshold for criminal prosecution must be repaid within 36 months.

Amounts between \$2,000 and \$2,999 must be repaid within 30 months.

Amounts between \$1,000 and \$1,999 must be repaid within 24 months.

Amounts under \$1,000 must be repaid within 12 months.

Repayment Agreement for Applicants - Down Payment Requirement

PHA Policy

Applicants requesting payment agreements for balances due must pay 1/3 down and the balance must be paid in full prior to admission.

Repayment Agreement for Resident Past Due Debts-Down Payment Requirement

PHA Policy

The maximum amount of any repayment agreement, will not exceed the amount of one (1) months rent; and /or excess utilities or maintenance charges equal to three (3) months. Repayment agreements for past due rent, utilities, and maintenance charges, must be paid in full over a three month period.

Execution of the Agreement

PHA Policy

The head of household and spouse/co-head (if applicable) must both sign the repayment agreement.

Due Dates

PHA Policy

All payments are due by the close of business on the 15th day of the month. If the 15th does not fall on a business day, the due date is the close of business on the first business day after the 15th.

Non-Payment

PHA Policy

If a payment is not received by the end of the business day on the date due, and prior approval for the missed payment has not been given by the PHA, the PHA will send the family a delinquency notice giving the family 10 business days to make the late payment. If the payment is not received by the due date of the delinquency notice, it will be considered a breach of the agreement and the PHA will terminate tenancy in accordance with the policies in Chapter 13.

If a family receives three delinquency notices for unexcused late payments in a 12 month period, the repayment agreement will be considered in default, and the PHA will terminate tenancy in accordance with the policies in Chapter 13.

No Offer of Repayment Agreement

PHA Policy

The PHA will not enter into a repayment agreement if there is already a repayment agreement in place with the family, or the amounts owed by the family exceed the Federal or State threshold for criminal prosecution.

PART IV: PUBLIC HOUSING ASSESSMENT SYSTEM (PHAS)

16-IV.A. OVERVIEW

The purpose of the Public Housing Assessment System (PHAS) is to improve the delivery of services in public housing and enhance trust in the public housing system among PHAs, public housing residents, HUD and the general public by providing a management tool for effectively and fairly measuring the performance of a public housing agency in essential housing operations.

16-IV.B. PHAS INDICATORS [24 CFR 902 Subparts A, B, C, D, and E]

The table below lists each of the PHAS indicators, the points possible under each indicator, and a brief description of each indicator. A PHA's performance is based on a combination of all four indicators.

Indicator 1: Physical condition of the PHA's properties Maximum Score: 30

- The objective of this indicator is to determine the level to which a PHA is maintaining its public housing in accordance with the standard of decent, safe, sanitary, and in good repair.
- To determine the physical condition of a PHA's properties, inspections are performed of the following five major areas of public housing: site, building exterior, building systems, dwelling units, and common areas. The inspections are performed by an independent inspector arranged by HUD, and include a statistically valid sample of the units in the PHA's public housing portfolio.

Indicator 2: Financial condition of a PHA Maximum Score: 30

- The objective of this indicator is to measure the financial condition of a PHA for the purpose of evaluating whether it has sufficient financial resources and is capable of managing those financial resources effectively to support the provision of housing that is decent, safe, sanitary, and in good repair.
- A PHA's financial condition is determined by measuring the PHA's entity-wide performance in each of the
 following components: current ratio, number of months expendable fund balance, tenant receivable
 outstanding, occupancy loss, expense management/utility consumption, and net income or loss divided by
 the expendable fund balance.

Indicator 3: Management operations of a PHA Maximum Score: 30

- The objective of this indicator is to measure certain key management operations and responsibilities of a PHA for the purpose of assessing the PHA's management operations capabilities.
- A PHA's management operations are assessed based on the following sub-indicators: vacant unit turnaround time, capital fund, work orders, PHA annual inspection of units and systems, security, and economic self-sufficiency.

Indicator 4: Resident service and satisfaction Maximum Score: 10

- The objective of this indicator is to measure the level of resident satisfaction with living conditions at the PHA.
- The PHA's score for this indicator is based on the results of resident surveys and the level of implementation and follow-up or corrective actions the PHA takes based on the results of the survey.

16-IV.C. PHAS SCORING [24 CFR 902.63 and 902.67]

HUD's Real Estate Assessment Center (REAC) issues overall PHAS scores, which are based on the scores of the four PHAS indicators, and the components under each indicator. PHAS scores translate into a designation for each PHA as high performing, standard, or troubled.

A high performer is a PHA that achieves a score of at least 60 percent of the points available under each of the four indicators, and achieves an overall PHAS score of 90 or greater.

A standard performer is a PHA that has an overall PHAS score between 60 and 89, and does not achieve less than 60 percent of the total points available under one of the following Indicators: 1, 2, or 3.

A troubled performer is a PHA that achieves an overall PHAS score of less than 60, or achieves less than 60 percent of the total points available under more than one of the following indicators: 1, 2, or 3.

These designations can affect a PHA in several ways:

- High-performing PHAs are eligible for incentives including relief from specific HUD requirements and bonus points in funding competitions [24 CFR 902.71].
- PHAs that are standard performers may be required to submit an improvement plan to eliminate deficiencies in the PHA's performance [24 CFR 902.73(a)].
- PHAs with an overall rating of "troubled" are subject to additional HUD oversight, and are required to enter into a memorandum of agreement (MOA) with HUD to improve PHA performance [24 CFR 902.75].
- PHAs that fail to execute or meet MOA requirements may be referred to the Departmental Enforcement Center [24 CFR 902.77].

PHAs must post a notice of its final PHAS score and status in appropriate conspicuous and accessible locations in its offices within two weeks of receipt of its final score and status.

PART V: RECORD KEEPING

16-V.A. OVERVIEW

The PHA must maintain complete and accurate accounts and other records for the program in accordance with HUD requirements, in a manner that permits a speedy and effective audit. All such records must be made available to HUD or the Comptroller General of the United States upon request.

In addition, the PHA must ensure that all applicant and participant files are maintained in a way that protects an individual's privacy rights.

16-V.B. RECORD RETENTION

PHA Policy

During the term of each public housing tenancy, and for at least four years thereafter, the PHA will keep all documents related to a family's eligibility, tenancy, and termination.

In addition, the PHA will keep the following records for at least four years:

An application from each ineligible family and notice that the applicant is not eligible

Lead-based paint records as required by 24 CFR 35, Subpart B

Documentation supporting the establishment of flat rents and the public housing maximum rent

Documentation supporting the establishment of utility allowances and surcharges

Documentation supporting PHAS scores

Accounts and other records supporting PHA budget and financial statements for the program

Other records as determined by the PHA or as required by HUD

If a hearing to establish a family's citizenship status is held, longer retention requirements apply for some types of documents. For specific requirements, see Section 14-II.A.

16-V.C. RECORDS MANAGEMENT

PHAs must maintain applicant and participant files and information in accordance with the regulatory requirements described below.

PHA Policy

All applicant and participant information will be kept in a secure location and access will be limited to authorized PHA staff.

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

Privacy Act Requirements [24 CFR 5.212 and Form-9886]

The collection, maintenance, use, and dissemination of social security numbers (SSN), employer identification numbers (EIN), any information derived from these numbers, and income information of applicants and participants must be conducted, to the extent applicable, in compliance with the Privacy Act of 1974, and all other provisions of Federal, State, and local law.

Applicants and participants, including all adults in the household, are required to sign a consent form, HUD-9886, Authorization for Release of Information. This form incorporates the Federal Privacy Act Statement and describes how the information collected using the form may be used, and under what conditions HUD or the PHA may release the information collected.

Upfront Income Verification (UIV) Records

PHAs that access UIV data through HUD's Enterprise Income Verification (EIV) System are required to adopt and follow specific security procedures to ensure that all EIV data is protected in accordance with Federal laws, regardless of the media on which the data is recorded (e.g. electronic, paper). These requirements are contained in the HUD issued document, *Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification (UIV) Data.*

PHA Policy

Prior to utilizing HUD's EIV system, the PHA will adopt and implement EIV security procedures required by HUD.

Criminal Records

The PHA may only disclose the criminal conviction records which the PHA receives from a law enforcement agency to officers or employees of the PHA, or to authorized representatives of the PHA who have a job-related need to have access to the information [24 CFR 5.903(e)].

The PHA must establish and implement a system of records management that ensures that any criminal record received by the PHA from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action without institution of a challenge or final disposition of any such litigation [24 CFR 5.903(g)].

The PHA must establish and implement a system of records management that ensures that any sex offender registration information received by the PHA from a State or local agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action without institution of a challenge or final disposition of any such litigation. This requirement does not apply to information that is public information, or is obtained by a PHA other than under 24 CFR 5.905.

Medical/Disability Records

PHAs are not permitted to inquire about the nature or extent of a person's disability. The PHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the PHA receives a verification document that provides such information, the PHA should not place this information in the tenant file. The PHA should destroy the document.

PART VI: REPORTING REQUIREMENTS FOR CHILDREN WITH ENVIRONMENTAL INTERVENTION BLOOD LEAD LEVEL

16-VI.A. REPORTING REQUIREMENTS [24 CFR 35.1130(e)]

The PHA has certain responsibilities relative to children with environmental intervention blood lead levels that are living in public housing.

The PHA must report the name and address of a child identified as having an environmental intervention blood lead level to the public health department within 5 business days of being so notified by any other medical health care professional. The PHA must also report each known case of a child with an environmental intervention blood lead level to the HUD field office.

PHA Policy

The PHA will provide the public health department written notice of the name and address of any child identified as having an environmental intervention blood lead level.

The PHA will provide written notice of each known case of a child with an environmental intervention blood level to the HUD field office within 5 business days of receiving the information.

PART VII: NOTIFICATION TO APPLICANTS AND TENANTS REGARDING PROTECTIONS UNDER THE VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2005 (VAWA)

16-VII.A. NOTIFICATION TO APPLICANTS

PHA Policy

The PHA will provide all applicants with notification of their protections and rights under VAWA at the time they request an application for housing assistance.

The notice will explain the protections afforded under the law, inform each applicant of PHA confidentiality requirements, and provide contact information for local victim advocacy groups or service providers.

The PHA will also include in all notices of denial a statement explaining the protection against denial provided by VAWA (see section 3-III.F).

16-VII.B. NOTIFICATION TO TENANTS [Pub.L. 109-162]

VAWA requires PHAs to notify tenants assisted under public housing of their rights under this law, including their right to confidentiality and the limits thereof.

PHA Policy

The PHA will provide all tenants with notification of their protections and rights under VAWA at the time of admission and at annual reexamination.

The notice will explain the protections afforded under the law, inform the tenant of PHA confidentiality requirements, and provide contact information for local victim advocacy groups or service providers. The PHA will also include in all lease termination notices a statement explaining the protection against termination or eviction provided by VAWA (see Section 13-IV.D).



APPENDIX

NUMBER	TITLE	DATE ISSUED	ISSUED BY DEPT	REVISION
1	Reasonable Accommodations Policy	5/2005	PMD	4/2008
2	Improving Access to Services for Persons with Limited English Proficiency	2/2006	PMD	
3	Security Procedures for Enterprise Income Verification (EIV) System	7/2005	PMD	
4	Instructions for Gaining Access to WASS/EIV & EIV User Manual	7/2005	PMD	
5	Enterprise Income Verification (EIV) System	7/2005	PMD	
6	Systematic Alien Verification for Entitlements (SAVE) Program	9/2000	INS	
7	A Guide to Selected US Travel and Identity Documents	4/2001	INS	
8	SAHA Lease & Addendums	2/2006(R)	PMD	4/2008
9	Maintenance & Inspections Plan	5/2000	PMD	4/2008
10	Schedule of Sales & Services	2/2006(R)	PMD	4/2008
11	MTW Program	2/2006(R)	PMD	
12	Screening & Eviction Policy	2/2006	PMD	
13	Grievance Procedure	5/2000	LGL	7/2006
14	File Maintenance Procedure	7/2005(R)	PMD	
15	Fraud Policy	2/2006(R)	IA	
16	Utility Allowance Schedule	Reserved	PMD	
17	Flat Rents	4/2008	PMD	
18	PH Application & Recertification Forms	Reserved	PMD	
19	Resident Handbook	2/2007	PMD	4/2008
20	Relocation Plan	4/2008	PMD	
21	Relocation Brochure	4/2008	PMD	
22	Inspection Policy	4/2008	PMD	

Document No: 1



SAN ANTONIO HOUSING AUTHORITY

Reasonable Accommodations

The San Antonio Housing Authority does not discriminate on the basis of race, color, religion, national origin, ancestry, sexual orientation, age, familial status, or physical or mental disability in the access to its programs for employment, or in its activities, functions or services.

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- o Transfer Request

REASONABLE ACCOMMODATIONS POLICY

Note: Management companies and housing authorities whose properties receive federal funds must designate a 504 Coordinator ("Responsible employee") if they have 15 or more employees. If their properties receive funds or are financed only through state or local government entities, they must designate an ADA Coordinator if they have 50 or more employees. Even if companies or housing authorities are not obligated to designate such a person, it is good business practice to do so in order to ensure knowledgeable and consistent application of 504, ADA and state disability fair housing requirements.

- 1. Section 504 Coordinator Michael Bond
 - **Director Property Management**
- 2. The San Antonio Housing Authority does not discriminate on the basis of race, color, religion, sex, national origin, ancestry, sexual orientation, age, familial status, physical or mental disability, marital status, veteran status, or public assistance, in the access or admission to its programs or employment or in its programs, activities, functions or services. (Note: check local ordinances for additional protected classes.)
- 3. The San Antonio Housing Authority is covered by Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, Titles II and III, the Fair Housing Act and all other state and local fair housing acts which require reasonable accommodation to persons with disabilities as defined in those laws.
- 4. The San Antonio Housing Authority will make a reasonable accommodation for people with disabilities when an accommodation is necessary to insure equal access to its properties, amenities, services and programs. Reasonable accommodations include changes to the building, grounds or an individual unit and changes to policies, practices and procedures.
- 5. Accommodations will be made up to the point of structural infeasibility, undue financial and administrative burden or requiring changes fundamental to the program. If the San Antonio Housing Authority cannot afford the full cost of an accommodation, the housing authority will meet with the applicant/resident to determine the best way to use the funds that are available to address the barrier. Likewise, if the accommodations pose a fundamental change in the nature of the housing program, the housing authority will discuss alternative accommodations.

- 6. The definition of a person with a disability for purposes of a reasonable accommodation follows the definition in Section 504, the ADA, the federal Fair Housing Act, and any other applicable statutes: a person with a physical or mental impairment that substantially interferes with one or more activities of daily living, has a history of such an impairment or is regarded as having such an impairment.
- 7. Notice of the right to reasonable accommodation shall be posted in the management office(s) and included with all applications, lease violation notices, eviction notices and annual recertification. Such a notice will also be included in the Resident Handbook and other relevant resident publications. Such notices shall be in large print and posted or included in a manner that is readily seen by persons with all disabilities. Such notices will also be available in other formats for persons who cannot read them. Also, to meet the needs of our applicants and residents who have limited English proficiency, we will translate this notice into other languages when required by Title VI of the Civil Rights Act of 1964.
- 8. Reasonable accommodation requests will be processed in the order in which necessary documentation is received.

SPECIAL ACCOMMODATION PROCEDURES

Application/Recertification

- Applicants, residents, and third parties acting on such persons' behalf, are requested to fill
 out a written Reasonable Accommodation request form which may be obtained from the
 property manager for current residents, and the Admissions Office for applicants. Staff will
 assist residents or applicants who need such assistance and will accept requests in alternate
 format if necessary because of a disability.
- 2) The site manager will process requests submitted by residents, the Admissions staff will process requests from applicants
- 3) All applicants/residents **will be informed** of their right to request a Special Accommodation at the time of application and/or annual recertification
- 4) The following types of requests will not require verification except in unusual circumstances. (NOTE: Manager/HAS is required to log these requests; complete the Request for Reasonable Accommodation; and will forward the request for final approval to Lora Havrda, or Anthony Pena to initiate a work order for completion of the required item(s). Upon receipt of a work order number the Manager/HAS will send the letter of approval to the applicant/resident.
 - Requests for reading and completing forms (forms, letters, and correspondence to and from SAHA)
 - any request where the disability and/or need is obvious or known to the housing provider, and it can be determined that the need will be permanent and will be continuous, verified by observation (uses wheelchair, cane, walker; uses seeing eye dog/cane; uses hearing aide, etc.)
 - Sign language interpreters,
 - alternate format/materials requests,
 - grab bars,
 - requests costing less than \$ 200.00,
 - smoke detector for hearing impaired,
 - quide or service animals.

- 5) All other requests, in which the disability status, need and/or likelihood that the request will resolve problem is not known or obvious, **will require verification**, of information required to make a reasonable accommodation decision.
- 6) The San Antonio Housing Authority reserves the right to require documentation on a verification of need and release form provided by the housing authority, if other forms of documentation are not sufficient to document need.
- 7) It is the applicant or resident's **responsibility** to secure such documentation. Documentation must come from a reliable source with sufficient professional and personal knowledge of the resident or applicant to answer the applicable questions.
- 8) The San Antonio Housing Authority has the right to obtain sufficient documentation to make a decision, but does not have a right to diagnosis, medical history or treatment unless directly relevant to a reasonable accommodation request, for example chemical sensitivity to certain materials.
- 9) The Manager/HAS will log these requests; complete the Request for Reasonable Accommodation; and will forward the request for final approval to Lora Havrda, or Anthony Pena to initiate a work order for completion of the required item(s). Upon receipt of a work order number the Manager/HAS will send the letter of approval to the applicant/resident.
- 10) The approval or denial of a reasonable accommodation request will be completed as soon as possible
 - within 10 working days if there is no verification required, or
 - within 10 working days of receiving sufficient verification to make a decision;
- 11) In some complex cases, a meeting with applicant/resident and any service providers or other technical assistance sources may be the best way to identify a reasonable solution. Ordinarily, the housing authority will provide the accommodation as requested to applicants or residents who are eligible for accommodations to remove barriers.

Non-Profits

--interior unit modifications normally are at the expense of the resident

--exterior modifications, normally are at the expense of the property, subject to cost analysis of the expense.

- 12) However, when Management finds the proposed accommodation is unreasonable because it:
 - •poses an undue financial and administrative burden, or
 - poses a fundamental change in the nature of the program,

the property manager or the housing assistance specialist will discuss alternatives with the applicant/resident. Applicants or residents may bring anyone they consider helpful to such a meeting. Such meetings will be arranged as soon as possible at a mutually agreeable time for all participants. If the applicant/tenant has limited English proficiency, management will, when necessary in order to comply with Title VI of the Civil Rights Act of 1964, arrange for a language interpreter.

- 13) If the applicant/resident meets the definition of person with a disability and documents, when necessary, the necessity and likely effectiveness of an accommodation, the manager will implement the change as soon as possible, but no later than 10 working days from the time of the decision or as soon as is reasonably possible for items requiring bids, construction, special equipment, etc.
- 14) Management will notify applicant/resident of reasons for delay and estimated completion time for such requests.
- 15) If the property manager believes, based on evidence, that a request is structurally infeasible, poses an undue financial and administrative burden or requires a fundamental change in the nature of the program, they will consult the 504/ADA coordinator, or housing authority official before making a final decision.
- 16) If Management finds that the request poses an **undue financial and administrative burden**, they will notify applicant/resident and offer to make changes that do not pose such a burden. This could include:
 - paying for a less expensive partial accommodation,
 - •combining housing authority funds with resources from the applicant/resident, or any other service provider
 - waiting until a later time when more funds are available.

- 17) If the Management, final decision maker finds that the request is **not structurally** feasible or requires a fundamental change in the nature of the program, management will give applicant/resident
 - a written or alternate format explanation, and
 - will discuss and carry out any reasonable alternatives that do not require an undue financial and administrative burden or a fundamental change in the nature of the program.
- 18) Any agreement for a partially delayed or alternative accommodation **will be in writing** or in an alternate permanent format. Applicant/resident may request documentation of the basis for determining undue financial and administrative burden.
- 19) If the applicant and/or resident **refuses and/or declines** the housing authority's final decision, for a reasonable alternative accommodation, the applicant/resident will be issued a written Notice of Refusal for Alternative Accommodation.
- 20) ALL REQUESTS FOR A REASONABLE ACCOMODATION MUST BE APPROVED OR DENIED IN WRITING TO THE APPLICANT/RESIDENT WITHIN 30 DAYS FROM ORIGINAL REQUEST. This period **may only be** extended due to the Grievance/Informal Hearing Process; pending construction item under a specific work order, or an agreed and fully negotiated alternative accommodation.

Requests for Reasonable Accommodation--Work Orders/Walk-In Requests

To monitor Reasonable Accommodation Requests that pertain to modifications to units the following will be implemented (applies to work orders called in to property/call center, or walk in requests):

- 1. Customer Service Reps./Maintenance Clerks will enter a regular work order as requested by the resident.
- 2. Management/Maintenance staff **are not to** call in work orders for these types of requests under the Reasonable Accommodations Codes
- 3. Regular work orders should then be "recognized as a Reasonable Accommodation issue" either by the on-site maintenance staff or Maintenance Supervisor and presented to the Manager for follow-up with the resident. Notification to the Manager will be via e-mail.
- 4. Upon completion of the email by the Maintenance Supervisor, the regular work order will be closed, and noted that the work order "has been referred to Manager for follow up for determination of a Reasonable Accommodation".

- 5. **All Staff are required to know** that special modifications such as grab-bars, handrails, ramps, special door knobs, door bells, smoke alarms, etc, should be considered as reasonable accommodations.
- 6. Manager upon receipt of e-mail, from Maintenance Supervisor will notify the resident to come to the Office. At this meeting the Manager will discuss the residents right to a Reasonable Accommodation, and will then follow the procedures, as outlined above.

Transfers (Do not apply to Non-Profits).

- 1) Requests for Transfers for a Reasonable Accommodation are subject to the same qualifications/restrictions that apply to any other request for a Reasonable Accommodation.
- 2) Transfers **should only be considered and/or offered**, when the request for a Reasonable Accommodation, is deemed structurally unfeasible, or cost prohibitive, at the residents current unit. (i.e. necessary turning radius for ramps, verified need for a/c.).
- 3) Staff must ensure that transfer unit meet the specifications of the requested reasonable accommodation prior to the actual transfer of any resident to an alternative unit.

GRIEVANCE PROCESS

- If a reasonable accommodation request is denied for any reason, the property manager or housing assistance specialist will notify applicant and will include in the denial notification a written or alternate format notice of the right to a grievance hearing and the procedures for requesting one. (NOTE: Grievance Process does not apply to Non-Profits, residents are entitle to the Informal Hearing Process. All requests for Informal Hearings must be requested in writing within 10 working days from date of action.)
- 2) If an applicant/resident disagrees with a reasonable accommodation decision, they may within 10 days of receiving the decision submit a request for a grievance. The request may be verbally, in writing, or some alternate agree format.
- 3) Upon request, the property manager or housing assistance specialist will arrange a grievance hearing, within 14 days of the request The notification of the time of the hearing will be mailed to the applicants/resident's address. The applicant/resident may bring any other person(s) he/she deems necessary to present his/her case. If the applicant/tenant has limited English proficiency, management will, when necessary in order to comply with Title VI of the Civil Rights Act of 1964, arrange for a language interpreter.

- 4) The rules of evidence will not apply, but all parties will have opportunity to present documentation of the request and reasons for denial. The grievance official will issue a final written or alternate format decision to all parties within 10 days of the hearing.
- 5) If, with or without a grievance hearing, an applicant/resident agrees to something other than the request, applicant/resident will sign or otherwise record approval of such an agreement.

Accommodations Tracking

- Work Orders—All work orders for Reasonable Accommodations will be tracked and summarized at the end of each month by the designated MLS and JDE work order numbering system.
 - a.Reasonable Accommodation—

 MLS Work Order Code- 504

 JDE -066
 - b.Smoke Detector Hearing Impaired—
 MLS Work Order Code- 504A

 JDE -A66
- 2) Weekly Reports—All Managers, and Housing Specialists will be required to record and report all requests for Reasonable Accommodations on the Accommodations Weekly Tracking Report. The reports are due Friday, 12:00 noon. Request received after 12:00 noon will be recorded on the report for the next week.
- 3) The Weekly Tracking Report will summarize Requests for Reasonable Accommodations by development and the status of applicant/resident requests to ensure compliance with policy standards and procedures.

NOTICE OF RIGHT TO REASONABLE ACCOMMODATION

You may ask for a reasonable accommodation, if you, or any member of your household has a disability that causes you to need . . .

- a change in the rules or policies or how we do things that would give you an
 equal chance to live here and use the facilities or take part in programs on
 site,
- a change in your apartment or a special type of apartment that would give you an equal chance to live here and use the facilities or take part in programs on site,
- a change to some other part of the housing site that would give you an equal chance for you to live here and use the facilities or take part in programs on site
- a change in the way we communicate with you or give you information.

If we know that you have a disability or you can show that you have a disability and if your request is reasonable (*does not pose "an undue financial and administrative burden," does not require a fundamental change in the nature of the program, and isn't structurally infeasible*), we will try to make the changes you request.

We will give you an answer in **10** business days unless there is a problem getting the information we need or unless you agree to a longer time. We will let you know if we need more information or verification from you or if we would like to talk to you about other ways to meet your needs.

If we turn down your request, we will explain the reasons and you can give us more information if you think that will help.

If you need help filling out a REASONABLE ACCOMMODATION REQUEST FORM or if you want to give us your request in some other way, we will help you.

You can get a reasonable accommodation request form at your Property Managers office or at the Housing Authority's Admission and Occupancy Department.

NOTE: All information you provide will be kept confidential and be used only to help you have an equal opportunity to enjoy your housing and the common areas.

ALT.										1.00	
₹In	SIMPLE	Iandiiade	thic le	ובחב	phrase means	it it ic	not too	eynensive	and too	difficult to	arrange

Applicant/Resident Signature Date



REQUEST FOR REASONABLE ACCOMMODATION

plicant/Tenant Name:	P_hone:
dress:	Date:
ccording to 504 Regulations a disa • A physical or mental impairmen	ability is defined as: It that substantially limits one or more major life
tivities.A record of having such impairmedBeing regarded as having such in	
the household member listed to the other residents. Check the l []A change in apartment or oth [] A change in the following	her part of the housing complex. g rule, policy or procedure. (Note: You may ask meet the terms of the lease, but everyone must
	this reasonable accommodation because rule or procedure prevents equal access in
Explain exactly what you need tadditional sheets if needed.	to accommodate your situation. Attach
What is the name of the family above?	member needing the features identified
	ify the above named person meets the and the need for your requested
Name:	Title:
Agency:	Phone #:
Address:	

Title 18, Section 1001 of the US Code states that a person is guilty of a felony for knowingly and willingly making false statements to any Department of the United States Government. HUD and any owner (and any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on consent forms. Use of the information collected on the basis of this verification is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5000. An applicant or participant affected by negligent disclosure of information may bring civil action for damages and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act at 42 U.S.C. 208 (f) (g) and (h). Violations of these provisions are cited as violations of 42 U.S.C. 408 f, g, and h.

please use this space t us locate or build anyt	inge to your apartment or to the housing complex, to list any company or organization that might help hing special that you need. (If you do not know of this information ourselves.)
Name:	Title:
Agency:	Phone #:
Address:	
or medical provider name requested accommodation be kept confidential and uncommodation request.	In Antonio Housing Authority to contact the service d above to verify disability status and need for the described. I understand that this information will used only to make a decision about my reasonable. I understand I may change my mind and notify the der that I no longer give permission to discuss my
igned:	Date:
(Adult resident with dis	



LETTER TO VERIFICATION SOURCE FOR A REASONABLE ACCOMMODATION

Date:		
Dear _,		

Enclosed is a form signed by _ asking you to verify that he or she meets the definition of person with a disability for purposes of reasonable accommodation and that his or her request is necessary in order to have equal access to the housing or programs.

State and federal laws require housing providers to make reasonable accommodations or changes to either the apartment, other parts of the housing complex, or to house rules, policies and procedures (not essential terms of the lease) if such changes are necessary to enable a person with a disability to have equal access to and enjoyment of the apartment and other facilities or programs at the site. Please note that such changes must be **necessary to remove some physical or administrative barrier** directly resulting from the person's disability.

The applicant or tenant in question has requested the accommodation described on the enclosed form. Please indicate on that form whether you believe the individual has a disability within the definition provided and whether the accommodation is necessary and will achieve its stated purpose. You may also add any other information that would be helpful in making the right accommodation for this person. If part of the applicant/tenant's reasonable accommodation plan includes services to be provided by your organization, please indicate whether your organization will provide those services.

This form should <u>not</u> be used to discuss the person's diagnosis or any other information that is not <u>directly relevant</u> to the request for an accommodation. Also, please don't send any medical records.

Please note that the applicant/tenant has signed the form requesting you to answer the questions. You can call _ at _ if you have any questions.

Thank you,

Property Manager

Please return the form in the envelope provided.



CERTIFICATION OF NEED FOR REASONABLE ACCOMMODATION OR SPECIAL UNIT

Appli	cant/Ter	nant Name:
Date	:	Address:
Re: _		
Dear	Sir/Mad	am:
has e name	expresse ed you a	amed person is applying for admission/recertification to public housing and d a need for a Reasonable Accommodation. The applicant/tenant has s a person who can verify this need. It would be appreciated, if you would formation provided and verify, if such is needed.
Acco activi	A phy ities.A reco	o 504 Regulations a disability is defined as: rsical or mental impairment that substantially limits one or more major life ord of having such impairment. regarded as having such impairment.
1.	disab []YE []N([] I	our opinion, does the above named Applicant/Tenant have a bility as defined above: (S) (Proceed to question #2) (Proceed to the signature section) have insufficient knowledge regarding this person or situation (Proceed to gnature section)
2.	In yo	the applicant/tenant, as a result of his/her disability, requires the changes to policies and procedures as described in the attached request in order to remove barriers to equal housing access. Please initial the tenant/applicant's request (below or attached).
	[]	OR the applicant/tenant as a direct result of the applicant/tenant's disability requires the following type of unit or change to the apartment or common area for in order to remove barriers to equal housing access. Please initial the tenant/applicant's request (below or attached).
	[]	OR the Applicant or Tenant as a direct result of his/her disability does not require the changes to the unit or common area or to policies and procedures as described in the request (below or attached) in order to remove barriers to equal housing access.

OR

Γ1

	[]	I am unable to verify that the requested accommodation is necessary for the above named person as a direct result of his/her disability to remove barriers to equal housing access.						
3.	Verification and explanation of need(s):							
4.		applicable, please indicate, if known, where any specialized pment may be obtained						
Name	:							
Agend	:у:	Phone:						
Signat	ture:	Date:						

Title 18, Section 1001 of the U.S. Code states that a person is quilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper use of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains, or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act a t 42 U.S.C. 208(f)(g) and (h). Violation of these provisions are cited as violations of 42 .S.C. 408(f), (g) and (h).



LETTER TO TENANT FOR A MEETING ABOUT REASONABLE ACCOMMODATION

Date:	
Dear ,	
We have received your request for a reasonable accommodat our decision if we could meet with you. You may bring so meeting.	•
We would like to meet onthat time, please call us at	
At this meeting, we will talk about:	
Please come ready to talk about the changes you requested. information you think might help us understand what you nee	-
We look forward to meeting with you.	
Thank you.	



REQUEST TO TENANT FOR MORE INFORMATION OR VERIFICATION

Date					
Dear ,					
We have received your request for a reasonable accommodation. We need to know more about your request before a decision can be reached.					
Please provide information regarding:					
Some ways you could give us more information are:					
If these ways are a problem for you, there may be some other ways to provide the information we need. We will be happy to talk to you about other ideas you may have.					
We will not make a decision until we have this new information.					
If you think that you have already given us this information or if you think we should not ask for this kind of information, please call us at					
Please call if you have any other questions.					
Thank you.					

The San Antonio Housing Authority does not discriminate on the basis of race, color, religion, national origin, ancestry, sexual orientation, age, familial status, or physical or mental disability in the access to its programs for employment, or in its activities, functions or services.

Member of National Association of Housing and Redevelopment Officials Member of Public Housing Authorities Directors Association Member of Council of Large Public Housing Authorities Equal Housing Opportunity



REASONABLE ACCOMMODATION APPROVAL NOTICE

Date Dear ,					
We have approved your request for the following change or reasonable accommodation:					
[]We can provide this accommodation by					
[]To make the change you requested, we must have bids and then arrange installation so we cannot make the change immediately. We will let you know the date as soon as we have that information.					
[]Other reason for delay.					
Please call us at	if you have any questions.				
If you think this accommodation will not a provide, you may request an informal meeti assistance specialist either verbally or in wworking days of receiving the decision.	ng by asking property manager or housing				



DENIAL OF REQUEST FOR A REASONABLE ACCOMMODATION

Date					
Dear , You requested the following change or reasonable accommodation:					
We decided this because:					
We used these facts to deny your request:					
To make this decision we:					

If you disagree with this decision, you have 10 business days from the date of the denial to request an informal meeting. The request must be in writing to the Manager at the property where you live or to the Admission and Occupancy Department if you are an applicant. Sincerely,



REQUEST FOR CONSIDERATION OF MITIGATING CIRCUMSTANCES

To Applicant or Tenant: You do not have to sign this consent to allow contact if you decide not to request an accommodation or if the information about who is to give information and who is to receive the information is not clearly filled in.

I GIVE PERMISSION TO GIVE INFORMATION TO: Title Name _____ Housing Authority or Development Name Phone/TTY I GIVE PERMISSION TO GIVE INFORMATION FROM: Name _____ Title _____ Service or Medical Organization _____ Phone/TTY _____ Address _____ REGARDING: Tenant or Applicant Name Phone/TTY I hereby authorize the service or medical provider named above to contact the housing staff listed above to verify disability status and need for the requested accommodation described below. I understand that this information will be kept confidential and used only to make a decision about my reasonable accommodation request. I understand I may change my mind and notify the housing and service provider that I no longer give permission to discuss my request. Signed: _ Date: _____ (Adult resident with disability or quardian) Name of Head of Household: _____ Address: Phone:

Title 18, Section 1001 of the US Code states that a person is guilty of a felony for knowingly and willingly making false statements to any Department of the United States Government. HUD and any owner (and any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on consent forms. Use of the information collected on the basis of this verification is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5000. An applicant or participant affected by negligent disclosure of information may bring civil action for damages and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act at 42 U.S.C. 208 (f) (g) and (h). Violations of these provisions are cited as violations of 42 U.S.C. 408 f, g, and h.

I have a disability. I request that you consider the following reasons why the problems that caused you to reject my application or send me a lease violation or eviction notice are a direct result of my disability and why they are not likely to happen again. These are the mitigating circumstances.

e the UEST

3. You can verify that the problem for which I would be rejected or evicted from housing was as a direct result of my disability by contacting the medical or service provider listed above.

Request cannot be considered unless Permission Release is signed and attached.

4. You can verify the reasons that I think the problem isn't likely to happen again and that I will be likely to continue doing what I need to do to avoid these problems by contacting the medical or service provider listed above.

Request cannot be considered unless Permission Release is signed and attached.

5. You can verify that the reasonable accommodation request I made is necessary for me because of my disability and likely to solve the problem by contacting the medical or service provider listed above.

Request cannot be considered unless Permission Release is signed and attached.



MITIGATING CIRCUMSTANCES VERIFICATION

Date	
Dear ,	
Enclosed is a form signed by	explaining that s/he:
[]should not be rejected from housing or previous living situation;	n the basis of tenancy problems in his/her
O	PR
[]should not be evicted from housing for te	enancy problems
accepted for housing or faces a possible evidenthat a person with a disability be given an was a result of the disability, and either 2 would make the problem unlikely to raccommodation (change in the apartment, not essential lease provisions), the former problems of the apartment was a direct result of the apartment was a direct result of the apartment.	can verify whether the problem described in oplicant/tenant's disability and whether the
applicant's/tenant's explanation as to why th	,
Please call me at	_ if you have any questions.
PLEASE RETURN THE ATTACHED FORM	TO:
Thank you.	

I verify the following:

1.	YES \square NO \square _ tenancy problem, as described on the attached form was as a direct result of his/her disability.
2.	YES \square NO \square The problem is not likely to happen again because something has changed. (Please describe your reasoning. The person's diagnosis or specific treatment is not relevant, but the applicant's compliance with treatment and successful cessation of the behavior related to the tenancy problem is relevant.)
3.	YES \square NO \square The problem described above is not likely to recur if the requested reasonable accommodation is provided. (Please describe your reasoning. The person's diagnosis or specific treatment is not relevant, but the applicant's compliance with treatment and successful cessation of the behavior related to the tenancy problem is relevant.)
4.	YES \square NO \square If the requested accommodation plan described includes services from me or my organization; I certify that I or the organization has agreed to provide services

Signature and Title: _Date:

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper use of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains, or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act a t 42 U.S.C. 208(f)(g) and (h). Violation of these provisions are cited as violations of 42 .S.C. 408(f), (g) and (h).



REASONABLE ACCOMMODATION DEFINITIONS

Accessible dwelling units – When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical disabilities. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR § 8.32 & § 40 [the Uniform Federal Accessibility Standards] is "accessible" within the meaning of this paragraph. When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the unit will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.

Accessible Facility – Means all or any portion of a facility other than an individual dwelling unit used by individuals with physical disabilities. [24 CFR § 8.21]

Accessible Route – For persons with a mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the r oute need not comply with requirements specific to mobility. [24 CFR § 8.3 & § 40.3.5]

Adaptability – Ability to change certain elements in a dwelling unit to accommodate the needs of disabled and non-disabled persons; or ability to meet the needs of persons with different types & degrees of disability. [24 CFR § 8.3 & § 40.3.5]

Alteration – Any change in a facility or its permanent fixtures or equipment. It does not include:

o normal maintenance or repairs, re-roofing, interior decoration or changes to mechanical systems.

Auxiliary Aids – Means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. **[24 CFR § 8.3]**

Assistance animals – Needed as a reasonable accommodation for persons with disabilities are not considered pets, and thus, is not subject to PHA pet policies.

Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or animals that provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals – often referred to as "service animals," "assistive animals," "support animals," or "therapy animals" – perform many disability-related functions, including but not limited to the following:

- Guiding individuals who are blind or have low vision;
- o Alerting individuals who are deaf or hearing impaired;
- o Providing minimal protection or rescue assistance;
- o Pulling a wheelchair;
- o Fetching items;
- o Alerting persons to impending seizures; or

 Providing emotional support to persons with disabilities who have a disability-related need for such support.

A PHA may not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, no special training is required. The question is whether or not the animal performs the assistance or provides the benefit needed by the person with the disability.

The animal can be denied if:

- There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation;
- There is reliable objective evidence that the animal would cause substantial physical damage to the property of others;
- The presence of the assistance animal would pose an undue financial and administrative burden to the provider; or
- The presence of the assistance animal would fundamentally alter the nature of the provider's services.

Assistance animals are a means to provide a reasonable accommodation for an individual with a disability, but a person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and his need for the animal.

The PHA would be permitted to verify that the individual requesting the assistance animal is a person with a disability and that the animal is needed to assist with the disability.

As with all other disability-related inquiries, the PHA may not ask about the nature or severity of the resident's disability.

Care Attendant – A person that regularly visits the unit of a PHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by PHA must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.

Disabled Family – A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. **[24 CFR § 5.403]**

Elderly Family – A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. **[24 CFR § 5.403]**

Individual with Disabilities – Section 504 definition [24 CFR § 8.3] Section 504 definitions of Individual with Disabilities and Qualified Individual with Disabilities are not the definitions used to determine program eligibility. Instead, use the definition of person with disabilities as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term "individual with a disability". Individual with disabilities means any person who has:

A physical, mental or emotional impairment that:

- o substantially limits one or more major life activities;
- o has a record of such an impairment;
- o or is regarded as having such an impairment.

For purposes of housing programs, the 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.

Definitional Elements:

"Physical or mental impairment" means 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

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.

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

"Has a record of such an impairment" means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

"Is regarded as having an impairment" means 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; or

- Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or
- Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.

The 504 definition of disability does not include homosexuality, bisexuality, or transvestitism. Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered.

The 504 definition of individual with disabilities is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.

Live-in Aide - A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by PHA to be essential to the care and well being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the unit except to provide the necessary supportive services **[24 CFR 5.403]**.

Before a Live-in Aide may be moved into a unit, a third-party verification must be supplied that establishes the need for such care and the fact that the live-in aide is qualified to provide such care.

Move-in of a Live-in Aide must not result in overcrowding of the existing unit according to the maximum-number-of-persons-per-unit standard (although, a reasonable accommodation for a resident with a disability may be to move the family to a larger unit).

Live-in Aides have no right to the unit as a remaining member of a resident family.

Relatives who satisfy the definitions and stipulations above may qualify as Live-in Aides, but only if they sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident family.

A Live-in aide is a single person.

A Live-in Aide will be required to meet PHA's screening requirements with respect to past behavior especially:

- A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors;
- Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development; and A record of eviction from housing or termination from residential programs.

Near-elderly Family - means a family whose head, spouse, or sole member is a near-elderly person (at least 50 but less than 62 years of age), who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. **[24 CFR § 5.403]**

Near-elderly Person - means a person who is at least 50 years of age but below 62, who may be a person with a disability [42 USC 1437a(b)(3)] 42 Person with Disabilities1 [42 USC 1437a(b)(3)] means a person2 who —Has a disability as defined in Section 223 of the Social Security Act (42 USC 423); or, Has a physical, mental or emotional impairment that:

- o Is expected to be of long continued and indefinite duration;
- o Substantially impedes his/her ability to live independently; and,
- Is of such nature that such disability could be improved by more suitable housing
- Conditions; or, Has a developmental disability as defined in Section 102
 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act
 [42 USC 6001 (5)].

Note: A person with disabilities may be a child.



INTERPRETER SERVICES

Vital Signs

4242 Medical Drive, Suite 2100 San Antonio, Texas 78229

Mailing Address: P.O. Box 701826 San Antonio, Texas 78270

Office: (210) 590 - 7446

Emergency Pager: (210) 713 - 4320

Fax: (210) 590 - 7203

Deaf Interpreter Services

2810 Thousand Oaks San Antonio, Texas 78232

Office: (210) 545 - 2946

Emergency Pager: (866) 604 - 8090

Fax: (210) 490 - 1006



UNDER REVISION	

Transfer Request						
Name:	Address:					
Property:	Manager: _					
Unit # Phone Number:	Social Sec	curity #				
TYPE OF UNIT NEEDED: Accessible	☐ Elderly /Mix	□ Family				
☐ Special Accommodation 504 Unit	☐ Live In Aide	□ Does Not Need				
	oom Size required: 1	2 3 4 5				
This form must be completed by the Property Manager and submitted to the Admissions and Occupancy Department with the verification of the circumstances qualifying the resident for the transfer. Forms submitted without verifications will be returned to the Property Manager. All emergency requests must be signed by the manager. Transfers will be made in the following order. Please check the block that corresponds to the resident's situation:						
 Emergency The unit's condition is verified to the A family member is verified to have in the unit. A written threat assessment from a family member's life is threatened to neighborhood. 	a disability that is e	exacerbated by conditions ficial verifying that a				
Administrative, Category 1						
A written threat assessment from a who is a witness to crime may face		ficial verify that a resident				
☐ A resident is verified to be a victim☐ A resident has verified medical probature that are exacerbated by the	olems of a serious (b	•				
 Units need modernization or demoliplan; 	ition as demonstrate	d by an approved capital				
A family is verified to require a unit occupy such a unit;	with accessible feat	ures and do not currently				
Higher income residents agree to tr verified to predominate. Such famil to 25 percent of the family's earned	ies shall receive spec					

Administrative, Category 2						
Residents are verify to be seriously overcrowded or over-hofamily size is either so small that it includes fewer person the bedrooms, or so large that the household members over ago than two persons per bedroom.	nat the number of					
Administrative, Category 3						
 Resident is verified to need a transfer to correct and avoid most economically and socially deprived families. Resident is verified to be somewhat overcrowded or over-h 	oused-the family is					
has neither fewer members than bedrooms nor more than bedroom but the family requests a transfer, e.g. to permit opposite sexes to have separate bedrooms.						
Residents are verified to need transfer to address situations disputes that are not criminal but interfere with the peaceful unit or common areas.	_					
Incentive Resident of extremely low income has agreed to transfer to location where residents with higher incomes predominate. REQUIRED DOCUMENTATION						
☐ Check items that are attached: *Requests submitted without proper documentation will not be processed.						
☐ Documentation on unit condition – (see remarks below)						
Request for Reasonable Accommodation – Attached						
Certification from medical provider – Attached						
 ✓ Verification of Disability – Attached ✓ Verification of need for Accommodation – Attached 						
Approval Letter on Reasonable Accommodation – Attached						
☐ Threat Assessment Form (Witness to a crime, or victim of crime, threat to life, health, safety) – Attach documentation from Law Enforcement Agency, Police Report, Restraining/Protective Order, or Other Legal Documents.						
☐ Documentation on ages of children and/or # of family mem seriously overcrowded/ under housed (see remarks below)	nbers for transfers					
Remarks:						
	Date:					
	Date:					
* Requests submitted without documentation will be forwarded to Area Manager						

Document No: 2



SAN ANTONIO HOUSING AUTHORITY

IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)POLICY

IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

(L E P)

OVERVIEW

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the public housing program. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin. This part incorporates the Notice of Guidance to Federal Assistance Recipients Regarding Title VI Prohibition Affecting Limited English Proficient Persons, published December 19, 2003 in the *Federal Register*.

The PHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).

LEP persons are defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English. For the purposes of this Admissions and Continued Occupancy Policy, LEP persons are public housing applicants and resident families, and parents and family members of applicants and resident families.

In order to determine the level of access needed by LEP persons, the PHA will balance the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the public housing program; (2) the frequency with which LEP persons come into contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the resources available to the PHA and costs. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the PHA.

ORAL INTERPRETATION

Where feasible, the PHA will train and hire bilingual staff to be available to act as interpreters and translators and will standardize documents. Where feasible and possible, the PHA will seek the use of qualified community volunteers.

Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by the PHA. The interpreter may be a family member or friend.

In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, the PHA will generally offer, or ensure that the family is offered through other sources, competent interpretation services free of charge to the LEP person

WRITTEN TRANSLATION

Some applicant/residents will not be able to read (or to read English), staff will be prepared to read and explain anything that they would normally hand to an applicant/resident to be filled out.

At a minimum, the PHA will provide the following information in plain-language accessible formats:

Marketing and information materials
Information about the application process
How rents and utility allowances are determined
Application forms and required certifications
All form letters and notices to applicant/residents
General statement about reasonable accommodations
Orientation Materials for new residents
Lease and house rules
Guidance or instructions about housekeeping and care

All information related to applicants' rights to hearings

In cases were it is determined that eligible LEP language groups (5% or 1000) persons, whichever is less of the population of persons, eligible to be served or likely to be affected or

encountered, the PHA will provide written translation of vital documents.

If there are fewer than 50 persons in a language group that reaches the 5 percent trigger, the PHA will provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of written materials, free of cost.

IMPLEMENTATION PLAN

Information about the waiting list

After completing analysis of appropriate language assistance services, the PHA determined that the following documents will be translated into Spanish to address the needs of our LEP population.

Program Application(s)

(activity applications are not considered vital)

Lease and tenant rules

Other documents will include notification in the primary language of the LEP language group, of the right to receive competent oral interpretation of written materials, free of cost.

- -Written notices of rights, denial, or decreases in benefits
- -Notices of eviction
- -Notices advising LEP persons of free language assistance

Awareness of rights or services is an import part of meaningful access. When documents are large and contain both vital and non-vital information. It may be the case the title and phone for obtaining more information on the contents of the document will be included within the document.

THE SAN ANTONIO HOUSING AUTHORITY DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, ANCESTRY, SEXUAL ORIENTATION, AGE, FAMILIAL STATUS, PHYSICAL OR MENTAL DISABILITY, OR LIMITED ENGLISH PROFICIENCY. IF YOU NEED ASSISTANCE WITH READING OR UNDERSTANDING THIS CORRESPONDENCE, YOU SHOULD CALL THE PROPERTY MANAGER AT, 477-______ FOR ASSISTANCE.





SAN ANTONIO HOUSING AUTHORITY

Security Procedures Enterprise Income Verification (EIV) System

THIS SECTION BECOMES EFFECTIVE IMMEDIATELY UPON RECEIPT AND SUPERCEDES ALL PREVIOUS WRITTEN OR ORAL INSTRUCTIONS.

The procedures outlined in this document apply to SAHA's Public Housing, Housing Choice Voucher Program and Multi-family Housing Programs, that have access to EIV data.

Security Procedures Enterprise Income Verification (EIV) System

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- 2. Applicability
- 3. Privacy Act
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- 13. Reporting Improper Disclosures
- 14. System Controls
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- 16. Audits and User Activity Logging

APPENDIX

- 1. Safeguards Provided by the Privacy Act
- 2. Criminal Penalties Associated with the Privacy Act
- Authorization for the Release of Information Privacy Act Notice to the U. S. Department of Housing and Urban Development (HUD)
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- **9**. Contractor Agreement
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- 11. Security Awareness Training Attendance Record

Privacy Act & Considerations

1. PURPOSE

The purpose of this document is to provide guidance to assure that the practices, controls and safeguards used by PHAs adequately protect the confidentiality of the tenant wage data and are in compliance with the Federal laws regarding the protection of this information. PHAs should integrate UIV documents and/or actions into the PHA's occupancy protocols, which also involve Privacy Act related materials, e.g., third-party income, medical and other documents

1.1 APPLICABILITY

The procedures outlined in this document apply to PHAs administering the Public Housing Programs and have access to EIV data. The procedures outlined in this document apply to all EIV data, regardless of the media on which they are recorded. Computerized media containing EIV data must be afforded the same levels of protection given to paper documents or any other media with EIV data.

1.2 Privacy Act

The Privacy Act provides safeguards for individuals against invasions of privacy by requiring Federal agencies, except as otherwise provided by law or regulation, to:

- 1. Permit individuals to know what records pertaining to them are collected, maintained, used, or disseminated;
- 2. Allow individuals to prevent records pertaining to them, obtained for a particular purpose, from being used or made available for another purpose without their consent;
- 3. Permit individuals to gain access to information pertaining to them, obtain a copy of all or any portions thereof, and correct or amend such records;
- 4. Collect, maintain, use, or disseminate personally identifiable information in a manner that ensures the information is current and accurate, and that adequate safeguards are provided to prevent misuse of such information;
- 5. Permit exemption from the requirements of the Act only where an important public policy need exists as determined by specific statutory authority; and
- 6. Be subject to a civil suit for any damages that occur as a result of action that violates any individual's rights under this Act.

1.3 Privacy Act Considerations

The data provided via the EIV system must be protected to ensure that it is only used for official purposes and not disclosed in any way that would violate the privacy of the individuals represented in the system data. Privacy of data and data security for computer systems are covered by a variety of Federal laws and regulations, government bulletins, and other guiding documents. The Privacy Act

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of 1974 as amended, 5 U.S.C. § 552 (a) is one such regulation and EIV data require careful handling in order to assure

PHA compliance with the Privacy Act. (See Appendix 1. Safeguards Provided by the Privacy Act.) The Act also describes the criminal penalties associated with violation of policy supporting the Act. (See Appendix 2. Criminal Penalties Associated with the Privacy Act.)

The PHA Security Officer, or designated staff, must assure that a copy of Form HUD-9886, Authorization for the Release of Information/Privacy Act Notice, has been signed by each member of the household age 18 years old or older and is in the household file. By signing this form, the tenant authorizes HUD and the PHA to obtain and verify income and unemployment compensation information from various sources including current and former employers, State agencies, and the SSA. HUD is relying on PHAs to have this authorization on file as required by 24 CFR Part 5.230. Information obtained is protected under the Privacy Act. (See Appendix 3. Form HUD-9886, Authorization for the Release of Information/Privacy Act Notice.)

2. Upfront Income Verification-Enterprise Income Verification System (EIV)

The Enterprise Income Verification System (EIV) is intended to provide a single source of income-related data to public housing agencies (PHAs) for use in verifying the income reported by tenants in the various assisted housing programs administered by the PHAs across the nation. The Office of Public and Indian Housing (PIH) is responsible for administering and maintaining the EIV system.

The EIV system assists the PHAs in the upfront verification of tenant income by comparing the tenant income data obtained from various sources including:

- Tenant-supplied income data captured on Form HUD-50058 and maintained in the Public Housing Information Center (PIC) databases;
- Wage information from the State Wage Information Collection Agencies (SWICAs);
- Social Security and Supplemental Security Income from the Social Security Administration; and,
- User Profile information from the PIC database.

EIV tenant data only should be used to verify a tenant's eligibility for participation in a HUD rental assistance program and to determine the level of assistance the tenant is entitled to receive. Any other use, unless approved by the HUD Headquarters EIV Coordinator or EIV Security Officer, is specifically prohibited and may result in the imposition of civil or criminal penalties on the responsible person or persons. Further, no adverse action can be taken against a tenant until the PHA has independently verified the EIV information and the tenant has been granted an opportunity to contest any adverse findings through the established grievance, hearing, or other legal procedures.

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2.0 Safeguarding EIV Data

The information processed by the EIV system will be safeguarded to prevent unauthorized use of the information and to protect the confidentiality of that information.

The PHA's EIV Security Officer, or other designated staff, will ensure compliance on security policies and procedures outlined in this document by:

- Maintaining and enforcing the security procedures;
- Keeping records and monitoring security issues;
- Monitoring Access Rights to include date the access was granted and the date access was terminated;
- Ensure that all users who access the EIV system have a current signed Rules of Behavior & User Agreement on file;
- Conduct a quarterly review of access to EIV data;
- Communicating security information and requirements to appropriate personnel, using a variety of methods including coordinating and conducting security awareness training sessions, formal training, discussions at group and managerial meetings; and Security bulletins posted throughout the work areas;
- Conducting a quarterly review of all User IDs issued to determine if the users still
 have a valid need to access the EIV data and taking the necessary steps to ensure
 that access rights are revoked or modified as appropriate;
- Reporting any evidence of unauthorized access or known security breaches to the PHA Executive Director and taking immediate action to address the impact of the breach including but not limited to prompt notification to appropriate authorities including the HUD Field Office's Public Housing Director.

2.1 LIMITING ACCESS TO EIV DATA

Access to EIV data will be given only to persons whose duties or responsibilities require access.

A record of users who have approved access to EIV data will be maintained; Access rights will be revoked for those users who no longer require such access; A modification of the access rights will take effect if a change in the user's duties or responsibilities indicates a change in the current level of privilege.

All resident file folders will be stamped "Confidential" to avoid inadvertent disclosures

2.1.1 Physical Security Requirements

The EIV will be maintained in locked metal file cabinets within the Administrative office of each housing development.

By controlling the movement of individuals and eliminating unnecessary traffic through these critical areas, the PHA may reduce the opportunity for unauthorized disclosure of EIV data. As applicable, departments will utilize logs to control keys (Key Accountability (Appendix 4; and Acknowledgement for Receipt of Keys Appendix 5) and use a Restricted Area Access Log (Appendix 6).

2.1.2 Computer System Security Requirements

Users should retrieve computer printouts as soon as they are generated so that EIV data is not left lying unattended in printers where unauthorized users may access them. If possible, the PHA should assign a dedicated printer for EIV use only in order to minimize the unauthorized interception of printed outputs from the EIV system.

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Authorized users of EIV data should be directed to avoid leaving EIV data displayed on their computer screens where unauthorized users may view it. A computer should never be left unattended with EIV data displayed on the screen. If an authorized user is viewing EIV data and an unauthorized user approaches the work area, the authorized user lessen the chance of inadvertent disclosure of EIV data by minimizing or closing out the screen on which the EIV data is being displayed.

User Accounts: User accounts for the EIV system should be provided on a need-to-know basis, with appropriate approval and authorization. The level of access granted determines the functionalities, features, and amounts of data within a specified PHA that the user can see. The PHA Access Form should be used to request additions, deletions, or modifications of user accounts with access rights to the PIC system. (See Appendix 7. Enterprise Income Verification - PHA Access Authorization Form.)

All PHA employees and contractors who access the EIV system should have a current signed Rules of Behavior & User Agreement on file (See Appendix 8 or Appendix 9 Contractor Agreement.) Users should maintain the security of their User Accounts by not disclosing their passwords to other staff members and not sharing user accounts with other employees or contractors. Users should not, deliberately or inadvertently, override the authorized access levels by providing EIV data to others who have limited or no access to the data.

2.2 DISPOSAL OF EIV INFORMATION

Documents created in association with EIV that are no longer of use will be shredded. <u>Shredding precautions</u>: To make reconstruction more difficult, the EIV documents may be inserted so that lines of print are perpendicular to the cutting line. Large amounts of shredded paper should not be allowed to accumulate in the bin.

It is important that a log or register be maintained of all documents that have been burned or shredded. (See Appendix 10. EIV Disposal Log)

3.0 Security Awareness Training

Security awareness training will be provided to all users and potential users should be made aware of the importance of respecting the privacy of data, following established procedures to maintain privacy and security, and notifying management in the event of a security or privacy violation.

Before granting PHA employees and contractors access to EIV information, each employee and contractor must be trained in EIV security policies and procedures. Additionally, all employees having access to EIV data should be briefed at least annually on the PHA's security policy and procedures that require their awareness and compliance. The PHA Security Officer or designated staff should record on a PHA form or record of Security Training all the users attending each briefing. (See Appendix 11. Security Awareness Training Attendance Record.)

On completion of security awareness training PHAs should make sure that employees or contractors who access the EIV data have completed a PHA Rules of Behavior & User Agreement or PHA Contractor Agreement indicating that they are aware of the

safeguards and responsibilities associated with using the system. (See Appendix 8. Rules of Behavior & User Agreement Form and Appendix 9. Contractor Agreement Form.) Further, PHA employees should be advised of the penalties associated with the provisions of the Privacy Act of 1974, Section 552(a), which makes unauthorized disclosure or misuse of tenant wage data a crime punishable by a fine of up to \$5,000.

4.0 Record Keeping and Reporting Requirements

(This section is reserved.)

5.0 Reporting Improper Disclosures

Recognition, reporting, and disciplinary action in response to security violations are crucial to successfully maintaining the security and privacy of the EIV system. These security violations may include the disclosure of private data as well as attempts to access unauthorized data and the sharing of User IDs and passwords. Upon the discovery of a possible improper disclosure of EIV information or another security violation by a PHA employee or any other person, the individual making the observation or receiving the information should contact the PHA's Security Officer and/or the Field Office's Office of Public Housing Director. The PHA Security Officer or designated staff should document all improper disclosures in writing providing details including who was involved, what was disclosed, how the disclosure occurred, and where and when it occurred.

The following contacts should be made:

- The PHA Security Officer should contact and provide the PHA Executive Director or his designee with the written documentation;
- The PHA Executive Director or his designee should provide the HUD Field Office Public Housing Director with the written documentation; and,
- The HUD Field Office Public Housing Director upon receipt of the written documentation will make a determination regarding the referral and the provision of the written documentation to the Headquarters EIV Coordinator and/or EIV Security Officer for further review and follow-up action.

System Controls

- 1. The technical controls that have been built into the EIV system address the following;
- 2. User Identification and Authentication
- 3. Each user is required to have their own User ID and Password
- 4. The User ID identifies the PHA(s) and tenant information that the user is authorized to access
- 5. Passwords are encrypted and the password file is protected from unauthorized access
- 6. The system forces all users to change their password every 21 days and limits the reuse of previous passwords

- 7. After three unsuccessful attempts to log in, the User ID is locked and the user has to contact the System Administrator to have the password reset
- 8. Online User Alerts warning messages that inform the user of the civil and criminal penalties associated with unauthorized use of the EIV data

Administrative Controls

- 1. Communicate and enforce standard operating procedures related to securing records;
- 2. Assign EIV Security Officer, and assign access and rights of users;
- 3. Distribute all User Guides and Security Procedures to personnel using EIV data;
- 4. Provide procedures at the time of employment and at least annually afterwards;
- 5. Maintain a record of all personnel who have attended training session;
- 6. Communicate security information and requirements to appropriate staff;
- 7. Advise all employees of penalties associated with the provisions of the Privacy Act of 1974, Section 552(a), which makes unauthorized disclosure or misuse of tenant wage data a crime punishable by a fine of up to \$5,000.

Audits and User Activity Logging

Users of the UIV system should be aware that all activities within the system are logged for audit and reporting purposes. These audits may include records of attempts to access data to which the user is not authorized, as well as successful access of sensitive data to which the user is authorized. Warnings in the EIV system welcome page provide a reminder each time the user logs in of the security considerations of the EIV system.

Appendix 1. Safeguards Provided by the Privacy Act

The Privacy Act provides safeguards for individuals against invasions of privacy by requiring Federal agencies, except as otherwise provided by law or regulation, to:

- 1. Permit individuals to know what records pertaining to them are collected, maintained, used, or disseminated;
- 2. Allow individuals to prevent records pertaining to them, obtained for a particular purpose, from being used or made available for another purpose without heir consent;
- 3. Permit individuals to gain access to information pertaining to them, obtain a copy of all or any portions thereof, and correct or amend such records;
- 4. Collect, maintain, use, or disseminate personally identifiable information in a manner that ensures the information is current and accurate, and that adequate safeguards are provided to prevent misuse of such information;

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- 5. Permit exemption from the requirements of the Act only where an important public policy need exist as determined by specific statutory authority; and
- 6. Be subject to a civil suit for any damages that occur as a result of action that violates any individual rights under this Act.

SAHA Security Procedures

Appendix 2. Criminal Penalties Associated with the Privacy Act

The Privacy Act of 1974 as amended, 5 U.S.C. § 552 (a)

(i)

- 1. CRIMINAL PENALTIES. --Any officer or employee of an agency, who by virtue of his employment or official position, has possession of, or access to, agency records which contain individually identifiable information the disclosure of which is prohibited by this section or by rules or regulations established there under, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- 2. Any officer or employee of any agency who willfully maintains a system of records without meeting the notice requirements of subsection (e)(4) of this section shall be guilty of a misdemeanor and fined not more than \$5,000.
- 3. Any person who knowingly and willfully requests or obtains any record concerning an individual from an agency under false pretenses shall be guilty of a misdemeanor and fined not more than \$5,000.

Warnings in the EIV system welcome page provide a reminder each time the user logs in f the security considerations of the EIV system.

Appendix 3 Authorization for the Release of Information Privacy Act Notice

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

to the U. S. Department of Housing and Urban Development (HUD) Office of Public and Indian Housing and the Housing Agency/Authority (HA)

PHA requesting release of information: (Cross out space if none) (Full address, name of contact person, and date)

IHA requesting release of information: (Cross out space if none) (Full address, name of contact person, and date)

Authority: Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, as amended by Section 903 of the Housing and Community Development Act of 1992 and Section 3003 of the Omnibus Budget Reconciliation Act of 1993. This law is found at 42 U.S.C. 3544.

This law requires that you sign a consent form authorizing: (1) HUD and the Housing Agency/Authority (HA) to request verification of salary and wages from current or previous employers; (2) HUD and the HA to request wage and unemployment and compensation claim information from the state agency responsible for keeping that information; (3) HUD to request certain tax return information from the U.S. Social Security Administration and the U.S. Internal Revenue Service. The law also requires independent verification of income information. Therefore, HUD or the HA may request information from financial institutions to verify your eligibility and level of benefits.

Purpose: In signing this consent form, you are authorizing HUD and the above-named HA to request income information from the sources listed on the form. HUD and the HA need this information to verify your household's income, in order to ensure that you are eligible for assisted housing benefits and that these benefits are set at the correct level. HUD and the HA may participate in computer matching programs with these sources in order to verify your eligibility and level of benefits.

Uses of Information to be Obtained: HUD is required to protect the income information it obtains in accordance with the Privacy Act of 1974, 5 U.S.C. 552a. HUD may disclose information (other than tax return information) for certain routine uses, such as to other government agencies for law enforcement purposes, to Federal agencies for employment suitability purposes and to HAs for the purpose of determining housing assistance. The HA is also required to protect the income information it obtains in accordance with any applicable State privacy law. HUD and HA employees may be subject to penalties for unauthorized disclosures or improper uses of the income information that is obtained based on the consent form. Private owners may not request or receive information authorized by this form.

Who Must Sign the Consent Form: Each member of your household who is 18 years of age or older must sign the consent form. Additional signatures must be obtained from new adult members joining the household or whenever members of the household become 18 years of age.

Persons who apply for or receive assistance under the following programs are required to sign this consent form:

PHA-owned rental public housing Turnkey III Homeownership Opportunities Mutual Help Homeownership Opportunity Section 23 and 19(c) leased housing Section 23 Housing Assistance Payments HA-owned rental Indian housing Section 8 Rental Certificate Section 8 Rental Voucher Section 8 Moderate Rehabilitation

Failure to Sign Consent Form: Your failure to sign the consent form may result in the denial of eligibility or termination of assisted housing benefits, or both. Denial of eligibility or termination of benefits is subject to the HA's grievance procedures and Section 8 informal hearing procedures.

Sources of Information To Be Obtained

State Wage Information Collection Agencies. (This consent is limited to wages and unemployment compensation I have received during period(s) within the last 5 years when I have received assisted housing benefits.)

U.S. Social Security Administration (HUD only) (This consent is limited to wage and self employment information and payments of retirement income as referenced at Section 6103(I)(7)(A) of the Internal Revenue Code.)

U.S. Internal Revenue Services (HUD only) (This consent is limited to unearned income [i.e., interest and dividends].)

Information may also be obtained directly from: (a) current and former employers concerning salary and wages and (b) financial institutions concerning unearned income (i.e., interest and dividends). I understand that income information obtained from these sources will be used to verify information that I provide in determining eligibility for assisted housing programs and the level of benefits. Therefore, this consent form only authorizes release directly from employers and financial institutions of information regarding any period(s) within the last 5 years when I have received assisted housing benefits.

Original is retained by the requesting organization ref. Handbooks 7420.7, 7420.8, & 7465.1 form HUD-9886 (7/94)

Consent: I consent to allow HUD or the HA to request and obtain income information from the sources listed on this form for the purpose of verifying my eligibility and level of benefits under HUD's assisted housing programs. I understand that HA's that receive income information under this consent form cannot use it to deny, reduce or terminate assistance without first independently verifying what the amount was, whether I actually had access to the funds and when the funds were received. In addition, I must be given an opportunity to contest determinations.

This consent form expires 15 months after signed.

Signatures

Head of Household			
Social Security Number (if any) of Head of Household	Date	Other Family Member over age 18	Date
Spouse	Date	Other Family Member over age 18	Date
Other Family Member over age 18	Date	Other Family Member over age 18	Date
outer raining member over age 10	Julio	outer running received upo 10	
Other Family Member over age 18	Date	Other Family Member over age 18	Date

Privacy Act Notice. Authority: The Department of Housing and Urban Development (HUD) is authorized to collect this information by the U.S. Housing Act of 1937 (42 U.S.C. 1437 et. seq.), Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), and by the Fair Housing Act (42 U.S.C. 3601-19). The Housing and Community Development Act of 1987 (42 U.S.C. 3543) requires applicants and participants to submit the Social Security Number of each household member who is six years old or older. Purpose: Your income and other information are being collected by HUD to determine your eligibility, the appropriate bedroom size, and the amount your family will pay toward rent and utilities. Other uses: HUD uses your family income and other information to assist in managing and monitoring HUD-assisted housing programs to protect the Government's financial interest, and to verify the accuracy of the information you provide. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal, or regulatory investigators and prosecutors. However, the information will not be otherwise disclosure or released outside of HUD, except as permitted or required by law. Penalty: You must provide all of the information requested by the HA, including all Social Security Numbers you, and all other household members age six years of age and older is mandatory, and not providing the Social Security Numbers will affect your eligibility. Failure to provide any of the requested information may result in a delay or rejection of your eligibility approval.

Penalties for Misusing this Consent:

HUD, the HA and any owner (or any employee of HUD, the HA or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form.

Use of the information collected based on the form HUD 9886 is restricted to the purposes cited on the form HUD 9886. Any person who knowingly or willfully requests, obtains or discloses any information under pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000.

Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the HA or the owner responsible for the unauthorized disclosure or improper use.

Original is retained by the requesting organization.

ref. Handbooks 7420.7, 7420.8, & 7465.1

form HUD-9886 (7/94)

San Antonio Housing Authority

KEY ACCOUNTABILITY RECORD

Key to	Total Available	Total Issued	Person Issued Key

:PHA Security Procedures

San Antonio Housing Authority

ACKNOWLEDGMENT OF RECEIPT OF KEYS

I	acknowledge receipt of a key to the
(Print Employee Name)	
(State which File Cabinet or Door)	
(State which File Cabinet or Door)	
(State which File Cabinet or Door)	
I understand that I: 1. Must not make unauthorized copies 2. Must safeguard the key and not give 3. Must not use the key to give access	ve it to anyone else.
data can result in a felony conviction pur imprisonment up to five (5) years, as we	II as civil penalties. Also, unauthorized sdemeanor penalty of up to \$1,000 and/or one
Signature of Recipient	Date

Signature of Security Manager/Officer Date

Appendix 6. Restricted Area Access Register

San Antonio Housing Authority Restricted Area Access Register

Full Name (Last, First, MI)	Signature	SAHA Employee Y/N	Entry Date/Time	Departure Date/Time

: PHA Security Procedures

Appendix 7



Enterprise Income Verification (EIV) System HUD/PHA Access Authorization Form

(Please Print or Type)

			Date of Request:	
LILID Office Name			D Field Office	
HUD Office Name (To be completed by H		Cod		(e.g. 1HBOS)
(To be completed by TT	OD users)			(c.g. 111boo)
PHA Name:		PH/ Cod		
(To be completed by P	HA users)			(e.g. MD999)
Towns of Foundation	Daniel de la company			
	Required (check one)	□ +		
☐ Add Access	☐ Modify Ac	cess	inate User	
Authorized User	Details			
Name: (Last, First, ar	nd Middle Initial)		WASS User ID:	
Position Title:			Phone Number:	
Email Address:			Fax Number:	
Type of work which	h involves use of UIV da			
Check all that app	· -	_	_	_
Access Level:	☐ HUD Headquarters☐ PHA	☐ HUB	☐ Field Office	☐ TARC
PHA Access Role:	PHA Occupancy – Public Housing	PHA Occupancy - Voucher	☐ PHA Administrator	
HUD Access Role:	Occupancy Specialist	☐ RIM User	User Administrator	Security Administrator
	specify the project numbenecessary, or put "All".	ers to which access will	be limited. Continue the	list on a
	_			
I authorize/reques	t the above person acces	ss as indicated to the EI	V System.	
HUD Headquarters t Coordinator:	VIIV			
		Name (Print)	Signature	Date
Public Housing/Exec				
(FO or PHA users only)		Name (Print)	Signature	Date



Appendix 8

Enterprise Income Verification (EIV) System

Rules of Behavior and User Agreement

HUD Office or Field Office Name:	HUD Field Office Code:	
(To be completed by HUD employees/contractors)		(e.g. 1HBOS)
PHA Name:	PHA Code:	
(To be completed by PHA employees/contractors)		(e.g. MD999)

A. Rules of Behavior

1. Introduction

The U.S. Department of Housing and Urban Development (HUD), Public and Indian Housing Real Estate Assessment Center (PIH-REAC) is actively involved in implementing and maintaining Office Departmental policies and procedures to keep PIH-REAC Systems secure from unauthorized access and inappropriate use. In compliance with various security-related Federal laws and regulations, PIH-REAC created these of rules of behavior for the Enterprise Income Verification (EIV) system. This document was created to ensure that EIV system users comply with HUD and PIH-REAC security policies. In addition, this document ensures that system accounts remain secure and are used in the appropriate manner.

PIH-REAC may grant limited system access to users (e.g. HUD employees, contractors, clients/customers, and program participants) who have a need to utilize the PIH-REAC information resources. EIV resources are for official use only. As a condition of receiving access, you are required to understand and abide by the HUD and PIH-REAC's EIV system security policies and procedures. The purpose of these policies and procedures is to safeguard the PIH-REAC's valuable information resources.

All EIV users must adhere to the Rules of Behavior outlined in this document. The rules clearly delineate responsibilities of, and expectations for, all individuals with access to the EIV system. Non-compliance with these rules will be disciplined through sanctions commensurate with the level of infraction. This may include removal of system access for a specific period of time or termination depending on the severity of the violation. See Section B for potential civil and criminal penalties.

2. Responsibilities

The System Owner is responsible for ensuring that an adequate level of protection is afforded to the EIV system through an appropriate implementation of technical, operational, and managerial security controls.

EIV system users are responsible for the protection of passwords, information, equipment, systems, networks, and communication pathways to which they have access. All HUD computer resources including hardware, software, programs, files, paper reports, and data are the sole property of HUD.

EIV SECURITY PROCEDURES

3. Other Policies and Procedures

The Rules of Behavior do not replace existing HUD or PIH-REAC policy, rather they are intended to enhance and further define the specific rules each user must follow while accessing the EIV system. The rules are consistent with the policy and procedures described in the following security documents:

<u>HUD Security Program Policy</u> The policy, HUD Handbook 2400.25, Rev. 1 dated May 2005, prescribes responsibilities, practices, and conditions that directly or indirectly promote security in the development, operation, maintenance, and support of all HUD IT resources.

4. Application Rules

The Web Access Security System (WASS) user identification (userID) and password issued to you are to be used solely in connection with the performance of your responsibilities in support of HUD's mission and may not be used for personal or private gain. You agree to be responsible for the confidentiality of the assigned information and accountable for all activity with your userID. Furthermore, you agree that you will not provide this confidential userID/password to another user during employment and upon leaving the employment of the Department. Additional rules of the EIV system are as follows:

<u>System Access (on-site only)</u> – Users are required to use only approved HUD software, software settings, and comply with vendor software license agreements. Users are allowed to access the system only using the mechanisms specified by PIH-REAC.

<u>Unofficial use of government information</u> – Users must be aware that personal use of information resources is prohibited. EIV data is personal information covered by the Privacy Act and penalties apply to the misuse of that data.

<u>Information protection</u> – Users must avoid leaving system output records or reports unattended or unsecured. Users should lock the computer or log-out of the system when leaving work areas unattended. Users shall not violate Public Law 93-579, Privacy Act of 1974, which requires confidentiality of personal data contained in government and contractor data files. Users should back up their data, test the data backups, and securely store the data in accordance with PIH-REAC policy.

<u>Use of passwords</u> – User passwords and userIDs are for your individual use only and are confidential HUD information. Users are required to change passwords every <u>21</u> days. Users are encouraged to avoid creating passwords that can be easily associated with.

<u>System privileges</u> – Users are given access to the system based on a need to perform specific work. Users shall only access the information for which they are authorized.

<u>Individual accountability</u> – Users shall be held accountable for their actions while accessing the system. Be aware that all computer resources are monitored and audited.

<u>Incident Response</u> – Users should contact their supervisor and the PIH-REAC Security Officer immediately regarding any suspected violation or breach of system security.

B. User Agreement

I have read the above policy regarding system security awareness and practices when accessing PIH-REAC's information technology resources. I understand the policies and procedures as set forth above, and I agree to comply with these requirements as a condition of being granted limited access to the Enterprise Income Verification System and data.

As an authorized user of the Enterprise Income Verification System, I understand the information obtained may only be used for official HUD/PHA business. I understand that only authorized HUD or PHA employees may access, disclose, inspect and use upfront income verification (UIV) data.

I also understand that willful unauthorized inspection of UIV data can result in civil and criminal penalties. The penalties are as follows:

- **Unauthorized disclosure** can result in a felony conviction and a fine of up to \$5,000 and/or imprisonment up to five (5) years, as well as civil penalties.
- Unauthorized inspection of UIV data can result in a misdemeanor penalty of up to \$1,000 and/or one (1)-year imprisonment, as well as civil damages.

I understand that my user ID and password are to be used only by me. Under no circumstances will I reveal or allow use of my password by another person. Nor will I use another person's password and user ID.

I understand and agree to follow all HUD/PHA standards, policies and procedures.			
EIV System User's Name (Signature)	EIV System User's Name (Print)	Date	
Copy – File			

CONTRACTOR ACKNOWLEDGMENT

(Name of PHA)

As a contractor assigned to work on-site in the PHA, I understand that only authorized PHA employees may access, disclose, inspect and use Enterprise Income Verification (EIV) data.

I also understand that the penalty for unauthorized disclosure or inspection of EIV data by a federal employee also applies to contractors. Also, I understand that willful unauthorized inspection of EIV data can result in civil and criminal penalties. The penalties are as follows:

- Unauthorized disclosure can result in a felony conviction and a fine up to
 - Unauthorized disclosure can result in a felony conviction and a fine up to \$5,000 and/or imprisonment up to five (5) years, as well as civil penalties.
 - Unauthorized inspection of EIV data can result in a misdemeanor penalty of up to \$1,000 and/or one (1)-year imprisonment, as well as civil damages.

I understand that my user ID and password is to be used only by me.
Under no circumstances will I reveal or allow use of my password by another person.
Nor will I use another person's password and user ID.
I understand and agree to follow all PHA standards, policies and procedures.

Contractor Signature Printed Contractor Name Date	
Form XXXX	

San Antonio Housing Authority

EIV Disposal Log

Name of Employee	What Was Disposed	How	Date

:PHA Security Procedures

San Antonio Housing Authority Security Awareness Training <u>Attendance Record</u>

Date o	of Training:
Employee/ <u>Contractor</u> <u>Signature</u>	Business Area/Office
	Employee/ <u>Contractor</u>

Name	Signature	Business / troa/ critics

: PHA Security Procedures





SAN ANTONIO HOUSING AUTHORITY

INSTRUCTIONS FOR GAINING ACCESS TO WASS/EIV & EIV USER MANUAL

The purpose of this document is to provide guidance to assure that the practices, controls and safeguards used by SAHA adequately protect the confidentiality o the tenant wage date; and to ensure compliance with the Federal laws regarding the protection of this information.

- 1. CRIMINAL PENALTIES.--Any officer or employee of an agency, who by virtue of his employment or official position, has possession of, or access to, agency records which contain individually identifiable information the disclosure of which is prohibited by this section or by rules or regulations established there under, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- 2. Any officer or employee of any agency who willfully maintains a system of records without meeting the notice requirements of subsection (e)(4) of this section shall be guilty of a misdemeanor and fined not more than \$5,000.
- 3. Any person who knowingly and willfully requests or obtains any record concerning an individual from an agency under false pretenses shall be guilty of a misdemeanor and fined not more than \$5,000.

INSTRUCTIONS FOR GAINING ACCESS TO WASS/EIV

New Users:

All employees must have a WASS user ID; which is a M----- REAC User ID# to gain access to TASS, PIC & EIV.

- o For new WASS and EIV users --HUD will not allow access to tenant information until the forms below are completed; signed by our CEO and forwarded to HUD.
- Anyone requiring access to tenant information, and that does not have a M----- REAC User ID, must visit the REAC Website listed below and fill out the application for USER. The Organization is the San Antonio Housing Authority, Org ID is TX006
- o Address to login and register: http://www.hud.gov/offices/reac/ follow the steps for online registration.
- o Supervisors must complete and forward the forms below:





- o Supervisors are responsible for e-mailing the completed forms to the department Security Coordinator. Make sure to list all properties, systems, and sub-systems the user will need.
- WASS Access will not be assigned until the forms are e-mailed, access will be given only to items specified. Once Silvia Vasquez receives forms, they must be forwarded, and approved by HUD. The user should gain access within one week.
- TO ACCESS THE EIV USER MANUAL, CLICK ON THE ICON BELOW.



Existing Users:

- o If you have a M_____# and you have forgotten your password, you must call REAC to have your password reset. **Call 1-888- 245-4860 to have it reset.**
- The REAC password must be reset every 21 days. If your password expired, each user will need to call 1-888- 245-4860 to have it reset.

INSTRUCTIONS FOR SECURING a M____#: Multifamily, & Regular User Registration

Link to the appropriate Secure Connection registration form by selecting the type of organization under which you are registering:

- 1. Multifamily Housing Entity,
- 2. Public Housing Agency,
- 3. Independent User.

Verify with your HUD Project Manager that the owner's mailing address on the Ownership Screen of the Real Estate Management System (REMS) is correct. All correspondence relating to your registration will be forwarded to the owner's mailing address. For Public Housing & Section 8 use 818 S. Flores, San Antonio, Texas, 78204. All others use the property address.

To apply for a regular **User ID**, check the "User" radio button, fill out the form below. Upon verification of the information below, a user ID will be assigned. The password will not be disclosed, so make sure you remember it!!!

Warning! Misuse of Federal Information at this Web site falls under the provisions of Title 18, United States Code, section 1030. This law specifies penalties for exceeding authorized access, alteration, damage or destruction of information residing on Federal Computers.

Application Type:	Coordinator 🗀	User 🔲
-------------------	---------------	--------

First Name:	
Middle Initial:	
Last Name:	
Social Security Number:	

Public Housing & Section 8 -- The Organization is the San Antonio Housing Authority, Org ID is TX006.

PBA Properties and Section 8 New Construction -- the Organization is the Name of the Property, and the Org ID is the Tax Identification Number# for the Property.

Organization/Individual Information

- Provide the name of the HUD-registered Organization or Individual you represent
- Provide the Tax Identification Number or Social Security Number of the HUD-registered Organization or Individual you represent. Do not enter dashes.
- Specify whether the HUD-registered entity you represent is an Organization or an Individual

Organization/Individual Name:	
TIN/SSN:	

Organization C Individual
Provide your e-mail address. Include your entire e-mail address: For example: jsmith@aol.com, johndoe@adv.org, hfdb84a@prodigy.com. E-mail Address:
Choose a Password.
 You will enter your password each time you use this service. Your password should be 6 characters in length and should have one uppercase letter and one number (for example, Brad83). Do not use punctuation or special characters. Important: Your password will be recorded EXACTLY as you type it, so make a note, as to how it is entered; which letters are upper and lower case.
Password:
Re-enter Password for Verification:
Very Important:
The password entered on the registration form will be the initial password needed to access REAC assigned systems, once the new User I d is approved .
Your password will not appear anywhere in the system and only, you, the user will know what it is. So it is very important that you write it down and remember it—otherwise you will not be able to access the system.
Mother's Maiden Name.
 Please provide this information for future verification when processing password reset requests.
Mother's Maiden Name:
Send Application Clear Fields When finished, click the Send Application button at the bottom of the screen; and a confirmation screen will appear:
Print the confirmation screen for your records, and then click the confirm/submit bottom on the bottom of the screen.
Notification: Notify the assigned Security Coordinator, by e-mail your M#; and that you have registered. They will retrieve your User ID and assign privileges (roles /actions). (YOUR SUPERVISOR MUST SEND THE ORIGINAL AUTHORIZATION FORMS E-MAILS, NOR FAXES WILL BE ACCEPTED).

Document No: 5



San Antonio Housing Authority

Enterprise Income Verification (EIV) System Procedures

The procedures outlined in this document apply to SAHA's Public Housing, Housing Choice Voucher Program, and Multi-family Housing Programs, that have access to EIV data.

Enterprise Income Verification (EIV) System

Document Overview

The purpose of this document is to provide instructions on the use of the Enterprise Income Verification (EIV) system, formerly known as Up-front Income Verification (UIV). This document focuses on end-user functionality used for viewing tenant income in the support of rent subsidy projections and navigation through the EIV application.

Preface

"Information contained in this system is subject to the Privacy Act of 1974 (5 U.S.C. 552a, as amended). Only authorized persons in the conduct of official business may use I information contained in this system. Any individual responsible for unauthorized disclosure or misuse of personal information may be subject to fine of up to \$5,000."

Privacy Act Notice Warning

The practices, controls and safeguards used by SAHA to protect the confidentiality of the tenant wage data and as well as identifying information such as social security number, address, and employment information are in compliance with the Federal laws regarding the protection of this information.

Personal data contained in the EIV System is protected by Federal information laws, including the Privacy Act. The collection of this information and its use by HUD and SAHA is authorized by law. However, disclosure of the protected information, other than for limited governmental purposes or its appropriation for personal use, is punishable by law.

SYSTEM CONTROLS

Masking of Date of Birth Information

To maintain the privacy of tenant date of birth information, the EIV system masks the appearance of a date of birth in the user interface. The masking replaces the month and day values with an (X), showing only the year value for verification purposes. For example, the masked date of birth appears as XX/XX/1949.

Masking of Social Security Number Information

To maintain the privacy of tenant social security number information, the EIV system masks the appearance of a social security number in the user interface. The masking replaces the first five digits of the SSN with an asterisk (*), showing only

the final four numbers for verification purposes. For example, if a tenant's SSN is 123-45-6789, in the EIV user interface the masked number appears as ***-**-6789.

USE OF EIV TENANT DATA

EIV will be utilized at time of move in (Work Number & Attorney General) to determine family initial eligibility; and at the time of annual recertification, or upon the resident reporting a change of income to the extent applicable and/or is available to verify and/or substantiate income data provided by the family. Each family will be required to:

Income data collected from the EIV System will be used to determine the total tenant payment (TTP) the minimum amount a family must contribute toward housing costs regardless of the unit selected. The formula for computing TTP requires a tenant to pay the greatest of:

- 30 percent of the family's monthly adjusted income*
- o 10 percent of the family's monthly gross income
- The minimum rent set by SAHA \$50 (Housing Choice Voucher Program); and \$25 (Public Housing)
- * The adjusted income is the gross income minus allowed deductions for dependents, an elderly or disabled family, childcare, disability assistance, and medical expenses.

SAHA RESPONSIBILITIES

- 1. Maintain Form HUD-9886 or 9887, Authorization for the Release of information/Privacy Act on file, signed by each member of the household age 18 years, or older;
- 2. Grant access to HUD EIV data to only those persons whose duties or responsibilities require such access;
- 3. Ensure that EIV data is handled in such a manner that it does not become misplaced or made available to unauthorized personnel;
- 4. Ensure that all resident files will be stamped "Confidential";
- 5. SAHA will use a combination of methods to provide physical security for EIV data. These include, but are not limited to, locked filing cabinets/containers of various types, locked filing rooms, and locked offices.

Resident Responsibilities

 Have each family member 18 years of age or older sign a Authorization for Release of Information HUD form 9886 or 9887;

- Provide necessary information to determine eligibility, for move in, annual recertification, or for any other interim reexamination. This includes paperwork that shows proof of all income for the household. Examples of income documentation needed are child support income, unemployment benefits, social security/SSI, TANF, retirement benefits, contributions, paycheck stubs (minimum of 6), W2 tax forms, and bank statements;
- The family must disclose and verify social security numbers and must sign and submit consent forms for obtaining information;
- o All information supplied by the family must be true and complete;
- The family must report any change of income within ten days of the change;
- The family must inform SAHA of the birth, adoption or court-awarded custody of a child within 10 days;
- The family must request SAHA approval to add any other family member as an occupant of the unit;
- The unit must be the family's only residence. The family may not receive any other housing assistance subsidy;
- No one other than SAHA approved family members may represent to any outside agency that they reside in the unit. This includes allowing someone other than approved family members to receive mail at the unit;
- The family must promptly notify SAHA if they will be absent from the unit;
- The family must not sublease or assign the lease or transfer the unit.

Income Data Collection

Data Collected from the Enterprise Income Verification System (EIV) is intended to provide a single source of income-related data for use in verifying the income reported by tenants in the various assisted housing programs administered by SAHA. The Office of Public and Indian Housing (PIH) is responsible for administering and maintaining the EIV system.

The Enterprise Income Verification (EIV) System retrieves income information electronically through an independent source, making use of income information databases including those maintained by the Social Security Administration (including Social Security (SS) and Supplemental Security Income (SSI)), State Wage Information Collection Agencies, and private vendors.

- Data collected from the EIV system will be used to verify tenant income by comparing
- data captured on Form HUD-50058 and maintained in the Public Housing Information Center (PIC) databases;
- Wage information from National Directory of New Hires database (NDNH);

- Social Security and Supplemental Security Income from the Social Security Administration
- o Receipt of child support payments form the Office Of Attorney General; and
- Wage information from the Work Number (private vendor).

ATTORNEY GENERAL VERIFICATION

Per an agreement with the Attorney Generals Office all verification of child support will be handled via fax, and responses will be returned via e-maile-mail. Specific e-mail addresses have been set up for four internal entities. (Section 8, AOD, Public Housing, and Non Profit Housing):

NPVerifications@saha.org

AODVerifications@saha.org

Sec8Verifications@saha.org

PHVerifications@saha.org

Each entity has a staff person assigned to retrieve, and print e-mails and distribute to the staff in their respective areas. Because of the large number of verifications-- once the e-mails are printed for distribution they will be deleted. All requests for verification should be faxed to the OAG Office at (512) 460-6669:

Attn: Sheila Sylvain, State Office Housing Authority/CCMS Liaison OFFICE OF THE ATTORNEY GENERAL – STATE OF TEXAS CHILD SUPPORT ENFORCEMENT DIVISION 040 P O BOX 12017 AUSTIN TX 78711-2017

WORK NUMBER VERIFICATION

Each entity and or public housing development is responsible to set up a fax return address with the Work Number Verification System to retrieve, print, and distribute verifications received from the Work Number System. Verifications received will be filed in each residents file folder, no other files will be maintained. All requests for fax access should be made to:

<u>Karen Drew [mailto:Kld@theworknumber.com]</u>
The Work Number - Changes to Your Account

HUD EIV DATA

SEARCHING FOR TENANT HOUSEHOLD INCOME DATA BY HEAD OF HOUSEHOLD

This function enables you to access third-party income records for existing tenants based on Head of Household information submitted. The EIV system provides several ways to search for tenant income data. They include:

Searching by Social Security Number

Searching by Last Name and Participant Code (and optional Date of Birth)

When viewing or requesting third-party income records, it is important to remember that your search options vary depending on your authorizations (e.g., PHA or HUD security level).

Head of Household Social Security Number – Because a social security number is a unique identifier, no other information is required to execute a search.

Head of Household Last Name – Enter the last name of the head of household member and select exact match from the selection list or enter the beginning letters (one letter or more) of the household member and select begins with. Note that when searching on a last name, you MUST enter the Participant Code for this tenant in order to search.

Head of Household Date of Birth – Note that when searching on a date of birth, you MUST enter the PHA Code for this tenant in order to search.

Head of Household Participant Code – A participant code must be selected when searching by last name, date of birth, or last name and date of birth. Use the drop-down list to select the appropriate Participant Code.

Note: Search just by the Participant Code does not return data and should be selected in combination with Head of Household Last Name or Head of Household Date of Birth.

Searching for Tenant Household Income Data by Reexamination Month

This function enables you to access third-party income records for existing tenants based on the Reexamination month. When viewing or requesting third-party income records, it is important to remember that your search options vary depending on your authorizations (e.g., PHA or HQ security level).

Program Type – Use the dropdown list to select a program type.

Reexamination Month -- Use the dropdown list to select the month for reexamination.

Head of Household's Participant Code – A participant code must be selected when searching by Reexamination Month. Use the dropdown list to select the appropriate Participant Code.

The Household Income Details page displays the most recent four (4) quarters of information for the selected household member:

Wages Table Unemployment Benefits Table Social Security Benefits Table Dual Entitlement Table

Medicare Data Table

Supplemental Security Benefits Table

Black Lung Entitlement Table

Disability Table

Tenant Income Data

"No data is available" appears in those tables for which the income type is not applicable for a tenant.

The table includes a record for each reporting period. Wages are reported quarterly. The system has the capability to store up to 8 quarters of data. By default, the most recent 4

record appears first in the table. For example, you might see data sequenced as follows: Q1 of 2003, Q4 of 2002, Q3 of 2002, and Q2 of 2002.

You can view the 4 previous quarters of data by clicking the Prev 4 Quarters button. Each wage record specifies a pay period and amount, the employer's Federal Employer Identification Number (FEIN), Employer name, address, and phone number, the source of the wage data (e.g., NDNH), and the date the data was received by the EIV system.

The length of the reporting period with which wage records are acquired from NDNH's may vary (e.g., week, month, year), and the EIV system assigns the wage data to a quarter based on the wage record's end date. For example, if the end date in the wage record is 02/26/02, the data will be included in the Q1 of 2002 pay period; if the end date in the wage record is 05/31/2002, the data will be included in the Q2 of 2002 pay period; and so on and so forth.

Like wage records, unemployment benefits information is aggregated according to the quarter in which the benefit was received. The system has the capability to store up to 8 quarters of data. By default, the most recent 4 quarters of data is included in the table.

Printing Household Income Detail

The generation of a paper-based version of income detail is available on a perhousehold member basis. In order to print income detail for a household member, the member detail mst be active.

Viewing the Exceeds Threshold Report

The report also provides a filtering mechanism. Use the filter to allow you to view those households where the amount of the discrepancy (between actual reported income and projected income) exceeds a specified percentage. You can adjust the range of the filter from 5 to 100 percent, in increments of five (5) percentage points at a time. The larger the percentage the smaller the data set and vice versa. By default, the value is set to 100%.

IDENTIFYING THE PERIOD OF INCOME

The Period of Income provides the timeline reference governing the collection of the data used to determine whether or not a discrepancy exists between projected household income (as reported on Form HUD-50058) and actual income (income data that was available at the time the projection was made). The period of income must be determined in order to gather the actual income data needed to make a comparison to the projected income and determine whether or not a discrepancy exists.

The period of income uses the following timeline events to assist in determining the specific time span that will be taken into consideration when collecting and calculating income data:

HUD-50058 Effective Date – This value represents the effective date appearing on the Form HUD-50058 for the identified tenant. It is used to calculate the Period of Income End and Start Date values.

Period of Income Start Date – This date represents the starting point for the income period. It is calculated by the EIV system based on the effective date associated with the HUD-50058 for the tenant.

IDENTIFYING PROJECTED INCOME

Projected income information is used as the baseline for discrepancy calculations. It is derived from the Form HUD-50058 records stored in the PIC database.

Actual income information is used to evaluate the accuracy of an income projection. It is compared to the projected income value stored on the Form

HUD-50058 associated with a household. If there is a difference between the projected value and the actual (reported) income value, the difference is referred to as a discrepancy.

Prorating Actual Income When the period of income includes a Period Income Start Date that coincides with income reporting quarters, the income is simply added for those quarters. In those cases where an income record overlaps the start or end of the period of consideration, the income will be prorated, based upon one of the following calculations:

First Quarter Income = (quarter income value/period of time) * length of time in period. For example, if the income is within the period of consideration for 2 of 3 months, the calculation would be (quarter income value / 3 months) * 2 months.

Sum the quarter income that occurs within the period of consideration. This should be three (3) quarters of data.

Add the final quarter of income data. Quarter income= (quarter income value / period of time) * (length of time considered).

Calculating Income discrepancies

Income Discrepancies are calculated in the following manner – Entire period of consideration versus income projection is calculated as follows:

(Projected Annual Wages and Benefits from Form HUD-50058) – (Reported Annual Wages and Benefits as derived from EIV Data)

DISCREPANCY ANALYSIS

For reports on income discrepancy the Section 8 Investigator or the Public Housing Manager will review the discrepant information to determine the basis for the differences in HUD reported income:

- a change of income;
- unreported income;
- fraud;
- EID
- Income started after effective date of recertification;

SAHA will compare income reported by tenants to the income retrieved through the EIV System. Discrepancies will be thoroughly investigated, and findings related to fraud, or purposeful omission will lead to backcharges and/or termination of housing assistance. However, SAHA will not pursue terminations of assistance until the EIV information has been independently verified by third party verification; and the tenant has been granted an opportunity to contest any such adverse action.

Failure to Report Accurate Information

If it is found the resident has misrepresented or failed to report to Management the facts upon which his/her rent is based so that the rent being paid is less than what should have been charged, then a increase in rent will be made retroactive.

Failure to report accurate information is also grounds for initiating eviction proceedings in accordance with SAHA's dwelling lease, or Section 8 Contract. [24 CFR § 966.4 (c)(2)]

Rent increases due to misrepresentation do not require a 30 days notice. SAHA will process an interim increase in rent if it is determined that the resident has misrepresented the facts upon which the rent is based. SAHA will apply any increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

FINDINGS WILL BE DOCUMENTED BY DEPARTMENT ON THE PHA INCOME DISCREPANCY LOG, AND THE INDIVIDUAL INCOME DISCREPANCY RESOLUTION REPORT; TO INCLUDE THE RESOLUTION AND DISPOSITION OF ALL FRAUD CASES, AND/OR REFERRAL TO THE HUD OFFICE OF OIG.

If it is determined that SAHA made a error, or the EIV data is in error that information will be recorded in the comments section on the PHA Income Discrepancy Log.

LEASE TERMINATION

The family will be terminated if members of the family commit fraud, bribery or any other corrupt or criminal act in connection with this program related to failing to report or underreporting income.

A Notice of Proposed Termination is issued to set up an appointment for resident to come in for an appointment for public housing (Section 8 –letter provides information to request an informal hearing).

At the time of the appointment, the public housing manager will present the resident with the facts in regards to the income discrepancy and inform the resident of the required corrective action:

- a) If it is determined that an error has been made in either the EIV data or SAHA records (i.e. social security number, etc.) the property Manager will allow the resident 10 days to provide proof of error;
- b) Enter into a payment agreement for the amount of overpayment in subsidies; (Any agreement over \$1,500 must be approved by Area Manager—public housing only). A signed statement will be completed by the resident to document the findings, along with the repayment agreement. If it is a couple, both parties must sign.
- c) If any resident fails to respond to the initial appointment; the resident will be issued a 2nd and final notice. If the resident fails to respond a Notice of Lease Termination will be issued. Resident still has the option of requesting a Grievance Hearing.
- d) If resident fails to sign a Repayment Agreement, property manager will issue a 30- day Notice to Vacate. Resident still has the option of requesting a Grievance Hearing.

REPPAYMENT AGREEMENTS

- Resident owes \$1.00 to \$499.00 <u>SEND NOTICE TO COLLECT -- amount due</u> in full;
- Resident owes \$500 to \$1,499-- <u>SEND NOTICE TO COLLECT --</u> you must do a repayment agreement; with a minimum of 1/3 down; MUST BE ENTERED IN MLS SYSTEM; and must be paid off within 1 yr.

Any alternate arrangements must be approved the Area Manager, or Division Director; however repayment agreements will not initiated in cases of fraud.

REFERRAL TO OIG

On all cases involving fraud where the amount of the overpayment in rental subsidy is \$1,500 or more the case will be referred to the HUD Office of OIG for further investigation and/or prosecution.

INFORMAL HEARINGS

Families may submit a written request for an informal hearing within ten days after the Date of Notice to Vacate, or Letter of Proposed Termination. An appointment will be scheduled within thirty days after the request is received, at

that time the family may bring evidence, witnesses, legal or other representation at their own expense.

If a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, termination of assistance will be upheld unless the family can show good cause for the failure to appear.

Balances Due SAHA

Any balances due SAHA due to fraud for underreported or unreported income will be entered into SAHA Bad Debt File. SAHA will not admit families who owe back balances. [See 24 CFR § 960.205 (b)(1)]

Remaining Family Members and Prior Debt

As a party to the lease, remaining family members 18 years of age or older (other than the head or spouse) will be held responsible for arrearages incurred by the former head or spouse. SAHA will not hold remaining family members (other than the head or spouse) responsible for any portion of the arrearage incurred prior to the remaining member attaining age 18.2. Remaining family members under age 18 shall not be held responsible for the rent arrearages incurred by the former head of household.

APPENDIX

- I. The Work Number
- II. The Attorney General Verification
- III. Notice of Proposed Termination w/Grievance Request
- IV. Sample Resolution Worksheet
- V. Income Discrepancy Checklist
- VI. Notice of Termination w/Grievance Request
- VII. Balance Due Letter

Source: San Antonio Housing Authority

Subject: The Work Number

Action: √ **Add** Working Notebook Tab 8 Verification Systems

REPLACE

DELETE

Effective Date: January 3, 2005 Issue Date: March 28, 2005

.....

Purpose: The Work Number is an income and employment verification service used by human service workers nationwide to determine eligibility for TANF, food stamps, low-income housing, welfare-to-work programs, cash assistance, Medicaid and other benefits. It's also used by Title IV-D directors to find child support evaders in cases where court orders have been established.

Background: Agencies can quickly prove what a client's current wage is, get income history, confirm a termination date or verify suspension of wages. It reduces paperwork, letting you get the job done faster, which benefits those in need that much faster. And, better data means you can make better eligibility decisions, which lead to **reduced overpayments and improved error rates**.

The Work Number is a unique source of timely and accurate data - furnished directly from payroll records of the nation's largest employers. Records are updated every pay period. Every month, more employers participate in The Work Number to make this data more readily accessible to human service workers. Today over 1,000 employers participate, including most federal government employers, large national corporations and local employers like hospitals and school districts. The Work Number has been enthusiastically embraced nationwide, and especially in the states of Louisiana, Missouri, Ohio, Texas and Virginia.

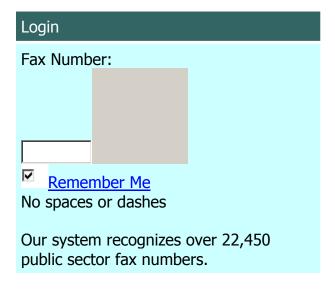
Applicability: To use the website, www.theworknumber.com, you need to click on one of the designated boxes (*Verifiers, Social services, Employees, or Employers*) and enter your organization's fax number in the login box in the upper right hand corner. If your fax number is NOT recognized, you must sign up for the service. (SAHA employees should be selecting the Social Services box). You may use The Work Number as an alternate source for UIV verification.

Instructions: How to register for the work number.

- 1. Go to the main page at www.theworknumber.com.
- 2. Click on one of the (4) boxes to select the information or service you are requesting. (SAHA employees should be selecting the Social Services box)

Verifier	Social Services	Employees	Employers
For Finance, mortgage, pre- employment & property management companies needing to verify someone's employment & income	For eligibility programs public housing, child support enforcement & other public assistance needs.	For employees wanting to give someone access to their income information (generate a salary key) or to use W-2 services.	For employer who wants a best practice solution for automating employment & income verification &W-2 processes.

3. The next page will appear in the upper right hand corner, enter your fax number, and press "GO".



4. Since your fax number is not registered you will be forwarded to the next screen.

Your fax number is not on file. Please complete the Service Agreement to register for <u>Standard Social Services</u> or <u>eXpress Social Services</u>. Please sign the Agreement and fax to 314-812-6860. Allow up to 72 hours for your information to be verified and registered. Thank you.

Fax Number:		
		number without "-") <u>Remember Me</u>
	<u> </u>	кеттеттрег ме
	CONTIN	UE >>>

Click on the Standard Social Service link and print the pages as instructed and fax to the phone number provided.

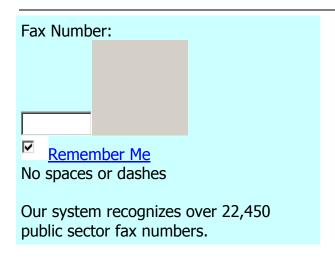
Instructions: How to request verification.

- 4. Go to the main page at www.theworknumber.com.
- 5. Click on one of the (4) boxes to select the information or service you are requesting.

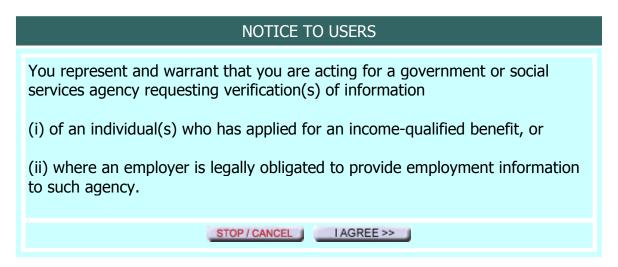
Verifier	Social Services	Employees	Employers
For Finance, mortgage, pre- employment & property management companies needing to verify someone's employment & income	For eligibility programs public housing, child support enforcement & other public assistance needs.	For employees wanting to give someone access to their income information (generate a salary key) or to use W-2 services.	For employer who wants a best practice solution for automating employment & income verification &W-2 processes.

6. The next page will appear in the upper right hand corner, enter your fax number, and press "GO".

Login



7. There after, the next page will appear, and select "I Agree".



8. Enter the name of the company where the applicant/resident is employed, then their social security number, and your name in the "Fax Attention" field. Click the "Submit Request" button. There after the information will be sent to you.



Attn: Sheila Sylvain, State Office Housing Authority/CCMS Liaison

OFFICE OF THE ATTORNEY GENERAL – STATE OF TEXAS CHILD SUPPORT ENFORCEMENT DIVISION 040 P O BOX 12017 AUSTIN TX 78711-2017

	Child(ren)'s Name(s):
RE:	
SSN:	
DOB:	
We are required to verify the income of all family mem We ask your cooperation by supplying the informat person. We will use any information you provide only and pledge to keep the data in strict confidence.	ion requested below about the referenced to determine the family's eligibility and rent,
Housing Authority Representati	ve:
Applicant/Tenant Release: I hereby authorize the release of the required informat	ion.
Signature:	Date:
	
PAID BY:	TO:
FOR CHILDREN:	
	_
PAYMENTS ARE FORWARDED TO: [] PE	
[] ST WELFARE	TATED DEPARTMENT OF PUBLIC
TTLE / UNL	

DATES OF PAYMENTS & AMOUNTS:Please provide a print-out of child support payments.



Date:

Unit ID:

San Antonio, TX

Dear

NOTICE OF PROPOSED LEASE TERMINATION

This notice is to inform you the San Antonio Housing Authority (SAHA) may terminate your Public Housing assistance, due to unreported income. This is a violation of your current SAHA Lease Section VII, Paragraphs; 4A, 5A, and 3C:

- 4A. Resident will furnish, upon request, applicable information needed for certifications for rent, eligibility, and unit size determinations.
- 5A. Resident's misrepresentation or failure, if any, to report facts relevant to the Annual re-examination (for example, changes in income and household members), or failure to sign and submit certifications and releases, as requested, shall be considered a serious violation of this Lease and grounds for termination of this Lease.
- 3c. If Resident did not timely furnish the information requested by Management or if Resident misrepresented and/or failed to report facts upon which rent was based, so that the rent being paid is less than the rent which should have been charged, the deficiency retroactive to the date the increase in rent should have taken effect will be due from and payable immediately by Resident.

In order to discuss this matter, an appointment has been set for you, at your development office on:

INSERT DATE--Appointment date should be within 7 days of date of letter. Insert Resident Name Insert Date

Page 2.

If you do not agree with this proposed termination, you may request an **informal hearing** within **ten (10) days** of the date of this letter (INSERT DATE). The request must be made in writing, and sent to:

Attention: Legal Department 818 S. Flores San Antonio, Texas 78204.

If you request an informal hearing, you may present any mitigating circumstances, at that time. If an informal hearing is not requested within the time specified, the recommendation to terminate shall stand.

If you require assistance, or you are an individual with a disability or other medical need who requires an accommodation with respect to this correspondence, you should contact your development Manager at (210) Insert Development Phone #.

Sincerely,

Property Manager CC: Resident File



REPAYMENT AGREEMENT

In accordance with the Code of Federal Regulations, Section 982.552, the San Antonio Housing Authority will not provide housing assistance (Section 8 or Public Housing) to a household having an outstanding debt, with SAHA or any other Housing Authority, until either the balance is paid in full or a Repayment Agreement has been executed.

All relevant family income information will be reviewed to determine the terms of the Repayment Agreement.

The minimum amount is \$500, which SAHA will enter into a payment agreement with a family. The maximum length of time to pay is one year. Outstanding balances below \$500 must be paid in full. To qualify for a payment agreement, the family must make a down payment of one third of the total amount owed.

The applicant and/or tenant will remain in good standing with the San Antonio Housing Authority as long as all payments are received by the 5th of each month. Failure to abide by this Repayment Agreement will result in the balance being due in full or the family will be subject to termination from the program.

This Agreement will be in default when TWO payments are delinquent. When the Repayment Agreement is in default, the entire debt will be due in full and no future repayment agreement will be made.

REPAYMENT AGREEMENT	
SSN of HOH:	SSN of Spouse or Co-HOH:
I/we, do hereby agree that of, as a result of my occupa	I owe the San Antonio Housing Authority the amount ancy at
This debt is the result of the follow	ving program violation(s):
	ent in the amount of \$, within ten days of this
date	
<u>I/we</u> will continue to pay \$e	ach month until the balance is paid in full. My
monthly payments will be due on	the 5th day of the month, and will be considered later
thereafter. The first monthly pays	ment of \$ will be due and payable on
	ove and understand my failure to abide by this sult in denial or termination of housing
Witness my signature this date:	
Applicant/Tenant Signature	SAHA Representative

SAMPLE RESOLUTION WORKSHEET

HUB San Antonio Hub

Field Office San Antonio City HUB Office

Housing

Authority TX006 Program Type PH

Head of Household Name Personal Identifier 50058 Date Reexamination Date

MEMBER/INCO
ME TYPE PIC REPORTED INCOME UIV REPORTED INCOME CORRECTIONS ERROR

TOTAL HOUSEHOLD INCOME		
DEDUCTIONS:		
DEPENDENT ALLOWANCE ELDERLY/DISA		
BILITY MEDICAL		
EXPENSES CHILD CARE EXPENSES		
OTHER TOTAL		
DEDUCTIONS		
ANNUAL ADJUSTED		
INCOME MONTHLY		
ADJUSTED INCOME		
INCOME		
MONTHLY TTP		
COMMENTS:	 	



Income Discrepancy Checklist

Development:	
Name:	
Personal Identifier: _	
50058 Date:	

I. SYNOPSIS

- a. What resources were used to discover fraud?
- b. How was fraud committed?
- c. How long has fraud been committed?
- d. What is the overpayment amount?

II. FRAUDULENT CERTIFICATIONS

- a. Annual Worksheets
- b. 50058's
- c. Tenant Statements

III. WAGE VERIFICATIONS

- a. EIV detail
- b. 3rd Party Verifications:
- c. Oral Verification of Employment
- d. Tenant Supplied
- e. Notorized Statements

IV. RENT CALCULATIONS

- a. Income Discrepancy Resolution
- b. Backcharge Ledger

V. OTHER PERTINENT DOCUMENTS

- a. Authorization for Release of Information
- b. Tenant Notes
- c. Tenant Ledger



San Antonio, TX

Dear

NOTICE OF TERMINATION

This notice is to inform you, it is the Housing Authority's intent to terminate your Public Housing Assistance, for the residence located at , with a proposed date of , 2006.

Your eligibility for continued program participation proposes to be terminated pursuant to the U.S. Department of Housing and Urban Development's Code of Federal Regulations "Family Obligations," 24 CFR § 982.552(c)(l)(i), which states the Housing Authority may deny assistance to an applicant or terminate program assistance for a participant, if the family violates any family obligations under the program.

Specifically, CFR § 982.551(b)(2) states "The family must supply any information requested by the Housing Authority for use in a regularly scheduled reexaminations or interim reexamination of family income and composition in accordance with HUD requirements." Information has been received which constitutes possible noncompliance with the rules and regulations governing the public housing program. Specifically, you have unreported family income.

If you do not agree with this proposed termination, you may request **an informal hearing** within **ten (10) days** of the date of this letter (). The request must be made in writing, **Attention**: Sherry Pontinen, to 818 S. Flores, San Antonio, Texas 78204.

If you request an informal hearing, you may present any mitigating circumstances, at that time. If an informal hearing is not requested within the time specified, the recommendation to terminate shall stand.

If you require assistance, or you are an individual with a disability or other medical need who requires an accommodation with respect to this correspondence, you should contact your development Manager at (210) Sincerely,

Property Manager xc: Resident File



PUBLIC HOUSING GRIEVANCE FORM

PRINT CLEARLY

PUBLIC HOUSING

NAME OF HEAD OF HOUSEHOLD
SOCIAL SECURITY NUMBER OF HEAD OF HOUSEHOLD
ADDRESS OF HEAD OF HOUSEHOLD
, LES CONTROLLES
CITY
STATE AND ZIP CODE
NAME OF DEVELOPMENT WHERE YOU RESIDE (IF APPLICABLE)
REQUIRED: TELEPHONE NUMBER: _ You can use a friend's number, if you do not have a telephone.
Reason for hearing:
HEAD OF HOUSEHOLD'S SIGNATURE:_ DATE:_
RETURN FORM TO THE MANAGER



BALANCE DUE LETTER

Dear :
This is to advise you that a recent review of our records indicates that you owe the San Antonio Housing Authority \$
This balance must be paid in full before you will be eligible to receive any future housing assistance. We recommend that you contact our agency at to make arrangements to reconcile the debt owed.
If the balance is less than \$500, you must pay the full amount due. If the balance is greater than \$500, you may enter into a Repayment Agreement, which requires that you make a down payment in the amount of 1/3 of the balance.
Failure to comply with this within 10 days of the date of this notice will result in the proposed termination of your housing assistance, effective
Any individual with a disability or other medical need who requires accommodation with respect to this correspondence should contact the San Antonio Housing Authority at (210) .
Sincerely,
Property Manager
Cc: Resident File



... for the people

If You Do Not



... for the people

To Obtain

or Attempt to Obtain

Housing Assistance

by Committing

F-R-J-D-D

CRIMINAL OFFENSE!



Authorized

Personnel



WARNING.

RESTRICTED



Document No: 6



SAN ANTONIO HOUSING AUTHORITY

Systematic Alien Verification for Entitlements (SAVE) Program User Manual

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1.INTRODUCTION

Section 121 of the Immigration Reform and Control Act of 1986 (IRCA), as amended by the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), requires verification of citizenship and immigration status of applicants applying for many federal, state, and local public benefits. Each applicant for benefits must declare in writing whether or not they are a citizen or national of the United States, and if not, that they are in a satisfactory immigration status.

The Illegal Immigration Reform and Immigrant Responsibility Act of 1996 requires the Immigration and Naturalization Service (INS) to respond to inquiries by federal, state, and local benefit issuing agencies and institutions seeking to verify or determine the citizenship or immigration status of any individuals within the jurisdiction of the agency for any lawful purpose.

If an applicant or recipient for any of the benefits listed in IRCA, as amended, is not a U.S. citizen or national, they must provide the benefit provider with documentation from the INS that contains their Alien Registration Number (A-Number), or verbally provide information from such documentation, that provides reasonable evidence of his or her current immigration status. The INS verifies the immigration status through automated and/or manual methods. The process of verification is known as the Systematic Alien Verification for Entitlements (SAVE) Program.

The INS is currently using the SAVE automated and manual verification processes to provide federal, state, and local benefit issuing agencies and institutions with information which will assist them in determining an individual's eligibility under Title IV of PRWORA.

1.1PURPOSE AND SCOPE

This manual describes the SAVE Program, including its legal basis, automated and manual verification processes, and administrative procedures. Chapter 2 gives general program guidelines and information on administration, and is designed for managers and supervisors at benefit issuing agencies and institutions. Chapter 3 provides a detailed overview of the primary verification process. Chapter 4 provides detailed instructions for performing secondary verification. This manual serves as both a training and reference guide for benefit providers and their managers.

2.SAVE PROGRAM

This chapter of the Systematic Alien Verification for Entitlements (SAVE) Program Manual describes the program and explains its legal basis and measures to safeguard the rights of naturalized citizens and non-citizens.

Any questions or comments regarding this chapter of the manual should be directed to the Immigration and Naturalization Service (INS) SAVE Program at (202) 514-2317.

2.1 Background

The SAVE Program is an intergovernmental information-sharing initiative designed to aid benefit providers in verifying an applicant's immigration status, thereby ensuring that only entitled applicants receive public benefits. The INS SAVE Program provides an information service for benefit issuing agencies and institutions. The INS does not make determinations on any applicant's eligibility for a specific benefit.

The SAVE Program has been in operation since 1987. Significant costs in claims for unentitled non-citizens have been avoided through benefit issuing agencies and institutions' participation in the SAVE Program.

2.2 SAVE Legal Basis

In 1986, Congress passed the Immigration Reform and Control Act of 1986 (IRCA), which required INS to establish a system for verifying the immigration status of noncitizen applicants for, or recipients of, certain types of federally funded benefits, and to make the system available to federal, state, and local benefit issuing agencies and institutions that administer such benefits. The IRCA and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), mandates the following programs and overseeing agencies to participate in the verification of an applicant's immigration status: the Temporary Assistance to Needy Families (TANF) Program, the Medicaid Program, and certain Territorial Assistance Programs (U.S. Department of Health and Human Services); the Unemployment Compensation Program (U.S. Department of Education); Title IV Educational Assistance Programs (U.S. Department of Housing and Urban Development).

The PRWORA created a very complex set of eligibility requirements that cannot be easily summarized. These requirements continue to be regularly amended by Congress. The PRWORA did not affirmatively make any person eligible for any benefit. Rather, it placed a new set of limitations on non-citizen eligibility on top of any pre-existing program requirements (some of which may have limited non-citizen eligibility). With certain exceptions, PRWORA made non-citizens who are not qualified aliens ineligible for federal public benefits, and aliens who are not qualified aliens or lawful non-immigrants or aliens paroled into the United States under Section 212(d)(5) of the INA for less than one year ineligible for state or local public benefits. There are also limitations on the eligibility of qualified aliens for benefits, again with exceptions. The PRWORA, as amended by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) and the Balanced Budget Act of 1997 (BBA), defines a "qualified alien" as:

- An alien who is lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- An alien who is granted asylum under Section 208 of the INA
- A refugee who is admitted to the United States under Section 207 of the INA
- An alien who is paroled into the United States under Section 212(d)(5) of the INA for a period of at least one year
- An alien whose deportation is being withheld under Section 243(h) of the INA (as in effect prior to April 1, 1997) or whose removal has been withheld under Section 241(b)(3)
- An alien who is granted conditional entry pursuant to Section 203(a)(7) of the INA as in effect prior to April 1, 1980
- An alien who is a Cuban/Haitian Entrant as defined by Section 501(e) of the Refugee Education Assistance Act of 1980
- Certain aliens who have been battered or subjected to extreme cruelty as defined in USC Section 1641 (c)

The PRWORA restrictions do not apply to all federal, state, and locally funded activities or programs; they apply only to non-exempted "federal public benefits" and "state and local public benefits." Therefore, benefit providers should first determine whether the particular program they administer is providing a "federal public benefit" or a "state and local public benefit" for which Title IV of PRWORA or other applied laws require alien eligibility. For example, emergency medical care and certain forms of disaster relief are exempt, as are other key benefits. If an agency requires further assistance in determining whether a specific benefit it administers is a federal, state, or local public benefit, it should contact the overseeing federal, state, or local Government agency, as that agency would be in the best position to make that determination.

The PRWORA defines "federal public benefit" as:

- Any grant, contract, loan, professional license, or commercial license provided by an agency of the United States or by appropriated funds of the United States.
- AND -
- Any retirement, welfare, disability, public or assisted housing, post-secondary education, food assistance, unemployment benefit, or any other similar benefit for which payments or assistance are provided to an individual, household, or family eligibility unit by an agency of the United States or by appropriated funds of the United States.

The PRWORA's definition of "state and local public benefit" parallels the definition of federal public benefit, except that it substitutes "state or local government" for "the United States." State or local public benefits do not include federal public benefits; therefore, a benefit cannot meet both definitions. If a benefit qualifies as a "federal public benefit," it is not a "state or local public benefit" regardless of whether state or local funding is also involved.

The IIRIRA requires INS to respond to inquiries by federal, state, and local benefit issuing agencies and institutions seeking to verify or determine the citizenship or immigration status of any individual within the jurisdiction of the agency for any lawful purpose. The INS is currently using the SAVE Program's automated and manual verification processes to provide federal, state, and local benefit issuing agencies and institutions with information which will assist them in determining an individual's eligibility under Title IV of PRWORA.

2.3 Program Components

As mandated by IRCA, INS developed an effective, secure, and cost effective method of verification. The SAVE Program relies on the Alien Status Verification Index (ASVI) database, which contains information on more than 60 million non-citizens. When accessed by the user, ASVI responds within 3 to 5 seconds of the query. The ASVI database is housed and maintained under contract with Lockheed Martin Integrated Business Solutions (LMIBS).

The automated process is known as the "primary verification." The following flow chart, Figure 2-1 shows the Primary Verification Process.

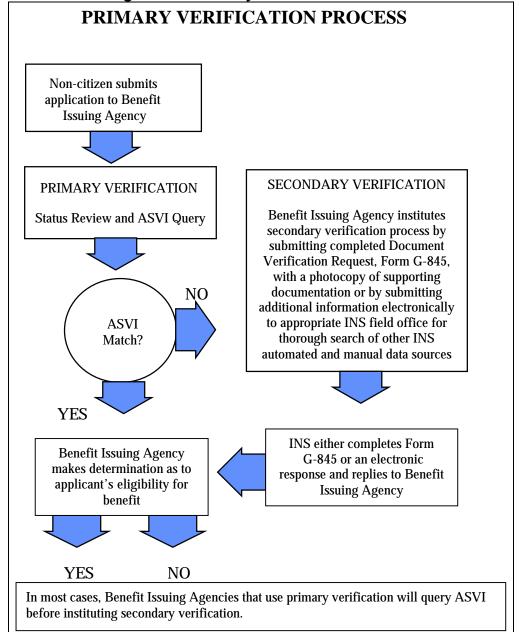
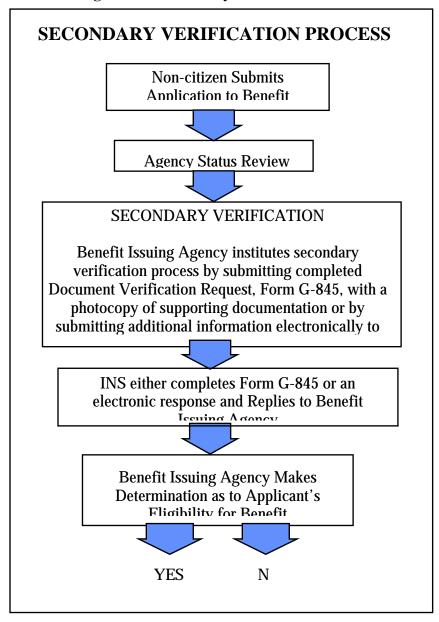


Figure 2-1: Primary Verification Process

In addition, SAVE verification is available through secondary verification if the use of ASVI is not cost-effective. The SAVE Program also requires participating benefit issuing agencies and institutions to use secondary verification when directed by an ASVI system message during primary verification, or when the primary check or initial inspection of a non-citizen's immigration documentation reveals material discrepancies or when verification of a naturalized citizen is required. See Figure 2-2 for a flow chart on the Secondary Verification Process.

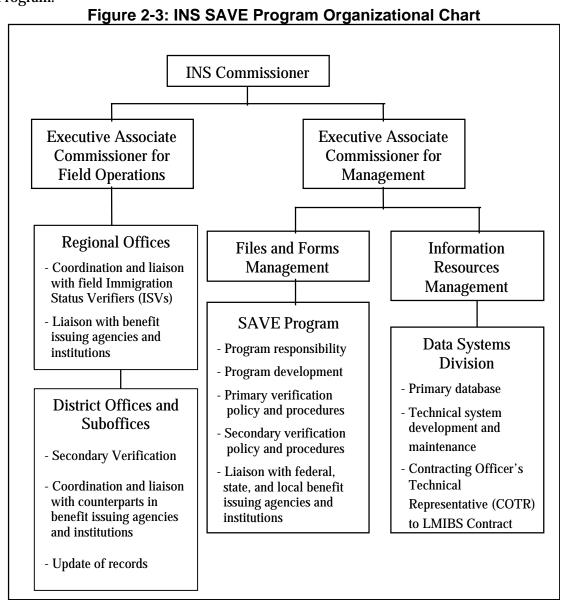
Figure 2-2: Secondary Verification Process



Agencies that do not access ASVI will proceed directly to the secondary verification

2.4 SAVE Program Administration

The SAVE Program is administered at the INS Headquarters Office in Washington, DC, by the Office of Files and Forms Management, SAVE Program. User agencies and institutions may contact INS SAVE Program staff at (202) 514-2317. The Data Systems Division of the INS Office of Information Resources Management has responsibility for providing technical support to the SAVE Program. The SAVE Program also provides policy and guidance relating to the secondary verification process to INS field offices. The INS Headquarters Office of Field Operations, Regional and District Offices, and Suboffices have operational responsibility for carrying out policy and guidance provided by the SAVE Program. Figure 2-3 is the INS organization chart as it relates to the SAVE Program.



Although IRCA, as amended by PRWORA, mandates only federal public benefit programs to participate in SAVE, any federal, state, or local benefit issuing agency or institution, or licensing issuing bureau that requires verification of a non-citizen's

immigration status may inquire about participation by contacting the INS SAVE Program at (202) 514-2317.

2.5 General Verification Procedures

At the time of application, all individuals applying for public benefits listed in IRCA and PRWORA, are required to declare in writing, under penalty of perjury, whether they are a United States citizen or a United States non-citizen national, or that they are in a satisfactory immigration status. If an applicant claims to have a satisfactory immigration status, they must present immigration documentation that the federal benefit provider is required to verify with INS, or that the state and local benefit provider can opt to verify with INS, via automated access to ASVI or through manual submission of a Document Verification Request, or both.

Detailed instructions for the primary and secondary verification processes are located in Chapters 3 and 4, respectively.

2.6 Legal Protection and Safeguards

Determination of Benefits

Award or denial of a benefit based on immigration status and the establishment of a fair hearing process are the responsibilities of the benefit issuing agency or institution. The benefit issuing agency or institution will obtain INS verification of immigration status, and determine whether or not the non-citizen is eligible for a benefit according to its own regulations.

Fair Hearing

Each benefit issuing agency or institution will maintain its own fair hearing and appeals process for individuals who have been denied benefits. The INS will provide the appropriate immigration technical consultation and witness support necessary to the agency or institution during the fair hearing process on a prearranged and approved basis. The INS should be consulted well before the hearing is scheduled to resolve any problems, such as data discrepancies or misunderstandings that might have led to the denial.

Nondiscrimination

Various Federal civil rights laws and regulations prohibit discrimination by governmental and private entities on the basis of race, color, national origin, gender, religion, age, and disability. Thus in operating or participating in a federally assisted program and implementing the requirements of the INA, as amended by PRWORA, including those described in this user's manual, a benefit issuing agency or institution should not, on the basis of race, color, or national origin, directly or indirectly differentiate among persons in the types of program services, aids, or benefits it provides or the manner in which it provides them. For example, benefit providers should treat all similarly situated individuals in the same manner, and should not single out individuals who look or sound foreign for closer scrutiny or require them to provide additional documentation of citizenship or immigration status.

Protection Under Federal Statutes

Certain data that is released during the verification process requires INS to comply with sections of the Privacy Act (5 U.S.C. 552a). Consequently, INS will maintain a Record of Disclosure on all alien registration numbers checked through the verification process for legal permanent residents (LPRs) and naturalized citizens. The following data will be maintained regarding each query, and it will be disclosed in accordance with the Privacy Act:

- Alien registration number
- Date and time of disclosure
- Benefit issuing agency or institution requesting immigration status verification
- Non-citizen's immigration status at the time of inquiry

The INS will protect an individual's privacy to the maximum degree possible, in accordance with the Immigration and Nationality Act and any other applicable statutes.

If an immigration document does not contain an alien registration number, INS will conduct computer checks against all available INS data systems during manual verification to determine the holder's immigration status. The INS will make a record of disclosure when all the following conditions hold true:

- It finds that an alien registration number exists for that applicant;
- The document appears bona fide; and
- The non-citizen's immigration status requires disclosure accounting.

The records of disclosure created by checks made against ASVI and other systems of records will be available to any person or agency in accordance with federal statutes.

The verification processes maintain an audit trail which is used for purposes of identifying inordinate and extraordinary use of Alien Registration Numbers. Examples of such suspicious activities include non-existent Alien Registration Numbers and numbers checked repeatedly from multiple localities within a short period of time. This information may be used by INS and other federal, state, and local law enforcement entities for investigation of possible criminal activity, in accordance with existing federal statutes. The ASVI audit trail will not be used by INS for non-criminal, administrative enforcement of immigration laws. Benefit issuing agencies or institutions that require information from the audit trail should contact the INS SAVE Program at (202) 514-2317.

Safeguards

The INS, participating benefit issuing agencies and institutions, and contractors shall protect the individual's rights to the fullest extent of the law.

Immigration and Naturalization Service. The SAVE Program has been implemented in a manner that provides for verification of immigration status without regard to sex, color, race, religion, or national origin of the individual involved. The INS stores information in a secure area in order to safeguard its confidentiality. Data usage is restricted to persons whose duties and responsibilities indicate a need for its review.

Participating Benefit Issuing **Agencies** and Institutions. Participating benefit issuing agencies and institutions shall provide a non-citizen applicant with a reasonable opportunity to furnish evidence of satisfactory immigration status. The benefit issuing agency or institution using SAVE should make the determination for itself whether benefits should be provided on an interim or temporary basis to applicants pending completion of the SAVE processes, applying any legal authority that may be relevant to that benefit. For provisions example. IRCA's statutory regarding Medicaid. unemployment compensation, and other Federal benefit programs required to use SAVE generally prohibit benefit issuing agencies and institutions determining eligibility for these benefits from delaying, denying, reducing, or terminating benefits pending SAVE verification.

Lockheed Martin Integrated Business Solutions (LMIBS). The database housed and maintained by LMIBS is a "read only" system. No update capability is available to the benefit providers. However, if data discrepancies in ASVI are discovered during manual verification, INS will update the database as necessary.

Safeguards (continued)

The LMIBS, under contract with INS, stores the database and provides access to authorized benefit issuing agencies and institutions using proper security safeguards. This system avoids dissemination of applicant information to unauthorized individuals or agencies.

3. Primary Verification Procedures

This chapter of the SAVE Program manual provides instructions for primary verification. It gives guidelines for evaluating non-citizen documentation, interpreting ASVI output, and selecting cases for immediate manual verification when necessary.

Questions, comments, and changes regarding information in this section of the manual should be directed to the INS SAVE Program at (202) 514-2317.

3.1 Background

SAVE Program participants will generally use the Alien Status Verification Index (ASVI) database, which contains information on more than 60 million non-citizens for initial automated status verification. This automated process is known as primary verification. When accessed by the user, ASVI will respond within 3 to 5 seconds of the query. Current users access the ASVI database, which is housed and maintained by Lockheed Martin Integrated Business Solutions (LMIBS), with any one of six access methods. Those methods of access include: 3270-terminal, Personal Computer, Point-of-Sale, Touch-Tone Telephone, Electronic File Transfer, or Remote Job Entry. The touch-tone telephone, point-of-sale, and electronic file transfer access methods are no longer available to new users of the SAVE Program.

In addition, SAVE verification is available to benefit issuing agencies and institutions through a manual verification process, known as secondary verification, when the use of ASVI is not cost effective. Secondary verification is also required when primary verification reveals material discrepancies or when the user is so directed by an ASVI system message.

3.2 General Verification Procedures

At the time of application, all individuals applying for the public benefit programs listed in the Immigration Reform and Control Act of 1986 (IRCA), as amended by the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), must declare in writing, under penalty of perjury, that they are United States citizens or United States non-citizen nationals and, if not, that they are in a satisfactory immigration status. If an applicant is not a citizen or non-citizen national of the United States, they must present immigration documentation that the benefit issuing agency or institution will verify with INS, through the automated system or by submitting a Document Verification Request, Form G-845, to INS.

3.3 Required Documentation

All non-citizens applying for public benefits must present immigration documentation, or in some cases, verbally provide information from such documentation, that the benefit issuing agency or institution determines is reasonable evidence indicating a satisfactory immigration status. The document must be returned to the non-citizen by the reviewing agency.

If an applicant presents an expired document or is unable to present any immigration documentation evidencing their immigration status, refer the applicant to the local INS Office to obtain documentation of their immigration status. In unusual cases involving applicants who are hospitalized or medically disabled, or who can otherwise show good cause for their inability to present documentation, and for whom securing such documentation would constitute an undue hardship, if the applicant can provide other identifying documentation i.e., marriage records, court orders, etc., the benefit issuing agency or institution may submit the Document Verification Request and, if applicable, a copy of any expired INS document presented, to the local INS Office to verify the applicant's immigration status.

Section 264 of the Immigration and Nationality Act (INA), 8 U.S.C. 1304, states non-citizens 18 years of age or older in the United States must have immigration documentation in their possession at all times. Non-citizens without documentation, such as those who claim documents were lost or stolen, should be referred to the local INS office (as shown in the U.S. Government listing of the telephone directory) to request new documentation prior to the initiation of primary or manual verification procedures.

Most non-citizen applicants will present documentation that contains an Alien Registration Number (A-Number). This number references an individual's non-citizen file at INS. The A-Number contains seven, eight, or nine numerical digits preceded by the letter A, e.g., A72 735 835. Each A-Number is unique in that it pertains to only one person; even minors and infants who are not citizens or nationals of the United States are assigned individual A-Numbers.

Immigration documentation includes but is not limited to the examples shown in Appendix A of this manual. Except for the Arrival-Departure Record, Form I-94, such documents should show the A-Number of the bearer. Some documents have expiration dates. These dates should be checked during the benefit issuing agency or institution's visual examination of the documentation. Some forms have been released in several editions and, therefore, valid documentation may not match the example exactly. The examples in Appendix A represent those INS documents that are most commonly presented and are not all inclusive. Appendix B-Glossary, defines terms related to immigration status.

A Form I-94 with the following endorsement will have an A-Number annotated on it and is an acceptable document as long as the expiration date has not passed: "Processed for I-551. Temporary Evidence of Lawful Admission for Permanent Residence. Valid until _______. Employment Authorized or Temporary Form I-551, Admission for permanent resident or (port) (date) verified." A non-citizen's passport may also contain the endorsement above and will have an A-Number annotated on the passport.

Non-citizens also may present other pertinent documents, such as marriage records or court orders, that indicate the identity or United States residency of the holder. Although these documents may not serve as adequate proof of immigration status, they may prove useful in the secondary verification process, when required.

Some INS documents do not contain a photograph of the bearer. When such documentation is presented, INS strongly recommends that the benefit provider ask for a document that includes a photograph, such as a driver's license or an employee badge. A copy of this document need not be provided during the secondary verification process because the purpose of requesting the document is to ensure that the benefit provider can identify the non-citizen satisfactorily.

3.4 Immediate Secondary Verification

Under most circumstances, an automated check of INS records through ASVI is the first step in the verification process. However, the following circumstances require that the benefit provider forego the use of ASVI and perform secondary verification immediately:

- A document appears to be counterfeit or altered. Characteristics of suspect documentation include photograph substitution and ink discoloration.
- A non-citizen presents unfamiliar INS documentation, or a document that indicates immigration status, but does not contain an A-Number.
- A non-citizen presents immigration documentation with an A-Number in the 60,000,000 or 80,000,000 series.
- The non-citizen has no immigration documentation and is hospitalized, medically disabled, or who can otherwise show good cause for their inability to present documentation, and for whom securing such documentation would constitute an undue hardship.
- The non-citizen presents a foreign passport and/or Form I-94 and the "Admission for Permanent Residence" endorsement is more than 1 year old.
- The applicant presents a Certificate of Naturalization or a Certificate of Citizenship, and verification of U.S. citizen status is required.

If a non-citizen applicant presents any of the above immigration documentation to the benefit issuing agency or institution, photocopies should be submitted immediately to INS with a completed Document Verification Request for secondary verification. See Chapter 4 of this manual for instructions on submitting a secondary verification request to INS.

3.5 ASVI ACCESS METHODS

Current users access the ASVI database with any one of six access methods. Those methods of access include:

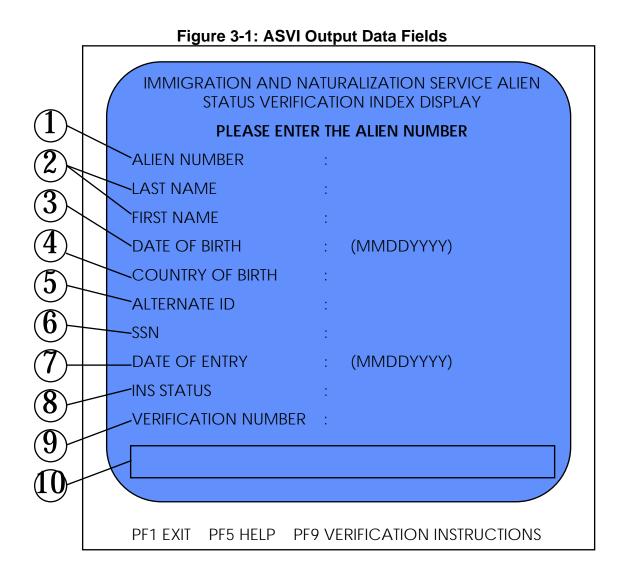
- ·3270-type terminal, or personal computer with 3270 emulation board, using a dedicated telecommunications line (interactive access, monitor, and printer)
- ·Personal computer (PC) or teletype terminal, using a standard telephone (asynchronous) line (interactive access, monitor and printer)
- ·Point-of-sale (POS) emulation (interactive access, PC, and printer)
- ·Touch-tone telephone or standard dial telephone with tone generator (interactive access, voice data response)
- ·Electronic file transfer (EFT) using personal computer with communications software, via a standard telephone or dedicated telecommunications line (batch access, monitor, and printer)
- ·Remote job entry (RJE) terminal, or personal computer with RJE emulation board, using a standard telephone or dedicated telecommunications line (batch access, monitor and printer)

The touch-tone telephone, point-of-sale, and electronic file transfer access methods are no longer available to new users of the SAVE Program. Contact the INS SAVE Program at (202)514-2317 to obtain step-by-step instructions for accessing ASVI via any of the other methods listed above.

3.6 Understanding ASVI Output Data

The data fields contained in the display or voice output response for most ASVI users are illustrated in Figure 3-1.

Benefit providers should compare data on the documentation to the corresponding fields in ASVI. The biographical data and status information in ASVI must correspond to the data on the documentation. If the benefit provider determines that discrepancies exist, he or she should initiate the secondary verification process, as instructed in Chapter 4. Secondary verification must also be initiated when ASVI returns the message "Institute Secondary Verification."



The following is provided to assist benefit issuing agencies and institutions in understanding the data output fields provided by ASVI:

Field	Explanation
1. Alien Number	An A-Number is a seven, eight, or nine-digit number referencing an actual paper file, known as the Alien File, relating to an individual. Each A-Number is unique in that it pertains to a single person; even infant and minor non-citizens are assigned individual A-Numbers. When entering an A-Number into ASVI, nine digits are required. If the A-Number is less than nine digits, add leading zeros. Do not enter the "A" in any case. Examples: A9 735 832 - enter as 009735832 A72 735 835 - enter as 072735835
2. Last Name	A999 999 999 - enter as 999999999 Hispanic surnames may include as many as four names, e.g., Rivera Gonzales de Cuervo. In some cases, applicants may hyphenate parts of the surname, e.g., Rivera-Gonzales de Cuervo, whereas the database seldom uses the hyphenated format. Some non-citizens may be registered under abbreviated or Anglicized versions of their names. ASVI also may give transposed versions of names, e.g., de Cuervo Rivera Gonzales. Refer to Appendix C for a more detailed explanation of Hispanic Names.
	In Asian cultures, the surname frequently is written before the given name. The names of non-citizens from such cultures may be recorded in transposed order in INS files. In the case of a recent marriage, the non-citizen may not have yet furnished the new name to INS. Hence, ASVI may not
First Name	reflect the name change. Many Hispanic first names consist of more than one word, for example, Maria de los Angeles. Connecting prepositions and articles such as "de la" may not have been recorded properly in INS records.
3. Date of Birth 4. Country of Birth	Occasionally, the month and day elements of the birth date may be transposed in the ASVI database or on a non-citizen's application for benefit. The INS registers the date of birth by month, day, and year using format MMDDYYYY, e.g., 01041957 is January 4, 1957. Some cultures record dates as day, month, and year using format DDMMYYYY, e.g., 01041957 is April 1, 1957. A non-citizen may continue to provide dates in this fashion. With certain access methods, only the first five letters of the

Field	Explanation
	name of the country of birth will be given in the ASVI response. In the case of Austria and Australia, however, only the last five letters of the country of birth would be shown in an abbreviated version of the country name.
	A non-citizen's country of birth is not necessarily their country of nationality, i.e., the country to which they owe allegiance.
5. Alternate ID	If a non-citizen also has an Admission Number (Number issued to a non-citizen on an Arrival-Departure Record, Form I-94), it will be displayed in this field. Querying ASVI by the Admission Number is also available to benefit issuing agencies and institutions if there is a reasonable need and accessing ASVI by this number is found feasible by the INS SAVE Program.
6. Social Security Number (SSN)	INS records currently do not contain a Social Security Number for every non-citizen on file. When the SSN is available, ASVI will announce the SSN, for touch-tone telephone access, or will fill the display field with the SSN for other access methods.
7. Date of Entry	This date represents the non-citizen's most recent entry into the United States or the date his or her status was adjusted to a lawful permanent resident. The INS uses numeric representation in the format MMDDYYYY.
8. INS Status	INS has over 650 alphanumeric codes that identify a non-citizen's immigration status. ASVI displays or announces one of these codes when a query is performed. The codes are categorized into six groups that correspond to interpretative messages listed in item number 10 below. Benefit issuing agencies and institutions can obtain a description of INS codes of admission by contacting the INS SAVE Program.
9. Verification Number	The system will provide a unique verification number with the output from every query. This number will contain information that identifies the query. Users should always record this number in the applicant's file for both quality assurance and ease in processing Freedom of Information Act requests.
10. ASVI System Message/Employm ent Eligibility Statement	This message helps the benefit-issuing agency or institution verify that a non-citizen's immigration status is valid or if a secondary verification is required. It also provides employment eligibility information. Most users will receive one of the seven messages listed below:

Field	Explanation
	 Lawful Permanent Resident - Employment Authorized Refugee - Employment Authorized Asylee - Employment Authorized Cuban/Haitian Entrant - Temporary Employment Authorized Section 245A Temporary Resident - Temporary Employment Authorized Section 210 Temporary Resident - Temporary Employment Authorized Application Pending - Temporary Employment Authorized Institute Secondary Verification
	If one of the first six messages is received, normal user agency procedures for issuing benefits may continue. The seventh message, "Institute Secondary Verification," requires further inquiry into INS records. When this message appears, manual verification procedures, as described in Chapter 4, should be followed.

3.7 General Information

Technical

Assistance

System Hours

The ASVI database is available for interactive queries between 7:00 a.m. Eastern Standard Time (EST), and 8:00 p.m. Pacific Standard Time (PST), Monday through Friday.

Users should call the Customer Service Help Desk regarding technical problems with the ASVI System such as inability to access the system, exceptionally slow response times, and system failures. The Customer Service Help Desk provides support Monday through Friday, 8:00 a.m. EST to 8:00 p.m EST via its toll-free telephone number, 1-800-467-0375.

ProgramAssistance
The INS SAVE Program will answer questions regarding program policies and enrollment procedures. Personnel are available from 7:30

a.m. EST to 5:00 p.m. EST, Monday through Friday, at

(202) 514-2317.

3.8 ASVI ENROLLMENT PROCESS

After a benefit issuing agency or institution expresses interest and receives approval from INS to participate in the SAVE Program, the procedures below should be followed:

Step	Action
1.	The benefit issuing agency or institution determines the best access method to meet their needs in light of the size and scope of the estimated non-citizen population. The INS SAVE Program can provide assistance in this area.
2.	A Memorandum of Understanding (MOU) is formalized with INS. An example of suggested language for a MOU is available from the INS SAVE Program.

Step	Action	
3.	The benefit issuing agency or institution prepares a purchase order for teleprocessing services based on estimated usage and access method selected, and mails it to the INS contractor at the following address: Lockheed Martin Integrated Business Solutions, 12506 Lake Underhill Road, MP-266, ATTN: Kim Pearson, Contracts Administrator, Orlando, FL 32825-5002. Each benefit issuing agency or institution should prepare a purchase order form that is used within each respective office. The purchase order should contain the following information:	
	Length of service	
	Obligated dollar amount	
	Citation of INS contract number	
	Original signature of appropriate representative	
	Each benefit issuing agency or institution <u>must</u> complete a new purchase order form each fiscal year (by October 1) in order to continue accessing the ASVI	
	database.	
4.	The contractor enrolls the benefit issuing agency or institution in the SAVE Program and assigns an account number. Appropriate user identification	
	numbers, authorization codes, and instructions for accessing the ASVI database	
	are provided at this time.	
	are provided at this time.	
5.	The benefit issuing agency or institution accesses the ASVI database.	

3.9 ASVI BILLING PROCESS

The following are billing procedures:

Step	Action
1.	The agency or institution accesses ASVI with a unique user identification number.
2.	The contractor collects usage data.
3.	The contractor prepares the billing.
4.	The contractor sends the invoice to the benefit issuing agency or institution's resource accounting division.

4. Secondary Verification Procedures

This chapter of the SAVE Program Manual provides instructions for secondary verification, for both the Alien Status Verification Index (ASVI) and non-ASVI user. It gives guidelines for initiating secondary verification and understanding INS' response to the verification request.

Questions and comments regarding secondary verification should be directed to the INS SAVE Program at (202)-514-2317.

4.1 BACKGROUND

The SAVE Program requires participating agencies and institutions to submit secondary verification requests to the INS under specified circumstances. The INS conducts thorough searches of applicable INS databases and paper files, as necessary, to respond to such secondary verification requests. A combination of both the primary and secondary components of the SAVE Program are used by a large number of SAVE users. However, status verification involving only the secondary process is available to benefit issuing agencies and institutions that have a very small number of non-citizen applicants for benefits.

The purpose of the secondary verification process is two-fold. First, it allows agencies to participate in the SAVE Program when access to the automated system would not be cost effective. Second, it provides a thorough search of all applicable INS automated databases and paper files when questions arise during the visual verification of documentation or the primary verification.

4.2 INITIATING SECONDARY VERIFICATION

Benefit issuing agencies and institutions with access to ASVI will perform primary verification for most non-citizen applicants prior to initiating secondary verification procedures. However, certain circumstances require that the benefit provider forego the use of ASVI and perform secondary verification immediately. Refer to the "Immediate Secondary Verification" topic in Chapter 3 for circumstances that require immediate secondary verification. Additionally, secondary verification should occur after an automated ASVI check when:

- ASVI returns a response of "Institute Secondary Verification"
- A material discrepancy between an applicant's immigration documentation and the record contained in ASVI exists
- A non-citizen claims they obtained Lawful Permanent (or Conditional) Resident Status because they were a battered alien, a parent of a battered child(ren), or a victim of domestic violence. Refer to the <u>Interim Guidance on Verification of Citizenship</u>, <u>Qualified Alien Status</u>, and <u>Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996</u>, 62 FR 61344 at Exhibit B to Attachment 5 (Nov. 17, 1997), for instructions on verifying non-citizens claiming status in this category.
- Sponsorship information from the non-citizen's Affidavit of Support (Form I-864) is required

4.3 OBTAINING SECONDARY VERIFICATION

To obtain secondary verification, the benefit provider will forward a completed Document Verification Request with fully readable photocopies of both sides of the non-citizen's immigration documentation to their local INS Office for review. The INS Offices are listed by state and county in Appendix D; their addresses are given in Appendix E.

Benefit issuing agencies and institutions mandated by the Immigration Reform and Control Act of 1986 (IRCA) to participate in the SAVE Program are required to use Form G-845S, Document Verification Request and all other participating benefit issuing agencies and institutions must use Form G-845, Document Verification Request. The Document Verification Request Supplement, Form G-845 Supplement, can be used in conjunction with both forms, but not separately to obtain additional immigration information required to make a determination for benefit eligibility as a result of the PRWORA, as amended. These forms are included in Appendix F and can be copied by benefit issuing agencies and institutions for use in instituting secondary verification.

A separate Document Verification Request should be completed for each applicant and should include copies of the documents for that person only. If a family unit has applied for a benefit, each member will require a separate Document Verification Request.

4.4 ATTACHMENTS

A photocopy of all applicable printed pages of each piece of immigration documentation presented should be attached to the Document Verification Request. The INS requires that benefit issuing agencies and institutions copy all printed sides of each INS-issued card or form presented. When the non-citizen presents a foreign passport as documentation, INS only requires copies of those pages that identify the issuing country, holder, and immigration status while in the United States (i.e., Form I-94 INS stamp).

If the applicant presents expired immigration documents or is unable to present any immigration documentation evidencing his or her immigration status, the benefit issuing agency or institution should refer the applicant to the local INS office to obtain documentation of status. In unusual cases involving applicants who are hospitalized or medically disabled, or who can otherwise show good cause for their inability to present documentation, and for whom securing such documentation would constitute an undue hardship, if the applicant can provide other identifying documentation i.e., marriage records, court orders, etc., the benefit issuing agency or institution may file the Document Verification Request, and, if applicable, copies of any expired INS documents presented, with the local INS office to verify immigration status. As with any documentation of immigration status, the benefit issuing agency or institution should confirm that the status information received from INS pertains to the applicant whose identity has been verified.

Although an INS document is all the identification required to complete the secondary verification request, the attachments may include identification bearing a photograph of

the applicant. If the non-citizen has presented another pertinent document, such as a marriage record or court order, it may be included as well. Refer to Appendix A for examples of commonly presented INS documentation. Note that other INS forms can serve as valid identification documents.

The name and address of the benefit issuing agency or institution submitting the Document Verification Request should be typed or stamped in the block labeled "From." The INS office address the Document Verification Request is being sent to should be typed or stamped in the block labeled "To."

4.5 Completing the Document Verification Request

The Document Verification Requests (Form G-845S and Form G-845) (see Appendix F) should be completed as fully as possible by the submitting agency. It is essential that the form contain sufficient information to verify the immigration status of the non-citizen. The benefit issuing agency or institution completes Section A.

The following chart provides instructions for completing Section A of Form G-845S and Form G-845.

Field	Field Instructions	
Field	Instructions	
1.Alien Registration	Enter the alien registration number as the letter A	
Number or I-94	followed by a series of seven, eight, or nine digits. The	
Number	admission number found on the Form I-94 consists of	
	eleven digits and is found at the upper left-hand corner of	
	the form. It may assist in the various searches made	
	during secondary verification.	
2. Applicant's Name	Enter last, first, and middle name of applicant. If	
''	documentation indicates more than one variation of the	
	name, enter all versions. Appendix C provides	
	information on Hispanic names.	
	"F "	
3. Nationality	Enter the foreign nation or country to which the applicant	
	owes allegiance. This is normally, but not always, the	
	country of birth.	
	J	
4. Date of Birth	Enter the birth date using the MM/DD/YYYY format. If	
	the complete date of birth is not known, give available	
	information.	
5. Social Security Number	Enter the non-citizen's nine-digit Social Security number,	
	if known. Copy the number directly from the non-	
	citizen's Social Security card whenever possible.	
	chizen s social security card whenever possible.	
6. Verification Number	Enter the verification number assigned when ASVI was	
o. vermeanon rumber	Lines the verification number assigned when ASVI was	

Field	Instructions
	queried, if applicable. If ASVI was not queried, enter "none."
7. Photocopy of Document Attached and Other Information Attached	Indicate that INS documentation is attached by checking the top box. Use the bottom box if other information has been included in support or in lieu of INS documents.
8. Benefit/Your Case Number	If completing the Form G-845S, mark the blocks showing the benefit program(s) for which the non-citizen has applied. If completing the Form G-845, enter the benefit program(s) for which the non-citizen has applied. This block may also be used to show the benefit issuing agency's or institution's case number.
9. Name of Submitting Official	The name of the submitting official from the benefit issuing agency or institution should be entered.
10. Title of Submitting Official	The title of the submitting official from the benefit issuing agency or institution should be entered.
11. Date	The date the Document Verification Request is being completed by the submitting official from the benefit issuing agency or institution should be entered.
12. Telephone Number	The telephone number that the Immigration Status Verifier can contact the submitting official from the benefit issuing agency or institution, if necessary, should be entered

The name and address of the benefit issuing agency or institution submitting the Document Verification Request should be typed or stamped in the box labeled "From." The INS office address the Document Verification Request is being sent to should be typed or stamped and the box labeled "To."

4.6 Completing the Document Verification Request Supplement

The Document Verification Request Supplement (G-845 Supplement) (See Appendix F) may only be used in conjunction with the Document Verification Request (Form G-845S or Form G-845), not separately. It should also be completed as fully as possible by the benefit issuing agency or institution. The following information should be provided on Form G-845 Supplement by the benefit issuing agency or institution

- Non-citizen applicant's last, first, and middle name;
- Social Security Number (if available);
- Alien Registration Number (A-Number) and/or I-94 Number;
- Typed or stamped name and address of submitting agency;

- Current date;
- Submitting agency's telephone number.

Refer to the "Completing the Document Verification Request" topic in this Section for more detailed instructions on providing this information.

The benefit issuing agency or institution should indicate what status information is required from INS by checking off the appropriate numbered block9s) in the "Complete the following items:" section on the top portion of the Form G-845 Supplement. It is very important that the benefit issuing agency or institution complete this section, so that INS can provide all appropriate INS status information required to make a determination regarding the applicant's eligibility for benefits under Title IV of PRWORA, as amended. The following INS information can be obtained by submitting Form G-845 Supplement:

- 1. Immigration status;
- 2. Date alien entered the United States;
- 3. Date status was granted;
- 4. Date status expires;
- 5. Citizen status;
- 6. Special benefit provisions for certain victims of abuse; and
- 7. Affidavit of Support.

4.7 Mailing Document Verification Requests

Photocopies of documentation should be stapled to the Document Verification Request with a single staple in the upper left-hand corner. The form and documents can be folded and placed in a window envelope, with the block labeled "To" showing in the address area. More than one G-845 can be mailed in a single envelope; however, INS discourages benefit issuing agencies and institutions from collecting forms over an extended period of time in order to mail them in bulk.

All benefit issuing agencies and institutions should mail Form G-845 to their local INS Office. The notation, "ATTN: Immigration Status Verifier," should be included on the envelope to ensure proper handling by the INS mailroom. Immigration Status Verifiers (ISVs) are located in INS Offices throughout the United States, Puerto Rico, Virgin Islands, and Guam. To determine the correct INS Office, review the list of states and counties in Appendix D; their mailing addresses are included in Appendix F.

4.8 Obtaining Copies of the Document Verification Requests and Supplement

Benefit issuing agencies and institutions may duplicate the Document Verification Requests and Supplement provided in Appendix F; both forms should be reproduced as two-sided documents. Additional copies of the forms may also be obtained as follows:

1. Request Document Verification Request (Form G-845S and Form G-845) and the Document Verification Supplement (Form G-845 Supplement) from the INS Form Distribution Center serving your region as noted below:

East of the Mississippi River:Eastern Forms Center P.O. Box 567 Williston, VT 05497

West of the Mississippi River:Forms Center West 5600 Rickenbacker Road Building 701A Bell. CA 90201

- 2. Download the Document Verification Requests and Supplement from the Internet: www.usdoj.gov/ins/forms.
- 3. Call the INS Forms Request Line: 1-800-870-3676. (Due to the high volume of calls to this line, the best time to call is early on weekday mornings.)

4.9 Document Verification Request and Supplement responses

Immigration Status Verifiers (ISVs) will research the non-citizen applicant's records in INS automated databases and paper files, complete the response portion, Section B, of the Document Verification Request, and return both the form and attached photocopies to the requesting agency within ten working days of receipt by the local INS Office for mandated benefit issuing agencies and institutions, and within the timeframe specified in the Memorandum of Understanding (MOU) for all other benefit issuing agencies and institutions.

The secondary verification process includes the following:

- Examination of the photocopies of the immigration documentation
- Search of all applicable INS records systems (both automated and manual)
- Review of the applicant's Alien File (A-File), if required
- Evaluation of findings
- Determination of immigration status
- Return Form G-845 to benefit issuing agency or institution

Automated INS databases and paper files that may be used include:

- Central Index System (CIS) The most complete online record of non-citizens and naturalized citizens in the United States
- Non-immigrant Information System (NIIS) An automated database that contains information on non-immigrants, such as visitors and foreign government officials
- Computer-Linked Application Information Management System (CLAIMS) A national automated database that records and tracks cases for immigration benefits
- Students/Schools System (STSC) The online file of foreign students in U.S. academic and vocational educational institutions
- Deportable Alien Control System (DACS) An automated database that records activities associated with aliens who are detained or placed under docket control for deportation or exclusion
- Alien Files The paper files on non-citizens in the United States

- INS Microfilm Files Files containing pre-CIS records
- Federal Records Center Index Resource used to access retired government records

A description of each of these sources is located in Appendix G.

4.10 Understanding the INS Response
The Document Verification Request and Supplement are self-reply forms. The ISV will check all appropriate statements on the lower half and back of the Document Verification Request, and, if applicable, on the lower half and back of the Document Verification Request Supplement, to indicate the applicant's immigration status and work eligibility. Statements on the front of the Document Verification Request are interpreted as follows:

Block	Explanation
1. This document appears valid and relates to a <u>Lawful</u> <u>Permanent Resident</u> alien of the United States	Checked when the documentation submitted is determined to be a valid Form I-551, or a valid Form I-94, with the notation "Processed for I-551, Temporary Evidence of Lawful Admission for Permanent Residence." (The term temporary here refers to documentary evidence. It is not intended to imply that the immigration status itself is temporary.) Immigration law allows this person to live and work in the United States on a permanent basis.
2. This document appears valid and relates to a <u>Conditional Resident alien</u> of the United States	Checked when the documentation submitted is determined to be a valid Form I-94 stamped with the notation Processed for I-551, "Temporary Evidence of Lawful Admission for Permanent Residence," or a valid Form I-551. Under the law, this person is allowed to live and work in the United States. However, INS will reevaluate his or her status within 2 years. Conditional resident noncitizen status is normally granted to non-citizens that marry U.S. citizens or nationals, or lawful permanent resident non-citizens of the United States.
3. This document appears valid and relates to an alien authorized employment as indicated below:	Checked to indicate if the authorization covers full-time or part-time employment and when, if applicable, the period of employment will expire. "Indefinite" will be indicated if there is no specific expiration date for employment eligibility.
4. This document appears valid and relates to an alien who has an application pending for:	Checked when a non-citizen's application for a new immigration status or change of immigration status is pending. If a change of status is pending, the appropriate block indicating the current status will also be checked. (When an application is pending, it means that a determination has not yet been made by the INS.)
5. This document relates to an alien having been granted	Checked when a non-citizen has been granted asylee or refugee status in the United States, because of persecution or a well-founded fear of persecution in his or her country

Block	Explanation
asylum/refugee status	of nationality. These statuses are considered temporary.
in the United States.	Documentation presented may include Form I-94,
	Stamped with "Section 207—Refugee" or "Section 208—
	Asylee" or a Form I-571, Refugee Travel Document.
6. This document	Checked for a non-citizen who has been allowed to enter
appears valid and	the United States under emergency conditions or when his
relates to an alien	or her entry has been determined to be in the public
paroled into the	interest. This status is temporary. Documentation
United States	presented may include Form I-94, stamped with "Section
pursuant to Section	212(d)(5) - Parolee."
212 of the INA	

7. This document appears valid and relates to an alien who is a <u>Cuban/Haitian</u> entrant	Checked for Cubans who entered the United States between April 15, 1980, and October 10, 1980, and Haitian who entered the country before January 1, 1981. This is a temporary status. Documentation presented may include Form I-94, stamped Cuban/Haitian Entrant. This status is covered by Section 501(e) of the Refugee Education Assistance Act of 1980, as amended.
8. This document appears valid and relates to an alien who is a conditional entrant	This category of non-citizens was originally defined by Section 203(a)(7) of the INA but was abolished by the Refugee Act of 1980. The INS no longer provides benefit issuing agencies and institutions with this response.
9. This document appears valid and relates to an alien who is a <u>nonimmigrant</u>	Checked to indicate a non-citizen who is temporarily in the United States for a specific purpose. This category includes students, visitors, and foreign government officials. Documentation presented may include Form I- 94.
10. This document appears valid and relates to an alien <u>not</u> authorized employment in the United States	Checked when a non-citizen's status prohibits employment in the United States.
11. Continue to process as legal alien. INS is searching indices for further information	Checked if INS will withhold judgment regarding the status or validity of documentation pending further investigation. This statement does not imply that the applicant is an illegal non-citizen or the holder of fraudulent documentation. The non-citizen should be presumed eligible while INS' final notification regarding immigration status is pending.

12. This document is not valid because it appears to be:	Checked for expired documentation or when the documentation appears to be counterfeit or altered. If necessary, the ISV will use the back of the Form G-845 to elaborate on this entry. When the entries for counterfeit or altered documents are checked, the requesting agency or institution should follow its own guidelines for investigating and prosecuting cases of fraudulent
	investigating and prosecuting cases of fraudulent documentation.

The Comments block on the second page of the Document Verification Request is used to provide the benefit provider with further instruction. It includes the following statements: Checked when the benefit issuing agency or institution is 13. No determination required to resubmit the Document Verification Request can be made from with copies of both sides of the original immigration the information documentation presented by the non-citizen applicant. submitted. Please obtain a copy of the original alien registration documentation and resubmit. 14. No determination Checked when the benefit issuing agency or institution is can be made without required to resubmit the Document Verification Request seeing both sides of with copies of all sides of each document presented by the non-citizen applicant. the document submitted (please resubmit request) 15. Copy of document Checked when the benefit issuing agency or institution is is not readable required to resubmit the Document Verification Request (please resubmit with higher quality copies of the original immigration request) documentation presented by the non-citizen applicant.

Blocks 16 and 17 were originally designed to assist benefit issuing agencies and institutions in determining when a non-citizen applicant was Permanently Residing [in the United States] Under Color of Law (PRUCOL). The INS would indicate if this class or category of non-citizen applicants were actively being pursued for expulsion at that time. The PRWORA replaced the PRUCOL doctrine, and Immigration Status Verifiers (ISVs) were instructed to no longer provide PRUCOL status determinations to benefit issuing agencies and institutions. However, the Non-citizen Benefit Clarification and Other Technical Amendments Act of 1998 amended PRWORA and requires INS to provide PRUCOL information to the Social Security Administration's Supplemental Security Income Program (SSA/SSI). Currently, SSA/SSI is the only program receiving PRUCOL determinations from INS.

Any additional ISV comments will be included at block 18.

The ISV will stamp and initial the front of the Document Verification Request in the block labeled "stamp."

The following is an explanation of the INS information a benefit issuing agency or institution can obtain from the INS on the Document Verification Request Supplement:

- 1. **Immigration status.** The INS will provide the non-citizen applicant's current immigration status by conducting a thorough search of INS automated databases and paper files.
- 2. **Date alien entered the United States.** The INS will provide the original date the non-citizen applicant entered the United States. (This date is not always the same as what is provided through ASVI, when a non-citizen adjusts his or her immigration status. In most cases, the date of entry changes in ASVI to reflect the date the non-citizen obtained his or her Lawful Permanent Resident status.)
- 3. **Date status was granted.** The INS will provide the date the non-citizen obtained his or her current immigration status as noted in paragraph 1 above.
- 4. **Date status expires**. The INS will provide the date the non-citizen's immigration status expires. If the non-citizen's immigration status is indefinite, INS will provide this information in the response.
- 5. **Citizen status**. The INS will confirm whether a prior non-citizen naturalized and is a United States citizen.
- 6. **Special Benefit Provision for Certain Victims of Abuse**. The INS will confirm whether or not a non-citizen obtained his or her Lawful Permanent (or Conditional) Resident status because he or she was a battered alien or a parent of a battered child(ren) or a victim of domestic violence.
- 7. **Affidavit of Support.** The INS will confirm whether or not the non-citizen was sponsored on Form I-864, Affidavit of Support, and if so, INS will provide sponsorship information.

The ISV will initial and stamp the back of the form in the block labeled "Stamp."

When the Document Verification Request and Supplement are returned, the benefit issuing agency or institution must refer to its own eligibility requirements to determine if the applicant qualifies for a benefit. The benefit provider makes the actual decision on award or denial of a benefit and is responsible for the establishment of a fair hearing process.

4.11 Delayed Replies

The Document Verification Request has been designed to allow rapid response to the submitting agency from INS. Mandated benefit issuing agencies or institutions should

allow ten working days for processing. Other benefit issuing agencies and institutions should wait until the expiration of the timeframe specified in the MOU for all other benefit issuing agencies and institutions before contacting the INS Office to request information about verification. When it becomes necessary to contact the INS Office regarding the status of a request, the benefit issuing agency or institution should be prepared to furnish the non-citizen's name, A-Number or Admission Number, and the date the original Document Verification Request was mailed to INS.

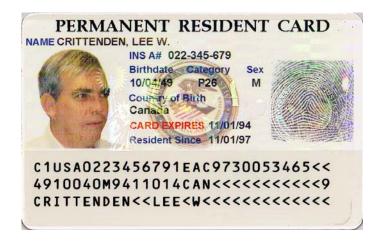
4.12 INS Record Keeping

The INS retains records on the secondary verification process to comply with the Privacy Act.

If any documentation submitted to an ISV indicates criminal misuse of government documents, it may be duplicated and forwarded to the Investigations Branch of INS or to other law enforcement agencies for initiation of an investigation or prosecution action, as may be appropriate. The benefit issuing agency or institution should follow its own guidelines for investigation and prosecuting cases of fraudulent documentation.

Sample Immigration Documents

Permanent Resident Card, Form I-551: Issued by INS after December 1997, this card is the current version given to lawful permanent resident (lawful immigrant) non-citizens. The status is indefinite. The document is valid for ten years. Note that the card title was changed from Resident Alien to Permanent Resident Card. This card is commonly referred to as a "green card."



Form I-551 (DEC 1997) - Photo Side



Form I-551 - Reverse

Resident Alien Card, Form I-551: This version was revised in August 1989, and was the first Resident Alien Card to contain an expiration date. This card is valid for two years from the date of admission or adjustment for conditional permanent resident aliens and 10 years from issuance for lawful permanent resident aliens. The expiration date indicates when the card expires and must be renewed. It does not indicate that the non-citizen's status expires. The card was modified in January 1992 when a white box was added behind the fingerprint. The modified version is still being issued today. This card is also commonly referred to as a "green card."



Form I-551 (AUG 1989) - Front

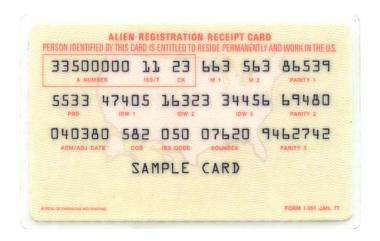


Form I-551 (JAN 1992) - Front

Resident Alien Card, Form I-551 - This card was introduced after March 1977 and phased in over a period of time. Although this card is no longer issued, it is valid indefinitely. In addition to the photograph, the I-551 will contain the bearer's signature and photograph. This card was issued to legal permanent residents and is also referred to as a "green card."



Form I-551 (JAN 1977) - Front



Form I-551 - Reverse

Alien Registration Receipt Card, Form I-151: This card was introduced in 1946 and issued to legal permanent residents. Through 18 years of various revisions, it remained primarily green in color causing it to become known as a "green card." As of March 20, 1996, the Form I-151 is no longer acceptable as evidence of lawful permanent resident status. If a non-citizen is in possession of a Form I-151, it does not revoke his or her legal permanent resident status; however, the document itself is expired and the applicant should be referred to INS for a replacement card.



Form I-151 - Front



Form I-151 - Reverse

Employment Authorization Document, Form (I-766): This card was introduced in January 1977 and is issued to non-citizens who are not permanent residents but have been granted permission to be employed in the United States for a specific period of time. The card is a credit card type document that contains an expiration date.



Form I-766 - Front

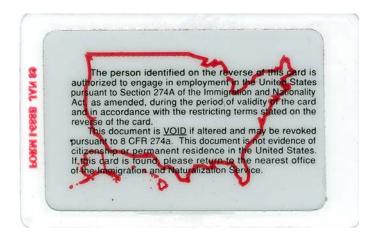


Form I-766 - Reverse

Employment Authorization Document, Form I-688B: As with the Form I-766, the Form I-688B is issued to non-citizens who are not permanent residents but have been granted permission to be employed in the United States for a specific period of time. The Form I-688B contains an expiration date.

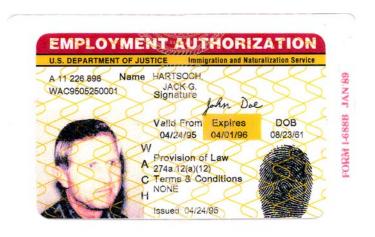


Form I-688B - Front



Form I-688B - Reverse

In May 1995, some INS offices began issuing a modified I-688B. Note that in this version the name is printed on two lines. In August 1995, changes were made and the name reverted to the one line format similar to the original card.



Form I-688B (MAY 1995) - Front

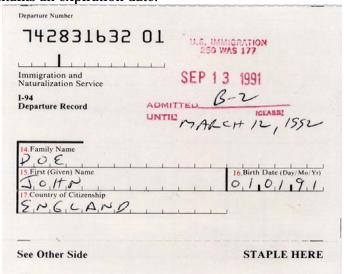


Form I-688B (AUG 1995) - Front

Arrival-Departure Record, Form I-94: The Form I-94 is issued by INS to non-immigrants and attached to an unexpired foreign passport. Each Form I-94 has an 11-digit admission number in the upper left corner on the back of the arrival and departure sections of the form. It does not contain a photograph, and sometimes also indicates an A-Number, but not always. This document may bear one of the following annotations:

- Section 207 Refugee
- Section 208 Asylee
- Section 212(d)(5) Parolee
- Section 243 (h)
- Cuban-Haitian Entrant
- Employment Authorized

The Form I-94 contains an expiration date.



Form I-94 - Front

Warning - A nonimmigrant who accepts unauthorized employment is subject to deportation.

Important - Retain this permit in your possession; you must surrender it when you leave the U.S. Failure to do so may delay your entry into the U.S. in the future. You are authorized to stay in the U.S. only until the date written on this form. To remain past this date, without permission from immigration authorities, is a violation of the law.

Surrender this permit when you leave the U.S.:

- By sea or air, to the transportation line;
- Across the Canadian border, to a U.S. Official.

Students planning to reenter the U.S. within 30 days to return to the same school, see "Arrival-Departure" on page 2 of Form 1-20 prior to surrendering this permit.

Record of Changes

Port:

Departure Record

Date:

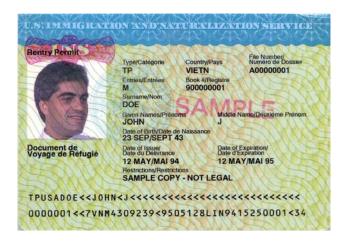
Carrier:

Flight #/Ship Name:

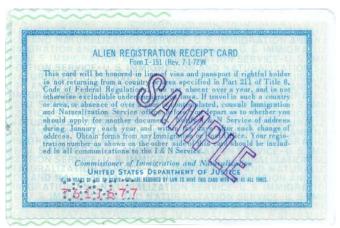
For sale by the Superintendent of Documents, U.S. Government Printing Office Washington, D.C. 20402

Form I-94 - Reverse

Reentry Permit, Form I-327: The Form I-327 allows a permanent resident to apply for admission to the United States upon return from abroad during the period of the permit's validity without the necessity of obtaining a returning resident's visa. A Form I-327 is valid for not more than two years from the date of issuance.

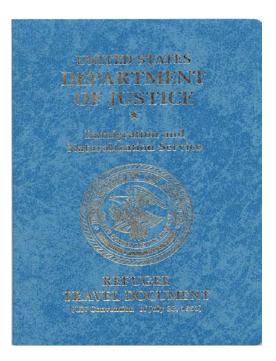


Form I-327 - Front

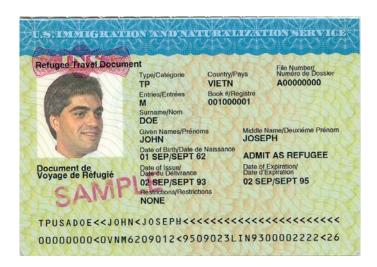


Form I-327 - Reverse

Refugee Travel Document, Form I-571: The Form I-571 is similar to the reentry permit, but it is issued to non-citizens who are classified as refugees or asylees. The Form I-571 is valid for one year, or to the date the non-citizen's refugee or asylee status expires, whichever comes first.



Form I-571 - Cover



Form I-571

Certificate of Naturalization: The below samples are common versions of the Certificate of Naturalization; however, there are many different versions. This document is issued when a non-citizen is naturalized and becomes a United States citizen.





Certificates of Naturalization

{BLANK}

A-12

Glossary

Personnel at benefit issuing agencies and institutions will encounter unfamiliar terms in processing applications from non-citizens. The definitions in this glossary are informational in nature and should not be used for any other purpose. They do not represent any formal stance or policy of the Immigration and Naturalization Service (INS). Official definitions have been shortened or edited whenever necessary to facilitate use by benefit issuing agencies and institutions.

Admission Number	An 11-digit number that is found on the Arrival-Departure Record (Form I- 94) and should not be confused with the Alien Registration Number (A- Number)/Alien ID number.		
Alien (Non-citizen)	Any person who is not a citizen or national of the United States.		
Alien File (A-File)	The history file containing data and documentation pertaining to an individual alien. An A-File is created or amended when any one of several INS actions occurs, for example application for permanent resident status.		
Alien Registration Number (A-Number)/Alien ID Number	A unique 7-, 8- or 9-digit number assigned to an alien at the time his or her A-File is created.		
Alien Status Verification Index (ASVI)	An INS database used by benefit issuing agencies and institutions, and other entities in verifying non-citizen immigration status established in accordance with the Immigration Reform and Control Act of 1986 (IRCA).		

Asylee	A non-citizen already in the United		
	States or at a port of entry who is granted asylum in the United States Asylum may be granted to those persons who are unable or unwilling to return to their countries of nationality or to seek the protection of those countries, because of persecution or a well-founded fear of persecution. This status is covered by Section 208 of the Immigration and Nationality Act (INA). (Also see definition for refugee which explains the difference between asylum and refugee in the United States.)		
Certificate of Citizenship	An identity document proving U.S. citizenship.		
Certificate of Naturalization	An identity document proving U.S. citizenship.		
Change of Non-Immigrant Status	The action of changing a non- immigrant's classification, e.g., from visitor to student.		
Citizen	A person born in a country or who has become a naturalized citizen of that country.		
Conditional Entrant	A refugee. (Refer to the definition for refugee conditional entrant, which more fully explains this status.)		
Conditional Resident Alien	A non-citizen granted "conditional" resident status based on marriage to a U.S. citizen or national, or a permanent resident alien, for whom conditional status is removed after 2 years if INS rules favorably on a petition by the alien for retention of lawful permanent residence. (The non-citizen's children can also be granted this status.)		

Document Verification Request (Form G-845)	A form used by benefit issuing agencies and institutions, and licensing issuing bureaus to request secondary verification of a non-citizen's immigration status from INS.			
Documented Non-citizen (Alien)	A non-citizen in the United States who is in possession of valid INS documents.			
File Control Office (FCO)	An INS office where A-files are maintained.			
Green Card	A slang term describing the Alien Registration Receipt Card. Many versions of these forms are not green in color.			
Illegal Alien	A foreign national who (a) entered the U.S. without inspection or with fraudulent documentation or (b) who after entering legally as a nonlimmigrant, violated status and remained in the U.S. without authorization.			
Immigrant	A non-citizen who has been lawfully granted the privilege of residing permanently in the United States.			
Immigrant Visa	A document, issued by a U.S. consulate or embassy abroad, which authorizes a non-citizen to apply for admission as an immigrant to the United States.			
Immigration and Nationality Act of 1952 (INA)	Legislation that defined most immigration statutes now in use and formed the basis for U.S. immigration law and policies.			
Immigration Reform and Control Act of 1986 (IRCA)	Legislation passed to deter illegal immigration to the United States, using employer sanctions and status verification, and to allow legalization of specific groups of non-citizens.			
Immigration Status	The legal status conferred on a non- citizen by immigration law.			

Immigration Status Verifier (ISV)	An INS employee who performs immigration status verification duties at local INS field offices.			
Lawful Permanent Resident	A non-citizen who has been lawfully granted the privilege of residing permanently in the United States.			
Nationality	The state or country to which a person owes legal allegiance. Note that the country of birth does not necessarily correspond to the nationality.			
Naturalization	The conferring of nationality of a state or country upon a person who has been born under allegiance to another nation.			
Non–Immigrant	A non-citizen who seeks temporarentry to the United States for specific purpose. This categor includes foreign government officials visitors for business and pleasure, an students. Some non-immigrants have specialized employment privileges, for example, foreign nationals who are employees of the U.S. office of foreign-owned company.			
Parolee	A non-citizen who appears to be inadmissible to the inspecting officer but who is allowed to enter the United States under emergency conditions of when the non-citizen's entry is determined to be in the public interest Although parolees are required to leave when the conditions supporting their parole cease to exist, they may sometimes adjust immigration status Parolee status is covered by Section 212 of the INA.			
Passport	Any travel document issued by competent authority showing the bearer's origin, identity, and nationality, if any, which is valid for the entry of the bearer into a foreign country.			

Permanent Resident Alien	A non-citizen who has been lawfully granted the privilege of residing permanently in the United States		
Primary Verification	An automated query to validate a non- citizen's immigration status using the INS Alien Status Verification Index (ASVI) database.		
PRUCOL	A person permanently residing in the United States under the color of law. This is not a status defined by the INA.		
Refugee	Any person who is outside thei country of nationality and who is unable or unwilling to return to that country because of persecution or a well-founded fear of persecution. Unlike asylees, refugees apply for and receive this status prior to entry into the United States. This status is covered by Section 207 of the INA.		
Secondary Verification	A request to validate a non-citizen's immigration status, after or in lieu of automated immigration status verification, using Form G-845. Verification is performed by an ISV using various automated or manual sources.		
Systematic Alien Verification for Entitlements (SAVE)	An intergovernmental information- sharing program that is available to benefit issuing agencies and institution's that need to determine a non-citizen's immigration status.		
Undocumented Non-citizen (Alien)	A non-citizen in the United States without proper immigration documentation. He or she is in violation of U.S. immigration law.		

Hispanic Names

The following instructions will assist user agencies in interpreting and recording Spanish language names correctly. Although INS files reflect some discrepancies, these guidelines were used in recording most Hispanic names. Note that the instructions do not apply to names from other Latin-base languages, i.e., Portuguese, French, Italian, or Romanian.

First Names

Many Spanish first names consist of more than one word, for example, Maria de los Angeles, Maria de la Luz, and Maria del Carmen. When written with a prepositional phrase, as in the examples above, the name should be treated as one first name. If the name is not recorded with a prepositional phrase, for example, Maria Luz or Maria Carmen, it should be considered first and middle names.

In recording Spanish names, nicknames should not be used. Many Spanish first names have equivalent nicknames, which are commonly used as first names, for example, Pancho for Francisco or Pepe for Jose.

Surnames

Hispanic persons customarily use the surnames of both parents. This double surname is derived from the first surname of the father and the first surname of the mother. Neither name is considered a middle name. The surname of the father precedes that of the mother.

The two surnames may be connected by the word "Y," which means "and" for example, Juan Gomez Y Conde has Juan as a first name, Gomez as the surname of the father, and Conde as the surname of the mother. Some persons may hyphenate the two surnames, for example, Juan Gomez-Conde. For recording purposes, all double last names are entered with the father's surname followed by the mother's surname. Juan Gomez Y Conde would be entered as Juan Gomez Conde.

The preposition "de" with the articles "el," "la," "los," or "las" will appear in a number of surnames. For example, the surname may be shown as de la Torre, de Alba, del Arco, or de la Cruz. Prepositions of this nature that precede the first surname are ignored in indexing. For example, the name of Jose de la Torre Munoz is recorded as Torre Munoz, Jose de la.

Married Names for Women

When a woman marries, she commonly drops the surname of her mother and adds the first surname of her husband, preceded by the preposition "de". This indicates she is the "wife of" that man. Maria Gomez Garcia, when married to Juan Martinez Ramirez, would become Maria Gomez de Martinez and will be entered as Gomez de Martinez, Maria.

In the event of the husband's death, the woman retains the same name and adds the phase "vda. de," meaning "widow of." For example, after her husband's death the woman's name would be Maria Gomez vda. de Martinez and should be entered as Gomez vda. de Martinez, Maria.

Note that the woman's first surname never changes, according to traditional Hispanic usage. After admission to the United States, however, some women have adopted the American custom of using the husband's surname as their own. Maria Gomez de Martinez may begin to give her name as Martinez, Maria Gomez.

INS Office Locations

State or Territory	Counties	INS Office
Alabama		Atlanta, GA
Alaska		Anchorage, AK
Arizona		Phoenix, AZ
Arkansas		Memphis, TN
California	Inyo, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura	Los Angeles, CA
California	Imperial and San Diego	San Diego, CA
California	Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solono, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba	San Francisco, CA
Colorado		Denver, CO
Connecticut		Hartford, CT
Delaware		Philadelphi a, PA
District of Columbia		Washington , DC
Florida		Miami, FL
Georgia		Atlanta, GA
Guam		Agana, GU
Hawaii		Honolulu, HI
Idaho		Helena, MT
Illinois		Chicago, IL
Indiana		Indianapolis , IN

Iowa	Omaha, NE
Kansas	Kansas City, MO
Kentucky	Memphis, TN
Louisiana	New Orleans, LA
Maine	Portland, ME

State or Territory	Counties	
Maryland		Baltimore, MD
Massachusett s		Boston, MA
Michigan		Detroit, MI
Minnesota		St. Paul, MN
Mississippi	Alcorn, Attala, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Choctaw, Clay, Coahoma, DeSoto, Grenada, Humphreys, Itawamba, Lafayette, Lee, Leflore, Lowndes, Marshall, Monroe, Montgomery, Oktibbeha, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Winston, and Yalobusha	Memphis, TN
Mississippi	Adams, Amite, Claiborne, Clarke, Copiah, Covington, Forrest, Franklin, George, Greene, Hancock, Harrison, Hinds, Holmes, Issaquena, Jackson, Jasper, Jefferson, Jefferson Davis, Jones, Kemper, Lamar, Lauderdale, Lawrence, Leake, Lincoln, Madison, Marion, Neshoba, Newton, Noxubee, Pearl River, Perry, Pike, Rankin, Scott, Sharkey, Simpson, Smith, Stone, Walthall, Warren, Wayne, Wilkinson, and Yazoo	New Orleans, LA
Missouri	Andrew, Atchison, Barry, Barton, Bates, Benton, Boone, Buchanan, Caldwell, Callaway, Camden, Carroll, Cass, Cedar Christian, Clay, Clinton, Cole, Cooper, Dade, Dallas, Daviess, De Kalb, Douglas, Gentry, Greene, Grundy, Harrison, Henry, Hickory, Holt, Howard, Howell, Jackson, Jasper, Johnson, Laclede, Lafayette, Lawrence, Livingston, McDonald, Mercer, Miller, Moniteau, Morgan, Newton, Nodaway, Oregon, Osage, Ozark, Pettis, Platte, Polk, Pulaski, Putnam, Ray, St. Clair, Saline, Stone, Sullivan, Taney, Texas, Vernon, Webster, Worth, and Wright	Kansas City, MO

Missouri	Adair, Audrain, Bollinger, Butler, Cape Girardeau, Carter, Chariton, Clark, Crawford, Dent, Dunklin, Franklin, Gasconade, Iron, Jefferson, Knox, Lewis, Lincoln, Linn, Macon, Madison, Maries, Marion, Mississippi, Monroe, Montgomery, New Madrid, Pemiscot, Perry, Phelps, Pike, Ralls, Randolph, Reynolds, Ripley, St. Charles, St. Francois, St. Louis, Ste. Genevieve, Schuyler, Scotland, Scott, Shannon, Shelby, Stoddard, Warren, Washington, and Wayne	St. Louis, MO
Montana		Helena, MT
Nebraska		Omaha, NE
Nevada	Clark, Esmeralda, Lincoln, and Nye	Las Vegas, NV
Nevada	Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Pershing, Storey, Washoe, and White Pine	Reno, NV
New Hampshire		Boston, MA
New Jersey		Newark, NJ
New Mexico		El Paso, TX

State or Territory	Counties	INS Office
New York	Albany, Broome, Chenango, Columbia, Delaware, Fulton, Greene, Hamilton, Herkimer, Madison, Montgomery, Oneida, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, and Washington	Albany, NY
New York	Allegany, Cattaraugus, Cayuga, Chautauqua, Chemung, Clinton, Cortland, Erie, Essex, Franklin, Genessee, Jefferson, Lewis, Livingston, Monroe, Niagara, Onondaga, Ontario, Orleans, Oswego, St. Lawrence, Schuyler, Seneca, Steuben, Tompkins, Wayne, Wyoming, and Yates	Buffalo, NY
New York	Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, and Westchester	New York, NY
North Carolina		Charlotte, NC
North Dakota		St. Paul, MN
Ohio		Cleveland, OH
Oklahoma		Dallas, TX
Oregon		Portland, OR
Pennsylvania	Adams, Berks, Bradford, Bucks, Cameron, Carbon, Centre, Chester, Clinton, Columbia, Cumberland, Dauphin, Delaware, Franklin, Fulton, Huntingdon, Juniata, Lackawanna, Lancaster, Lebanon, Lehigh, Luzerne, Lycoming, Mifflin, Monroe, Montgomery, Montour, Northampton, Northumberland, Perry, Philadelphia, Pike, Potter, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming, and York	Philadelphi a, PA
Pennsylvania	Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Clarion, Clearfield, Crawford, Elk, Erie, Fayette, Forest, Greene, Indiana, Jefferson, Lawrence, McKean, Mercer, Somerset, Venango, Warren, Washington, and Westmoreland	Pittsburgh, PA
Puerto Rico		San Juan, PR
Rhode Island		Providence, RI

South Carolina	Charlotte, NC
South Dakota	St. Paul, MN
Tennessee	Memphis, TN

State or Territory	Counties	INS Office
Texas	Anderson, Andrews, Archer, Armstrong, Bailey, Baylor, Borden, Bosque, Bowie, Briscoe, Callahan, Camp, Carson, Cass, Castro, Cherokee, Childtess, Clay, Cochran, Coilin, Coilingsworth, Comanche, Cooke, Cottie, Crosby, Dallam, Dallas, Dawson, Deaf Smith, Delta, Denton, Dickens, Donley, Eastland, Ellis, Erath, Fannin, Fisher, Floyd, Foard, Franklin, Freestone, Gaines, Garza, Gray, Grayson, Gregg, Hale, Hall, Hamilton, Hansford, Hardeman, Harrison, Hartley, Haskell, Hemphill, Henderson, Hill, Hockley, Hood, Hopkins, Houston, Howard, Hunt, Hutchinson, Jack, Johnson, Jones, Kaufman, Kent, King, Knox, Lamar, Lamb, Leon, Limestone, Lipscomb, Lubbock, Lynn, Marion, Martin, Mitchell, Montague, Moore, Morris, Motley, Navarro, Nolan, Oehiltree, Oldham, Palo Pinto, Panola, Parker, Parmer, Potter, Rains, Randall, Red River, Roberts, Rockwall, Rusk, Scurry, Shackelford, Sherman, Smith, Somervell, Stephens, Stonewall, Swisher, Tarrant, Taylor, Terry, Throckmorton, Titus, Upshur, Van Zandt, Wheeler, Wichita, Wilbarger, Wise, Wood, Yoakum, and Young	Dallas TX
Texas	Brewster, Crane, Culberson, Eetor, El Paso, Hudspeth, Jeff Davis, Loving, Midland, Pecos, Presidio, Reeves, Terrell, Upton, Ward, and Winkler	
Texas	Brooks, Cameron, Hidalgo, Kenedy, Kleberg, Starr, and Willacy	
Texas	Angelina, Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Hardin, Harris, Jasper, Jefferson, Liberty, Madison, Matagorda, Montgomery, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Trinity, Tyler, Walker, Waller, Washington, and Wharton	Houston, TX
Texas	Aransas, Atascosa, Bandera, Bastrop, Bee, Bell, Baxar, Blanco, Brazos, Brown, Burieson, Burner, Caldwell, Calhoun, Coke, Coleman, Comal, Concho, Coryell, Crockett, DeWitt, Dimmit, Duval, Edwards, Fails, Fayette, Frio, Gillespie, Glasscock, Goliad, Gonzales, Guadalupe, Harp, Hayes, Irion, Jackson, Jim Hogg, Jim Wells, Karnes, Kendall, Kerr, Kimble, Kinney, Lampasas, La Saile, Lavaca, Lee, Live Oak, Llano, McCulloch, McLennan, McMullen, Mason, Maverick, Medina, Menard, Milam, Mills, Nueces, Reagan, Real, Refugio, Robertson, Runnels, San Patricio, San Saba, Schleicher, Sterling, Sutton, Tom Green, Travis, Uvalde, Val Verde, Victoria, Webb, Williamson, Wilson, Zapata, and Zavala	San Antonio, TX

Utah		Denver, CO
Vermont		St. Albans, VT
Virginia	Accomack, Amelia, Brunswick, Caroline, Charles City, Chesterfield, Colonial Heights, Dinwiddie, Essex, Fredericksburg, Gloucester, Goochland, Greensville, Hanover, Henrico, Isle of Wight, James City, King and Queen, King William, Lancaster, Louisa, Lunenburg, Mathews, Mecklenburg, Middlesex, New Kent, Northampton, Northumberland, Nottoway, Powhatan, Prince Edward, Prince George, Richmond, Southhampton, Spotsylvania, Surry, Sussex, Westmoreland, and York	Norfolk, VA
State or Territory	Counties	INS Office
Virginia	Albemarle, Alleghany, Amherst, Appomattox, Arlington, Augusta, Bath, Bedford, Bland, Botetourt, Buchanan, Buckingham, Campbell, Carroll, Charlotte, Clarke, Craig, Culpepper, Cumberland, Dickenson, Fairfax, Fauquier, Floyd, Fluvanna, Franklin, Frederick, Giles, Grayson, Greene, Halifax, Henry, Highland, King George, Lee, Loudoun, Madison, Montgomery, Nelson, Orange, Page, Patrick, Pittsylvania, Prince William, Pulaski, Rappahannock, Roanoke, Rockbridge, Rockingham, Russell, Scott, Shenandoah, Smyth, Stafford, Tazewell, Warren, Warwick, Washington, Wise, and Wythe	Washington , DC
Virgin Islands		St. Thomas, VI
Washington		Seattle, WA
Washington, DC		Washington , DC
West Virginia		Philadelphi a, PA
Wisconsin		Milwaukee, WI
Wyoming		Denver, CO

INS Office Addresses

	INS Office Addresses
Alaska, Anchorage (ANC)	620 East 10th Avenue Suite 102 Anchorage, AK 99501-3708 Attention: Immigration Status Verifier Telephone: (907) 271-3418 Facsimile: (907) 271-3112
Arizona, Phoenix (PHO)	400 N. 5 th Street, 11 th Floor Phoenix, AZ 85004 Attention: Immigration Status Verifier Telephone: (602) 514-7711 or 7389 Facsimile: (602) 379-7791
California, Los Angeles (LOS)	300 N. Los Angeles Street Los Angeles, CA 90012 Attention: Immigration Status Verifier Telephone: (213) 894-6808 or 6573 or 6474 Facsimile: (213) 894-6660
California, San Diego (SND)	880 Front Street San Diego, CA 92101 Attention: Immigration Status Verifier Telephone: (619) 557-6727 Facsimile: (619) 557-6565
California, San Francisco (SFR)	Appraisers Building 630 Sansome Street Room 312 San Francisco, CA 94111-2280 Attention: Immigration Status Verifier Telephone: (415) 844-5121 or 5122 or 5123 or 5124 Facsimile: (415) 844-5120
Colorado, Denver (DEN)	4730 Paris Street Denver, CO 80239 Attention: Immigration Status Verifier Telephone: (303) 371-4415, Ext. 142 Facsimile: (303) 361-0617
Connecticut, Hartford (HAR)	450 Main Street Ribicoff Federal Building, Room 444 Hartford, CT 06103-3060 Attention: Immigration Status Verifier Telephone: (860) 240-3166 or 3052 Facsimile: (860) 240-3838

Florida, Miami (MIA)	7880 Biscayne Boulevard Miami, FL 33138 Attention: Immigration Status Verifier Telephone: (305) 762-3317 or 3667 or 3668 Facsimile: (305) 536-5708
Georgia, Atlanta (ATL)	77 Forsyth Street, SW Atlanta, GA 30303 Attention: Immigration Status Verifier Telephone: (404) 331-3251 Facsimile: (404) 331-3019
Guam, Agana (AGA)	Sirena Plaza Suite 100 108 Hernan Cortez Avenue Hagatna, GU 96910 Attention: Immigration Status Verifier Telephone: (671) 472-7204 Facsimile: (671) 472-7491
Hawaii, Honolulu, (HHW)	595 Ala Moana Boulevard Honolulu, HI 96813 Attention: Immigration Status Verifier Telephone: (808) 532-2726 or 2727 Facsimile: (808) 532-4687
Illinois, Chicago (CHI)	10 W. Jackson Boulevard, Room 222 Chicago, IL 60604 Attention: Immigration Status Verifier Telephone: (312) 385-1806 Facsimile: (312) 385-3409
Indiana, Indianapolis (INP)	950 N. Meridan Street Gateway Plaza, Room 400 Indianapolis, IN 46204 Attention: Immigration Status Verifier Telephone: (317) 226-6162 Facsimile: (317) 226-5424
Louisiana, New Orleans (NOL)	Postal Service Building Room T-8005 701 Loyola Avenue New Orleans, LA 70113 Attention: Immigration Status Verifier Telephone: (504) 589-6860 Facsimile: (504) 589-4451

Maine, Portland (POM)	176 Gannett Drive South Portland, ME 04106 Attention: Immigration Status Verifier Telephone: (207) 780-3628, Ext. 217 Facsimile: (207) 780-3481
Maryland, Baltimore (BAL)	Fallon Federal Building 31 Hopkins Plaza Baltimore, MD 21201 Attention: Immigration Status Verifier Telephone: (410) 962-2436 or 2437 Facsimile: (410) 962-2105
Massachusetts, Boston (BOS)	JFK Federal Building Government Center Boston, MA 02203 Attention: Immigration Status Verifier Telephone: (617) 565-4897 or 3046 Facsimile: (617) 565-4529
Michigan, Detroit (DET)	Federal Building 333 Mt. Elliott Street Detroit, MI 48207 Attention: Immigration Status Verifier Telephone: (313) 568-6058, Voice Mail 765 Facsimile: (313) 568-6004
Minnesota, St. Paul (SPM)	2901 Metro Drive Suite 100 Bloomington, MN 55425 Attention: Immigration Status Verifier Telephone: (612) 313-9032 (Press 3) Facsimile: (612) 335-9034
Missouri, Kansas City (KAN)	9747 N. Conant Avenue Kansas City, MO 64153 Attention: Immigration Status Verifier Telephone: (816) 891-6745 Facsimile: (816) 891-7639
Missouri, St. Louis (STL)	Robert A. Young Federal Building 1222 Spruce Street Room 1.100 St. Louis, MO 63103-2815 Attention: Immigration Status Verifier Telephone: (314) 539-2517 Facsimile: (314) 539-2444

Montana, Helena (HEL)	2800 Skyway Drive Helena, MT 59601 Attention: Immigration Status Verifier Telephone: (406) 449-5428 Facsimile: (406) 449-5752
Nebraska, Omaha (OMA)	3736 S. 132nd Street Omaha, NE 68144 Attention: Immigration Status Verifier Telephone: (402) 697-9302 or 9305 Facsimile: (402) 697-9064
Nevada, Las Vegas (LVG)	3373 Pepper Lane Las Vegas, NV 89120-2739 Attention: Immigration Status Verifier Telephone: (702) 388-6626 or 6868 or 6865 Facsimile: (702) 388-6627
Nevada, Reno (REN)	1351 Corporate Boulevard Reno, NV 89502 Attention: Immigration Status Verifier Telephone: (775) 784-5186 Facsimile: (775) 784-5899
New Jersey, Newark (NEW)	Federal Building 970 Broad Street Newark, NJ 07102 Attention: Immigration Status Verifier Telephone: (973) 504-6902 Facsimile: (973) 645-2304
New York, Albany (ALB)	1086 Troy-Schenectady Road Latham, NY 12110 Attention: Immigration Status Verifier Telephone: (518) 220-2100, Ext. 117 Facsimile: (518) 220-2171
New York, Buffalo (BUF)	130 Delaware Avenue Buffalo, NY 14202 Attention: Immigration Status Verifier Telephone: (716) 551-4741, Ext. 4627 or Ext. 4275 Facsimile: (716) 551-4720

New York, New York (NYC) North Carolina, Charlotte (CLT)	26 Federal Plaza 7th Floor, Room 130 New York, NY 10278 Attention: Immigration Status Verifier Telephone: (212) 264-5740 or 5766 or 5073 or 5872 Facsimile: (212) 264-5436 210 East Woodlawn Road
	Building 6, Suite 138 Charlotte, NC 28217 Attention: Immigration Status Verifier Telephone: (704) 672-6940 Facsimile: (704) 672-6989
Ohio, Cleveland (CLE)	1240 East 9th Street Room 1917 Cleveland, OH 44199 Attention: Immigration Status Verifier Telephone: (216) 522-2268 or (216) 522-2612 Facsimile: (216) 522-7039
Oregon, Portland (POO)	Federal Office Building 511 Northwest Broadway Portland, OR 97209 Attention: Immigration Status Verifier Telephone: (503) 326-5934 or 5944 Facsimile: (503) 326-7182
Pennsylvania, Philadelphia (PHI)	1600 Callowhill Street Philadelphia, PA 19130 Attention: Immigration Status Verifier Telephone: (215) 656-7186 or 7182 Facsimile: (215) 656-7200
Pennsylvania, Pittsburgh (PIT)	314 Liberty Building 1000 Liberty Avenue Pittsburgh, PA 15222 Attention: Immigration Status Verifier Telephone: (412) 395-4551 or 4552 Facsimile: (412) 395-6375
Puerto Rico, San Juan (SAJ)	PO Box 365068 San Juan, PR 00936 Attention: Immigration Status Verifier Telephone: (787) 706-2357 or 2358 Facsimile: (787) 706-2303

Rhode Island, Providence (PRO)	200 Dyer Street Providence, RI 02903 Attention: Immigration Status Verifier Telephone: (401) 528-5563 or 5528 Facsimile: (401) 528-5549
Tennessee, Memphis (MEM)	1341 Sycamore View Suite 100 Memphis, TN 38134 Attention: Immigration Status Verifier Telephone: (901) 544-0256, Ext. 121 or 122 Facsimile: (901) 544-0572
Texas, Dallas (DAL)	8101 North Stemmons Freeway Dallas, TX 75247 Attention: Immigration Status Verifier Telephone: (214) 905-5725 or 5726 Facsimile: (214) 905-5587
Texas, El Paso (ELP)	1545 Hawkins Boulevard El Paso, TX 79925 Attention: Immigration Status Verifier Telephone: (915) 225-1823 or 1824 or 1818 Facsimile: (915) 225-1812
Texas, Harlingen (HLG)	2102 Teege Street Harlingen, TX 78550 Attention: Immigration Status Verifier Telephone: (956) 427-8691 or 8921 or 8922 Facsimile: (956) 423-7147
Texas, Houston (HOU)	126 Northpoint Drive Houston, TX 77060 Attention: Immigration Status Verifier Telephone: (281) 774-4685 or 4689 or 4818 Facsimile: (281) 774-5983
Texas, San Antonio (SNA)	8940 Fourwinds Drive Suite 2020 San Antonio, TX 78239 Attention: Immigration Status Verifier Telephone: (210) 967-7037 or 7038 or 7039 Facsimile: (210) 967-7032

Vermont, St. Albans (STA)	Federal Building P.O. Box 328 St. Albans, VT 05478 Attention: Immigration Status Verifier Telephone: (802) 527-3257 Facsimile: (802) 527-3262
Vermont Service Center (VSC)	75 Lower Welden Street St. Albans, VT 05479-0001 Attention: Immigration Status Verifier Telephone: (802) 527-4700, Ext. 4676 Facsimile: (802) 527-3252 or 3159
Virginia, Norfolk (NOR)	Norfolk Commerce Park 5280 Hennemam Drive Norfolk, VA 23513 Attention: Immigration Status Verifier Telephone: (757) 858-6183 or 6184 Facsimile: (757) 858-6273
Virgin Islands, St. Thomas, Charlotte Amalie (CHA)	Nisky Center Suite 1A, First Floor South St. Thomas, VI 00802 Attention: Immigration Status Verifier Telephone: (340) 774-1390 Facsimile: (340) 776-4981
Washington, DC (WAS)	4420 North Fairfax Drive Arlington, VA 22203 Attention: Immigration Status Verifier Telephone: (202) 307-1651 or 1587 or 1558 Facsimile: (202) 307-1628
Washington, Seattle (SEA)	815 Airport Way South Seattle, WA 98134 Attention: Immigration Status Verifier Telephone: (206) 553-1394 or 7928 or 0636 or 0649 Facsimile: (206) 553-2730
Wisconsin, Milwaukee (MIL)	Federal Building Room 186 517 East Wisconsin Avenue Milwaukee, WI 53202 Attention: Immigration Status Verifier Telephone: (414) 297-3592 Facsimile: (414) 297-3152

G845S

B U.S. Department of Justice OMB #1115 0122 100 SAVE **Document Verification Request** Immigration and Naturalization Service H B Section A to be completed by the submitting agency 183 Verification Number To: Immigration and Naturalization Service 篮 7. D Photocopy of Document Attached. ш Af printed on both sides, attach a copy of the front and of the 鵩 back.) Ħ □ Other Information Attached (Specify documents). 8 ш (Benefit) (Your Case Number) From: Typed or Stamped Name and Address of Submitting Agency ш □ AFDC Education Grant/Loans/Workstudy 督 Food Stamp m Housing Assistance Medicaid/Medical Assistance 靈 Attn: Status Verifier Unemployment Insurance Ħ (INS may use above address with a #20 window envelope.) □ Employment Authorization 百 Alien Registration or I 94 Number Other (specify) ш 2. Applicant's Name (Last, First, Middle) 9. Name of Submitting Official H 霰 5. Nationality 10. Title of Submitting Official ш 4. Date of Birth (Month/Day/Year) 11. Date B H 5. Social Security Number 12. Telephone Number ш Section B to be completed by INS 100 INS RESPONSE: From the documents or information submitted and/or a review of our records we find that: 麒 1.

This document appears valid and relates to a m 8.

This document appears valid and relates to an Lawful Permanent Resident alien of the alien who is a conditional entrant. 100 United States. 9.

This document appears valid and relates to an 100 2.

This document appears valid and relates to a alien who is a nonimmigrant (specify type or class below Conditional Resident alien of the United 8 3.

This document appears valid and relates to an 10.

This document appears valid and relates to an 200 alien authorized employment as indicated alien not authorized employment in the United below: States. 105 a. | Full Time 11.
Continue to process as legal alien. INS ш b. D Part Time searching indices for further information. 555 No Expiration (Indefinite) 12.

This document is not valid because it appears to c. 🗆 d. □ Expires on (specify Month/Day/Year, below) be (check all that apply) 100 a.

Expired 88 □ Altered 4.

This document appears valid and relates to an □ Counterfeit alien who has an application pending for (specify INS benefit below) 88 INS Stamp 龥 ☐ This document relates to an alien having been granted asylum/refugee status in the United 100 额 6.

This document appears valid and relates to an H alien paroled into the United States pursuant to B Section 212 of the I&N Act. 7.

This document appears valid and relates to an H alien who is a Cuban/Haitian entrant. 鬭 B □ Please see reverse for additional comments. Form G 845S (Rev. 06/06/89) Y 183

13. [Comments No determination can be made from the information submitted. Please obtain a copy of the original alies registration documentation and resubmit.
14. [No determination can be made without seeing both sides of the document submitted (please resubmit request).
15. C	Copy of document is not readable (please resubmit request).
	"PRUCOL"
	For Purposes Of Determining If Alien Is Permanently Residing Under Color Of Law Only!
16. C	INS actively pursues the expulsion of an alien in this class/category.
17. C	INS is not actively pursuing the expulsion of an alien in this class/category, at this time.
18.) Other

Instructions

- Submit copies of both front and back of alien's original documentation.
- Make certain a complete return address has been entered in the "From" portion of the form.
- The Alien Registration Number ("A" Number) is the letter "A" followed by a series of (7) or (8) digits. Also in this
 block may be recorded the number found on Form I 94. (Check the front and back of the I 94 document and if the
 "A" Number appears, record that number when requesting information instead of the longer admission number as
 the "A" Number refers to the most integral record available.)
- If Form G 845 is submitted without copies of applicant's original documentation, it will be returned to the submitting agency without any action taken.
- Address this verification request to the local office of the Immigration and Naturalization Service.

G845s

U.S. Department of Justice Immigration and Naturalization Service OMB#1115-0122

Immigration and Naturalization Service	Document Verification Request
Section A - to be complete:	by the submitting agency.
To: Immigration and Naturalization Service	6. Verification Number
	 7. Photocopy of Document Attached. (If printed on both sides, attach a copy of the front and of the back.) Other Information Attached (Specify documents).
From: Typed or Stamped Name and Address of Submitting Agency	8. Organization (specify)
Attn: Status Verifier (INS may use above address with a #20 window envelope.) 1. Alien Registration or I-94 Number	
2. Applicant's Name (Last, First, Middle)	9. Name of Submitting Official
3. Nationality	10. Title of Submitting Official
4. Date of Birth (Month/Day/Year)	11. Date
5. Social Security Number	12. Telephone Number
Section B - to be	completed by INS.
INS RESPONSE: From the documents or information submit	tted and/or a review of our records we find that:
 This document appears valid and relates to a Lawful Permanent Resident alien of the United States. This document appears valid and relates to a Conditional Resident alien of the United 	 8. This document appears valid and relates to an alien who is a conditional entrant. 9. This document appears valid and relates to an alien who is a nonimmigrant. (specify type or class below)
States. This document appears valid and relates to an alien authorized employment as indicated below: a. Full-Time b. Part-Time c. No Expiration d. Expires on	 10. This document appears valid and relates to an alien not authorized employment in the United States. 11. Continue to process as legal alien. INS is searching indices for further information. 12. This document is not valid because it appears to be (check all that apply) a. Expired
4. This document appears valid and relates to an alien who has an application pending for (specify INS benefit below)	b.
 5. This document relates to an alien having been granted asylum/refugee status in the United States. 6. This document appears valid and relates to an alien paroled into the United States pursuant to Section 212 of the I&N Act. 	
 This document appears valid and relates to an alien who is a Cuban/Haitian entrant. 	Please see reverse for additional comments. Form G-845 (Rev. (06/14/00) Y

Comments 13. No determination can be made from the information submitted. Please obtain a copy of the original alien registration documentation and resubmit. 14. No determination can be made without seeing both sides of the document submitted (please resubmit request). 15. Copy of document is not readable (please resubmit request). "PRUCOL" For Purposes Of Determining If Alien Is Permanently Residing Under Color Of Law Only! 16. INS actively pursues the expulsion of an alien in this class/category. 17. INS is not actively pursuing the expulsion of an alien in this class/category, at this time.

Instructions

Submit copies of both front and back of alien's original documentation.

18.

Other

- Make certain a complete return address has been entered in the "From" portion of the form.
- The Alien Registration Number ("A" Number) is the letter "A" followed by a series of (7) or (8) digits. Also in this
 block may be recorded the number found on Form I 94. (Check the front and back of the I 94 document and if the
 "A" Number appears, record that number when requesting information instead of the longer admission number as
 the "A" Number refers to the most integral record available.)
- If Form G 845 is submitted without copies of applicant's original documentation, it will be returned to the submitting agency without any action taken.
- Address this verification request to the local office of the Immigration and Naturalization Service.

SUPPLEMENT

61358 Federal Register / Vol. 62, No. 221 / Monday, November 17, 1997 / Notices

U.S. Department of Justice Document Verification Request Supplement Immigration and Naturalization Service TO BE COMPLETED BY THE SUBMITTING AGENCY Immigration and Naturalization Service Date Applicant's Name (Last, First, Middle) Social Security Number Alien Registration Number or J-94 Number From: Typed or Stamped Name and Address of Submitting Agency Complete the following items: □ #1 □ #2 □ #3 □ #4 □ #5 □ #6 □ #7 TO BE COMPLETED BY INS 1. IMMIGRATION STATUS (check all that apply): From the document or information submitted and/or a review of our records we find that the person identified is s/an: Lawful Permanent Resident alien of the United States. D & (Complete b,c,d,g,b,or i if alien adjusted to LPR status from one of those statuses in the past 7 years.) О в. Refugee admitted to the United States under Section 207 of the INA. (Complete Item 2 below.) D 6. Asylee under Section 208 of the INA. (Complete Item 3 below.) Alien whose deportation has been withheld under section 243(h) of the INA (as in effect prior to April 1, D 4. 1997) or whose removal has been withheld under section 241(b)(3). Date deportation or removal ordered withheld: □ e. Alien paroled into the United States under Section 212(d) (5) of the INA for a period of at least 1 year. (Complete Items 3 and 4 below.) CI f. Conditional Entrant pursuant to Section 203(a)(7) of the INA in effect prior to April 1, 1980. American Indian born in Canada to whom the provisions of Section 289 of the INA apply.

Cuban/Haitian Entrant, as defined in Section 501(e) of the Refugee Education Assistance Act of 1980. D b (Complete Item 3 below.) Amerasian immigrant, pursuant to Section 584 of the Foreign Operations, Export Financing, and Related D i. Programs Appropriations Act of 1988. (Complete Item 2 below.) ☐ j. Other (indicate status): 2 Date alien entered the United States: 3. Date status was granted: Date status expires: 5. CITIZEN STATUS: This document appears valid and relates to a United States citizen. 6. SPECIAL BENEFIT PROVISIONS FOR CERTAIN VICTIMS OF ABUSE: This alien obtained Lawful Permanent (or Conditional) Resident Status as the spouse, child, or widow(er) of a U.S. citizen. This alien obtained Lawful Permanent (or Conditional) Resident Status as the spouse, child, or unmarried son or daughter of a lawful permanent resident alien. This alien did not obtain status as described in (a) or (b).

Form G-845 Supplement (9/5/97)

AFFIDAVIT OF SUPPORT: a. This alien was sponsored on Form I-864, A Service receipt date b. This alien was not sponsored on Form I-864	Affidavit of Support under Section 213A of the INA. (Complete Item 3 on page 1.)
Name of Sponsor	Name of Joint Sponsor(s) (if any)
Sponsor's Social Security Number	Joint Sponsor's Social Security Number
Sponsor's Address	Joint Sponsor's Address
	See reverse for information on additional join sponsor(s).
	INS Stamp

Form G-845 Supplement (9/5/97) Page 2

BILLING CODE 4410-10-C

INS Records Systems

The Central Index System (CIS) is the centralized computer-based information system that serves INS in both the immigration services and enforcement areas. The CIS references all Alien Files numbered A12 000 000 and above, and many with lower numbers. The CIS users may:

- Perform searches using the Alien Registration Number, Social Security number, Naturalization Number, and other keys.
- Search records by exact name, "sounds like" name, and alias name.
- Reference other INS systems that contain data pertinent to each record.
- Track the location and transfer of Alien Files between INS offices.

Non-Immigrant Information System

The Non-Immigrant Information System (NIIS) is a mainframe system available to all INS offices with access to the Department of Justice (DOJ) computer. It stores arrival and departure records for non-immigrant foreign nationals and provides automation support for tracking their arrivals and departures.

Alien Status Verification Index

A subset of CIS and NIIS, the Alien Status Verification Index (ASVI) database contains information on over 60 million non-citizens and is used by benefit issuing agencies and institutions in verifying non-citizen immigration status. Chapter 3 of this manual gives additional information on the ASVI database.

Computer-Linked Applications Information Management System

The Computer-Linked Applications Information Management System (CLAIMS) is a local area network (LAN) and a mainframe system that records and tracks cases for immigration benefits. It incorporates casework-oriented software systems designed to support the processing of applications or petitions for immigration benefits. The CLAIMS database supports the adjudication efforts of the INS and serves as a central source for document production. The Direct Mail Program instituted by the INS allows the public to mail applications and petitions directly to INS Service Centers and to locations where they are processed on a LAN version of the system. These records are then migrated to the mainframe system for further processing. The CLAIMS also includes a receipt tracking system in which an application is received and then adjudicated. Adjudicators working CLAIMS cases are restricted from contact with the public in order to maintain a high level of productivity. Cases that require contact with the public are transferred from the Service Centers to the District Offices for interviews with the applicant. External interagency interfaces include: the Social Security

Administration, the Internal Revenue Service, the Department of State, the U.S. Customs Service, and the Federal Bureau of Investigations.

Students/Schools System

The Students/Schools System (STSC) is an automated database that contains information on foreign students at U.S. academic and vocational educational institutions.

Deportable Alien Control System

The Deportable Alien Control System (DACS) is an automated database that supports field casework activities associated with aliens who are detained or placed under docket control for deportation or exclusion. All INS field offices have access to the system.

Alien Files

The Alien Files (A-Files) are the comprehensive paper files on individuals of interest to the INS. The A-File contains copies of all pertinent INS documents. The jacket number on a folder is assigned as the A-Number.

INS Microfilm Files

Before automation, many INS source documents and file indices resided on microfilm for efficiency of storage and retrieval.

Federal Records Center Index

The INS maintains index cards of A-Files that have been retired to Federal Records Centers. The INS may retrieve these A-Files upon request. The index cards contain much of the same data as the CIS, including the A-Number, name, date and place of birth, date and port of entry, and alien status.

Questions and Answers

Q: What is the SAVE program?

A: The Systematic Alien Verification for Entitlements (SAVE) program is an intergovernmental information-sharing initiative designed to aid federal, state, and local benefit providers in determining a non-citizen's immigration status, and thereby ensure that only entitled non-citizens receive public benefits.

Q: What is the cost of the SAVE program to the user?

A: The cost of access to the Immigration and Naturalization Service's Alien Status Verification Index (ASVI) varies by access method. We currently offer five different access methods with a transaction cost that varies from \$.02 to \$.23 per query.

Q: What is the system's response time?

A: The response time for a primary (automated) query of the ASVI database is 3 to 5 seconds. The manual verification process for the mandated agencies is within 10 working days and is negotiable with non-mandated agencies, usually within 20 working days.

Q: What safeguards exist in the SAVE system to prevent benefit issuing agencies and institutions from erroneously denying a benefit based on a primary response from INS?

A: Under the standardized SAVE system, in most cases, a benefit is never denied, delayed, reduced, or terminated based solely upon the response from primary. A secondary verification procedure is in place as a precautionary measure.

Q: Is any further action required when a non-citizen's status is verified in the Alien Status Verification Index (ASVI)?

A: No further check is required if there are no material differences between the data in ASVI and the information in the non-citizen's immigration documentation, and if the status on the screen does not state "Institute Secondary Verification."

Q: What if the applicant's Alien Registration Number, when queried in ASVI, shows information about a different individual?

A: Users must make certain that biographical data matches the non-citizen applicant. If not, "secondary verification" should be instituted with INS.

Q: What does "Institute Secondary Verification" mean?

A: This is one response to primary verification that benefit issuing agencies and institutions will receive from ASVI. When this message is received, obtain photocopies of the front and back of the non-citizen's immigration documentation, attach to a completed Document Verification Request, and forward the form to the designated Immigration and Naturalization Service File Control Office for secondary verification. Immigration documentation presented by the applicant must be returned to the applicant.

Q: Is the applicant an "illegal non-citizen" when secondary verification is requested?

A: No. A request for secondary verification means that the present classification in the computer database indicates something other than a legal permanent resident. In some instances, this means that the non-citizen's record is very new. Secondary verification is a safeguard to prevent denial of benefits to eligible non-citizen applicants. It also should be used whenever there is a discrepancy between information in ASVI and information presented by the applicant.

Q: Does INS provide information to federal, state, and local government benefit issuing agencies and institutions to assist them in understanding INS' role in the SAVE process?

A: Yes. The SAVE program provides the users with user manuals and conducts periodic users' meetings to discuss INS' role and address the users' concerns. In addition, SAVE program staff members are available to answer questions either in writing or by telephone.

Q: Will INS be involved in verifying citizenship status?

A: Yes. The Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) requires INS to respond to inquiries by federal, state, and local government agencies seeking to verify or determine the citizenship or immigration status of any individual within the jurisdiction of the agency for any lawful purpose. Additionally, IIRIRA provides that the Attorney General, in consultation with the Secretary of Health and Human Services, will establish procedures for persons applying for public benefits to provide proof of citizenship in a fair and non–discriminatory manner.

Q: Is INS' database capable of providing the information that states and agencies will need?

A: INS' current SAVE program can electronically verify the status of most lawful permanent residents as well as aliens in many other categories. Copies of documents must be sent to INS for further verification for certain groups of aliens or when status cannot be verified immediately through the automated system. This additional verification ensures that all available INS records systems can be checked and that benefits are not delayed, denied, reduced, or terminated to eligible persons. It is anticipated that the SAVE program will be able to accommodate the anticipated workload under the welfare provisions.

Q: For what programs do states have to verify immigration status with the INS?

A: Verification is mandatory for federal public benefits. State and local benefit issuing agencies and institutions may choose to verify immigration status with INS for applicants for state and local public benefit programs.

Q: Can INS verify sponsorship information?

A: Yes. INS currently supplies benefit issuing agencies and institutions with information that sponsors provided on the original affidavit of support. However, this information is not currently automated and is provided through the secondary verification process. The IIRIRA requires that INS make sponsorship information available in the SAVE system.

Q: Are all non-citizens in the United States required to carry non-citizen registration documents?

A: Section 264(e) of the Immigration and Nationality Act states in part that, "Every alien, 18 years of age and older, shall at all times carry with him and have in his personal possession any certificate of alien registration or alien registration receipt card issued to him..." Failure to comply with the provisions of this subsection constitutes a misdemeanor and, if found guilty, a non-citizen can be subject to a fine, imprisonment, or both.

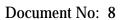




SAN ANTONIO HOUSING AUTHORITY

A Guide to Selected U.S. Travel & Identity Documents

(Refer to: **Document No 6** - Sections A1 - A11)





SAN ANTONIO HOUSING AUTHORITY

SAHA Lease & Community Rules



DWELLING LEASE

HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO

Tenant Number	Complex Name	Unit No.	No. of Bedrooms

I. PARTIES AND PREMISES

The Housing Authority of the City of San Antonio, Texas (hereafter referred to as "Management" or "Authority") does hereby lease to: (hereafter referred to as "Resident") premises located at: Apt. # San Antonio, Texas , and any steps, porch, lawn and yard surrounding the unit (hereafter "unit"), subject to the terms and conditions contained in this Lease.

The unit leased is for the exclusive use and occupancy of the Resident and Resident's household (also referred to as "Family") consisting of the following named "Household Members" who will reside in the unit, including reasonable accommodations for their Guests. "Guest" means a person temporarily staying (See Section VIII (A)(4) herein) in the unit with the consent of Resident or other Household Member.

Resident shall date and initial the following list whenever a Household Member moves into or out of the unit. Unless Management so approves in writing, no additional Household Members shall be added to the Lease. Management reserves the right to refuse admission to those who do not meet criteria, as outlined in the current Admissions & Occupancy Policy and all of its Addendum (hereinafter referred to as "ACOP Policy," which is posted in the Management Office and incorporated herein by reference), or whose admission would result in a violation of occupancy standards, as outlined therein. Resident agrees to wait for Management's written approval before allowing additional persons to move into the unit. Failure by Resident to comply with this provision shall be considered a serious Lease violation and grounds for termination of this Lease. Household Members who move out of the unit (for any reason) shall be reported by the Resident to Management in writing, within ten (10) days of the occurrence.

Household Members

Name	Date of Birth	Relationship	Delete/Add	Initial	Date

A. For Resident leasing after the first day of the month, rent payment is \$ _____ to cover the period from ____ / ____ ending at midnight on ____ / ____. B. Thereafter, Resident will pay \$ _____ rent per month, payable on or before the first day of each calendar month, beginning ____ / ___ unless the rent is adjusted, as described in Section VII.

- C. In accordance with the Rent Collection Policy, which is incorporated herein by reference, a late charge of \$15.00 will be assessed, if rent and all charges due are not paid by the fifth (5th) working day of the month; an additional \$10.00 late charge will be assessed for rents not paid in full by the fifteenth (15th) day of each month.
- D. All late charges will be due on the first day of the month following a fourteen (14)-day written notice to the resident of the charge(s).
- E. If Resident is late in payment of rent and a **late charge** has been assessed three (3) times within a twelve (12) month period, a fourth (4th) such late payment within that twelve (12) month period shall be considered a serious Lease violation and grounds for termination of this Lease.
- F. Residents **must** pay rent and all charges utilizing any of the following options:
 - 1. **Pay by telephone** -- make payments via phone using a standard checking account.
 - 2. Pay at any SAHA development office -- make payments using check or money order. Cash in amounts over \$5.00 will not be accepted.
 - 3. Pay by mail -- make payments via the U.S. Postal Service, addressed to SAHA, P.O. Box 569, San Antonio, Texas 78292-9901.
 - 4. **Pay by Western Union --** make payments at designated Western Union locations, using SAHA payment code.
 - 5. **Pay Online** -- make payments on-line at www.saha.org. Residents have the option of using an electronic check or pre-authorized debit.
- G. A charge of \$25.00 shall be assessed for checks returned for insufficient funds, and Resident will be responsible for applicable late charge(s). If Resident has two (2) checks returned for insufficient funds, all future payments must be paid by money order, cashier's check, or Western Union.

III. LEASE TERM

Unless terminated in accordance with Section XV or for non-compliance with XVII herein, this Lease shall be for an initial term of twelve (12) months and will automatically renew for successive terms of twelve (12) months.

IV. SECURITY DEPOSIT

- A. The Resident agrees to pay \$ 150.00 deposit with Management. The amount of the security deposit shall be paid in accordance with Management's Security Deposit Policy in effect at the time this Lease is signed by the parties and which policy is posted in the Management Office and incorporated herein by reference. Management will hold this security deposit for the period the Resident occupies the unit. The security deposit may not be used to pay rent or other charges while Resident is in occupancy. After the Resident has moved from the unit, Management will determine whether the Resident is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures.
 - 1. Resident must give a written notice to Management within thirty (30) days of Resident vacating the unit, in the manner specified in Section XIV as a condition for refunding the security deposit.

- 2. Management will refund to Resident the amount of the security deposit, less any amount needed to pay the cost of:
 - a. Unpaid rent and other charges;
 - b. All maintenance and repair charges beyond normal wear and tear;
 - c. Excess utility charges and court costs, which are due from Resident pursuant to this Lease;
 - d. The cost of non-routine cleaning:
 - e. The cost of unit and mailbox keys not returned in accordance with Section VIII (A) (26), herein.

No later than the thirtieth (30th) day after Resident vacates the unit, Management will mail to Resident, at the address Resident provides in the notice given pursuant to Section IV (A)(1) above, either: Resident's security deposit or an itemized list of deductions from Resident's security deposit and a statement of any remaining amount of the security deposits to be returned to Resident.

B. Management shall not be obligated to return Resident's security deposit or give Resident a written description of damage and charges until Resident gives Management a written statement of Resident's forwarding address for the purpose of refunding the security deposit.

		V. UTILITIES AND APPLIANCES
A.	util cau	nagement Supplied Utilities: If indicated by an "X" below, Management will supply the indicated ity. Management will not be liable for the failure to supply the indicated utility service due to any use whatsoever beyond its control, including but not limited to, acts of God and nature, power ures, and employee strikes.
		Electricity Natural Gas Heating Fuel Water & Sewer Other
	If ir	ndicated by an "X" below, Management will provide the following appliances for the unit:
		Range Refrigerator
	1.	Where Management provides utilities, Resident will be assessed and shall pay charges for excess consumption of utilities, if any, according to the ACOP Policy. The rate Management shall use to compute any excess utility charges shall be the same as that used by the utility company.
B.	sup	sident Supplied Utilities: If Resident resides in a development where Management does not oply all or part of the utilities, Management shall provide Resident with a Utility Allowance in the onthly amount of for the utilities indicated by an "X" below.
		Electricity
		The Resident pays resident-supplied utilities directly to the utility supplier.
	1.	If the Utility Allowance exceeds the Resident's Total Tenant Payment (TTP, as calculated by Management), Management will reimburse the Resident the difference in accordance with Section 9-IV.C of the ACOP Policy.
	2.	If the Resident's actual utility bill exceeds the Utility Allowance, Resident shall be responsible for paying the difference to the utility company.
C.	Re	sident agrees not to waste the utilities provided by Management and to comply with all applicable

D. Where Management does not provide all utilities, Resident agrees to acquire and maintain Electricity, Water & Sewer, Natural Gas, Heating Oil or any other utility services from the local utility provider. Failure of the Resident to maintain Electricity, Water & Sewer, Natural Gas, Heating Oil or any other utility due to default in payment or breach of contract shall be considered a material breach of this Lease.

violation of this Lease and grounds for termination of the Lease.

laws, regulations, and guidelines of all governmental entities regulating utilities or fuels. Illegal tampering with utility metering devices, pursuant to the Texas Penal Code, shall be considered a

E. Management may change the Utility Allowance at any time during the term of the Lease and shall give the Resident a 60-day written notice of the revised Allowances.

VI. MAINTENANCE, REPAIRS, AND SERVICES

- A. Maintenance, repairs, and services to the unit will be in accordance with the Authority's Maintenance Plan, which is incorporated herein by reference.
- B. Resident will pay charges for maintenance, repairs, and services (beyond normal wear and tear) caused by Resident, Household Members or Guests, as reflected in the current Schedule of Sales & Services for Charges posted in the Management Office and incorporated herein by reference.
- C. Maintenance, repair or service charges will be due on the first day of the month following a fourteen (14)-day written notice of the charge(s) sent by Management to Resident. Failure to pay such charges by the date due shall be considered a serious violation of the Lease and grounds for termination of this Lease.
- D. Management shall not be responsible for the repair of Resident-owned appliances or any damages to Resident's possessions or property.

VII. RE-EXAMINATION OF RENT, UNIT SIZE, AND ELIGIBILITY FOR CONTINUED OCCUPANCY

A. Annual Re-examination

- 1. Management will conduct an annual re-examination (review) to determine whether any changes have occurred in Resident's family circumstances, which would affect rent, eligibility, and appropriateness of unit size.
- 2. Management will review family's compliance with the Community Service/Self-Sufficiency Policy, incorporated herein by reference.
- 3. All adult members of Resident's household must accompany the head of household to the annual re-examination interview (subject to reasonable accommodation for persons with disabilities).
- 4. Resident will furnish upon request applicable information needed for certifications for rent, eligibility, and unit size determinations.
- 5. Resident's misrepresentation or failure to report facts relevant to the annual re-examination or failure to sign and submit certifications and releases as requested, shall be considered a serious violation of this Lease and grounds for termination of this Lease.
- 6. Resident's failure to appear at the first scheduled re-examination appointment shall result in a warning being issued to Resident. Management shall schedule a second re-examination appointment and give notice pursuant to Section XIV herein. Should Resident fail to appear at the second re-examination appointment, Management may, at its option, terminate this lease. Nevertheless, Management's decision to pursue other options besides termination will in no way waive its rights to later opt to terminate this lease.

B. Changes in Rent

- 1. Rent will not be changed during the first year of this Lease or between annual re-examinations, unless during such period:
 - a. It is determined that rent is based on false or incomplete information supplied by Resident;
 - b. It is found that an error was made at admission or re-examination (Resident will not be charged retroactively for error made by Management);
 - c. At regular re-examination, it was impossible to verify Resident's income: In this case, a temporary rent will be charged and Resident must report to the Management every thirty (30) days until a regular rent can be set. Such rent will be effective on the date the temporary rent

was originally set, and any difference between the temporary rent rate and the regular rent rate resulting in an overpayment by the Resident will be credited to Resident's account. Any difference resulting in an underpayment by the Resident will be due and payable on the first day of the month following the date the regular rent is set;

- d. A rent increase or decrease is necessary to comply with requirements of HUD or other requirements of law;
- e. An increase in annual gross income has occurred;
- f. Resident can show a change in circumstances (such as loss of job or emergency medical costs) or a decline in income which would justify a reduction in rent;
- g. Public Assistance (for example, TANF, SSI) to Resident or Household Member is begun or is terminated; EXCEPT that pursuant to Section 512 (12)(d) of the Quality Housing and Work Responsibility Act of 1998 rent will not be reduced due to reduction or suspension of welfare benefits, if the reduction or suspension is due to fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement; or
- h. There is a change in Resident's family composition that would affect rent.
- 2. Any and all changes in family income and composition that would cause a **change in rent must be reported by** Resident to Management **within ten (10) days** of such change(s).
- 3. No change will be made in rent until Management has received adequate verification to justify the change and Resident has received a Notice of Rent Adjustment from Management.
 - a. Decreases in rent will be effective the first day of the month following the month in which the change was reported to and verified by Management. Resident may be required to provide additional information for verification purposes, in which case, rent decreases will not apply until the first day of the month following the month in which all requested information has been delivered by Resident to Management.
 - b. **Increases** in rent will be effective the first day of the second month following the month in which the change was reported to and verified by Management, unless the increase is due to false or incomplete information supplied by Resident.

If Resident did not timely furnish the information requested by Management or if Resident misrepresented and/or failed to report facts upon which rent was based so that the rent being paid is less than the rent which should have been charged, any rent savings due to such misrepresentation or omission will be due and payable immediately by Resident.

- 4. Resident will accept a "Notice of Rent Adjustment," as an amendment to this Lease.
- 5. Resident can ask for explanation and a hearing under the Grievance Procedure if Resident does not agree with the determination.

C. Changes in Unit Size

Should Resident's family composition cease to conform to Management's Occupancy Standards as outlined in the ACOP Policy, Resident will transfer to an appropriate size unit after receiving appropriate notification by Management that such unit is available. Resident can ask for explanation and a hearing under the Grievance Procedure if Resident does not agree with the determination.

VIII. RESIDENT/MANAGEMENT OBLIGATIONS

A. Resident Agrees:

1. To use the unit solely as a private dwelling for the exclusive use of Resident and Household Members as listed in Section I herein, including temporary visits by Guests, and not to use or permit the use of the unit for any other purpose. Upon receiving written consent from Management, Resident and Household Members may engage in legal profit making activities at the unit, where Management determines that such activities are incidental to primary residential use, and other criteria established by Management is met;

- 2. Not to assign this Lease, sublet, or transfer possession of the unit;
- 3. Not to provide accommodations to boarders or lodgers, or other persons not listed on the Lease, except that Resident may, with Management's written approval, provide accommodations to foster children or a person providing live-in care for a member of the household;
- 4. Not to have Guests or visitors for more than seven (7) consecutive days or more than fifteen (15) cumulative days, without prior written approval of Management. To abstain from inviting Guests onto the premises who have criminally trespassed, or who are engaged in criminal activity or other activity that may affect the health, safety or peaceful enjoyment of the development. Management may regulate, limit or prohibit from the property those persons who have previously disturbed other residents or violated this Lease or Management policies regardless of Resident's personal relationship to those persons;
- 5. Not to allow anyone, other than the Household Members, in any way to represent to another agency that they are residing in the unit (i.e. Department of Public Safety, police department, U.S. Post Office, etc.). This includes allowing others to receive mail at the unit. Resident's failure to take action to correct the misrepresentation of residency after receiving actual or constructive notice will be considered the same as if Resident permitted the misrepresentation;
- 6. To notify Management in advance so as to make arrangements for the care of the unit while Resident and Household Members, and other persons under the resident's control will be away from the unit for more than fifteen (15) consecutive days;
- 7. To abide by and assure that Household Members, Guests and other persons under the Resident's control abide by the Community & Resident Rules, set forth by Management for the benefit and well-being of the unit and community, which shall be posted in the Management Office and incorporated herein by reference;
- 8. To refrain from, and cause Household Members, Guests and other persons under the resident's control to refrain from keeping, maintaining, harboring, or boarding any dog, cat, livestock, or pet of any nature at the unit or development, unless the pet is approved by Management and registered in accordance with Management's Pet Ownership Policy, which shall be posted in the Management Office and incorporated herein by reference. A verified disability that warrants the possession of a service or companion animal is the only exception.
- 9. To use all electrical, plumbing, sanitary, heating, ventilation, air-conditioning, elevators and other appurtenances in a manner that conforms to their common and reasonable use;
- 10. To comply with all obligations imposed upon Residents by applicable provisions of City, State, and Federal codes that materially affect health and safety;
- 11. To abide by Management's Housekeeping Policy, incorporated herein by reference, and to keep the unit and such other areas, as may be assigned to the Resident for the Resident's exclusive use, in a clean and safe condition. To dispose of all garbage, rubbish, and other waste in a sanitary and safe manner;
- 12. To take reasonable precautions to prevent fires, to refrain from storing or keeping flammable materials at the unit, and to ensure that smoke alarms remain in their installed locations and are operable at all times;
- 13. Not to make any repairs or alterations (including installing new locks), not to install or erect any equipment, buildings or structures; and not to install a satellite dish or radio/television antennas without written approval of Management (which requires meeting the established criteria);
- 14. To avoid obstructing sidewalks, areaways, passages or stairs, and to avoid using such areas for purposes other than going in and out of the unit;

- 15. To comply with the Lawn Care Policy, incorporated herein by reference, in maintaining assigned yard(s) in a neat and orderly manner by picking up and removing trash and by mowing the lawn where applicable. Residents unable to perform lawn care due to age or a verified disability, shall be exempt from this provision;
- 16. To refrain from placing signs of any type in or about the unit, except those allowed under applicable zoning ordinances and then only after having received written permission from Management;
- 17. To pay repair charges for damages (beyond normal wear and tear) to the unit or to the development caused by the Resident, Household Members, Guests and other persons under the Resident's control, according to the Schedule of Other Charges, incorporated herein by reference.
- 18. To pay for damages caused by fire or smoke that are a direct result of negligence (as determined by the Fire Department) on the part of the Resident, Household Members, Guests, or other persons under the Resident's control. Such fire and smoke damage charges shall be the amount of the repair/replacement, actual costs, or the deductible amount on the Management's fire insurance policy, whichever is less;
- 19. To refrain from, and to cause Household Members, Guests, or other persons under the Resident's control to refrain from destroying, defacing, damaging or removing any part of the unit, community, development or neighboring properties;
- 20. To act, and cause Household Members, Guests, or other persons under the Resident's control to act in a manner which will not disturb the peaceful enjoyment of the other residents, household members, guests and persons under the other residents' control; and which will be conducive to maintaining the community in a decent, safe, and sanitary condition;
- 21. To act in a cooperative manner with Management staff. To refrain from and cause Household Members, Guests, or other persons under the Resident's control to refrain from activity that threatens the health or safety of Management staff, including but not limited to, acting or speaking in an abusive or threatening manner toward Management staff;
- 22. To refrain from and assure that the Household Members, Guests, or other persons under the Resident's control will refrain from displaying, using, or possessing any illegal firearms (operable or inoperable) or other illegal weapons (as defined by the Texas Penal Code) in violation of the laws of the State of Texas, anywhere in around, or near the development premises;
- 23. To refrain from and assure that the Household Members, Guests or other persons under the Resident's control, refrain from engaging in alcohol abuse, or a pattern of abuse that Management determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- 24. To comply with and cause all Household Members, Guests, or other persons under the Resident's control to comply with the terms of Screening and Eviction Policy incorporated herein by reference. Residents, Household Members, Guests or other persons under the Resident's control shall not engage in any violent criminal activity¹; criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents (to include acting or speaking in an abusive or threatening manner toward other residents, household members, guests or others under resident control); or any drug related criminal activity² in any place. Any

¹ "Violent criminal activity" means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage."

² "Drug-related criminal activity" means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug [as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)]. Management considers an individual to have engaged in drug-related activity if there is evidence of drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in an arrest and/or conviction.

such activity by Resident or Household Members in any place, regardless of whether in the unit, in the community or outside of the unit and the community, is grounds for termination. Such activity by Guest(s) of a Resident, Household Member or other persons under the Resident's control is prohibited on the premises; and any and all such violent, criminal or drug activity by Guest(s) of a Resident, Household Member or other persons under Resident's control shall be cause for termination of tenancy and eviction from the premises.

- 25. To leave the unit in a clean and good condition upon vacating.
- 26. To return all unit and mailbox keys on the first business day after Resident vacates the unit to the Management Office, and to pay the cost of replacement keys for those that Resident fails to return.

B. Management Agrees:

- 1. To maintain the unit and development in a decent, safe, and sanitary condition.
- 2. To comply with the requirements of all applicable building codes, housing codes, state laws and HUD regulations materially affecting health and safety.
- 3. To make necessary repairs to the unit, within a reasonable time period, upon receiving appropriate notice from the Resident.
- 4. To maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances (ranges and refrigerators), and elevators (where applicable), supplied or required to be supplied by Management. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.
- 5. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual family) for deposit of ashes, garbage, rubbish, and other waste removed from unit by Residents in accordance with Section VIII (A)(11) herein.
- 6. To furnish utilities in accordance with the ACOP Policy and as outlined in Section V herein.
- 7. To notify Resident in writing of the specific grounds for any proposed adverse action (including but not limited to notices of intent to terminate Lease, requirement to transfer Resident to a different unit, any increase in rent, charges for maintenance repair or for excess utility usage) and of the right to a hearing under the Grievance Procedure (if applicable) posted in the Management Office and incorporated herein by reference.
 - a. In the case of Lease termination, a notice that complies with 24 CFR 966.4(I)(3) shall constitute adequate notice of proposed adverse action.
 - b. If the Resident is disabled or handicapped, Management will provide assistance in accordance with the equal access statement in the ACOP Policy.
 - c. Management shall not take any proposed adverse action until time for Resident to request a hearing under the Grievance Procedure (if applicable) has expired or the grievance process is complete.
- 8. To inspect the unit with Resident or Resident's representative before Resident moves in and to give Resident a written statement of the condition of the unit, the equipment and/or appliances provided with the unit, signed by both parties.
- 9. To inspect the unit, when Resident moves out, and give Resident a written statement of charges, if any, for repairs (provided that Resident complied with Section IV (D) herein). Resident shall be notified and may participate in this inspection unless Resident has vacated without notice.

- 10. To post in the Management Office copies of all rules, regulations, and other documents which are part of this Lease (by attachment or reference), and to make these available to the Resident.
- 11. For all aspects of this Lease and the Grievance Procedure, to provide disabled persons reasonable accommodation, to the extent necessary to provide such persons with an opportunity equal to that of a non-disabled person, to use and occupy the unit.
- 12. To enforce the terms of this Lease fairly, impartially, and in good faith.

IX. PARKING

Management may regulate the time, manner, and place of parking cars, trucks, motorcycles, and bicycles. Management may have improperly parked vehicles removed from the development, under applicable State statutes. A vehicle is prohibited on Authority property if it:

- A. Has a flat tire(s) or other condition rendering it inoperable;
- B. Has an expired license or inspection sticker;
- C. Takes up more than one parking space or extends beyond one parking space;
- D. Belongs to a Resident, Household Member, Guests or other persons under the Resident's control who has surrendered or abandoned the unit;
- E. Is parked in a marked handicap space without the legally required handicap insignia;
- F. Blocks another vehicle from exiting or prevents an emergency vehicle from entering;
- G. Is parked in a fire lane or designated "no parking" area;
- H. Is parked in a space marked for other residents;
- I. Is parked on the grass or other area not intended for parking; or
- J. Is an over-sized vehicle such as a semi-tractor, trailer, camper, motor home or industrial vehicle

X. DEFECTS AND CONDITIONS HAZARDOUS TO LIFE, HEALTH AND SAFETY

In the event the unit is damaged to the extent that conditions are created which are hazardous to the life, health or safety of the occupants, the following provisions apply.

A. Management Responsibilities

- 1. Management shall be responsible for repairs of the unit within a reasonable period of time after receiving notice from Resident. If the damage was caused by the Resident, Household Members, Guests, or other persons under the Resident's control, then the reasonable cost of the repairs shall be charged to the Resident.
- 2. Management shall offer Resident alternate accommodations, if available, where necessary repairs cannot be made within a reasonable time.
- 3. In the event repairs cannot be made by Management within a reasonable period of time or alternative accommodations are unavailable, then rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling, as determined by Management. However, no abatement shall occur, if Resident rejects an offer by Management of alternative housing or if the damage was caused by the Resident, Household Members, Guests or other persons under the Resident's control.
- 4. If Management determines a unit should not be occupied because of an imminent danger to life, health and safety of Resident and household and alternative housing is refused by Resident, this Lease shall be terminated and any rent paid for the month in which the Lease is terminated will be refunded to Resident.

B.Resident Responsibilities

- 1. Resident shall immediately notify Management of any damage or condition hazardous to life, health or safety.
- 2. Resident shall accept any replacement housing offered by Management during repair period.

- 3. Resident shall continue to pay full rent, less any applicable discount agreed upon by Management, during the time damage remains un-repaired.
- 4. Resident agrees to pay the cost of repairs for damage that is determined to be the fault of the Resident, Household Members, Guest, or other persons under the Resident's control.

XI. ENTRY OF THE UNIT DURING OCCUPANCY

- A. Management shall be permitted to enter the unit upon reasonable advance notification to Resident and during reasonable hours to perform routine inspections and maintenance, to make improvements or repairs, or to show the unit for re-leasing. A written statement specifying the purpose of the entry delivered to the unit at least 48 hours before such entry shall constitute reasonable advance notice. Reasonable advance notice is not necessary where entry is requested by Resident.
- B. Management may enter the unit at any time without advance notification when there is reasonable cause to believe that an emergency exists or in order to post a notice that may be required under this Lease.
- C. If the Resident and all adult Household Members are absent from the unit at the time of entry, Management shall leave, in the unit, a written statement specifying the date, time and purpose of entry prior to leaving the unit. Management's Inspection Policy is incorporated herein by reference.

		XII. KEYS		
Management will provide Resident	1	unit key(s) and	1	_ mailbox key(s). Resident may not
duplicate such keys. Any member of	of the Res	sident's household	, per Se	ection I herein, who has moved out
of the unit is no longer entitled to such	ch kevs ι	ınless Managemer	nt expre	ssly so authorizes in writing.

XIII. ABANDONMENT AND ABANDONED PROPERTY

- A. Abandoning the unit ends the Family's right to possession of the unit for all purposes. Abandonment is determined according to the standards as follows.
 - 1. Abandonment occurs when:
 - a. Everyone appears to have moved out in Management's reasonable judgment:
 - b. Clothes, furniture, and personal belongings have been substantially removed in Management's reasonable judgment;
 - c. Family has been in default for non-payment of rent for five (5) consecutive days or any utility for the unit has been disconnected or terminated; and
 - d. Family has not responded within two (2) days after a notice of entry has been either hand delivered, left on the inside of the main entry door, or mailed (not later than the fifth (5th) calendar day before the date which the door locks are to be changed). The notice of entry will state that Management considers the unit abandoned, the earliest date that Management proposes to change the locks, the amount of rent the Resident must pay to prevent changing the locks, and the address where such payment can be made.
 - 2. Ten (10) days after the death of a sole resident, Management will consider that resident's unit abandoned.
- B. If there is no response to the notice of entry referred to above, Management will take possession of the unit, provided the rent still remains unpaid.
- C. Any possessions left in the abandoned unit will be removed and stored by Management for thirty (30) days, so long as Resident is not present when possessions are removed from unit. Storage is at the expense of the Resident. After storing the possessions for thirty (30) days, Management may dispose of the possessions in any manner that Management chooses.

D. Nothing in this Section shall limit Management's right to immediately dispose of trash or other property appearing to have no value.

XIV. NOTICE PROCEDURES

- A. Notice to Resident shall be in writing and either delivered to Resident or an adult member of Resident's household or sent by prepaid first class mail and properly addressed to Resident at the unit address.
- B. Notice to Management shall be in writing and either delivered to the Management Office or the Central Office at 818 S. Flores, San Antonio, Texas 78204 or sent by prepaid first class mail properly addressed to:

 , San Antonio, TX. 782
- C. If Resident is visually impaired, all notices will be in an accessible format.

XV. TERMINATION OF LEASE

- A. The only manner by which Resident may terminate this Lease is by giving thirty (30) days written notice to Management in the manner specified in Section XIV herein. This is a condition for refunding the Security Deposit.
- B. Notice of termination by either party to this Lease may be given on any day of the month.
- C. Management may terminate this Lease for serious or repeated violations of material terms of this Lease or for other good cause. The specific mention in this Lease that certain violations are considered serious violations and grounds for termination of the Lease does not prohibit Management from asserting in any proceeding that other violations of the Lease are serious violations and grounds for termination. Management's failure to terminate this Lease for serious or repeated violations shall not constitute waiver or prohibit Management from terminating the Lease upon a Resident's subsequent serious or repeated violations of the Lease.
- D. The Authority will immediately and permanently terminate tenancy of households with a participant who is convicted of manufacturing or producing methamphetamine (speed) in the building or complex where the unit is located, including common areas and grounds, in violation of any Federal or State law.
- E. Management may terminate the tenancy if a member of the household 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 violating a condition of probation or parole imposed under Federal or State law.
- F. Management shall give Resident written notice of such termination as outlined in Section XIV herein. Such notice shall: include the specific grounds for termination; inform Resident of the right to make such reply as the Resident may wish; inform Resident of the right to, at Resident's request, examine and copy (at Resident's expense) the Management's documents (including records and regulations) directly relevant to the termination or eviction before the hearing or trial; and inform Resident of the right to request a hearing in accordance with the current Grievance Procedure (if applicable).
- G. A Notice to Vacate may be combined with and run concurrently with notice of lease termination. The Notice to Vacate must be in writing and specify that if Resident fails to vacate the unit within the applicable statutory period, appropriate action will be brought against Resident. Notice shall be:
 - 1. **Three (3) days** if the health or safety of other residents, Authority employees, or persons residing in the immediate vicinity of the unit is threatened; or if any member of the household has engaged in any drug related criminal activity or violent criminal activity in any place, or if any member of the household has been convicted of a felony.
 - 2. Fourteen (14) days in the case of failure to pay rent or the chronic late payment of rents.

- 3. Thirty (30) days in all other cases.
- H. Resident shall pay all court costs, Management's reasonable attorney's fees and other expenses incurred in enforcing or defending this Lease and in recovering possession of the unit. Management's Screening and Eviction Policy is posted in the Management Office and incorporated herein by reference.
- I. If Resident is entitled to and begins proceedings under the Grievance Procedure, eviction will not occur until a decision on the grievance is rendered.
- J. This Lease shall terminate upon abandonment of the unit by Resident as outlined in Section XIII herein.
- K. If this Lease is terminated because of criminal activity, Management will immediately notify the United States Post Office that Resident is no longer a Resident of the Authority and does not receive mail at the unit.
- L. After Management gives notice to vacate or after Management files an eviction suit, Management may still accept rent or other sums due; and such notice, filing, or acceptance shall not waive or diminish Management's right of eviction or another contractual or statutory right. Acceptance of monies at any time will not waive Management's right of property damages, past or future rent, or other sums due.

XVI. GRIEVANCE PROCEDURE

- A. All grievances, disputes or appeals arising from this Lease that are subject to the Grievance Procedure shall be processed and resolved pursuant to the Grievance Procedure posted in the Management Office and incorporated herein by reference.
- B. Excluded from the grievance procedure are any grievances concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or Authority employees; or any violent or drug related criminal activity in any place; or any criminal activity that resulted in felony conviction of a Household Member. In such cases, Management will evict Resident through judicial eviction procedures without providing the opportunity for a hearing under the Grievance Procedure.

XVII. COMMUNITY SERVICE/SELF SUFFICIENCY ACTIVITY REQUIREMENT

The Quality Housing and Work Responsibility Act of 1998 requires, as a condition of Lease renewal, that all non-exempt Public Housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes and other activities which help an individual toward self sufficiency and economic independence. Failure to comply with the Authority's Community Service/Self Sufficiency Policy, incorporated herein by reference, will result in non-renewal of this Lease.

XVIII. PRE-SUIT MEDIATION

Resident agrees that should there arise any dispute with this Lease, with Management or any other matter in any way related to the tenancy of the unit, which dispute is not resolved through the Grievance Procedure, it is a precondition to Resident filing any action concerning any such dispute that Resident submits the dispute to non-binding mediation, except in the case where immediate injunctive relief is sought by the Authority. Upon Resident giving notice of a request for mediation, Management will make itself available for mediation within thirty (30) days of that notice.

XIX. WAIVER

No delay or failure by the Management in exercising any right under this Lease, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

XX. SMOKE DETECTORS

Management will furnish smoke detectors as required by law and will test them and provide working batteries when Resident first moves into the unit. After moving in, Resident must pay for and replace batteries as needed. Management may replace dead or missing batteries at Resident's expense without prior notice to Resident. Resident must immediately report smoke detector malfunctions to Management. Neither Resident nor Household Members or Guests, and other person's under the Resident's control may disconnect smoke detectors. If Resident, Household Members or Guests, and other person's under the Resident's control damage or disconnect the smoke detector(s) or remove a battery without immediately replacing it with a working battery, Resident may be liable to Management under Section 92.2611 of the Property Code for \$100 plus one month's rent, actual damages and attorney's fees. Resident will be liable to Management and others for loss or damage from fire, smoke, or water if that condition arises from Resident, Household Member or Guest, and other person's under the Resident's control disconnecting or damaging the smoke detector(s), or failing to replace a battery or report malfunctions to Management.

LIABILITY

Management will not be liable to Resident, Household Members, Guests, or other persons under the Resident's control for any damages or losses to person or property caused by other persons, including theft, burglary, assault, vandalism or other acts or omissions by other persons. Management will not be liable to Resident, Household Members, Guests, other persons under the Resident's control or other third parties who have left property with Resident, for personal injury or for damage to or loss of personal property (furniture, jewelry, clothing, etc.) from fire, flood, water, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities, or other occurrences. **Management strongly recommends that Resident obtain insurance at resident's expense so as to protect against all of the above occurrences.** Resident agrees that existing locks and latches are safe and acceptable, subject to Management's duty to make needed repairs of same upon written request by Resident. Management shall have no duty to furnish smoke detectors, security guards, or additional locks and latches.

XXII. DISCLOSURE RIGHTS

If information is requested from Management regarding Resident or Resident's rental history for purposes of law enforcement, government or business, Management may provide such information to other persons, agencies or companies.

XXIII. MODIFICATION OF THIS LEASE

- A. This Lease and all policies, rules and regulations which are a part of this Lease by attachment or by reference may be modified from time to time by Management provided Management gives at least a thirty (30) days written notice to each Resident setting forth the opportunity to present written comment which shall be taken into consideration by Management prior to the proposed modification becoming effective. A copy of such notice shall be either delivered or mailed to each Resident or posted in at least three (3) conspicuous places in the Management Office.
- B. THIS LEASE AND ALL OF THE POLICIES THAT ARE INCORPORATED HEREIN BY REFERENCE, TOGETHER WITH ANY FUTURE ADJUSTMENTS OF RENT, EVIDENCES THE ENTIRE AGREEMENT BETWEEN MANAGEMENT AND RESIDENT. NO CHANGES HEREIN SHALL BE MADE EXCEPT IN WRITING, SIGNED AND DATED BY ALL PARTIES TO THIS LEASE, EXCEPT FOR SECTION I. HOWEVER, NOTHING SHALL PRECLUDE MANAGEMENT FROM MODIFYING THIS LEASE TO TAKE INTO ACCOUNT REVISED PROVISION OF LAW OR GOVERNMENT ACTION.

IN WITNESS WHEREOF, the Parties have executed this Dwelling Lease thisday of, 200 in San Antonio, Texas.						
RESIDENT AGREES THAT ALL THE PROVISIONS OF THIS LEASE ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN.						
By the signature(s) below I/we certify that no member o with any federal housing assistance program, unless sexecution of the lease, or before Management approval	uch fra	ud was fully disclosed to Management before the				
I/we further certify that all information or documentation to Management in connection with any federal housing are true and complete to the best of my/our knowledge	j assist	ance program (before and during the lease term)				
By Property Manager		Resident				
Housing Authority of the City of San Antonio		Resident				
		Resident				
owner) may be subject to penalties for unauthorized discleronsent forms. Use of the information collected on the basis. Any person who knowingly or willingly requests, obtains or an applicant or participant may be subject to a misden participant affected by negligent disclosure of information may be appropriate, against the officer or employee of HUD improper use. Penalty provisions for misusing the social se U.S.C. 208 (f) (g) and (h). Violations of these provisions	s of this disclos neanor may bri or the curity n	verification is restricted to the purposes cited above. es any information under false pretenses concerning and fined not more than \$5,000. An applicant or ng civil action for damages and seek other relief, as owner responsible for the unauthorized disclosure or umber are contained in the Social Security Act at 42				
Copies of the following have been provided to Family:						
☐ Community Service/Self-Suffiency Policy		Lead Hazard Information Pamplet & Disclosure Addendum				
☐ Grievance Procedure		Pet Ownership Policy (if applicable)				
 ☐ Housekeeping Standards Policy ☐ Smoke Detector Certification 		Lawn Care Agreement Schedule of Other Charges				
 Policy Prohibiting Discrimination & Harassment Complaints of Discrimination/ Harassment Non-Disabled Families Offered accessible Units 		Community & Resident Rules Other				
(if applicable)		Other				

EMERGENCY MAINTENANCE NUMBER: 477-



COMMUNITY & RESIDENT RULES

A. GENERAL PROVISIONS

- Applicability. Resident will be held accountable for his/her actions, as well as for the actions of Resident's Household Members, Guests, and other persons under Resident's control. Violations of the rules herein by Resident's Household Members or Guests can result in termination of Resident's Lease. "Guest" includes persons in the unit or on the development premises with consent of the resident.
- 2. **Compliance with Rules.** Resident, Household Members, Guests, and other persons under Resident's control will comply with necessary and reasonable regulations promulgated by Authority, for the benefit and wellbeing of the development community, other residents, and the development property.
- Incorporated in the Lease. These Rules will be incorporated by reference in Resident's Lease.
- 4. Grounds for Termination. Serious or repeated violations of these Rules by Resident, Household Members, Guests, or other persons under Resident's control will be grounds for termination of the Lease. The specific mention that certain violations are strictly prohibited or considered serious violations and grounds for termination of the Lease does not prohibit management from asserting in any proceeding that other violations of these Rules are serious violations and grounds for termination of the Lease.

B. RULES RELATING TO RESIDENT'S CONDUCT AND BEHAVIOR

- Peaceful Conduct. Resident, Household Members, Guests, and other persons under Resident's control will not disturb other residents' rights to the peaceful enjoyment of their accommodations, and will at all times conduct themselves in a way that is conducive to maintaining the development community in a decent, safe, and sanitary condition.
- 2. Prohibited Activity. Resident, Household Members, Guests, and other persons under Resident's control are prohibited from engaging in any activity, that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or Authority employees; or any violent criminal or drug-related criminal activity on or off the development premises, or any activity resulting in a felony conviction. Furthermore, possessing drug paraphernalia or a controlled substance is prohibited, as is the illegal use or pattern of illegal use of a controlled substance, or abuse or pattern of abuse of alcohol, when such is determined by the Authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- 3. Loud, Annoying or Disturbing Noise Making. Resident, Household Members, Guests, and other persons under Resident's control will not make or create any

- noise or sound with a volume, intensity or duration that annoys or disturbs the quiet, peaceful enjoyment, or comfort of the premises by any other residents.
- 4. **Disruptive, Offensive, and Destructive Conduct.** Resident, Household Members, Guests, and other persons under Resident's control will not engage in any conduct that disrupts the peacefulness of the development, community, or damages the real or personal property of any other resident or of the Authority.
- 5. Vulgar or Obscene Language or Behavior. Resident, Household Members, Guests, and other persons under Resident's control will not engage in vulgar or obscene behavior or language, or make verbal or physical threats toward other residents, Authority employees or law enforcement personnel, or other persons in the unit, or on the development premises, or in the immediate vicinity.
- 6. Use of Display of Weapons. Resident, Household Members, Guests, and other persons under Resident's control will not possess, use or display, except in self-defense, a weapon or threatening object, including a firearm, knife, BB or pellet gun, club, chain, blackjack, night stick, etc., on or off the development premises, in a manner calculated to cause alarm, fear, injury or damage to a person or their property. Illegal weapons are strictly prohibited on the development premises.
- 7. **Stolen Property.** Resident, Household Members, Guests, and other persons under Resident's control will not possess, store, sell or convey stolen property in a unit, or on the development premises.
- 8. Law Enforcement Interference. Resident, Household Members, Guests, and other persons under Resident's control will not interfere with any law enforcement personnel or activity, or hinder the arrest of any person on the development premises. Harboring a fugitive, felon, registered sex offender, parolee or allowing an individual with a warrant for their arrest in the unit is strictly prohibited and is grounds for termination of the Lease.
- 9. Alcoholic Beverages. Resident, Household Members, Guests, and other persons under Resident's control will not consume or distribute alcoholic beverages beyond the lawn area designated for Resident's exclusive use. Furthermore, alcoholic beverages will not be consumed or distributed in the common areas, which include the ways, walks, playgrounds, easements, yards, driveways, parking lots and other areas on the development premises. Selling alcoholic beverages on Authority property is strictly prohibited.
- 10. Glass Containers Outside Dwelling Unit. Resident, Household Members, Guests, and other persons under the Resident's control will not possess, carry or discard, except in designated trash receptacles, breakable glass or glass containers outside the unit or in the common areas, which include the ways, walks, playgrounds, easements, yards, driveways, parking lots and other areas on the development premises.
- 11. **Smoking.** Resident, Household Members, Guests, and other persons under Resident's control will not smoke or use any tobacco products in enclosed common areas.

- 12. **School Attendance.** Residents will ensure that all Household Members between the ages of six (6) and sixteen (16) years of age, and those who have not completed the academic year in which their seventeenth (17th) birthday occurred, attend school as required by the Texas Education Code, Sec. 25.085, unless specifically exempted by Sec. 25.086 because of, but not limited to, handicap, physical or mental condition or expulsion.
- 13. Curfew. Resident, Household Members, Guests, and other persons under Resident's control following City Ordinance No. 88874 (Supplement No. 42), will not permit any minor (under seventeen (17) years of age) to congregate loiter, walk, run, stand, drive, ride or play in or upon the ways, walks, drives, playgrounds, parking lots, and other common areas of the development premises, either on foot or in any vehicles driven or parked thereon, between the hours of 10:30 p.m. and 6 a.m. Sunday through Thursday, and 12:00 midnight and 6 a.m. on Friday and Saturday. The daytime curfew prohibits minors from being out in public between the hours of 9:00 am and 2:30 pm Monday Friday unless the minor is:
 - a. accompanied by a parent or another adult, approved by a parent;
 - b. on an emergency errand or other errand under direction of a parent;
 - c. on the sidewalk, with a parent's or guardian's permission in front or behind the unit where the minor resides;
 - d. engaged in, going to, or returning from employment, or a school, religious, or recognized volunteer work at a charity institution, or government sponsored activity;
 - e. exercising a right, including the free exercise of religion, speech or assembly, under the First Amendment to the United States Constitution;
 - f. married or previously married or emancipated as a minor pursuant to Texas Family Code, Chapter 31, Title 2.

Furthermore, any Resident, Household Member, Guest, or other person under the Resident's control who, as the parent, guardian or other person having the care, custody or control of a minor, permits or by ineffective control, allows the minor to violate the curfew, violates the Lease, and in such case Resident will be subject to Lease termination.

C. RULES RELATING TO THE UNIT

1. Door locks, Latches, Locks and Keys. Upon payment of a reasonable charge set forth in the Schedule of Charges, Resident may require the Authority to change or rekey any door lock or install a dead-bolt lock, night-latch, sliding door pin-lock or latch, or peephole door-viewer, if it does not already exist. Resident, Household Members, Guests or any other person under Resident's control are strictly prohibited from installing additional locks that could prevent the Authority from gaining entry and complete access to the unit. Duplicating keys to the unit is also strictly prohibited. The Authority will not issue or provide keys to any person without written permission from Resident.

- Smoke Detectors. Resident will keep working batteries in each smoke detector installed in the unit. Resident will test the smoke detector monthly to check the battery, and will replace non-functioning or missing batteries with new batteries. Resident will immediately report any defective condition of any smoke detector to 477-6262.
- 3. **Absences.** Resident will inform management in writing in advance, if all occupants will be absent from the unit for more than fifteen (15) consecutive days.
- 4. **Pets.** Resident may keep or bring into the unit or onto the development premises certain pets, only as permitted by the Pet Ownership Policy. Furthermore:
 - a. Residents may not keep, feed, or water any unauthorized animals.
 - b. If permitted to keep a pet, residents must comply with all City ordinances and the Authority's Pet Ownership Policy.
 - c. This rule does not apply to animals to assist disabled individuals.
- 5. **Alterations.** Alterations, repairs or redecoration to the interior of the unit or to any Authority equipment; or installing additional equipment or major appliances, including but not limited to clotheslines, telephone jacks, ceiling fans, antennas, wall heaters, swimming pools, trampolines, satellite dishes or other appliances or fixtures, is strictly prohibited without the prior written approval of the Authority.
- 6. **Installation of Burglar Bars.** Burglar bars or other security devices, including alarm systems, are strictly prohibited, without written approval of the Authority and all such devices must comply with applicable City of San Antonio ordinances.
- 7. **Installation of Fences.** Installing fences is strictly prohibited, except according to specifications, and must be with the written approval of the Authority.
- 8. **Installation of Window Air Conditioning Units.** Residents may install window air conditioning units, in the unit, with the written approval of the Authority. Any installation must be made according to specifications required by the Authority and will be inspected by the Authority for compliance.
- 9. **Installation of Major Appliances.** Installing any major appliance, including but not limited to cooking stoves, wood burning stoves or fireplaces, refrigerators, freezers, dishwashers, washing machines, clothes dryers, or ceiling fans, without written approval of the Authority is strictly prohibited. **The Authority will remove unauthorized appliances.**
- 10. **Moving Appliances.** Moving or displacing any Authority supplied appliance is strictly prohibited. If such an appliance needs to be moved or becomes displaced, resident agrees to notify the Authority and the Authority will move the appliance.
- 11. **Use of Barbecue Grills.** Use of any barbecue or propane grill, pit or other incinerator, within five linear feet of or beneath any combustible surface, including but not limited to decks, porches, balconies, walls, or verandas is strictly prohibited.
- 12. **Fire Hazards.** Resident, Household Members, and Guests, and other persons under Resident's control will not burn candles or have open flames in the unit, or create any fire hazard that endangers any person or property.

- 13. **Power Failures.** Resident, Household Members, and Guests, and other persons under Resident's control will use flashlights or other battery operated lighting and not candles or open flames for lighting in case of interruption of electrical service.
- 14. **Balconies and Patios.** Balconies and patios attached to units will not be used for storage and will be kept free from clutter, trash or debris.
- 15. **Window Coverings.** Window coverings hung in the unit must have a lining or backing which is white in color, in order to provide a uniform appearance of the building from the outside.
- 16. **Waterbeds.** Waterbeds are strictly prohibited from second or higher floors of a unit or building. Waterbeds will not be kept in a unit without written Authority approval and payment of an additional security deposit or proof of renter's liability insurance, at the sole discretion of the Authority.
- 17. **Privately Owned Outdoor Recreational Equipment.** Swimming pools, trampolines, and inflatable bouncers are strictly prohibited.

D. RULES RELATING TO THE DEVELOPMENT

- 1. Parking. Resident, Household Members, Guests, and other persons under Resident's control will park motor vehicles in parking areas designated by the Authority. Residents will pay fines or charges incurred by the Authority for removing improperly parked or unregistered vehicles. Furthermore, Resident, Household Members, Guests and other persons under Resident's control are required to keep all motor vehicles in their care and control, which are parked within development premises, current with Texas state motor vehicle rules and regulations, to include but not limited to registration, safety inspections, and emissions checks. The Authority reserves the right to remove at Resident's cost, any and all vehicles that are or appear inoperable.
- 2. Criminal Trespassing. The development premises are for the exclusive use and enjoyment of all residents, household members, guests, and other persons under residents' control and such other persons who have legitimate business on the premises (e.g., law enforcement and other governmental personnel, utility service workers, Authority contractors, and others as authorized by the Authority). All other persons on the development premises will be regarded as trespassers subject to prosecution as allowed by state law and/or municipal ordinance, and specifically outlined in the Texas Penal Code Section 30.05. Any person who desires access to any development premises and any person found on the walkways, playgrounds, parking lots, drives, streets, alleys, breezeways and other common areas of the development premises will be requested by law enforcement or Authority personnel to identify himself/herself and to provide authority for being on the development premises. Any person that fails or refuses to provide personal identification or authority for being on the development premises will receive a "trespass warning," ordering the person to leave the development premises or be subject to arrest and prosecution to the extent permitted by state law or municipal ordinance. Any further entrance by such person after being issued said warning will result in arrest by appropriate law enforcement personnel. Furthermore, any person violating any Authority rule, or federal, state or municipal law, regulation, or ordinance, will

be ordered by law enforcement and/or Authority personnel to leave the development premises or be subject to criminal prosecution.

- 3. Damages to Property. Any person observed by law enforcement or Authority personnel causing property destruction, including but not limited to, breaking or damaging any glass, window, sash, blind, door, gate or fence, or marring, defacing or injuring any building, structure, fixture, wall, sidewalk, sign, tree, plant, shrub or flower will be subject to arrest and prosecution as permitted by law.
- 4. **Car Washing.** Resident, Household Members, Guests and other persons under Resident's control may not use any exterior water faucet on the development premises for washing cars, or other objects without the written approval of SAHA.
- 5. **Car Maintenance.** Resident, Household Members, Guests and other persons under Resident's control may not change a motor vehicle's oil and undertake major repairs on any motor vehicle on the development premises.
- Storage of Personal Belongings. Resident, Household Members, Guests and other persons under Resident's control may not store personal belongings anywhere on the development premises other than in their dwelling unit, to include common areas and stairwells.
- 7. Obstruction of Walkways and other Common Areas. Resident, Household Members, Guests and other persons under Resident's control may not obstruct walkways or common areas with plants, furniture, or other personal belongings, even for decorative purposes.





SAN ANTONIO HOUSING AUTHORITY

MAINTENANCE PLAN



MAINTENANCE PLAN

GENERAL PERFORMANCE STANDARDS:

Maintenance is the process of maintaining the property's current conditions, and preserving it from deterioration. No aspect of property management has a greater impact on the overall operation than maintenance. Maintenance and repairs enhance the property's curb appeal, which attracts and retains residents. A comprehensive maintenance plan will increase efficiency and reduce costs, contributing directly to the financial stability of the property. The Housing Authority is judged by the physical appearance and condition of the property. The appearance of the property will either welcome prospects or turn them away. The most important part of property management is customer satisfaction, in addition to protecting the value and investment of the property. The most effective way to achieve this objective is to maintain high property maintenance standards.

The standard of maintenance will be consistent with the objective of the Housing Authority to provide decent, safe, and sanitary housing at an economical cost. Other objectives include resident satisfaction, reduction of operating costs, extending the useful life of equipment, and ensuring optimal functioning of the property. The quality of property maintenance directly affects the relationship between residents and staff. Most complaints received from residents are maintenance related. Management's responsiveness to service requests and a well planned and executed maintenance program will eliminate a majority of these complaints. The commitment of staff to develop and maintain a comprehensive maintenance program will have a positive and direct influence on resident satisfaction.

COMPONENTS OF MAINTENANCE SYSTEM

The San Antonio Housing Authority maintenance system shall include six certain Components:

1. SYSTEM OF PRIORITIES FOR SERVICE REQUESTS

1. (A) PRIORITY SYSTEM

The San Antonio Housing Authority's service request priority system ensures that the most important maintenance service is addressed first and that all service is performed in the most cost-effective manner. All San Antonio Housing Authority requests for maintenance will be responded to based upon the priority classification. Each request will be entered into the computer and assigned one of the following priorities:

- 1. Emergency
- 2. Resident Call-in (non-emergency)
- 3. Scheduled

1. (B) EMERGENCY

An emergency service request is unscheduled maintenance that must be done to prevent damage to the property or a threat to the life or safety of residents. When emergency maintenance is required the response must be swift and decisive and the emergency corrected or abated within 24 hours. Emergency items require immediate response. Examples of emergency items are:

- Escaping gas
- Plumbing leaks which have the capacity to create flooding or cause damage to the unit
- Broken window glass which affects unit security, is a cutting hazard or occurs within inclement weather (to be secured or abated)
- Natural gas leak or smell of fumes
- Backed up sewage
- Electrical hazard
- Inoperable refrigerator
- Inoperable stove
- Inoperable SAHA owned air conditioner/heater in units where elderly residents reside
- Lack of functioning toilet (in apartments with only one toilet)
- Broken lock which affects unit security
- Stoves reported as not secured
- No heat when outside temperature is below 50 degrees F., and temperature inside is below 55 degrees F.
- Waterlogged ceiling in imminent danger of falling
- Non functioning smoke alarm
- Lock outs with proper identification and/or recognition
- Elevators reported as inoperable
- Any report of fire
- Window screens reported as missing or unsecured
- Graffiti removal
- Major infestation of rodents or insects
- No hot water
- Roof leaks
- Mold remediation

If a staff member is unsure whether or not a situation is an emergency, he/she will consult with his/her supervisor. If a supervisor is not available, the employee will assume that an emergency exists and respond accordingly.

1. (C) RESIDENT CALL-IN (NON-EMERGENCY)

A resident call-in service request is unscheduled maintenance that does not pose an immediate harm or danger to the resident or the Authority property, but if left unattended could. These will receive priority immediately after an emergency request and must be corrected or abated within 24 hours. Examples of resident call-in service requests items include, but are not limited to:

- Leaky faucets, as they may cause damage or water waste
- Lack of functioning toilet (in apartments with more than one toilet, where at least one toilet is functioning)
- Light switch/outlet not servicing, inoperable light fixture
- Stopped up sink/tub
- Replacement of light bulbs in elderly units
- Requested lock change (unless defined as emergency by supervisor)
- Inoperable interior doorknobs

1. (D) SCHEDULED:

Scheduled maintenance includes the day-to-day upkeep of the property such as daily trash removal, grounds maintenance, filter changes, preventive maintenance, Uniform Physical Conditions Standards (UPCS) inspection/deficiency; housekeeping inspection, pest control, special inspection and quality control inspection. Scheduled maintenance should be completed on the scheduled date.

2. COMPREHENSIVE SERVICING PROCEDURES

2. (A) SERVICING PROCEDURES

Maintenance is the process of keeping the physical components of the property from declining in usefulness and appearance. The property components include; the grounds, buildings, and equipment, both movable and stationary. Everything in the property will need some type of maintenance at some time, which may involve cleaning, servicing, painting, repair, or replacement. A comprehensive maintenance plan will enhance the appearance of the property and reduce operating costs. It will also establish and preserve high morale of the staff. The quality of maintenance has a profound effect on resident relations. When maintenance related issues are not addressed in an effective manner residents lose confidence in the ability of staff, resulting in resident complaints.

The following maintenance procedures are designed to establish the Housing Authority's procedures for reporting, completing, and recording service requests, scheduling, and completing preventive maintenance items, and the process of vacancy preparation.

2. (B) VACANCY PREPARATION:

The process of identification and preparation of items required to bring a unit up to Uniform Physical Conditions Standards (UPCS) for re-occupancy begins when a notice to vacate is given by the resident or the unit is found vacant. Service items to be completed in the vacant unit will be identified by a scope of work. Vacancy preparation must be completed in a timely manner to allow the unit to be available

to lease within ten (10) days, unless otherwise specified by the property manager. Detailed instructions for vacancy preparation is maintained at each property in their Property Management Plan.

2. (C) PREVENTIVE MAINTENANCE:

Note: A preventive maintenance plan is maintained at each property in their Property Management Plan.

Includes; inspections, servicing, cleaning, and repairs on a regular and scheduled basis intended to prolong the life of property and/or equipment. The key to successful preventive maintenance is scheduling necessary repairs prior to failure or breakdown. The goal is to minimize breakdowns and preclude the need for correction and emergency maintenance and repairs. Preventive maintenance is the most important type of maintenance and requires the greatest attention to

planning, scheduling and follow up. The benefits to having a successful preventive maintenance program will be reflected in reduced repair cost, and more efficient personnel scheduling, thereby, guaranteeing the optimum life of equipment and components. Examples include, but are not limited to:

- 1. Inspecting, cleaning, servicing and repairing heating and cooling equipment such as motors, ducting, venting, mechanical and electrical components.
- 2. Replacing HVAC filters.
- 3. Inspecting, repairing structural building components such as roofs, attics, gutters, windows, doors, flooring, siding and paint, electrical and plumbing system.
- 4. Inspecting, servicing and repairing major appliances such as refrigerator, stove, vent hood, dishwasher, microwave oven, garbage disposal, ceiling fan, exhaust fan, sump pump.
- 5. Drain and flush water heater or boiler.
- 6. Exterminating for termites, insects and rodents.
- 7. Lawn maintenance including cutting, tree and shrub trimming and lawn fertilizing

3. SERVICE REQUEST SYSTEM

3. (A) SERVICE REQUEST SYSTEM

The purpose of this section is to establish the Housing Authority's procedures for preparing, scheduling, reviewing, updating, and filing of service requests. All maintenance performed by maintenance personnel, general maintenance contractor or support services will be recorded on the service request form. The service request will be a means of assigning work as well as a record of maintenance performed at each development. The service request system has been developed as follows:

- 1. Resident/staff generated service requests will be made in writing, electronically (via SAHA Website) or by telephone to any of the property or designated staff.
- 2. The service requests will be entered into the computer and assigned a priority, and task code.
- 3. The service request will be assigned to the appropriate staff for completion. If the property manager or maintenance supervisor determines that the service request requires expertise beyond the ability of the property maintenance staff, the service request will be referred to the Trades Department or an outside contractor. The service request will be completed according to priority assignment and the pertinent information will be recorded on the service request.
- 4. If the resident is present, their signature will be obtained on the service request, however, if a resident is not present a copy of the service request will be left in a visible location inside the apartment and a customer comment card will be left to evaluate the service they received.
- 5. The service request will be turned over to the supervisor, who will ensure the service request is updated in the system. Labor and material costs will be input into the system.
- 6. The appropriate supervisor will access the resident charge, if any, and close the service request in the system.
- 7. The manager, the maintenance supervisor or others designated by the property manager, will conduct quality control inspections. Monthly, they will

- tabulate the results of the maintenance survey, report the results to their regional office and take action to correct deficiencies.
- 8. Completed service requests should be filed in the unit maintenance file after update.

All service requests will be responded to; based on priority classification. Each request will be entered into the computer and assigned a priority.

The maintenance request will require a code to identify who initiated the request.

Each service request will describe the service to be performed and the corresponding task code number. Coding of the service request will be done at the time it is entered into the computer. The task code list is divided into categories and in some cases, secondary service categories, e.g., plumbing, electrical.

Pursuant to the Dwelling Lease Agreement a resident shall permit authorized staff to enter the unit under the following conditions:

- a. Resident grants permission during reasonable hours for requested repairs at the time the request is called in.
- b. If permission is not granted at the time the request is called in, the resident will receive a 24-hour notification by staff. After the 24-hour period staff may enter the dwelling unit to complete required maintenance.
- c. If there is reasonable cause to believe that an emergency exists or in response to the resident's request

If all adult household members are absent at the time of entry, a written statement specifying the date, time, and purpose of entry will be left.

The service request will be assigned and upon completion the maintenance staff completing the repairs will sign and obtain a signature of the resident or an adult member of the household if available. If no one is at the unit during repairs, the maintenance staff will affix a door hanger to the exterior door indicating maintenance staff is working in their unit. When the service is completed the maintenance staff will leave the completed door hanger on the inside of the door and leave a maintenance survey in a visible location.

The following information will be documented on the service request at the time the service request is generated:

- 1. Unit id, property name, and TEX number
- 2. Date and time the service request is received
- 3. The name of the person who generated the service request
- 4. The priority code, job code, and task code of the requested service
- 5. A description of the service needed
- 6. After acceptance of the service request, the system issues a service request number

After completion of the service request the following information will be updated on the service request:

- 1. The start and completion dates
- 2. Information on the condition of the smoke alarm operation, and confirmation that the stove is securely bracketed
- 3. A description of the service performed

- 4. The material used, the quantity used, and the cost of the material
- 5. The nature of the use; resident (r), wear and tear (w), or vandalism (v)
- 6. The employee number of the employee who completed the service, the employees hourly wage rate and the overtime rate, and the final labor cost of the service request
- 7. The time spent in completing the repair, as well as whether there was overtime involved
- 8. A recommendation as to whether the resident should be charged for any or all of the repair

An established Board Approved Schedule of Sales and Services will be used to determine the amounts to be charged for resident caused damage. Labor charges are a set fee and material cost is based on the actual cost the HA incurs. All charges must be reviewed and approved by the manager. Staff will bill the resident account or enter into a repayment agreement, when the charges would pose a hardship on the resident if billed in the entire amount.

4. PERIODIC INSPECTIONS

4. (A) UNIFORM PHYSICAL CONDITION STANDARDS (UPCS) INSPECTIONS

Property staff that has been properly trained or a qualified contractor will complete UPCS inspections. Residents will be notified five days in advance of the inspection by the property staff. The inspections' purpose is to ensure each unit meets UPCS Standards and applicable sections of the International Residential Code (IRC) and applicable sections of Texas Real Estate Law related to rental property will be used as a guideline.

Designed to be completed annually, during the authorities fiscal year (July 1 to June 30) on each Unit, Site, Building Systems, Building Exterior, Common Area and playgrounds where applicable. The property manager will coordinate UPCS inspection scheduling with the Maintenance Manager during the fiscal year completing approximately 10% per month. Inspection criteria and execution plan are kept in the Property Management Plan for each property.

All deficiencies will be recorded in the computer system. Emergency work orders will be generated and abated within 24 hours. Non-emergency service items will generate a scheduled repair service request. The development maintenance staff will complete repairs. The property manager will determine whether the resident is charged for any repairs. The housing authority will complete required corrections within 25-calendar days of the inspection date.

The property manager or designated staff will conduct quality control inspections of service requests in accordance with their Quality Control Program maintained in their Property Management Plan.

4. (B) MOVE IN INSPECTIONS

Property management staff and the family will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by the HA and the resident, will be kept in the resident file.

4. (C) HOUSE KEEPING INSPECTIONS

Property management staff will conduct semi-annual housekeeping inspections. Deficiencies noted will be addressed through the service request system and through lease violation notices.

4. (D) OTHER INSPECTIONS

The property management staff will periodically conduct windshield and/or walk-through inspections to ensure good site conditions exits and to determine whether there may be lease violations, adverse conditions or local code violations. Deficiencies noted will be addressed through the service request system or through lease violation notices.

4. (E) QUALITY CONTROL INSPECTIONS

Quality control inspections consist of random calling of completed service requests, and random physical inspections of completed service requests, mailed customer satisfaction surveys, and electronic customer surveys at the SAHA website.

4. (F) MOVE OUT INSPECTIONS

Move out inspections are conducted to establish repairs necessary to return the unit to the rent roll, also to determine the cost of normal wear and tear to assess resident caused damages.

4. (G) EMERGENCY INSPECTIONS

As required to respond to items that can be a potential and probably life-threatening safety hazard, as determined by management.

5. PERFORMANCE GOALS AND STANDARDS

5. (A) PERFORMANCE STANDARDS AND GOALS

It is the goal of the San Antonio Housing Authority to attain the high performer level. The authority has developed and structured it's maintenance program to ensure it's housing inventory is decent, safe, and sanitary, and in good repair. The comprehensive program includes measurable standards for compliance with the Public Housing Assessment System (PHAS). The components of PHAS directly related to the maintenance program include:

- a. Physical Condition
- b. Unit Turn-Around Time
- c. Service request completion
- d. Annual Inspections/Repairs Generated

Each of these components have established procedures for monitoring and tracking progress and targeted goals.

The standards and results expected are included in the annual performance and evaluation of employees to ensure overall goals are met as an Authority.

6. SKILLS TRAINING PROGRAM

By developing a maintenance system that has these components in place, the Authority will have the tools it needs to manage the performance of maintenance service at the San Antonio Housing Authority.

6. (A) TRAINING

In order to operate at peak efficiency it is necessary for SAHA to develop and provide both internal and external training programs. These programs are necessary to assist both SAHA and the employee in developing and furthering their technical skills, craft skills, and other skills designed to benefit SAHA and the employee.

Internal/external training programs will consist of the following:

- An on the job training program designed to upgrade an employees current skills to a given standard. The supervisor will assess training needed and determine if on- the-job training will meet these training needs. Employees may also be assigned to on the job training programs when new skills are to be learned.
- 2. Seminars and training classes will be made available through either HTVN, in house by SAHA staff, and outside contractors/vendors. A variety of maintenance topics will be offered, as well as general education courses.
- 3. Monthly safety training seminars will be conducted by Risk Management to address a variety of maintenance safety issues and concerns.

6. (B) MAINTAINING THE PROPERTY

The process of maintaining the property involves emergency, resident call-in, and scheduled service items, preventive maintenance, inspections, and unit turnover. The service is generated from many sources such as; residents, employees, and inspections.

6. (C) PREVENTIVE MAINTENANCE PROGRAM

Each property has developed a Preventive Maintenance Program included in its Property Management Plan that fits its particular needs designed to anticipate maintenance needs and ensure a system is in place to schedule repairs/services prior to failure or breakdown. The goal is to minimize breakdowns and preclude the need for correction and emergency maintenance and repairs. The benefits to having a successful preventive maintenance program will be reflected in reduced repair costs and more efficient personnel scheduling, thereby, guaranteeing the optimum life of equipment and components. These systems include heating and air conditioning, electrical, life safety, and plumbing. The following systems are included in each property preventive maintenance plan as required:

- a. Elevators
- b. Fire Alarm Systems
- c. Emergency Call Systems (elderly)
- d. Heating/Air Conditioning Equipment
- e. Fire Extinguishers
- f. Vehicle Inspections
- g. Boiler Systems
- h. Playground Equipment
- i. Roofs and Gutters
- j. Parking lots
- k. Smoke Alarms
- I. Stove Brackets
- m. Lead Based Paint
- n. Emergency Lighting Systems

Preventive Maintenance is not limited to the above items. Specific guidelines have been set for each system to include the frequency and interval for scheduling preventive maintenance.

6. (D) PEST CONTROL/EXTERMINATION

The San Antonio Housing Authority through established procedures will provide a healthy and pest free environment for all of its residents. Pest control is scheduled maintenance and occurs bimonthly. Infestation of pests or rodents is treated as an emergency and will be abated within 24 hours.

6. (E) LANDSCAPING & GROUNDS

The San Antonio Housing Authority has an established scheduled maintenance of the landscaping and grounds of its properties. This schedule ensures the continual positive curb appeal and marketability of its communities.

6. (F) LAWN CARE POLICY

SAHA has established a uniform standard of appearance for the grounds to ensure that curb appeal is optimized, while maintaining compliance with HUD and local ordinances and standards. Each resident is given a copy of the Lawn Care policy, as described herein.

- a. Each resident will execute the "Lawn Care Agreement" at the time of move-in and at each annual re-examination, which is specific for each property.
- b. Resident agrees to maintain yard(s) assigned for individual use in a neat and orderly manner, in accordance with "Lawn Care Agreement."
- c. Failure to mow assigned lawn will result in a charge for actual cost of mowing by the Authority. Failure to remove trash or debris daily will result in the issuance of a lease violation notice.
- d. In accordance with 24 CFR 966.4 (g), households where ALL members are unable to perform lawn care duties due to age or verified disability will be exempt for the above responsibilities, and are eligible to receive lawn care services from the Authority at no charge.

The "Lawn Care Agreement" may not be changed except at annual re-examination, unless, during the period of the Agreement, resident becomes physically unable to perform task (see D herein).



Document No: 10

SAN ANTONIO HOUSING AUTHORITY

SCHEDULE OF SALES & SERVICES



SCHEDULE OF SALES AND SERVICES TO RESIDENTS

Effective: July 1, 2008

<u>LABOR</u>: (*) \$17.00 an hour charge during normal working hours or \$25.00 an hour on an overtime basis with a one-hour minimum charge.

MATERIAL COST: Actual cost of parts or materials used for repairs.

<u>Description</u>	Minimum Charge
Unlocking Unit	Labor plus material cost
Returned Checks	
Smoke Detector Damage/Removal	\$100.00 (per lease)
Illegal Parking (on grass, sidewalks, etc.)	\$15.00
Outside Water Cut-Off Key	Actual Cost
Court Costs	
Attorney Fees, if Awarded	Actual Cost
Writ of Possession	Actual Cost
Late Rent Fee:	
After 5 Working Day	\$15.00
After 15 Day	\$10.00
Resident-Responsible Repairs	
Cleaning Vacant Unit/Actual Cost of	Materials Plus Labor Cost
-	Minimum 1 hour
Mowing Grass	Actual cost
Pet Waste Removal	\$10.00
Trimming Hedges/shrubbery, etc	Actual Cost of
	Materials Plus Labor Cost
Re-letting Fee	\$100.00(Upon Failure to Give Proper
	Notice of Lease Termination)
Elderly/ Disabled Residents	No labor charge for Installation of light bulbs
Remote Control Replacement	Actual Replacement Cost
Services or materials not covered above will be charged at actual	
The state of the s	

This Schedule replaces schedule revised April 6, 2006.

APPROVED BY SAHA BOARD OF COMMISSIONERS: May 1, 2008





SAN ANTONIO HOUSING AUTHORITY

MOVING TO WORK PROGRAM

WILL BE REVISED
PENDING APPROVAL OF
REVISED MTW AGREEMENT



MOVING TO WORK PROGRAM RESIDENT CONTRACT OF PARTICIPATION

TC Au pa this su	consideration of mutual promises made, this RESIDENT CONTRACT OF PARTICIPATION for the MOVING WORK PROGRAM ("MTW Program" or the "Program") is made by and between the San Antonio Housing thority ("SAHA") and, the Head of Household of the rticipating family (the "MTW family" or "family", which includes everyone in the household.) The purpose of a contract is to state the rights and responsibilities of the family and SAHA, identify the resources and apportive services to be provided to the family, and the activities to be completed by the family. Disabled and
eic	lerly persons may choose to participate in the MTW Program but their participation is not mandatory.
1.	Family. The family is a participant in the public housing MTW FSS Program and resides at: (check one) Lincoln Heights Courts Wheatley Courts Mission Apartments
2.	Term of Contract.
	This Contract will be effective (the "effective date") as of (check one):
	the date the family starts to reside in the dwelling described in the attached Lease; or on
	This Contract will expire in July 2009, unless terminated earlier.
	The MTW Head of House will be required to sign an FSS Contract of Participation and an FSS Coordinator will be assigned as a central social service provider who shall work directly with the resident to assist him or her in completion of their service-plan goals which shall include education, job training, and employment assistance, as appropriate. The service-plan is incorporated into this Contract as if fully set forth herein.
3.	Rent Calculations. (circle a or b, as applicable)
	a) Current Residents.
	(i) Minimum/Maximum Rent. Initially, resident will be required to pay a mandatory minimum monthly rent of \$25 but shall, in no case, pay rent in excess of a "Flat Rent," as determined by SAHA.
	(ii) Graduated Rent. During the term of this Contract, resident will make monthly rent payments in accordance with the following rent formula:
	Year Contract Monthly Rent
	Year 1 \$25, 10% of monthly gross income, or 30% of monthly adjusted income, whichever is greater OR flat rent
	Year 2 \$35, 10% of monthly gross income, or 30% of monthly adjusted income, whichever is greater OR flat rent
	Year 3 \$45, 10% of monthly gross income, or 30% of monthly adjusted income, whichever is greater OR flat rent

- Year 4 \$55, 10% of monthly gross income, or 30% of monthly adjusted income, whichever is greater **OR** flat rent
- Year 5 \$65, 10% of monthly gross income, or 30% of monthly adjusted income, whichever is greater **OR** flat rent
- Year 6 \$75, 10% of monthly gross income, or 30% of monthly adjusted income, whichever is greater **OR** flat rent
- Year 7 \$85, 10% of monthly gross income, or 30% of monthly adjusted income, whichever is greater **OR** flat rent
- Year 8 \$95, 10% of monthly gross income, or 30% of monthly adjusted income, whichever is greater **OR** flat rent
- Year 9 \$105, 10% of monthly gross income, or 30% of monthly adjusted income, whichever is greater **OR** flat rent
- Year 10 \$115, 10% of monthly gross income, or 30% of monthly adjusted income, whichever is greater **OR** flat rent

b) New Residents.

- (i) Minimum/Maximum Rent. Initially, resident will be required to pay a mandatory minimum monthly rent of \$45, but shall, in no case, pay rent in excess of a flat rent, as determined by SAHA.
- __ (ii) Graduated Rent. During the term of this Contract, resident will pay rent in accordance with the following rent formula:

5-Year Contract Monthly Rent

- Year 1 \$45, 10% of monthly gross income, or 30% of monthly adjusted income, whichever is greater **OR** flat rent
- Year 2 \$55, 10% of monthly gross income, or 30% of monthly adjusted income, whichever is greater **OR** flat rent
- Year 3 \$65, 10% of monthly gross income, or 30% of monthly adjusted income, whichever is greater **OR** flat rent
- Year 4 \$75, 10% of monthly gross income, or 30% of monthly adjusted income, whichever is greater **OR** flat rent
- Year 5 \$85, 10% of monthly gross income, or 30% of monthly adjusted income, whichever is greater **OR** flat rent
- Year 6 \$95, 10% of monthly gross income, or 30% of monthly adjusted income, whichever is greater **OR** flat rent
- Year 7 \$105, 10% of monthly gross income, or 30% of monthly adjusted income, whichever is greater **OR** flat rent
- Year 8 \$115,10% of monthly gross income or 30% of monthly adjusted income, whichever is greater **OR** flat rent
- Year 9 \$125,10% of monthly gross income or 30% of monthly adjusted income, whichever is greater **OR** flat rent
- Year 10 \$135,10% of monthly gross income or 30% of monthly adjusted income, whichever is greater **OR** flat rent
- c) "Income based" rent is defined as 10% of monthly gross income or 30% of monthly adjusted income.
- d) Resident will make an election to pay an "income-based rent" or a "flat rent," as described above in paragraph 5a or 5b, once per year at the time of initial application and at each anniversary date, thereafter. The resident may elect an "income-based" rent between regularly scheduled reexaminations only if the family experiences a "hardship", as defined in paragraph 8 herein. "Flat rent" may be adjusted annually in accordance with HUD regulations

- e) Rent will be adjusted annually on the family's anniversary date in accordance with current HUD regulations. Income increases which occur during the year will be disregarded for purposes of rent determination.
- f) Residents sanctioned by the Texas Workforce Commission for failure to comply with its job requirements are not eligible to receive a rent adjustment by SAHA.
- g) If resident fails to submit the requested verification within the requested time limit, the family will be charged the flat rent until the proper verification is submitted.
- h) Child support payments made by a parent from gross income will be deducted for the purpose of calculating rent payments in cases where verifiable documentation is supplied to show that child support payments are current and/or being paid as required.

4. Income Disregards.

Rent will be adjusted annually, in accordance with HUD regulations. However, the following income increases which occur during the year will be disregarded for purposes of rent determination:

- a) Interest income from bank assets, such as checking and savings accounts and CD investments;
- b) Income of resident, whether dependent or head of household, aged 19-25, is enrolled in a minimum of six (6) college hours or its equivalent in an institution of higher learning;
- c) Income of family members who become employed after having been unemployed for a period of three (3) months will have their earned income excluded from the rent determination up to 18 months after the date of initial employment. The 18-month period will not be extended due to voluntary changes of employment.

5. Child-Care Allowance.

An annual child-care allowance of \$480 per minor child (under 13 years) shall be provided for families incurring "out-of-pocket" child-care expenses in order to enable the family to pursue an education, job training or employment. The allowance is in addition to the allowable child-care expense deduction permitted under other HUD regulations.

6. Hardship Provision.

If resident or any member of the family is laid-off their job or are unable to work due to circumstances beyond their control, the family may be eligible to pay rent in the amount of the family's monthly rent payment established for Year 1 of this Contract; but in no case shall such hardship rent payment exceed a 12 month period. SAHA, in its sole discretion, will determine if the family is eligible for the hardship determination. Hardship circumstances *may* include an accident resulting in serious disability, the death of a family member affecting income, etc. Family must provide verification of the hardship.

7. Family Responsibilities.

- a) The family shall make every reasonable effort to assist in the development and completion of the individual plans of action which will include a schedule for the completion of the individual training plan and an individual services plan.
- b) The head of the family must seek and maintain suitable employment after completion of the jobtraining program listed in the individual training and services plan. SAHA, after consulting with the head of the family, will determine what employment is suitable based on the skills, education, and job training of that individual and available job opportunities in the area.
- c) The head of the family and those family members who have decided, with SAHA's agreement, to execute an individual training and services plan must complete the activities within the schedule of dates listed in each individual training and services plan.
- d) The family must provide SAHA and HUD with information, as requested, about the family's participation in the MTW-FSS Programs in order to assist SAHA and HUD with the evaluation of the MTW Program. Such information could include, but not be limited to, information regarding employment, job interviews, training, educational attendance, and other MTW-related services and activities.
- e) All family members must comply with the terms of the Lease.
- f) If any family members are receiving public assistance (i.e. TANF, housing assistance, food stamps, etc.) at the execution of this Contract, he/she must become independent of public assistance and remain independent of public assistance for at least 12 consecutive months before the Contract expiration date.

8. Section 8 Preference.

Once their income goals under the FSS Program are complete, if the family has applied for a Section 8 Certificate or Voucher, they will receive a preference for the issuance of a certificate or voucher, provided they have:

- a) demonstrated a good rent-paying record;
- b) have had no lease violations of a serious nature, as determined by SAHA;
- c) have kept their children in school; and
- d) do not owe SAHA any money.
- 9. <u>Lease-Purchase Preference.</u> When the family has successfully graduated from the MTW-FSS Program, the family will be provided a preference to enter into a lease-purchase agreement for an available home under SAHA's Lease-Purchase Homeownership Program. Homeownership assistance and counseling will be provided through community agencies at no cost to the family.

10. Severability or Conflict with Lease.

If any term or provision of this Contract is adjudged to be invalid, illegal or unenforceable, the remainder of the Contract shall continue in force and effect as if such invalid, illegal or unenforceable provision had never been included herein. If any part of this Contract conflicts with the attached lease, terms of the lease will prevail.

11. No Interest

No member, officer, or employee of the Housing Authority of the City of San Antonio, during his tenure or for one year thereafter, shall have any interest, directly or indirectly, in this Contract or in the proceeds, thereof.

12. Compliance with HUD Regulations and Requirements.

SAHA must notify the family in writing of any adjustments made to the Contract.

SIGNED:			
Head of Household Date			
SAHA Representative	Date		

MTW Lease Addendum Revised 03/06



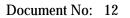
Draft

M	oving to Work Hardship Provision
	operty:Social Security Unit #
Pr	operty:AddressUnit #
	If an MTW resident or any member of the family is laid-off their job or are unable to work due to circumstances beyond their control, the family may be eligible to pay rent in the amount of the family's monthly rent payment established for I year of this contract, but in no one case shall such hardship rent payment exceed a 12 month period.
	AHA, in its sole discretion will determine if the family is eligible for the hardship determination. Hardship cumstances may include:
Ch	neck one:
	An accident resulting in serious disability
	Rehabilitation as result of an injury
	A death of a family member affecting income
	Health related issues
	Mental health issues
	erification must be attached to this form. Adjustments to rent will be delayed until verification is ovided.
ve	Imissions & Occupancy department will schedule residents an appointment within 10 days of receipt of rification. Any resulting in rent change will become effective the first of the second month from the ite of the verified change.
FS	S Coordinator approval Date
Pro	operty Manager approval Date
Re	emarks:



MOVING TO WORK: NON-PARTICIPATION

Ι, _	Name of Resident	, living in Unit Housing Development	at,			
he •	reby certify that: the Moving To Work (MT	W) contract and provision	ons have been explained to me			
•	I do not want to participate at this time					
•	I further understand that demonstration project.	I have the option to en	roll in MTW at any time during the five-year (5)			
RI	ESIDENT NAME (PRINTED)	FSS	COORDINATOR NAME (PRINTED)			
RI	ESIDENT SIGNATURE	FSS	COORDINATOR SIGNATURE			
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SAN ANTONIO HOUSING AUTHORITY

SCREENING & EVICTION POLICY



SCREENING AND EVICTION POLICY

A. Purpose

This Policy is intended to give SAHA an effective tool **for** adopting and implementing fair, effective, and comprehensive policies **for screening** out program applicants who engage in illegal **drug** use or other criminal activity and **for** evicting or terminating assistance of persons who engage in such activity.

B. Administration

- 1. All screening and eviction procedures shall be administered fairly and in such a way as not to discriminate on the basis of race, color, nationality, religion, age, sex, familial status, disability or other legally-protected groups, and not to violate right to privacy.
- 2. To the maximum extent possible, the Authority will involve other community and governmental entities, as well as resident organizations, in the promotion and enforcement of this Policy.
- 3. This Policy will be posted on the Authority's bulletin board and copies made readily available to residents and/or applicants upon request.

C. Screening of Applicants

The PHA is responsible for screening family behavior and suitability for tenancy. The PHA is responsible for screening family behavior and suitability for tenancy. The PHA may consider all relevant information which; may include, but is not limited to: (e.g., information from criminal history record convictions, arrests, and/or evictions. The PHA will consider all information relevant to reasonable cause from former landlords or neighbors relevant to a household member's pattern of disturbances, destruction of property, living and housekeeping habits, or history of criminal activity, or drug and/or alcohol abuse, which may threaten the health or safety of, or the right to peaceful enjoyment of, the premises by other residents.

- 1. Such screening will apply to all household members who are 18 years of age or older at the time of application.
- 2. Any activity described as follows by any household member, which did or did not result in an arrest and/or conviction, will be considered grounds for denial of assistance:
 - a. Evidence that a household member is currently engaging in or has engaged in drug-related criminal activity; or reasonable cause to believe that illegal drug use or a pattern of illegal drug use may adversely affect the health or safety of, or the right to peaceful

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enjoyment of, the premises by other residents; or

- b. Evidence that a household member is currently engaging in or has engaged in violent criminal activity; or other criminal activity which may threaten the health or safety of, or the right to peaceful enjoyment of, the premises by other residents; or other criminal activity which may threaten the health or safety of Authority employees or persons performing management functions on behalf of the Authority.
- c. Evidence that a household member's abuse or pattern of abuse of alcohol interferes with the health, safety of, or the right to peaceful enjoyment of, the premises by other residents.
- d. Evidence that a household member has been evicted within the last five (5) years from any federal assisted housing program for drug and/or criminal related activity.
- e. Evidence that a household member owes rent or other amounts, or has committed fraud, bribery, or misrepresented eligibility information to SAHA, or any other PHA, or owner in connection with any assisted housing program.
- The Authority shall prohibit admission to any household that includes a member who is subject to any registration requirements under a state sex offender program. (Denial will not be limited to individuals with lifetime registration requirements)
- 4. The Authority shall permanently **prohibit admission** to public housing if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.

D. Procedures for Applicant Screening

- 1. Each household member age 18 or older at the time of application will sign a criminal history release form.
- The criminal history record will be reviewed to determine if any household member has a recent history or pattern of involvement with any of the above activity.
- 3. If information is revealed in the criminal history record that would cause the Authority to deny housing to the household, the Authority shall provide a copy of the record to the person who applied as the head of household.
- 4. If the applicant disputes the information in a timely manner, he/she shall be given an opportunity for an informal hearing for denials according to the Section XII of the Authority's Admissions and Occupancy Policy.

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- 5. Where applicable, the Authority may waive its policy of prohibiting admission if the household member demonstrates to the Authority's satisfaction that he/she is no longer engaging in illegal use of a controlled substance or abuse of alcohol and:
 - a. Has successfully completed a supervised rehabilitation program;
 - b. Has otherwise been rehabilitated successfully; or
 - c. Is currently participating in a supervised rehabilitation program
 - d. The circumstances which led to eviction no longer exist (e.g. the person involved in the criminal activity no longer lives in the household).
 - e. The family includes a person with disabilities, the PHA's decision concerning denial of admission is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.
- 6. Persons evicted from Public Housing, Indian Housing, Section 23 or any Section 8 Housing Program because of drug-related criminal activity are ineligible for admission to public housing for a five (5) year period beginning on the date of such eviction. This may be waived if:
 - a. The evicted household member who engaged in drug-related criminal activity demonstrates successful completion of a rehabilitation program approved by the Authority; or
 - b. The circumstances leading to the eviction no longer exist (e.g., the individual involved in drugs is no longer a household member because of incarceration.)
- 7. In evaluating evidence of negative past behavior, the Authority will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or the likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.
- 8. In determining whether to deny admission for illegal drug use or alcohol abuse by a household member, the Authority may impose, as a condition to admission to, and continued assistance in public housing for other family members, a requirement that the household member who engaged in or is culpable for the drug use or alcohol abuse may not reside in the unit.
- 9. The Authority will also review the criminal history record of any individual age 18 years or older who is added to the Lease after initial occupancy. Such a review will be under the "applicant" standard, as described above.

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E. Reviewing Residents/Enforcement Through Evictions

The activities described below shall be cause for termination of tenancy, and eviction from the premises. Since eviction is a civil, not criminal matter, a criminal conviction or arrest is not necessary in order to terminate a Lease and evict a household; however, SAHA shall be responsible for producing evidence strong enough to warrant an eviction:

- a. Violent criminal activity, or other criminal activity by a household member that threatens the health, safety or right to peaceful enjoyment of the premises by other residents (to include acting or speaking in an abusive or threatening manner toward other residents, or SAHA staff); or any drug related criminal activity on or off the premises, not just on or near the premises. Such activity by a guest of the household may also be grounds for eviction if such activity occurs on the premises.
- b. Abuse or pattern of alcohol abuse, by a household member, which poses a threat to the health, safety or right to peaceful enjoyment of the premises by other residents.
- c. SAHA will terminate tenancy for a material violation of the lease of any household member, guest, or person under the tenant's control.

In determining whether to terminate tenancy for illegal drug use or a pattern of illegal drug use by a participant who is no longer engaging in such use, or for abuse or pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, the Authority may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program.

The Authority may require a household member who has engaged in the illegal use of a drug or abuse of alcohol, to submit evidence of current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program as a condition to being allowed to reside in the unit. The Authority may hold the whole household responsible for that member's successful rehabilitation as a condition for continued occupancy and avoidance of eviction.

In determining whether to terminate tenancy for illegal drug use by a household member, or for alcohol abuse by a household member, the Authority may impose, as a condition of continued assistance for other household members, a requirement that any household member who engaged in or is culpable for the drug use or alcohol abuse may not reside in the unit.

If, at any time in between re-certifications, the Authority has reasonable cause (e.g., newspaper articles, credible informants, police reports) to believe that a household member is engaging in drug-related or other criminal activity which would pose a threat to the health, safety or right to peaceful enjoyment of the

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premises by other residents or Authority employees, the Authority may require a participant to sign a release to run a subsequent criminal check.

F. EVICTION PROCEDURES

The purpose of this policy is to ensure that if eviction is necessary, that a resident's is given the opportunity for a hearing in court which provides the basic elements of due process, before eviction by the Authority.

- 1. The Notice to Vacate (NTV) may be combined with or run concurrently with Notice of Lease Termination. The NTV must be in writing and specify that if resident's fails to vacate the premises within the applicable statutory period, appropriate action will be brought against the resident's, and he/she may be required to pay court costs and attorney fees. Notice shall be:
 - a. **Three (3) days** if the health or safety of other resident's, Authority employees, or persons residing in the immediate vicinity of the premises is threatened; or if any member of the household has engaged in any drug related criminal activity or violent criminal activity on or off the premises, not just on or near the premise, or if any member of the household has been convicted of a felony.
 - b. **Fourteen (14) days** in the case of failure to pay rent or the chronic late payment of rents.
 - c. Thirty (30) days in all other cases.
- The Authority shall notify the Post Office that mail should no longer be delivered to the person who was evicted for criminal activity, including drugrelated criminal activity.
- 3. Resident's shall pay to the Authority all court costs, reasonable attorney's fees and other expenses in enforcing or defending the Lease, and in recovering possession of the premises, unless resident's prevails in such legal action.
- 4. If residents is entitled to and begins proceedings under the Grievance Procedure, eviction will not occur until a decision on the grievance is rendered.

G. Records Management

- 1. All criminal records received will be maintained confidentially, not misused, or improperly disseminated, and the utmost security will be maintained.
- 2. All criminal records, while needed, will be housed in a locked file with access restricted to individuals responsible for screening and determining eligibility and to the CEO.

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- 3. Misuse of the above information by any employee will grounds for discipline. Legal penalties for misuse are contained in Section 411.085 of the Texas Government Code.
- 4. The criminal history record shall be shredded after the final determination is made.
- 5. The Authority will document in the outcome in the file.

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Screening & Eviction Policy Definitions

- 1. Drug-related criminal activity -- the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug [as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)]. The Authority considers an individual to have engaged in drug-related activity if there is evidence of drug-related criminal activity, possession and/or use of narcotic paraphernalia (which did or did not result in an arrest and/or conviction).
- 2. **Pattern** -- more than one (1) incident during the previous twelve (12) months.
- 3. **Recent history or currently engaged in** is defined as any incident during the previous six months.
- 4. **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, nontrivial bodily injury or property damage.
- 5. **Guest--** means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. (24 CFR part 5, subparts A and I).
- 6. **Household --** means the family and PHA-approved live-in aide.
- 7. Other person under the tenant's control-- means that the person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined in this section)
- 8. **Premises**-- means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.
- 9. **Immediate vicinity** –means within a three-block radius of the premises

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Grievance Procedure



GRIEVANCE PROCEDURE

A. Purposes and Scope

To set forth the requirements, standards, and criteria for a grievance procedure to be established and implemented by the Authority to assure that an Authority resident is afforded an opportunity for a hearing if the resident disputes within a reasonable time any Authority action or failure to act involving the resident's Lease with the Authority or Authority regulations which adversely affect the individual resident's rights, duties, welfare or status.

The Grievance Procedure provided herein shall be incorporated in each individual resident's Lease by reference.

B. Applicability

- 1. The Authority's Grievance Procedure shall be applicable to all individual grievances as defined herein.
- 2. Excluded from this Policy are any grievance concerning a termination of tenancy or eviction that involves:
 - Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the Authority;
 - b. Any violent or drug related criminal activity on or near such premises; or
 - c. any criminal activity that resulted in felony conviction of a household member.
- 3. This Grievance Procedure shall not be applicable to disputes between residents not involving the Authority or to class grievances.
- This Grievance Procedure is not intended as a forum for initiating or negotiating policy changes between a group of residents and the Authority's Board of Commissioners.
- 5. The Grievance Procedure does not apply to determinations that affect applicants.

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C. Applicable Definitions

- 1. "Authority" where used herein means the Housing Authority of the City of San Antonio.
- 2. "Complainant" shall mean any resident whose grievance is presented to the Authority in accordance with paragraphs D and E herein.
- 3. "Elements of Due Process: shall mean an eviction action or termination of tenancy in a State or local court in which the following procedural safeguards are required:
 - a. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
 - b. Right of the resident to be represented by counsel;
 - c. Opportunity for the resident to refute the evidence presented by the Authority, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the resident may have; and
 - d. A decision on the merits.
- 4. "Hearing Officer" shall mean a person selected in accordance with paragraph F herein, to hear grievances and render a decision with respect thereto.
- 5. "Hearing Panel" shall mean a panel selected in accordance with paragraph F herein, to hear grievances and render a decision with respect thereto.
- 6. "Resident" shall mean any adult person(s) (other than a live-in aide) who resides in the unit, and who executed the Lease with the Authority as lessee, or if no such person now resides in the unit, who resides in the unit, and who is the remaining head of household of the tenant family residing in the unit.
- 7. "Grievance" shall mean any dispute which the resident may have with respect to Authority action or failure to act in accordance with the individual resident's Lease or Authority regulations which adversely affect the individual resident, resident's rights, duties, welfare or status.

D. Informal Settlement of Grievance

 Any grievance shall be personally presented, either orally or in writing (no telephone calls accepted) to the Authority office located at the development where the complainant resides within ten (10) calendar days after the grievant event, so the grievance may be discussed informally and settled without a hearing.

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- 2. A summary of such discussion shall be prepared within five (5) working days of the date of discussion and one copy shall be given to the resident and one retained in the resident's file. The summary shall specify:
 - a. The names, addresses and phone numbers of the participants;
 - b. Date and time of the meeting;
 - c. Nature of the proposed disposition of the complaint and specific reasons therefore:
 - d. The right of the complainant to a hearing; and
 - e. The procedure by which a hearing may be obtained.

E. Procedures to Obtain a Hearing

- 1. The complainant shall submit a written request for a hearing to the Authority Legal Department within ten (10) calendar days from the date of the summary of discussion letter referenced in paragraph D2 herein. The written request shall specify:
 - a. The reason for the grievance; and
 - b. The action or relief sought.
- 2. If the complainant requests a hearing in a timely manner, the Authority shall schedule a hearing within fourteen (14) working days of the Authority receiving the complainant's request.

F. Selection of Hearing Officer or Hearing Panel

- 1. The hearing officer shall be an impartial person(s) appointed by the Authority; and
- 2. Will be a person(s) other than the person who made or approved the Authority's action under review, or a subordinate of that person. It may be an officer or employee of the Authority.

G. Failure to Request a Hearing

- 1. If the complainant does not request a hearing in accordance with paragraph E herein, then the Authority's disposition of the grievance under "The Informal Settlement of Grievance" (D herein) shall become final.
- Failure to request a hearing shall not constitute a waiver by the complainant of his/her rights thereafter to contest the Authority's action in disposing of the complainant in an appropriate judicial proceeding.

H. Hearing Prerequisite

1. All grievances shall be personally presented in accordance with paragraph D herein as a condition precedent to a hearing.

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2. If the complainant shows good cause why he/she failed to proceed in accordance with paragraph D to the hearing officer or hearing panel, the provisions of this subsection may be waived by the hearing officer or hearing panel.

I. Escrow Deposit

- 1. Before a hearing is scheduled in any grievance involving the amount of rent which the Authority claims is due, the complainant shall pay to the Authority an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place.
- 2. The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer or hearing panel.
- 3. These requirements may be waived by the Authority in extenuating circumstances. Unless so waived, the failure to make such payments shall result in a termination of the Grievance Procedure.
- 4. Failure to make payment shall not constitute a waiver of the right the complainant may have to contest the Authority's disposition of the grievance in any appropriate judicial proceeding.

J. Scheduling of Hearing

- 1. Upon complainant's compliance with the paragraphs E, H and I herein, a hearing shall be scheduled within fourteen (14) working days, for a time and place reasonably convenient to both the complainant and the Authority.
- 2. A written notification specifying the time, place and procedures governing the hearing shall be delivered to the complainant and the Legal Department. The notification will also inform complainant of the following rules:
 - a. If the complainant is unable to appear for the hearing as scheduled, he/she must contact the Authority Legal Department at least 24 hours in advance of the hearing time to reschedule.
 - b. A hearing will only be rescheduled less than 24 hours in advance in the event of an emergency. A hearing will only be rescheduled more than once in the event of an emergency. The Authority reserves the right to require documentation of an emergency.

K. Procedures Governing the Hearing

- 1. The hearing shall be held before a hearing officer or hearing panel, as appropriate.
- 2. The complainant shall be afforded a fair hearing, which shall include:

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- a. The opportunity to examine and copy before the hearing any Authority documents, including records and regulations, that are directly relevant to the hearing (at complainant's expense). Any document not so made available, after request by the complainant, may not be relied on by the Authority at the hearing. (Complainant must contact the Legal Department at least 24 hours in advance of he hearing date to schedule an appointment.) If the Authority does not make the document available for examination upon request by the complainant, the Authority may not rely on such document at the grievance hearing.
- b. The right to be represented by counsel or other person chosen as the resident's representative, and to have such person make statements on the resident's behalf.
- c. The right to a private hearing unless the complainant requests a public hearing.
- d. The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the Authority or management, and to confront and cross-examine all witnesses upon whose testimony or information the Authority or management relies.
- e. A decision based solely and exclusively upon the facts presented at the hearing.
- 3. The hearing officer or hearing panel may render a decision without proceeding with the hearing if the hearing officer or hearing panel determines that the issue has been previously decided in another proceeding.
- 4. If the complainant or the Authority fails to appear at a scheduled hearing, or fails to appear within 15 minutes of the hearing, the hearing officer or hearing panel may make a determination to postpone the hearing for not to exceed five (5) working days or make a determination that the party has waived his/her rights to a hearing.
- 5. Both the complainant and the Authority shall be notified of the determination by the hearing officer or hearing panel.
- 6. A determination that the complainant has waived his/her rights to a hearing shall not constitute a waiver of any right the complainant may have to contest the Authority's disposition of the grievance in an appropriate judicial proceeding.
- 7. At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the Authority must sustain the burden of justifying the Authority's action or failure to act against which the complaint is directed.

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- 8. The hearing shall be conducted informally by the hearing officer or hearing panel and oral or documentary evidence pertinent to the facts and issues raised by the complainant may be received without regard to the admissibility under the rules of evidence applicable to judicial proceedings.
- 9. The hearing officer or hearing panel shall require the Authority, the complainant, council and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer or hearing panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
- 10. The complainant or the Authority may arrange, in advance and at the expense of the party making the arrangement, for a transcript or an audio tape of the hearing. Any interested party may purchase a copy of such transcript or audio tape. Audio tapes will be maintained by the Legal Department for two (2) years from the date of the hearing.
- 11. The Authority will provide reasonable accommodations for persons with disabilities to participate in the hearing. The Authority must be notified within 24 hours of the hearing date if special accommodations are required.
 - a. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.
 - b. If the resident is visually impaired, any notice to the resident which is required under these procedures must be in an accessible format.

L. Decision of the Hearing Officer or Hearing Panel

- 1. The hearing officer or the hearing panel will render the decision, together with the reasons therefore, in writing within five (5) working days of the date of the hearing.
 - a. A copy of the decision shall be sent to the complainant at the address verified at the hearing, and to the Authority.
 - b. The Authority shall retain a copy of such decision in the complainant's file.
 - c. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the Authority and made available for inspection by a prospective complainant, his representative, or the hearing panel or hearing officer.
- 2. The decision of the hearing officer or hearing panel shall be binding on the Authority which shall take all actions, or refrain from any actions, necessary to

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carry out the decision unless the Authority Board determines by the next following Board meeting, that:

- a. The grievance does not concern the Authority's action or failure to act in accordance with or involving the complainant's Lease, or Authority regulations, which adversely affect the complainant's rights, duties, welfare or status;
- b. The decision of the hearing officer or hearing panel is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the Authority.
- 3. A decision by the hearing officer, hearing panel, or Board in favor of the Authority or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

M. Authority Eviction Actions

If resident is entitled to and begins proceedings under these procedures, eviction will not occur until a decision on the grievance is rendered.

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San Antonio Housing Authority

File Maintenance Procedures

THIS SECTION BECOMES EFFECTIVE IMMEDIATELY UPON RECEIPT AND SUPERCEDES ALL PREVIOUS WRITTEN OR ORAL INSTRUCTIONS.

File Maintenance Procedures

PRIVACY ACT & CONSIDERATIONS

1. PURPOSE

The purpose of this document is to provide guidance to assure that the practices, controls and safeguards used adequately protect the confidentiality of all tenant data and to ensure compliance with the Federal laws regarding the protection of this information.

1.1 APPLICABILITY

The procedures outlined in this document apply to all tenant data, regardless of the media on which they are recorded. Computerized media containing tenant data must be afforded the same levels of protection given to paper documents or any other media.

1.2 PRIVACY ACT

The Privacy Act provides safeguards for individuals against invasions of privacy by requiring Federal agencies, except as otherwise provided by law or regulation, to:

- 1. Permit individuals to know what records pertaining to them are collected, maintained, used, or disseminated;
- 2. Allow individuals to prevent records pertaining to them, obtained for a particular purpose, from being used or made available for another purpose without their consent;
- 3. Permit individuals to gain access to information pertaining to them, obtain a copy of all or any portions thereof, and correct or amend such records;
- 4. Collect, maintain, use, or disseminate personally identifiable information in a manner that ensures the information is current and accurate, and that adequate safeguards are provided to prevent misuse of such information;
- 5. Permit exemption from the requirements of the Act only where an important public policy need exists as determined by specific statutory authority; and
- 6. Be subject to a civil suit for any damages that occur as a result of action that violates any individual's rights under this Act;

1.3 PRIVACY ACT CONSIDERATIONS

The data provided within tenant folders must be protected to ensure that it is only used for official purposes and not disclosed in any way that would violate the privacy of the individuals represented.

Privacy of data and data security for computer systems are covered by a variety of Federal laws and regulations, government bulletins, and other guiding documents. The Privacy Act of 1974 as amended, 5 U.S.C. § 552 (a) is one such regulation; which requires careful handling in order to assure PHA compliance with the Privacy Act. The Act also describes the criminal penalties associated with any procedural violation.

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The PHA Security Officer, or designated staff, must assure that a copy of Form HUD-9886, Authorization for the Release of Information/Privacy Act Notice, has been signed by each member of the household age 18 years old or older and is in the household file. By signing this form, the tenant authorizes HUD and the PHA to obtain and verify income and unemployment compensation information from various sources including current and former employers, State agencies, and the SSA. Maintaining the authorization on file is required by 24 CFR Part 5.230. Information obtained is protected under the Privacy Act.

File Maintenance

PURGING RESIDENT FILES

Due to the length of occupancy of some of the residents of SAHA, their files have accumulated an excessive amount of documentation that has no pertinent value. These files are to be purged each year at the time of the Annual Reexamination, using the following procedure, and currently to transition the AOD files into the Property Files:

- a. Retain the initial pre –application, and application for admission, lease rent computation sheet/MLS worksheets, historical sheets (MLS notepads), and security deposit receipts, and initial Move In Inspection form.
- b. Retain all records, e.g., continued occupancy forms leases, rent adjustments, verifications and other information that would be helpful to management for the last three years, not counting the year in which the file is being purged. Older verifications, and routine correspondence to the resident, etc, may be destroyed.
- c. A notation will be made on the historical sheet/MLS Notepad giving the date the material is destroyed and the years purged. All items destroyed must be shredded.
- d. Remember that a chronological history of each resident must be maintained on the Historical Sheet (MLS Notepad).

Filing Sequence for Resident Folders

SEE ATTACHMENT - FILE ORDER CHECKLIST

Due to the number of resident files maintained by the Housing Authority, the need for filing uniformity is a must. This Section establishes the filing sequence of all information placed in the resident's folder.

File Folder Label

All labels on all resident file folders should be typed as follows: Full Name and Resident/Applicant ID#

M. I. Date		Unit #
Last Name	First Name	Bdr Sz
Address	#Adults # Minors	

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Maintenance of File Folders

All resident file folders should be maintained in alphabetic order in locking file cabinets, or locking file room, as applicable located within each department/development administrative office.

All items with social security numbers will be destroyed by shredding per this policy. No items will be left or maintained at Office Front Desks with social security #'s, or other such #'s or identifiers which makes resident identification readily available. Any and all documents with social security #'s will be disposed of by shredding.

When resident file folders become torn, worn or unsightly, they will be replaced. Metal fasteners will be used to secure all information within the folder, and not paper clips, staples, etc. New folder labels will be made on all transfers indicating new unit, address, etc. All folders will be stamped "CONFIDENTIAL" across the front of the file folder.

Move Out Folders

All resident terminated/move-out folders will be marked as "Terminated" or "Move-Out" across the front of the file folder, with the date of the move out. All terminated/move out files will be stored in alphabetical order.

Storage/Boxing

All inactive, non-current records will be maintained at each development/department. Records over five years will be placed in records storage boxes in alphabetical order. The Property Manager is responsible for determining a designated storage area for all entity records by development. Also only records of one type (resident files, development records, Maintenance Files, etc.) should be placed in the same box).

File Transportation

Our Mailroom, Distribution room will not be used to transfer files between departments.

Files for transport to other Departments, staff members, management staff, and/or legal will be documented in MLS notepad. will be dropped off and signed in at the SAHA Security Office. All files will be signed in/out by staff member dropping off/picking up files.

File Disposition

- 1. Information on resident balances may be deleted from Bad Debt when account is paid in full and there is no other review status.
- 2. Information on balances greater than \$. 01 must be kept five (5) years after move out date before being deleted/destroyed.
- Objectionable Family History should be kept five (5) years before being deleted/destroyed.

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4. Prior to being terminated destroyed, all files should be checked for Bad Debt records, and then deleted.

5. A log for terminated that are transferred to the warehouse is maintained. Vacated accounts that are destroyed/deleted.

Example: Tenant Name, Social Security Number, Box Number, &

Month/Year transferred

Vacated Accounts - Destroyed/deleted

Round, Mike/TX-603/Unit 123/MO 1/2/04

Balance Due: \$150.00

7. The log will be kept on file with Development Manager/ Office Supervisor – Do not destroy.

Methods of Disposing of Records

When required to prevent disclosure of information that might be prejudicial to the Authority's or tenants interest, information will be destroyed or deleted by burning, or shredding.

In applying the Records Disposition Schedule, the Office Supervisor/ Development Manager will make certain that none of the records scheduled for destruction are needed for further administrative, legal or fiscal purposes.

File Disposition

The Management team/Development Manager will insure that resident files are maintained in accordance with this Procedure, and will ensure proper folder maintenance is performed as required. This is an audit item.

Public Housing File Sequence

Due to the number of resident files maintained by the Housing Authority, the need for filing uniformity is a must. This Section establishes the filing sequence of all information placed in the resident's folder.

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A. The <u>left side</u> of the folder is designated for all permanent information and will be filed, as applicable (from bottom to top) in the following sequence:

1) PERMANENT TAB—THE FOLLOWING SHOULD BE PLACED UNDER THE TAB:

- Copies of Birth Certificates for all household members
- > Copies of CURRENT ID for new adults
- Copies of Social Security cards for all household members/or Signed declaration stating no SS#
- Signed 214 Declarations for all household members; and other applicable documentation for non-citizens
- Guardianship Documents for all foster or adopted minors— (custody, kinship care, Guardianship, Adoption)
- Marriage Licenses

2) WAITING LIST INFORMATION

- > Copies of Appointment Letters
- Copy of MLS Waiting List Screen
- Copy of Bad Debt Screen for all adults/ Payment Agreement for Bad Debt (if applicable)
- Documented Disability
- Local Ranking Preference Statement
- Screening and Eviction Policy (SIGNED BY EACH ADULT MEMBER)
- CHRs for all adult family members 17 YRS and older and Live In Aides
- > CHR memo from Security Approval/Denial (e-mail copy)

3) UNIT OFFER INFORMATION

4) MOVE IN INFORMATION

- COMMUNITY SERVICE EXEMPTION
- MTW SITES:
- MTW CONTRACT (MTW Sites Only)
- MTW Hardship (MTW Sites Only)
- MTW Exemption (MTW Sites Only)
- MTW Non-Participation (MTW Sites)
- > MOVE-IN INSPECTION

5) REQUEST FOR TRANSFER (with accompanying documentation)

6) LEGAL INFORMATION

- > Copy of Receipt for Deposit & Pro-rated Rent and/or Payment Agreement (if applicable)
- Payment information (copies of credits back-charges, ledgers,)
- First lease violation Notice
- Informal Conference Results (Waiting List, Unit Offer Rejection)
- Formal Conference Results (CHR Denial)
- Notice to Vacate
- Request to File Suit
 - ➤ Note: If suit is settled, the next lease violation notice is filed here and all other actions from it will be filed in the same sequence as listed above.
- Judgment
- ➤ Writ
- Any favorable/non favorable information, statements, complaints, etc. (do not put in police reports)
- Notice of Intent to Vacate
- Service Request/Charges
- Move Out Inspection
- Move Out Charges

7) MLS NOTEPAD

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B. The <u>right side</u> of the file will be used for transitory type of information and all items are filed as applicable (from bottom to top) in the following sequence:

1) ORIGINAL APPLICATION AND MOVE-IN INFORMATION

- Pre –Application
- Original Application
- Pre-application and Pre-application change forms
- Special Unit Requirement Questionnaire
- Verification of Need for Unit With Special Features
- Interview Questionnaire
- > Applicant/Tenant Certification
- > Authorization for the Release of Information (HUD-9886)
- > Statements (Preference, income, etc)
- Verifications (forms, telephone, etc.)
- 2) MLS WORKSHEETS
- 3) MANAGER'S LEASING INTERVIEW
- 4) RENT COMPUTATION W/RENT CHOICE FORM
- 5) WORKSHEET / FLAT RENT WORKSHEET MIXED FAMILY
- 6) MTW RENT ACKNOWLEDGEMENT FORM

7) LEASE WITH APPLICABLE ADDENDUMS:

- > Community Service Compliance Certification
- Community Service/Self-Sufficiency Policy
- > Housekeeping Standards Policy
- Smoke Detector Certification
- > Policy Prohibiting Discrimination and Harassment
- > Procedures for Processing Complaints of Discrimination or Harassment
- Pet Ownership Policy (if applicable)
- Lawn Care Agreement (if applicable)
- Schedule of Other Charges
- > Community & Resident Rules
- > Non-Disabled Families Offered Accessible Units (if applicable)
- Pest Control Addendum
- Mold Addendum
- 8) TENANT PROCESSING SCREEN
- 9) HUD 50058
- 10) MOVE-IN CHECKLIST
- 11) INTERIM INFORMATION
- 12) REEXAMINATION INFORMATION (All information should be filed in the same Sequence 1- 6 above)

13) RENT ADJUSTMENT LETTERS

• Note: The most recent Re-exam and info for last year's three- (3) year's occupancy information, verification, etc. will be maintained. For all previous years maintain only Re-exam Update, Rent Computations/MLS Worksheet, HUD50058's, and Rent Adjustment Letters.

Example: A family has been in residency since 2000. After, 2004 Re-exam you will keep the –Re-exam Update, Rent Computation/MLS Worksheet, Rent Adjustment Letter, and HUD 50058's for 2000, and 2001; and all occupancy and verification information for 2002 and 2003, and 2004.

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FRAUD POLICY



Equal Housing Opportunity

SAN ANTONIO HOUSING AUTHORITY

FRAUD POLICY

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FRAUD POLICY

Operation Safe Home

Operation Safe Home was initiated in February 1994 to combat crime affecting U.S. Department of Housing and Urban Development (HUD) housing programs. The overall goal of Operation Safe Home is to stop crime and abuse in HUD programs that result in unacceptable living conditions for the millions of needy people who look to HUD for help.

Crimes such as bribery, kickbacks, bid-rigging, embezzlement, and false claims are examples of crimes occurring in Public Housing Authorities (PHAs). These crimes ultimately affect the tenants because funds intended to improve their living conditions are diverted for the personal gain of others. In order to prevent such occurrences and in support of Operation Safe Home, SAHA has developed this Fraud Policy in an effort to increase public awareness and to emphasize that fraud will not be tolerated. Fraud that is detected may result in termination of employees, removal of residents from housing assistance, or termination of business relationships with outside agencies, contractors, vendors, etc. SAHA may also pursue prosecution or may refer the evidence to the appropriate law enforcement and/or regulatory agencies for independent investigation.

Commitment by Management to Fraud Prevention

Fraud prevention and the fight against fraud cannot be left to auditors and investigators alone. Management must make a positive commitment to fraud prevention and detection. The management of SAHA is determined to prevent and/or detect fraud and to take the appropriate action if fraud is detected.

Each member of the management team will be familiar with the types of improprieties that might occur within his or her area of responsibility, and be alert for any indication of irregularity.

Scope of This Policy

This policy applies to any irregularity or suspected irregularity involving employees, participants in all housing assistance programs, consultants, vendors, contractors, resident contractors, outside agencies doing business with SAHA, and/or any other parties with a business relationship with SAHA.

Any investigative activity required will be conducted without regard to the suspected wrongdoer's length of service, position/title, or relationship to the organization.

Fraud and Related Criminal Activities

Fraud encompasses an array of irregularities and illegal acts characterized by intentional deception. Irregularities and illegal acts refer to, but are not limited to:

- Any dishonest or fraudulent act;
- Forgery or alteration of any document or account belonging to SAHA;
- Forgery or alteration of a check, bank draft, or any other financial document;
- Misappropriation of funds, securities, supplies, or other assets;
- Impropriety in the handling or reporting of money or financial transactions;
- Profiteering as a result of insider knowledge of company activities;
- Disclosing confidential and proprietary information to outside parties;
- Accepting or seeking anything of material value from contractors, vendors or persons providing services/materials to SAHA;
- Destruction, removal or inappropriate use of records, files, furniture, fixtures, and equipment;
- Deliberately providing incorrect information or failing to provide information as required for participation in housing programs;
- Withholding information as required for participation in housing programs; and/or
- Failure to follow HUD and SAHA housing program requirements.

Other Irregularities

Management and the Human Resources Department should resolve irregularities concerning an employees' moral and ethical conduct.

Investigation Responsibilities

The SAHA Department or designee have the primary responsibility for the investigation of all suspected fraudulent acts as defined in this policy. If the investigation substantiates that fraudulent activities have occurred, the Audit Department will issue reports to appropriate designated personnel; the President and CEO, the Board of Commissioners, and General Counsel.

Decisions to prosecute or refer the examination results to the appropriate law enforcement and/or regulatory agencies for independent investigation will be made in conjunction with the President and CEO, the Board of Commissioners, and General Counsel, as will final decision on disposition of the case.

Authorization for Investigating Suspected Fraud

Members of the Audit Department, or designee will have:

- Free and unrestricted access to all SAHA records, files and premises,
- The authority to examine, copy, and/or remove all or any portion of the contents of files, desks, cabinets, and other storage facilities on the premises without prior knowledge or consent of any individual who may use or have custody of any such items or facilities when it is within the scope of their investigation and where any individual has no reasonable expectation or right to privacy, AND
- The authority to review residents' credit bureau files, verify credit, contact employers, ex-employers, neighbors, witnesses, and other agencies, review public records, and conduct interviews with the Head of Household or Family Members without violating any individual's right to privacy.

Reporting Suspected Fraud

Any person who suspects dishonest or fraudulent activity must notify the Audit Department immediately, and *should not attempt to personally conduct investigations or interviews/interrogations* related to any suspected fraudulent act. The Audit Department treats all information received *confidentially*. The employee or other complainant may remain anonymous; however, SAHA reserves the right to disclose any information it considers necessary to prevent future fraudulent acts.

To assist in the reporting of suspected dishonest or fraudulent activities, SAHA has established a Fraud *Hotline*. The *Hotline* is connected to 24 hour a day voice mail; which will allow the caller to leave information. The *Hotline* number is (210) 477-6287

All inquiries concerning the activity under investigation from the suspected individual, his or her attorney or representative, or any other inquirer should be directed to the Audit Department, Department Supervisor or to General Counsel. No information concerning the status of an investigation will be disclosed. The proper response to any inquiries will be: "I am not at liberty to discuss this matter." *Under no circumstances* will any reference be made to " the allegation," "the crime," "the fraud," "the forgery," "the misappropriation," or any other specific reference.

The reporting individual must adhere to the following requirements:

- Do not contact the suspected individual in an effort to determine facts or demand restitution.
- Do not discuss the case, facts, suspicions, or allegations with anyone unless specifically asked to do so by the Audit Department or the President and CEO.

Termination

If an investigation results in a recommendation to terminate an individual's employment, the recommendation will be reviewed for approval by the designated representatives from Human Resources and, if necessary, by General Counsel, before any such action is taken.

If an investigation results in a recommendation to terminate a resident's participation in a housing program, the resident will be mailed a termination letter with an option to request an informal hearing. Recommendations for termination will be reviewed for approval by the Vice President responsible for the program in which the wrongdoing occurred.

Should the Audit Department believe the management decision is inappropriate for the facts presented, the facts will be presented to the next level of management for a decision.

Administration

The President and CEO is responsible for the administration, revision, interpretation, and application of this policy. The President and CEO will make periodic reports to the Board of Commissioners of cases occurring under the Fraud Policy. The policy will be reviewed annually and revised as needed.





UTILITY ALLOWANCE SCHEDULE

No changes to the Utility Allowances For FY 2008





2008 FLAT RENTS

Public Housing Flat Rents

PROJECT NO.	DEVELOPMENT	PROGRAM	BEDROOM SIZE	2006 Flat Rent	2008 New Flat Rent
601	Alazan Apache	LOW	0	\$237.00	\$293.00
601	Alazan Apache	LOW	1	\$303.00	\$374.00
601	Alazan Apache	LOW	2	\$450.00	\$442.00
601	Alazan Apache	LOW	3	\$531.00	\$574.00
601	Alazan Apache	LOW	4	\$589.00	None
601A	Alazan Apache	LOW	0	\$254.00	None
601A	Alazan Apache	LOW	1	\$281.00	None
601A	Alazan Apache	LOW	2	\$340.00	\$436.00
601A	Alazan Apache	LOW	3	\$405.00	\$541.00
601A	Alazan Apache	LOW	4	\$486.00	\$590.00
604	Wheatley Courts	LOW	1	\$230.00	\$296.00
604	Wheatley Courts	LOW	2	\$240.00	\$403.00
604	Wheatley Courts	LOW	3	\$265.00	\$674.00
604	Wheatley Courts	LOW	4	\$344.00	\$742.00
604	Wheatley Courts	LOW	5	\$400.00	\$894.00
605	Lincoln Heights (LI)	LOW	1	\$309.00	\$236.00
605	Lincoln Heights (LI)	LOW	2	\$390.00	\$322.00
605	Lincoln Heights (LI)	LOW	3	\$403.00	\$402.00
605	Lincoln Heights (LI)	LOW	4	\$515.00	\$505.00
606	Cassiano Homes	LOW	1	\$319.00	\$305.00
606	Cassiano Homes	LOW	2	\$430.00	\$363.00
606	Cassiano Homes	LOW	3	\$484.00	\$497.00
606	Cassiano Homes	LOW	4	\$556.00	\$497.00
606	Cassiano Homes	LOW	5	\$622.00	\$622.00
608	San Juan Homes (SJ)	LOW	1	\$277.00	\$352.00
608	San Juan Homes (SJ)	LOW	2	\$343.00	\$385.00
608	San Juan Homes (SJ)	LOW	3	\$425.00	\$538.00
608	San Juan Homes (SJ)	LOW	4	\$497.00	\$543.00
608	San Juan Homes (SJ)	LOW	5	\$555.00	\$555.00
609	Sutton Homes	LOW	1	\$311.00	\$311.00
609	Sutton Homes	LOW	2	\$327.00	\$327.00
609	Sutton Homes	LOW	3	\$354.00	\$390.00
609	Sutton Homes	LOW	4	\$454.00	\$454.00
609	Sutton Homes	LOW	5	\$503.00	\$531.00
612	Villa Veramendi (VR)	LOW	1	\$396.00	\$432.00
612	Villa Veramendi (VR)	LOW	2	\$490.00	\$570.00
612	Villa Veramendi (VR)	LOW	3	\$600.00	\$640.00
612	Villa Veramendi (VR)	LOW	4	\$626.00	\$626.00
612	Villa Veramendi (VR)	LOW	5	\$682.00	\$682.00
613	San Juan Homes (SJ)	LOW	1	\$277.00	\$352.00
613	San Juan Homes (SJ)	LOW	2	\$343.00	\$385.00

613	San Juan Homes (SJ)	LOW	3	\$425.00	\$538.00
613	San Juan Homes (SJ)	LOW	4	\$497.00	\$543.00
613	San Juan Homes (SJ)	LOW	5	\$555.00	\$555.00
614	Sutton Homes	LOW	1	\$311.00	\$311.00
614	Sutton Homes	LOW	2	\$327.00	\$327.00
614	Sutton Homes	LOW	3	\$354.00	\$390.00
614	Sutton Homes	LOW	4	\$454.00	\$454.00
614	Sutton Homes	LOW	5	\$503.00	\$531.00
616	Wheatley Courts	LOW	1	\$230.00	\$296.00
616	Wheatley Courts	LOW	2	\$240.00	\$403.00
616	Wheatley Courts	LOW	3	\$265.00	\$647.00
616	Wheatley Courts	LOW	4	\$344.00	\$742.00
616	Wheatley Courts	LOW	5	\$400.00	\$894.00
618	Victoria Plaza (VP)	LOW	0	\$308.00	\$387.00
618	Victoria Plaza (VP)	LOW	1	\$377.00	\$395.00
618	Victoria Plaza (VP)	LOW	2	\$448.00	\$535.00
618	Victoria Plaza (VP)	LOW	3	\$808.00	\$608.00
619	Villa Tranchese (VT) *	LOW	0	\$201.00	\$280.00
619	Villa Tranchese (VT) *	LOW	1	\$265.00	\$351.00
619	Villa Tranchese (VT) *	LOW	2	\$359.00	\$439.00
619	Villa Tranchese (VT) *	LOW	3	\$490.00	none
620A	San Juan Homes (SJ)	LOW	1	\$277.00	\$352.00
620A	San Juan Homes (SJ)	LOW	2	\$343.00	\$385.00
620A	San Juan Homes (SJ)	LOW	3	\$425.00	\$538.00
620A	San Juan Homes (SJ)	LOW	4	\$497.00	\$543.00
620A	San Juan Homes (SJ)	LOW	5	\$555.00	\$555.00
620B	Cassiano Homes	LOW	1	\$319.00	\$305.00
620B	Cassiano Homes	LOW	2	\$430.00	\$363.00
620B	Cassiano Homes	LOW	3	\$484.00	\$497.00
620B	Cassiano Homes	LOW	4	\$556.00	\$497.00
620B	Cassiano Homes	LOW	5	\$622.00	\$622.00
622	Villa Hermosa	LOW	0	\$353.00	\$353.00
622	Villa Hermosa	LOW	1	\$398.00	\$398.00
622	Villa Hermosa	LOW	2	\$664.00	\$664.00
623	Sun Park Lane (SU) *	LOW	1	\$450.00	\$462.00
624	Mission Park	LOW	1	\$398.00	\$541.00
624	Mission Park	LOW	2	\$474.00	\$680.00
624	Mission Park	LOW	3	\$608.00	\$887.00
624	Mission Park	LOW	4	\$847.00	\$1,235.00
624	Mission Park	LOW	5	\$1,011.00	\$1,475.00
626	College Park	LOW	1	\$320.00	\$347.00
626A	Tarry Towne	LOW	1	\$323.00	\$398.00
626A	Tarry Towne	LOW	2	\$381.00	\$487.00
626B	College Park	LOW	2	\$397.00	\$436.00
626C	Linda Lou	LOW	1	\$397.00	\$379.00
627	Parkview	LOW	0	\$324.00	\$379.00

627	Parkview	LOW	1	\$396.00	\$360.00
627	Parkview	LOW	2	\$558.00	\$558.00
627	Parkview	LOW	3	\$601.00	\$601.00
628	Fair Avenue (FA)	LOW	0	\$292.00	\$300.00
628	Fair Avenue (FA)	LOW	1	\$366.00	\$372.00
629	Blanco	LOW	0	\$204.00	\$352.00
629	Blanco	LOW	1	\$258.00	\$444.00
629	Blanco	LOW	2	\$315.00	\$458.00
630	Lewis Chatham	LOW	0	\$340.00	\$391.00
630	Lewis Chatham	LOW	1	\$357.00	\$488.00
630	Lewis Chatham	LOW	2	\$453.00	\$727.00
630	Lewis Chatham	LOW	3	\$621.00	\$996.00
631	Riverside Apts (RI)	LOW	2	\$450.00	\$691.00
631	Riverside Apts (RI)	LOW	3	\$516.00	\$795.00
632A	Madonna (MA)	LOW	1	\$350.00	\$387.00
632A	Madonna (MA)	LOW	2	\$489.00	\$547.00
632B	Sahara Ramsey	LOW	2	\$519.00	\$543.00
633	Linda Lou	LOW	1	\$334.00	\$397.00
633A	Escondida	LOW	1	\$285.00	\$318.00
633B	Le Chalet Apts	LOW	1	\$331.00	\$335.00
633B	Le Chalet Apts	LOW	2	\$497.00	\$497.00
633C	Williamsburg	LOW	1	\$375.00	\$419.00
633D	Linda Lou	LOW	1	\$324.00	\$379.00
634	Cheryl West (CW)	LOW	1	\$193.00	\$246.00
634	Cheryl West (CW)	LOW	2	\$284.00	\$284.00
634	Cheryl West (CW)	LOW	3	\$346.00	\$377.00
634	Cheryl West (CW)	LOW	4	\$414.00	\$457.00
635A	Village East (VE)	LOW	2	\$350.00	\$402.00
635A	Village East (VE)	LOW	3	\$400.00	\$503.00
635A	Village East (VE)	LOW	4	\$618.00	\$687.00
635A	Village East (VE)	LOW	5	\$746.00	\$828.00
635B	Olive Park (OL)	LOW	2	\$350.00	\$402.00
635B	Olive Park (OL)	LOW	3	\$400.00	\$503.00
635B	Olive Park (OL)	LOW	4	\$618.00	\$687.00
636	College Park	LOW	1	\$320.00	\$347.00
636	College Park	LOW	2	\$397.00	\$436.00
638	Jewett Circle	LOW	1	\$260.00	\$450.00
638	Jewett Circle	LOW	2	\$349.00	\$660.00
639	Kenwood North (KE) *	LOW	1	\$271.00	\$271.00
639	Kenwood North (KE) *	LOW	2	\$378.00	\$416.00
640	The Midway Apts (MW)*	LOW	1	\$444.00	\$387.00
641	San Pedro Arms (PE)*	LOW	0	\$520.00	\$540.00
641	San Pedro Arms (PE)*	LOW	1	\$650.00	\$650.00
642	W.C. White (WC)	LOW	1	\$358.00	\$503.00
643	Highview	LOW	1	\$399.00	\$406.00
643	Highview	LOW	2	\$375.00	\$384.00

643	Highview	LOW	3	\$410.00	\$419.00
643	Highview	LOW	4	\$556.00	\$569.00
644	Cross Creek (CC)	LOW	1	\$260.00	\$276.00
644	Cross Creek (CC)	LOW	2	\$283.00	\$283.00
644	Cross Creek (CC)	LOW	3	\$409.00	\$432.00
644	Cross Creek (CC)	LOW	4	\$527.00	\$547.00
645	Park Square	LOW	1	\$296.00	\$336.00
645	Park Square	LOW	2	\$641.00	\$641.00
645	Park Square	LOW	3	\$507.00	\$727.00
645	Park Square	LOW	4	\$643.00	\$907.00
646	Kenwood Manor (KM)	LOW	3	\$306.00	\$437.00
647	Westway	LOW	1	\$431.00	\$530.00
647	Westway	LOW	2	\$470.00	\$557.00
647	Westway	LOW	3	\$625.00	\$580.00
647	Westway	LOW	4	\$727.00	\$727.00
648	Marie McGuire (MM)*	LOW	0	\$403.00	\$403.00
648	Marie McGuire (MM)*	LOW	1	\$402.00	\$402.00
648	Marie McGuire (MM)*	LOW	2	\$519.00	\$519.00
649	Morris C Beldon (MB)	LOW	1	\$281.00	\$314.00
649	Morris C Beldon (MB)	LOW	2	\$335.00	\$347.00
649	Morris C Beldon (MB)	LOW	3	\$400.00	\$437.00
650	Francis Furey (FF)	LOW	1	\$286.00	\$341.00
650	Francis Furey (FF)	LOW	2	\$289.00	\$348.00
650	Francis Furey (FF)	LOW	3	\$474.00	\$425.00
650	Francis Furey (FF)	LOW	4	\$485.00	\$485.00
651	H.B. Gonzalez (HB)*	LOW	1	\$354.00	\$422.00
651	H.B. Gonzalez (HB)*	LOW	2	\$375.00	\$545.00
652	William Sinkin (SI)	LOW	1	\$434.00	\$470.00
652	William Sinkin (SI)	LOW	2	\$535.00	\$554.00
653	Pin Oaks II (PI)	LOW	1	\$288.00	\$320.00
653	Pin Oaks II (PI)	LOW	2	\$363.00	\$342.00
653	Pin Oaks II (PI)	LOW	3	\$402.00	\$474.00
653	Pin Oaks II (PI)	LOW	4	\$595.00	\$519.00
654	George Cisneros (CI)*	LOW	1	\$413.00	\$383.00
654	George Cisneros (CI)*	LOW	2	\$550.00	\$546.00
655	Matt Garcia (MG)	LOW	1	\$392.00	\$406.00
655	Matt Garcia (MG)	LOW	2	\$472.00	\$472.00
656	L.C. Rutledge (RU)	LOW	1	\$267.00	\$366.00
656	L.C. Rutledge (RU)	LOW	2	\$273.00	\$401.00
656	L.C. Rutledge (RU)	LOW	3	\$295.00	\$457.00
656	L.C. Rutledge (RU)	LOW	4	\$315.00	\$613.00
657	T L Shaley (T)	LOW	1	\$217.00	\$250.00
657	T L Shaley (T)	LOW	2	\$287.00	\$287.00
657	T L Shaley (T)	LOW	3	\$321.00	\$330.00
657	T L Shaley (T)	LOW	4	\$439.00	\$456.00
658	Lila Cockrell (C)	LOW	1	\$359.00	\$462.00

658	Lila Cockrell (C)	LOW	2	\$489.00	\$615.00
659	O P Schnabel	LOW	1	\$444.00	\$522.00
659	O P Schnabel	LOW	2	\$596.00	\$665.00
108	Dr. Charles Andrews (DC)	LOW	3	\$428.00	\$474.00
124	Frank Hornsby	LOW	1	\$431.00	\$448.00
124	Frank Hornsby	LOW	2	\$451.00	\$464.00
126	Glen Park	LOW	2	\$617.00	\$617.00
127	Alazan Apache Subdivision	LOW	2 TYPE K, E	\$550.00	\$614.00
127	Alazan Apache Subdivision	LOW	2 TYPE F, J	\$554.00	\$618.00
127	Alazan Apache Subdivision	LOW	3 TYPE A	\$656.00	\$736.00
127	Alazan Apache Subdivision	LOW	3 TYPE B, H	\$663.00	\$747.00
127	Alazan Apache Subdivision	LOW	4	\$875.00	\$980.00
129	Raymundo Rangel	LOW	1	\$296.00	\$303.00
130	South San	LOW	1	\$430.00	\$531.00
131	Blue Ridge	LOW	3	Homeowner	n/a
131	Blue Ridge	LOW	4	Homeowner	n/a
131	Blue Ridge	LOW	5	Homeowner	n/a
132	SunFlower	LOW	3	Homeowner	n/a
132	SunFlower	LOW	4	Homeowner	n/a
133	Palm Lake	LOW	3	Homeowner	n/a
133	Palm Lake	LOW	4	Homeowner	n/a
134	Villa De Fortuna	LOW	3		n/a
134	Villa De Fortuna		4	Homeowner	n/a
		LOW	5	Homeowner	
134	Villa De Fortuna	LOW	2	Homeowner	n/a
135 135	Mirasol Homes	LOW	3	\$588.00 \$740.00	\$712.00
	Mirasol Homes	LOW	4	\$719.00	\$904.00
135	Mirasol Homes	LOW		\$896.00	\$886.00
135	Mirasol Homes	LOW	5 2	\$1,008.00	\$1,003.00
136	SpringView	LOW	3	\$793.00	\$894.00
136	SpringView	LOW	3	\$1,010.00 No a unit this	\$1,093.00
136	SpringView	LOW	4	size	None
137	Mirasol Townhomes	LOW	2	\$588.00	\$712.00
137	Mirasol Townhomes	LOW	3	\$719.00	\$904.00
137	Mirasol Townhomes	LOW	4	\$896.00	\$886.00
137	Mirasol Townhomes	LOW	5	\$1,008.00	\$1,003.00
138	Mirasol Cottages/Duplexes	LO V V	2	\$588.00	\$712.00
138	Mirasol Cottages/Duplexes	LOW	3	\$719.00	\$904.00
138	Mirasol Cottages/Duplexes	LOW	4	\$896.00	\$886.00
138	Mirasol Cottages/Duplexes	LOW	5	\$1,008.00	\$1,003.00
139	Refugio Place	LOW	1	\$699.00	\$795.00
139	Refugio Place	LOW	2	\$847.00	\$990.00
139	Refugio Place	LOW	3	\$1,003.00	\$1,066.00
140	Springview Senior 40	LOW	1	\$487.00	\$512.00
140	Springview Senior 40 Springview Building C	LOW	0 (Apt.3201)	\$188.00	\$196.00
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147	Springview Building C	LOW	0 (Apt.3202)	\$187.00	\$194.00

147	Springview Building C	LOW	0 (Apt.3203)	\$204.00	\$212.00
147	Springview Building C	LOW	0 (Apt.3204)	\$173.00	\$180.00
147	Springview Building C	LOW	0 (Apt.3205)	\$161.00	\$167.00
147	Springview Building C	LOW	0 (Apt.3101)	\$401.00	\$418.00
147	Springview Building C	LOW	0 (Apt.3102)	\$387.00	\$402.00
148	Springview Building B 1st flr	LOW	0 (Apt.2101)		\$451.00
148	Springview Building B 1st flr	LOW	0 (Apt.2102)		\$296.00
148	Springview Building B 1st flr	LOW	0 (Apt.2103)		\$296.00
148	Springview Building B 1st flr	LOW	0 (Apt.2105)		\$296.00
148	Springview Building B 1st flr	LOW	0 (Apt.2106)		\$296.00
148	Springview Building B 1st flr	LOW	0 (Apt.2107)		\$296.00
148	Springview Building B 1st flr	LOW	0 (Apt.2108)		\$316.00
148	Springview Building B 1st flr	LOW	0 (Apt.2109)		\$343.00
148	Springview Building B 1st flr	LOW	2 (Apt.2104)		\$524.00
148	Springview Building B 2nd flr	LOW	0 (Apt.2201)		\$336.00
148	Springview Building B 2nd flr	LOW	0 (Apt.2202)		\$297.00
148	Springview Building B 2nd flr	LOW	0 (Apt.2203)		\$297.00
148	Springview Building B 2nd flr	LOW	0 (Apt.2205)		\$297.00
148	Springview Building B 2nd flr	LOW	0 (Apt.2206)		\$297.00
148	Springview Building B 2nd flr	LOW	0 (Apt.2207)		\$297.00
148	Springview Building B 2nd flr	LOW	0 (Apt.2208)		\$308.00
148	Springview Building B 2nd flr	LOW	0 (Apt.2209)		\$277.00
148	Springview Building B 2nd flr	LOW	2 (Apt.2204)		\$524.00
6143	Christ The King	LOW	1	\$438.00	\$476.00
6143	Christ The King	LOW	2	\$509.00	\$513.00
146	Alhambra	LOW	1		\$535.00
146	Alhambra	LOW	2		\$700.00
141	San Juan Square	LOW	1		\$660.00
141	San Juan Square	LOW	2		\$750.00
141	San Juan Square	LOW	3		\$885.00

Public Housing Scattered Site Flat Rents

010045		Zip	TEX No	2006 Flat Rent	2008 New Flat Rent
SI0019	2227 RAMONA 78201 6-610 550	78201	6-610	\$550.00	\$677.00
S30017	427 CLARK 78203 6-63F 696	78203	6-63F	\$696.00	\$688.00
SC0001	921 5AN CARL05 78207 6-128 676	78207	6-128	\$676.00	\$681.00
DH1781	1806 PA50 DEL 5UR 78207 6-37A 518	78207	6-37A	\$518.00	\$520.00
DH1782	1811 PA50 DEL 5UR 78207 6-37A 425	78207	6-37A	\$425.00	\$846.00
S30025	303 5AN CARL05 78207 6-63C 531	78207	6-63C	\$531.00	\$605.00
S90076	315 PATTON 78207 6-99F 500	78207	6-99F	\$500.00	\$610.00
S90041	2931 WI5HING LAKE 78210 6-99D 748	78210	6-99D	\$748.00	\$775.00
S90043	4019 BREMEN 78210 6-99D 731	78210	6-99D	\$731.00	\$872.00
S20015	3118 COCONINO 78211 6-62A 631	78211	6-62A	\$631.00	\$636.00
S20017	618 WHITMAN 78211 6-62A 562	78211	6-62A	\$562.00	\$565.00
S20025	518 DAWNVIEW 78213 6-62D 833	78213	6-62D	\$833.00	\$832.00
S20024	618 MARCH MONT 78213 6-62D 833	78213	6-62D	\$833.00	\$834.00
S30021	1831 LAMP05T RD 78213 6-63D 626	78213	6-63D	\$626.00	\$630.00
S30022	226 MILFORD DR 78213 6-63D 689	78213	6-63D	\$689.00	\$550.00
S30001	438 BA55WOOD 78213 6-63D 689	78213	6-63D	\$689.00	\$526.00
S50009	4934 GREY HAWK 78217 6-123 744	78217	6-123	\$744.00	\$759.00
S50010 !	9502 NONA KAY DRIVE 78217 6-123 618	78217	6-123	\$618.00	\$823.00
SI0007 !	9410 BRIGHTVIEW 78217 6-61A 859	78217	6-61A	\$859.00	\$1,156.00
SI0006	14231 SWALLOW DR 78217 6-61A 749	78217	6-61A	\$749.00	\$885.00
SI0002	4957 CHAMPLAIN 78217 6-61A 847	78217	6-61A	\$847.00	\$991.00
SI0003	5134 ANACACHO 78217 6-61A 749	78217	6-61A	\$749.00	\$886.00
S20003	335 SHROPSHIRE 78217 6-62E 542	78217	6-62E	\$542.00	\$962.00
S20011	4430 SUMMER WIND 78217 6-62E 572	78217	6-62E	\$572.00	\$718.00
S20009	9514 HILL5BORO 78217 6-62E 563	78217	6-62E	\$563.00	\$983.00
S30020	14015 GREENJAY 78217 6-63A 713	78217	6-63A	\$713.00	\$923.00
S30014	14054 GREENJAY 78217 6-63A 828	78217	6-63A	\$828.00	\$1,011.00
S30007	4969 CHAMPLAIN 78217 6-63A 848	78217	6-63A	\$848.00	\$1,060.00
S90033	13919 6RAY5 FORE5T 78217 6-99C 668	78217	6-99C	\$668.00	\$1,068.00
SI0004	5111 VILLAGE WAY 78218 6-61A 973	78218	61A	\$973.00	\$1,002.00
SI0005	5823 CASTLE RUN 78218 6-61A 696	78218	6-61A	\$696.00	\$798.00
S20001	5002 VILLAGE CRE5T 78218 6-62E 980	78218	6-62E	\$980.00	\$1,239.00
S520002	5047 GALAHAD 78218 6-62E 742	78218	6-62E	\$742.00	\$915.00
S30015	4814 CA5TLE PATH 78218 6-63A 659	78218	6-63A	\$659.00	\$762.00
	6503 5HADY BLUFF 78218 6-63A 522	78218	6-63A	\$522.00	\$802.00
	5251 VALLEY HAVEN 78218 6-63A 758	78218	6-63A	\$758.00	\$760.00
	5131 VILLAGE COURT 78218 6-68A 884	78218	6-68A	\$884.00	\$1,066.00
	5230 VILLAGE GLEN 78218 6-68A 498	78218	6-68A	\$498.00	\$648.00
	5942 MIDCROWN 78218 6-68A 959	78218	6-68A	\$959.00	\$1,049.00
	4214 KILREA 78219 6-62B 827	78219	6-62B	\$827.00	\$952.00
Į.	5023 LAKEWOOD 78220 6-123 784	78220	6-123	\$784.00	\$1,190.00
	4903 WAYCR055 78220 6- 37B Vacant Lot	78220	6- 37B	Vacant Lot	Ţ.,.cc.oc
	4904 HUNT5MOOR 78220 6-37B 582	78220	6-37B	\$582.00	\$596.00
	4906 WAYCR055 78220 6-37B 580	78220	6-37B	\$580.00	\$680.00

DH 1776	4907 50UTHWOOD 78220 6-37B 619	78220	6-37B	\$619.00	\$620.00
DHI774	4910 HUNT5MOOR 78220 6-37B 705	78220	6-37B	\$705.00	\$710.00
DHI775	4938 MELVIN 78220 6-37B 546	78220	6-37B	\$546.00	\$654.00
SI0023	4350 ALGRUTH 78220 6-61E 564	78220	6-61E	\$564.00	\$684.00
SI0022	4711 CREEKMOOR 78220 6-61E 738	78220	6-61E	\$738.00	\$837.00
S20019	511 UPLAND 78220 6-62B 1003	78220	6-62B	\$1,003.00	\$993.00
S30003	1707 DELLHAVEN DR 78220 6-63F 801	78220	6-63F	\$801.00	\$834.00
S30018	303 TOM ROB DR 78220 6-63F 581	78220	6-63F	\$581.00	\$581.00
S30024	506 CAROL CRE5T 78220 6-63F 696	78220	6-63F	\$696.00	\$808.00
S40082	4243 DY5ART 78220 6-68B 707	78220	6-68B	\$707.00	\$709.00
S40083	4404 HAMPSTEAD 78220 6-68B 697	78220	6-68B	\$697.00	\$759.00
S40077	5006 HUNT5MOOR 78220 6-68B 622	78220	6-68B	\$622.00	\$769.00
DH 1765	210 TIDEWIND 78221 6-37D 562	78221	6-37D	\$562.00	\$565.00
DH 1766	307 TIDEWIND 78221 6-37D 562	78221	6-37D	\$562.00	\$561.00
DH1768	434 E VILLARET 78221 6-37D 562	78221	6-37D	\$562.00	\$579.00
DH 1789	447 E VILLARET 78221 6-37D 562	78221	6-37D	\$562.00	\$572.00
DH1767	515 TIDEWIND 78221 6-37D 562	78221	6-37D	\$562.00	\$561.00
DH1769	547 E VILLARET 78221 6-37D 562	78221	6-37D	\$562.00	\$567.00
DH 1770	9350 YETI AVENUE 78221 6- 37D 562	78221	6- 37D	\$562.00	\$557.00
DHI771	9354 YETI AVENUE 78221 6-37D 562	78221	6-37D	\$562.00	\$567.00
DH1772	9438 YETI AVENUE 78221 6-37D 562	78221	6-37D	\$562.00	\$567.00
SI0016	9023 YETI 78221 6-61B 562	78221	6-61B	\$562.00	\$756.00
S30002	3302 5CARLET 0' HARA 78221 6-63G 523	78221	6-63G	\$523.00	\$676.00
S90044	5811 LAKEFRONT 78222 6-123 671	78222	6-123	\$671.00	\$997.00
SI0013	4134 WINESAP DR 78222 6-61B 660	78222	6-61B	\$660.00	\$898.00
SI0012	4150 FREESTONE 78222 6-61B 656	78222	6-61B	\$656.00	\$886.00
SI0018	5631 TEXOMA DR 78222 6-61B 605	78222	6-61B	\$605.00	\$756.00
SI0025	2826 SPOKANE 78222 6-61E 819	78222	6-61E	\$819.00	\$826.00
SI0024	4115 FAMILY TREE 78222 6-61E 752	78222	6-61E	\$752.00	\$989.00
S20013	5619 TEXOMA 78222 6-62A 563	78222	6-62A	\$563.00	\$729.00
S20014	9519 TARLETON 78222 6-62A 571	78222	6-62A	\$571.00	\$635.00
S30019	2947 WI5HING LAKE 78222 6-63F 917	78222	6-63F	\$917.00	\$786.00
S30005	3511 BOTTOMLE55 LAKE 78222 6-63 F 673	78222	6-63 F	\$673.00	\$749.00
S30006	3511 LAKE TAHOE 78222 6-63F 495	78222	6-63F	\$495.00	\$894.00
S30004	3542 LAKE TAHOE 78222 6-63 F 708	78222	6-63 F	\$708.00	\$719.00
S40078	4318 GOLDEN 5PICE 78222 6-68B 935	78222	6-68B	\$935.00	\$957.00
S90042	2510 CHRI5TIAN DRIVE 78222 6-99D 822	78222	6-99D	\$822.00	\$966.00
S90040	4903 PECAN E5TATE 78222 6-99D 697	78222	6-99D	\$697.00	\$892.00
SI0014	9331 NATCHEZ TRAIL 78223 6-61B 553	78223	6-61B	\$553.00	\$639.00
SI0010	9506 SHOWBOAT DOCK 78223 6-61B 591	78223	6-61B	\$591.00	\$646.00
SI0015	9527 TARLETON 78223 6-61B 623	78223	6-61B	\$623.00	\$626.00
S20016	539 HOT WELLS 78223 6-62A 570	78223	6-62A	\$570.00	\$826.00
SI0021	1147 KENDALIA 78224 6-61B 552	78224	6-61B	\$552.00	\$568.00
SI0011	2518 PATRON 78224 6-61B 503	78224	6-61B	\$503.00	\$506.00
SI0017	9206 OZAUD 78224 6-61B 763	78224	6-61B	\$763.00	\$694.00
S90075	9514 VERONICA 78224 6-99F 902	78224	6-99F	\$902.00	\$970.00
S20020	1523 NOBLE OAK 78227 6-62C 540	78227	6-62C	\$540.00	\$624.00
S20021	930 PLEASURE PARK 78227 6-62C 540	78227	6-62C	\$540.00	\$667.00

S30009	6707 MIDDLE OAK5 DR 78227 6-63B 506	78227	6-63B	\$506.00	\$649.00
S30008	6714 BLUE OAK LANE 78227 6-63B 551	78227	6-63B	\$551.00	\$625.00
S30010	6718 BLUE OAK LANE 78227 6-63B 551	78227	6-63B	\$551.00	\$771.00
S30011	7822 GLIDER 78227 6-63B 739	78227	6-63B	\$739.00	demolished
S9001	6751 MIDDLE OAK 78227 6-99B 506	78227	6-99B	\$506.00	\$648.00
S90024	1318 MEADOW KNOLL 78227 6-996 754	78227	6-996	\$754.00	\$905.00
DHI779	4818 LARK AVENUE 78228 6-37E 347	78228	6-37E	\$347.00	\$568.00
DH1780	4839 LARK AVENUE 78228 6-37E 521	78228	6-37E	\$521.00	\$568.00
S20022	5602 BROOKHILL 78228 6-62C 514	78228	6-62C	\$514.00	\$662.00
S30016	2459 TEXA5 78228 6-63B 842	78228	6-63B	\$842.00	\$937.00
S90021	5511 RU5H HILL 78228 6-996 954	78228	6-996	\$954.00	\$788.00
S90020	5531 IVANHOE 78228 6-996 468	78228	6-996	\$468.00	\$721.00
SI0020	4906 CHEDDAR DR 78229 6-610 536	78229	6-610	\$536.00	\$675.00
S90002	13606 HIGH CHAPEL 78231 6-99A 776	78231	6-99A	\$776.00	\$834.00
SI0008	13236 LARK PLACE 78233 6-61A 599	78233	6-61A	\$599.00	\$966.00
SI0001	5735 CHAMPION HILL 78233 6-61A 752	78233	6-61A	\$752.00	\$1,114.00
S20008	4706 GUADALAJARA 78233 6-62E 623	78233	6-62E	\$623.00	\$710.00
S20007	4750 CA5A VERDE 78233 6-62E 595	78233	6-62E	\$595.00	\$721.00
S20006	4846 CA5A VERDE 78233 6-62E 650	78233	6-62E	\$650.00	\$695.00
S20005	5730 CHAMPION HILL 78233 6-62E 752 520012	78233	6-62E	\$752.00	\$1,103.00
S30012	5031 CA5A VERDE 78233 6-63A 774	78233	6-63A	\$774.00	\$941.00
S90030	13083 FEATHER RIDGE 78233 6-99C 730	78233	6-99C	\$730.00	\$915.00
S90032	13215 LARKGATE DR 78233 6-99C 783	78233	6-99C	\$783.00	\$1,080.00
S90034	14734 HILL5IDE VIEW 78233 6-99C 893	78233	6-99C	\$893.00	\$1,188.00
S90036	15011 EAGLE RUN 78233 6-99C 814	78233	6-99C	\$814.00	\$1,133.00
DH1783	2910 CUMBRE 78237 6-37C 471	78237	6-37C	\$471.00	\$508.00
DH1784	3022 CUMBRE 78237 6-37C 462	78237	6-37C	\$462.00	\$508.00
DH1786	3706 ZENIA CIRCLE 78237 6-37C 452	78237	6-37C	\$452.00	\$681.00
DH 1787	3710 ZENIA CIRCLE 78237 6-37C 443	78237	6-37C	\$443.00	\$516.00
DH 1788	611 PATTON 78237 6-37C 491	78237	6-37C	\$491.00	\$610.00
S20023	6011 WAMPUM 78238 6-62C 674	78238	6-62C	\$674.00	\$695.00
S90035	8413 MAPLE RIDGE 78239 6-99C 730	78239	6-99C	\$730.00	\$860.00
S90004	12511 VALLE DE ZAVALA 78240 6-99A 667	78240	6-99A	\$667.00	\$958.00
S90010	10418 COUNTRY HORN 78240 6-99A 1420	78240	6-99A	\$1,420.00	
S90001	10442 COUNTRY BLUFF 78240 6-99A 1255	78240	6-99A	\$1,255.00	\$975.00
S90003	11206 PRAIRIE 5PRING 78240 6-99A 666	78240	6-99A	\$666.00	\$990.00
S90050	9118 5EAFARER 78242 6-99E 624	78242	6-99E	\$624.00	\$726.00
S50006	1002 HARBOUR GRAY 78245 6-123 728	78245	6-123	\$728.00	\$722.00
S50001	10203 CANTON FIELD 78245 6-123 678	78245	6-123	\$678.00	\$890.00
S50002	10210 BARRON FIELD 78245 6-123 686	78245	6-123	\$686.00	\$968.00
S50004	1022 FILLMORE 78245 6-123 669	78245	6-123	\$669.00	\$677.00
S90016	10203 5UNRI5E FIELD 78245 6-996 731	78245	6-996	\$731.00	\$950.00
S90026	10230 ATHEN5 FIELD 78245 6-996 697	78245	6-996	\$697.00	\$903.00
S90017	2819 CHERRY FIELD 78245 6-996 720	78245	6-996	\$720.00	\$725.00
S50015	15402 WALNUT CREEK 78247 6-123 729	78247	6-123	\$729.00	\$730.00
S50014	4406 KNOLLVALLEY 78247 6-123 644	78247	6-123	\$644.00	\$864.00
S20004	16602 BOULDER RIDGE 78247 6-62E 840	78247	6-62E	\$840.00	\$976.00
S20010	5114 5TOCKMAN 78247 6-62E 636 520005	78247	6-62E	\$636.00	\$888.00

12202 RIDGE CORNER 78247 6-62E 909 530012	78247	6-62E	\$909.00	\$924.00
12038 5TONEY BRIDGE 78247 6-68A 624	78247	6-68A	\$624.00	\$812.00
5907 KI55ING OAK 78247 6-99C 892	78247	6-99C	\$892.00	\$1,073.00
3511 5TONEY 6LUFF 78247 6-99C 662	78247	6-99C	\$662.00	\$830.00
7570 BLUE5TONE 78249 6-123 654	78249	6-123	\$654.00	\$756.00
11227 5PRING MINT 78249 6-99A 685	78249	6-99A	\$685.00	\$901.00
7130 5PRING GROVE 78249 6-99A 815	78249	6-99A	\$815.00	\$1,162.00
5943 HIDDEN DALE 78250 6-123 726	78250	6-123	\$726.00	\$774.00
7322 LAN5BURY DRIVE 78250 6-123 636	78250	6-123	\$636.00	\$817.00
7771 ALVER5TONE WAY 78250 6-123 703	78250	6-123	\$703.00	\$884.00
7323 LAND5BURY DRIVE 78250 6-123 543	78250	6-123	\$543.00	\$805.00
10145 GALE5BURG 78250 6-99A 675	78250	6-99A	\$675.00	\$884.00
7446 RIMHUR5T 78250 6-99A 673	78250	6-99A	\$673.00	\$789.00
5518 RIDGE RUN 78250 6-99B 652	78250	6-99B	\$652.00	\$766.00
7239 HARDE5TY 78250 6-99B 650	78250	6-99B	\$650.00	\$880.00
7426 ALVER5TONE WAY 78250 6-996 659	78250	6-996	\$659.00	\$726.00
9007 FROMAGE 78250 6-996 659	78250	6-996	\$659.00	\$771.00
9211 RIDGE WILDE 78250 6-996 910	78250	6-996	\$910.00	\$1,123.00
9215 VALLEY HAVEN 78250 6-996 760	78250	6-996	\$760.00	\$959.00
9354 VALLEY GATE 78250 6-996 752	78250	6-996	\$752.00	\$855.00
9535 VALLEY DALE 78250 6-996 760	78250	6-996	\$760.00	\$986.00
2920 WOOD CIRCLE 78250 6-996 945	78250	6-996	\$945.00	\$949.00
2318 FRONTIER TRAIL 78251 6-123 674	78251	6-123	\$674.00	\$683.00
7534 MEADOW LAWN 78251 6-61F 809	78251	6-61F	\$809.00	\$873.00
4318 TIMBERHILL	78238	6-123	\$678.00	\$764.00
	12038 5TONEY BRIDGE 78247 6-68A 624 5907 KI55ING OAK 78247 6-99C 892 3511 5TONEY 6LUFF 78247 6-99C 662 7570 BLUE5TONE 78249 6-123 654 11227 5PRING MINT 78249 6-99A 685 7130 5PRING GROVE 78249 6-99A 815 5943 HIDDEN DALE 78250 6-123 726 7322 LAN5BURY DRIVE 78250 6-123 636 7771 ALVER5TONE WAY 78250 6-123 543 10145 GALE5BURG 78250 6-99A 675 7446 RIMHUR5T 78250 6-99A 673 5518 RIDGE RUN 78250 6-99B 652 7239 HARDE5TY 78250 6-99B 650 7426 ALVER5TONE WAY 78250 6-996 659 9007 FROMAGE 78250 6-996 659 9211 RIDGE WILDE 78250 6-996 760 9354 VALLEY HAVEN 78250 6-996 760 2920 WOOD CIRCLE 78250 6-996 945 2318 FRONTIER TRAIL 78251 6-123 674 7534 MEADOW LAWN 78251 6-61F 809	12038 5TONEY BRIDGE 78247 6-68A 624 5907 KI55ING OAK 78247 6-99C 892 78247 3511 5TONEY 6LUFF 78247 6-99C 662 78247 7570 BLUE5TONE 78249 6-123 654 11227 5PRING MINT 78249 6-99A 685 78249 7130 5PRING GROVE 78249 6-99A 815 78249 5943 HIDDEN DALE 78250 6-123 726 7322 LAN5BURY DRIVE 78250 6-123 636 7771 ALVER5TONE WAY 78250 6-123 703 78250 7323 LAND5BURY DRIVE 78250 6-123 543 10145 GALE5BURG 78250 6-99A 675 7446 RIMHUR5T 78250 6-99A 675 7239 HARDE5TY 78250 6-99B 652 7239 HARDE5TY 78250 6-99B 650 7426 ALVER5TONE WAY 78250 6-996 659 9211 RIDGE WILDE 78250 6-996 910 9215 VALLEY HAVEN 78250 6-996 760 9354 VALLEY GATE 78250 6-996 760 9355 VALLEY DALE 78250 6-996 945 2920 WOOD CIRCLE 78250 6-996 945 2318 FRONTIER TRAIL 78251 6-123 674 78247 78251 78249 78249 78249 78249 78249 78251 78260 78250	12038 5TONEY BRIDGE 78247 6-68A 624 5907 KI55ING OAK 78247 6-99C 892 7570 BLUE5TONEY 6LUFF 78247 6-99C 662 7570 BLUE5TONE 78249 6-123 654 78249 78250 78250 78250 78250 78250 78250 78250 78250 78250 78250 78250 78250 78250 78250 78250 78250 6-123 7771 ALVER5TONE WAY 78250 6-123 543 78250 78250 78250 78250 78250 6-99A 7446 RIMHUR5T 78250 6-99A 675 78250 78250 78250 78250 6-99B 7239 HARDE5TY 78250 6-99B 652 78250 78250 78250 78250 6-99B 7426 ALVER5TONE WAY 78250 6-996 659 78250 78250 78250 6-996 99211 RIDGE WILDE 78250 6-996 910 78250 78250 6-996 99215 VALLEY HAVEN 78250 6-996 760 78250 78250 6-996 9354 VALLEY GATE 78250 6-996 760 78250 78250 6-996 9355 VALLEY DALE 78250 6-996 945 78251 6-123 7534 MEADOW LAWN 78251 6-61F 809 78251 6-61F	12038 5TONEY BRIDGE 78247 6-68A 624 78247 6-68A \$624.00 5907 KI55ING OAK 78247 6-99C 892 78247 6-99C \$892.00 3511 5TONEY 6LUFF 78247 6-99C 662 78247 6-99C \$662.00 7570 BLUE5TONE 78249 6-123 654 78249 6-123 \$654.00 11227 5PRING MINT 78249 6-99A 685 78249 6-99A \$685.00 7130 5PRING GROVE 78249 6-99A 815 78249 6-99A \$815.00 5943 HIDDEN DALE 78250 6-123 726 78250 6-123 \$726.00 7322 LAN5BURY DRIVE 78250 6-123 636 78250 6-123 \$636.00 7771 ALVERSTONE WAY 78250 6-123 636 78250 6-123 \$703.00 7323 LAND5BURY DRIVE 78250 6-123 543 78250 6-123 \$543.00 10145 GALE5BURG 78250 6-99A 675 78250 6-99A \$675.00 7446 RIMHUR5T 78250 6-99B 652 78250 6-99B \$652.00 7239 HARDE5TY 78250 6-99B 650 78250 6-99B \$659.00 7426 ALVERSTONE WAY 78250 6-996 659 78250 6-996 \$659.00 9211 RIDGE WILDE 78250 6-996 760 78250 6-996 \$760.00 9354 VALLEY HAVEN 78250 6





PH APPLICATION & RECERTIFICATION FORMS

Under Construction





PUBLIC HOUSING RESIDENT HANDBOOK

WELCOME

The Board of Commissioners and staff of the San Antonio Housing Authority (SAHA) extend to each new resident a WELCOME.

SAHA makes homes available so you may have a comfortable place to live at, a rent you can afford. We strive to offer you an opportunity to enrich your daily lives, meet good friends and neighbors and become involved in a growing community.

The advice, instructions and regulations outlined on the following pages are intended to help you enjoy your new residence. If you have any problems, you will find us fair and ready to help whenever we can.

The information set out in this Handbook will change from time to time, and SAHA will provide you with appropriate notices of these changes. You are responsible to keep your copy of the Handbook current with any changes.

Our very best wishes to each one of you.

Sincerely,

Henry A. Alvarez, III President and CEO

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TENANT AND SAHA RIGHTS

As a resident of the San Antonio Housing Authority (SAHA), you are entitled to:

- 1. Courteous service from SAHA staff
- 2. Fair and impartial treatment
- 3. Prompt and satisfactory service for necessary repairs
- 4. Open communication between you and SAHA staff
- 5. Cooperation and assistance to develop programs for the betterment of your community
- 6. Express your opinions on any or all of the subjects covered in this handbook

SAHA has the right to expect you will:

- 1. Keep your home in a clean and livable condition
- 2. Keep the outside area neat, free from litter and properly watered
- 3. Promptly pay rent and other charges
- 4. Be considerate of your neighbors
- 5. Promptly report any property damage or needed repairs
- 6. Adhere to the Lease Agreement and Community Rules and Regulations.

MISSION STATEMENT

San Antonio Housing Authority is committed to building and maintaining affordable housing for the citizens in our community. We seek to create safe neighborhoods by partnering with individuals and organizations, to provide housing, education, and employment opportunities for families of modest means to become self-sufficient and improve their quality of life. We shall serve our clients and all citizens with the highest level of professionalism, compassion and respect.

PURPOSE OF THIS HANDBOOK

To give you information about the services which contribute to your comfort and protection. This Handbook discusses your responsibilities, privileges and opportunities. Please read your Handbook as soon as possible after you move in and keep your Handbook and Lease handy for reference. If you have any questions, please call the property manager's office of the development where you reside. The property management staff is happy to answer your questions.

The Handbook provides additional information about your rights and duties as a resident, the rights and duties of SAHA, and various rules and regulations that apply. The information in this Handbook draws from relevant regulations and your Dwelling Lease Agreement with addenda. However, if information in this Handbook conflicts in any way with local and federal regulations and laws, or the SAHA Dwelling Lease Agreement with addenda, then the applicable regulations and laws and Lease override the Handbook.

SAN ANTONIO HOUSING AUTHORITY LISTING OF OFFICES

Business Opportunities/Procurement	477-6166
Central Office	477-6262
Corporate Relations	477-6126
Executive Office	477-6047
Fiscal Operations	477-6061
Family Self Sufficiency (FSS) Program	477-6483
Foundation, Partnership & Resources Development	477-6028
*Fraud and Abuse	477-6287
Homeownership Program	477-6008
Hope VI	477-6483
Human Resources	477-6116
Intergovernmental Relations	477-6131
Legal Department	477-6027
Maintenance Service Center	477-6800
Property Management	477-6053
Real Estate Services	477-6001
Public Housing/Admissions	477-6196
Maintenance Service Center	477-6800

To report fraud or criminal activity to SAHA you may call 477-6287 (Anonymously if you wish) - 24 hours a day.

OTHER HELPFUL NUMBERS

<u>EMS</u>	911 or 207-7744
<u>Fire</u>	911 or 207-7744
<u>Police</u>	911 or 207-7484
City of San Antonio Public Service	353-2222
City of San Antonio Water Systems	704-7297
City of San Antonio Teletype for the Deaf (non-emergency)	224-1411
City of San Antonio Teletype for the Deaf (emergency)	911
City of San Antonio, Childcare Management System (CCMS)	246-5200
Drug Enforcement Administration	1-210-525-2900
National Youth Crisis Hotline	1-800-448-4663
Poison Control Center	1-800-764-7661
SAMM Shelter	227-2801
Social Services Referral Hotline	227-4357
Telephone	1-800-464-7928
Time Warner Cable	244-0500
VIA	362-2020
VIA TRANS	362-2140

STATEMENT OF NON-DISCRIMINATION

The San Antonio Housing Authority (SAHA) will carry out its housing and related activities in a manner consistent with the requirements of all applicable Federal, State, and/or local laws promoting non-discrimination in the provision of housing.

SAHA will ensure applicants and residents are not subject to discrimination because of race, color, creed, religion, sex, national origin, age, handicap, familial status or sexual orientation.

SAHA will comply with Section 504 of the Rehabilitation Act of 1973, and will not:

- Develop policies or administrative practices that subject qualified individuals with handicaps to discrimination on the basis or existence of a handicap.
- Deny an apartment to an otherwise qualified applicant because of a handicap of the renter/home buyer, or a person residing or intending to reside in the subject dwelling.
- Deny an otherwise qualified individual with handicap, the equal opportunity to participate in and receive and enjoy the benefits of tenancy and any services provided.
- Provide any housing services, aids, and benefits that are not as effective in affording the qualified individual with handicap an equal opportunity to obtain the same results, to gain the same benefit or reach the same level of achievement as provided others.
- Provide different or separate housing, services, aids, and benefits to either an individual or class of
 individuals with handicaps unless such action is necessary to provide services that are as effective as those
 provided others.
- Deny qualified individuals with handicap, the opportunity to participate as a member of planning or advisory board.
- Prevent a resident from making reasonable use of devices, auxiliary alarms or guides.

FOR SAFETY'S SAKE

SAHA strives to protect the health, safety, and security of all residents, employees and visitors using acceptable and feasible policies, procedures, operations and technologies. We want to constantly improve the communities where our residents reside, as well as the workplace for our employees.

Periodically, property management will work with residents to review safety tips, conduct safety drills, and share information. Please do your part to improve the environment in which you live. Therefore, if you see a hazardous situation, report it immediately to your property manager or other SAHA staff.

HANDICAPPED ACCESSIBILITY

In compliance with Federal Regulations, SAHA provides accommodations for its physically challenged residents. These accommodations include ramps, handrails, bathroom fixtures, lowered kitchen cabinets, lighted doorbells and wider doors. We strive to make our physically challenged residents comfortable.

Please contact your property management office, if you have questions about accommodations for special needs.

COMMUNITY AND RESIDENT RULES FOR FAMILY DEVELOPMENTS

SAHA has adopted Community and Resident Rules for families residing in family developments. These rules are located in your development office and are part of your dwelling lease agreement. SAHA makes these rules for the benefit and well being of the residents and the community.

COMMUNITY LIFE

Family Self-Sufficiency (FSS) Program

SAHA's Family Self-Sufficiency (FSS) program is designed to assist residents in Public Housing break the cycle of poverty and overcome barriers to self-sufficiency.

This five-year program brings together training, education, and supportive service resources to assist families in obtaining employment that will lead to economic independence and self-sufficiency. A written plan to achieve these goals is prepared and developed into a contract between the family and SAHA.

A feature of the FSS program is an escrow account that can be utilized for any purpose the family chooses upon completion of the program. SAHA works with agencies, schools, businesses, and other local partners to develop programs that give FSS family members the skills and experience to get jobs that pay a living wage. For more information, please contact: (210) 477-6483

Homeownership Program

SAHA's Homeownership Program provides opportunities for lower income families to buy their first home through lease purchase and other programs. The Homeownership Program acquires and redevelops properties from the Resolution Trust Corporation, other government agencies, financial institutions, and other public or private entities. For more information, call 477-6008.

Move to Work (MTW) Program

The MTW program is available to all residents at Lincoln Heights Courts, Mission Park, and Wheatley Courts. MTW assists residents to become economically independent by providing special policies and services unavailable to non-participants. Benefits offered to MTW participants include:

- Rent Options
- Escrow (Savings) Accounts
- Section 8 Waiting List Preference
- Income Adjustments/Disregards for childcare, child support, and other items
- Job Training and Job Search Assistance
- Case Management Services

As an MTW participant, you must::

- Sign an MTW contract
- Obtain and/or maintain a job
- Enroll in the Moving to Work/Family Self Sufficiency (MTW/FSS) program
- Complete goals contained in your MTW contract
- Become free of public assistance within your MTW contract terms

In exchange for your commitment, the SAHA property staff will help you design a service plan that specifies goals you want to achieve. Once you complete the goals outlined in your service plan and MTW contract, you will be free of public assistance and on the road to homeownership.

All new residents at Lincoln, Mission, and Wheatley are required to participate in the MTW program. Participation is optional for residents who are elderly or disabled and non-citizens, or who resided in these complexes before the start of the MTW program. For more information, please call 477-6483.

MTW Rent Structure

Participants in the MTW program pay either ten percent of monthly gross income, thirty percent of monthly-adjusted income, or a set minimum rent, whichever is *higher*. The minimum rent increases each year.

Resident Councils

SAHA is concerned about residents' physical and social needs. These needs are important to SAHA because they affect the dignity, pride and morale of the residents. If there is Resident Council at your housing property, take an active part in it. The Council is your opportunity to express yourself and have some input into the operations, management, maintenance and modernization of SAHA. You may participate by attending pre-scheduled monthly meetings in the Community Room of your property. Resident Councils also sponsor many recreational activities and social service programs for young and old. We need and welcome your input and assistance.

Senior Resident Services

Senior Resident Services is an in-house program, designed to coordinate referrals to social services for elderly and disabled residents of public housing. Our main goal is to promote independent living and prevent unnecessary institutionalization of elderly and disabled residents. All elderly residents of public housing are eligible for this program, and staff members are located in our housing developments serving primarily senior citizens. For more information, please call your property staff.

YOUR HOME

Annual Inspections

SAHA is required to inspect your apartment at least once annually. We suggest you be present during these inspections. If you cannot be present, please contact your property management office. Inspections are scheduled in advance when possible, so you will have prior notice to make arrangements to be available for the inspection. The property manager will also conduct quarterly housekeeping inspections or other inspections on an as-needed basis during the year.

Annual Recertification

SAHA is required to verify your family income and family size at least once annually. This process is called recertification and occurs on the anniversary of your original move-in date. Property staff will notify you 60 days in advance of this date. At that time, you need to come to the property office and complete the recertification process.

Apartment Size

SĀHA is required to limit the number of family members who reside in a particular size apartment. Your property management staff may answer questions about occupancy limits.

Guests

You are responsible for the actions of your guests. Please be considerate of your neighbors and ask your guests to follow SAHA rules while on our property. Make sure they understand their behavior may affect your residency.

Hallways and Stairwells

Hallways and stairwells are for entering and exiting apartments only. Please do not allow your friends or family members to use hallways for any other purpose, such as playing, sitting or loitering.

Interim Recertification

At times, SAHA may need to re-verify your family composition or income between your move-in anniversary dates. If you experience changes in your income or family composition, you are required to report these changes to the property manager within 10 days. This change may or may not affect your rent payment.

Lease and Addendum

Your signed lease is a mutual agreement between you and SAHA. Please read it carefully. The terms of your lease run for one year and then renew automatically from one month to the next, as you pay rent and other charges. If you have any questions about your lease, please see your property manager.

Mailing Address

The mailing address of your apartment is located on your Dwelling Lease Agreement. This address is only for use by you and your family members who are listed on your dwelling lease agreement. Do not allow anyone else to use your mailing address.

Payment of Rent

Rent is due on the first of each month. SAHA has rules regarding late payments and non-payment of rent. The property management office will have information about these rules. Please inform your property management staff if you cannot pay your rent on time. Remember late rent payments may also affect your credit rating.

Right of Entering

SAHA has the right to enter your apartment in case of an emergency, or upon giving you notice. Please try to be at home when visits are scheduled. This helps to answer any questions you may have.

Security Deposit

SAHA requires security deposits from residents who lease apartments. Ask a member of your property management staff to determine the amount of the deposit and if you can negotiate payment arrangements as necessary.

Termination of your Assistance

A resident, who receives a notice of termination of assistance from SAHA, has the right to request an informal hearing. Guidelines for a hearing are provided on the Notice of Termination. SAHA does not allow hearings for termination due to violent, drug-related, or criminal activity. Residents may obtain written procedures for the informal hearing process from their property management office. Be sure to read all correspondence from SAHA as it may contain important information with regard to your case.

Use of Your Apartment

Your apartment is for use by you and the family members who are listed on your dwelling lease agreement. Anyone else is considered a guest.

Utilities

Your rent amount may or may not include utilities. Be sure to ask your property manager about payment of utilities when you move in to your apartment. In order for your apartment to meet SAHA's minimum housing standards, utilities must be active at all times.

MOVING IN

Keys

You will receive a copy of your entry door key when you sign your lease. You may obtain copies of the key from your property management staff. SAHA will not issue keys to any person not listed on your Dwelling Lease Agreement without written approval of the resident.

Lock Changes/Installation

If you require a change of locks, please contact your property management staff. SAHA staff will install a different lock at your request. There may or may not be a charge to you, and you should ask at the time you place your work order. Under no circumstances are you allowed to install your own lock on the apartment or otherwise prevent SAHA from having complete access to your apartment. For a reasonable fee, residents may request SAHA to re-key any door lock or install a dead bolt lock, night latch, sliding door pin lock or latch, or peephole door viewer if it does not already exist.

Lock Outs

If you are locked out of your apartment after the property office is closed, call your property after hour's number. A staff person will help you enter your apartment. Do not break windows or damage the lock to enter the apartment. A maintenance charge for this service will appear on your rent statement the following month.

Move-In Inspections

When you move into a SAHA apartment, you and a SAHA staff member will conduct an inspection. You should retain a copy of this initial inspection so when you vacate the apartment, you will have documented proof of the move-in condition of your apartment.

Parking

Residents will park their motor vehicles in parking areas designated by SAHA. Residents may not park motor vehicles on sidewalks or lawns. Residents may not keep inoperable or unlicensed vehicles on the premises. SAHA reserves the right to tow improperly parked or unregistered vehicles at the owner's expense. Residents may not undertake major repairs on any motor vehicle on the premises.

Pets

Some SAHA apartments allow pets. There are specific policies about pet ownership in public housing. Please contact your property manager before you adopt a pet to make sure you are in compliance with SAHA regulations. If a member of the household requires a dog or cat for therapeutic purposes, the resident must provide prove of that requirement, within a reasonable time, through a written statement by a medical doctor or other appropriate licensed health care practitioner.

Transfers for Health or Safety

Periodically, transfers are necessary due to health and safety issues. Your property manager will instruct you on the procedures to comply with this type of transfer.

Transfers for Remodeling

As apartments require remodeling, SAHA may ask you to relocate. If this happens, SAHA will provide you with a request to relocate in writing. You may also be asked to attend one or more meetings with SAHA officials. Your attendance at these scheduled meetings is important.

Incentive Transfers

The Incentive Transfer Program rewards deserving resident with opportunities to transfer to recently built, modernized or acquired properties, or scattered sites. To qualify for an Incentive Transfer, residents must be in good standing with SAHA. Deserving residents will be provided the opportunity to transfer to recently built or modernized apartments, upon approval of the Property Manager.

Transfers to the Correct Apartment Size

SAHA must abide by rules and regulations, which limit the number of family members who may reside in a particular size apartment. If your family size changes, SAHA may ask you to relocate to an apartment of appropriate size. You must transfer as soon as possible and at your own expense.

MAINTENANCE

Damages

Residents are responsible for the cost of repairs resulting from damages caused by resident, family members, or guests. Be sure to report all repair needs immediately to the property manager.

Electrical Problems

The fuse box is located inside or outside of your home. For any electrical problems that occur in your apartment, please call the office immediately. We discourage the use of extension cords, as they may cause damage to outlets and circuit breakers.

Emergency Maintenance

In case of emergency, we reserve the right to enter your home at any time to protect the other residents and our property. Emergency service is available to you 24 hours a day, 7 days a week, by calling 477-6800, these emergency may include:

- Escaping gas
 - Plumbing leaks which have the capacity to create flooding or cause damage to the unit
 - Broken window glass which affects unit security, is a cutting hazard or occurs within inclement weather (to be secured or abated)
- Natural gas leak or smell of fumes
- Backed up sewage
- Electrical hazard
- Inoperable refrigerator
- Inoperable stove
- Inoperable SAHA owned air conditioner/heater in units where elderly residents reside
- Lack of functioning toilet (in apartments with only one toilet)
- Broken lock which affects unit security
- Stoves reported as not secured
- No heat when outside temperature is below 50 degrees F., and temperature inside is below 55 degrees F.
- Waterlogged ceiling in imminent danger of falling
- Non functioning smoke alarm
- Lock outs with proper identification and/or recognition
- Elevators reported as inoperable

- Any report of fire
- Window screens reported as missing or unsecured
- Major infestation of rodents or insects

Extermination (Pest Control)

You are responsible to keep your home free from rodents and roaches, and you may use reputable pest control products for this purpose. SAHA will perform pest control on a bi-monthly basis. Please contact property management staff if you need treatment more frequently or experience a specific infestation. You can assist by keeping your home orderly and clean and properly disposing your garbage.

Garbage (Trash) Disposal

Garbage and trash disposal is the responsibility of all residents. Keep your neighborhood clean by disposing garbage in the dumpster, located near your apartment. Remember, if you send children to dispose garbage, the dumpster may be too high for them. For single-family homes, the City of San Antonio picks up garbage twice weekly at your curbside. You must furnish your own garbage containers in this situation.

In all cases, if your garbage is found in, outside, or around SAHA property, SAHA will dispose the garbage and send you a lease violation which could impact your residency.

Heating Units

SAHA will maintain heating units for you. Please contact the property manager when your unit malfunctions. Do not store any items in or around heating units.

Requests for Services

You may contact the Maintenance Service Center @ 477-6800; SAHA staff members are available to assist you. An answering service handles emergency after office hours calls. For fire, flood, or criminal activity, please dial 911 immediately.

When you have a service request, we will ask for information such as address, work required, permission to enter, and phone number. If repairs are needed, either you or SAHA may initiate a service request. Please be sure to get a service request number, for your reference.

Property maintenance staff will respond to maintenance request in the following priority order:

- 1. <u>Emergency</u> An emergency service request is unscheduled maintenance that must be done to prevent damage to the property or a threat to the life or safety of residents. When emergency maintenance is required the response must be swift and decisive and the emergency corrected or abated within 24 hours. Emergency items require immediate response.
- 2. Routine A routine service request is unscheduled maintenance that does not pose an immediate harm or danger to the resident or the Authority property, but if left unattended could. These will receive priority immediately after an emergency request and must be completed within five calendar days
- 3. <u>Scheduled</u> Scheduled maintenance includes the day-to-day upkeep of the property such as daily trash removal, grounds maintenance, filter changes, preventive maintenance, Uniform Physical Conditions Standards (UPCS) inspections, housekeeping inspection, pest control, special inspections and quality control inspections. Scheduled maintenance should be completed on the scheduled date.

You should notify the property manager and/or staff as soon as possible, of all maintenance needs, regardless of the severity, to prevent further damage or danger to residents.

We understand apartment repairs are sometimes necessary due to age and normal wear and tear. SAHA makes these repairs without charge. When damage results from carelessness or negligence, SAHA will bill you for the cost of the repairs on your monthly rent statement.

HOUSEKEEPING

Car Washing

Residents may not use any exterior water faucet on the development premises for washing cars or other objects without SAHA's written approval.

Clotheslines

Clotheslines are shared between neighbors. We have experienced no problems with this arrangement, and we expect you to establish a fair and workable system with your neighbors. Do not hang clothing, rugs, or bedding from windows, balconies and rails. If you wish to air such articles, use the clotheslines.

Dust and Dirt

Do not shake dust mops, sweep, or throw trash or rubbish out of windows, doorways or balconies. Remember others live around you and may not appreciate dust and dirt flying into their area.

Housekeeping Inspections

Your property manager will schedule a quarterly inspection of your apartment for housekeeping, as well as needed repairs. Housekeeping is important to you, as well as SAHA. Poor housekeeping results in the deterioration of SAHA property so please keep your apartment clean.

<u>Installation of Fences</u>

Residents may install fences with written permission from the property manager. You must install fences according to the manufacturer's specifications. Obtain written permission before fence installation to avoid costly mistakes.

<u>Installation of Major Appliances</u>

Residents may not install any major appliance in the apartment including, but not limited to; cooking stoves, wood burning stoves or fireplaces, refrigerators, freezers, dishwashers, washing machines, clothes dryers, or ceiling fans, without SAHA's written approval. SAHA will remove any unauthorized appliances.

Lawns

Refer to your Lawn Agreement for your property. If you wish to plant trees, shrubbery or flowers, please contact the property manager for guidance.

Painting

Your apartment has been painted prior to your move-in. If you wish to paint your apartment in the future, please contact the property management office for instructions.

Picture Hangers

We encourage picture hangers as the proper way to hang pictures. Many picture hangers are designed specifically for sheet-rock walls and cause little or no wall damage. For advice about what type works best for the type of walls you have, contact the property maintenance department.

Storage Space

You may not store unused furniture, appliances, tires and other items outside your apartment. Never use water heaters or central space heaters as storage space. Do not store gas-powered equipment inside or near any open burner or flame.

EQUIPMENT

Air Conditioners

Residents may not install window air conditioning units in the apartment without SAHA's written approval. You must install air conditioners according to SAHA's specifications and requirements, and SAHA will inspect the apartment for compliance.

If you reside in an apartment with central air conditioning, SAHA may or may not maintain these units for you. Please check with your property manager for clarification and refer to your dwelling lease agreement.

Antennas/Satellite Dish

You may not install exterior antennas. You must also pay a deposit and execute an addendum to your lease before you can install a satellite dish.

Barbecue Grills

Residents will not create a fire hazard that endangers any person or property. Residents may not use any barbecue grill, pit or other incinerator within 10 feet of or below any combustible surface, including, but not limited to, decks, porches, balconies, walls, or verandas.

Cable TV

Residents may subscribe to the local cable company. However, you should notify your property manager prior to installation. The location of your cable is limited to certain areas convenient to the wire entrance in your home. Cable service installers have instruction not to add more outlets in your apartment. Occasionally, cable installers will need access to panels and other secure facilities to complete the installation. In these cases, you must schedule with property management in advance for permission to enter these facilities.

Disposals

If your apartment comes with a disposal and it breaks down, please call the property manager and/or staff, as soon as possible.

Floors

You should keep floors clean at all times. Wash cement floors and floor tile with mild soap and water and then rinse. Apply a non-buffing type of wax to preserve the finish and protect it against wear and tear. Do not allow any water spillage to remain on the floor, as water will cause the tile to loosen or buckle. Use caster cups under bedposts, dressers, and table legs to avoid tile damage. If floor tile becomes loose or cracked, please call the property manager and/or staff immediately.

Kitchen Sink and Drain

Please clean kitchen sinks with a mild non-abrasive cleaner. If your drain becomes clogged, use a regular plunger to unstop the drain. If you are unsuccessful, call the property office and put in a maintenance service request. Do not use chemicals to unstop drains. These chemicals may be hazardous and

dangerous to you, your family and our staff who attempt to unstop the drain. Do not put food, grease or garbage down your sink drain.

Laundry Facilities

SAHA provides laundry facilities at many SAHA locations. Please do not damage or improperly use the machines. Contact your property management office if the washing machines need repair. Keep laundry areas clean and free of trash, and remember to remove your trash as you leave the facility.

Clothing left in the facility is the responsibility of the resident, and SAHA cannot ensure the security of your unattended items.

Outdoor Equipment and Furniture

SAHA assumes no responsibility for your personal property kept outside of your apartment. We encourage you not to leave personal items outside your home, as this may encourage thieves.

Prohibited outdoor furnishings include, but not limited to: pools, trampolines, gazebo, and bouncing equipment.

Ovens/Ranges

All SAHA stoves are anchored to the wall or the floor. If you move the stove to clean, please call the office for a request to re-anchor. If for any reason the maintenance staff goes in your apartment and the stove is not in place properly, SAHA will charge you for re-anchoring. To clean your stove, wipe the enamel daily with a cloth.

The oven broiler, trays and rack are easy to remove, wash and dry. When grids and burners get greasy, lift them off and soak them in hot water with either a mild detergent or baking soda. Clean electric stoves with soft liquid soap and a damp cloth. Do not use water on electrical components. Never leave the stove on unattended.

Refrigerator

All SAHA refrigerators are set to proper temperature. If you change the temperature setting control, you may cause the refrigerator to freeze up and not work properly. Overloading the freezer may cause the airflow to not distribute properly. If the refrigerator freezes up, you may have to defrost it. A container of hot water placed inside of the freezer works best. Never use a sharp object to remove heavy collections of ice. SAHA will charge you for any damage caused during defrosting. Use mild soap and water regularly to clean the refrigerator.

SAHA Property

SAHA property must remain in the apartment at all times, unless you obtain specific written permission from the property manager stating otherwise.

Telephone

You must arrange for telephone installation directly with the local telephone company. SAHA limits the location of your phone to certain areas convenient to the wire entrance now in your home. The telephone service personnel have instructions not to add more outlets in your apartment. Call the property manager for any questions about the installation of telephones.

Toilets

You should keep toilets clean at all times. We recommend the use of a brush with a bowl cleaner. Do not use any material that will scratch the enamel. Never pour hot water into the toilet because it may crack the bowl. Please report any water leaks to property management.

Clogged toilets are inconvenient, avoidable, and often expensive to fix. Never throw matches, toothpick, rags, papers, cigarette butts, sanitary napkins, etc. into the commode. SAHA will charge you if such items are found inside the commode when unstopping the toilet.

Tubs, Showers and Wash Basins

Please handle all enameled surfaces with care because they stain and mark easily. Any good soap or tub & tile cleaner will not damage the enamel. Never use bleach concentrates such as Clorox, lye or gritty powders. To avoid floor damage, be sure to install a curtain for the showers. Report any water leaks to property management staff immediately.

Note: If your sink, bathtub or toilet becomes clogged, use an ordinary rubber plunger. If this does not clear the obstruction, call the property management staff. Never use a drain opener or any other type of chemicals, as this may cause damage to pipes and sewer lines.

Walls, Ceilings and Cabinets

Clean walls, ceilings and cabinets with mild detergent, then rinse. Do no apply contact paper or any other material to the walls, cabinets, and ceilings without first consulting with and obtaining permission from SAHA management.

Waterbeds

Residents will not keep waterbeds in any apartment.

Window Treatments

Furnished or property manager approved window treatments are authorized.

SAFETY AND SECURITY

Absences

Residents must inform property manager in advance if all occupants of the apartment will be absent from the apartment for more than 15 days.

<u>Alcoholic Beverages outside Apartment</u> Residents will not consume, sell or distribute alcoholic beverages:

- Outside the apartment
- Beyond the lawn area designated for resident's exclusive use
- In the common areas, which include the walkways, playgrounds, easements, yards, driveways, parking lots and other areas on the development premises.

Burglar Bars

Residents may not install burglar bars on SAHA apartments. All windows must be accessible in apartments that have only one window in a room. Do not block these windows with furniture, or air conditioner.

Criminal Activity

Residents will not engage in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents. Residents will not engage in any drug-related criminal activity on or near the development premises, including the apartment.

Curfew

Sec. 21-122 Offenses

- (a) It shall be unlawful for a child to purposefully remain, walk, run, stand, drive or ride about in or upon any public place in the City of San Antonio between the hours of 10:30 p.m. and 6:00 a.m. on Sunday, Monday, Tuesday, Wednesday or Thursday and between the hours of 12:00 a.m. (midnight) and 6:00 a.m. on Friday or Saturday.
- (b) It shall be unlawful for a child to purposefully remain, walk, run, stand, drive or ride about in or upon any public place in the City of San Antonio between the hours of 9:00 a.m. and 2:30 p.m. on a Monday, Tuesday, Wednesday, Thursday or Friday.
- (c) It shall be unlawful for the parent having legal custody of a minor to knowingly allow or permit the minor to be in violation of the curfew imposed in Section 21-122(a) and 21-122(b). (Ord. No. 74025, § 2, 7-25-91; Ord. No. 79327, § 1, 12-16-93; Ord. No. 86597, § 1, 9-4-97)

Firearms

"Residents and their guests are prohibited from engaging in disorderly conduct or any other activity prohibited by the Texas Penal Code. Residents and guests are permitted to carry a concealed handgun only if licensed to do so by the State of Texas."

Glass Containers outside Apartment

Residents will not possess, carry, or discard, except in designated trash receptacles, breakable glass containers outside the apartment or in the common areas, which include the ways, walks, playgrounds, easements, yards, driveways, parking lots and other areas on the development premises.

Damage to Property

Individuals seen damaging property, are subject to arrest and prosecution as permitted by law.

Disturbances

Residents will not create any noise or sound that annoys or disturbs the quiet and peaceful enjoyment of the premises by any other residents. Resident should report all disturbances to the SAPD and their property manager.

Peaceful Conduct

Residents will not disturb any neighbor's peaceful enjoyment of their accommodations and will behave in a way that contributes to a decent, safe and sanitary community.

Playgrounds

SAHA provides playgrounds at some properties for the enjoyment of your family. You are responsible for your children while they are on the playground. If you see a hazardous situation, contact property management immediately.

Prohibited Items in Your Apartment

The items prohibited include: any gas powered equipment, but not limited to, lit candles, heaters with exposed elements.

School Attendance

Residents are responsible to make sure their children attend school according to Texas State Law.

Security Alarms

SAHA will remove at the owner's expense all security devices, including alarm systems, installed without written approval of SAHA, and compliant with applicable City of San Antonio ordinances.

Smoke Detectors

Residents are responsible to maintain smoke alarms, which should be intact and working at all times. Residents will:

Keep working batteries in each smoke detector installed in the apartment

Test the smoke detector monthly to check the battery and operating condition

Pay to replace dead, non-functioning, or missing batteries.

If you have a problem with the smoke alarm, call the property management staff immediately. If staff enters your apartment, they will test the smoke alarm and replace any dead batteries or broken smoke alarm at the resident's expense.

Trespassing

The development premises are for the exclusive use and enjoyment of the residents, members of their households, guests and visitors, and other persons who have legitimate business on the premises (e.g., law enforcement and other governmental personnel, utility service workers, SAHA contractors, and others as authorized by SAHA). All other persons on the development premises are trespassers subject to prosecution as allowed by state law or municipal ordinance. Penal Code 30.05: Criminal Trespasses

Any person found on or wishing to enter any development premises creating a disturbance, acting in a suspicious manner, must provide identification and explain the purpose of their visit to SAHA personnel or police enforcement if asked. Any persons who refuse to provide personal identification or cannot show authority to be on the development premises will receive a "trespass warning" ordering them to leave the development premises, or be subject to arrest and prosecution.

Law enforcement or SAHA personnel will remove from the premises any person seen violating any SAHA rule, federal, state or municipal law, regulation, or ordinance.

Vulgar or Obscene Language or Behavior

Residents will not engage in vulgar, obscene behavior or language, make verbal or physical threats toward any resident, SAHA employee, law enforcement personnel, or other person in the apartment or on the development premises.

MOVING OUT

Forwarding Address

When you move out of your apartment, be sure you furnish your new address to your property manager, so SAHA may mail you any refund checks are due as soon as possible.

Key Return

Please return your apartment keys to the property manager's office. Do not leave them in your home or with a neighbor. You are responsible for the home; it's contents and appliances until you return the keys. SAHA will charge you for any keys not returned at the time of move-out.

Lease Termination

Residents may terminate their lease by giving SAHA a thirty-day written notice. Residents wishing to give notice should complete a Notice of Intent to Vacate at the Development Office. If a resident fails to give SAHA proper notice, the resident is obligated to pay rent until SAHA learns the apartment is vacant. You must give notice to receive a refund of security deposit.

Residents are liable to pay for maintenance or repairs on the apartment beyond reasonable wear, vandalism, and/or property damage or loss occurring after the resident vacates the apartment, or SAHA learns of the vacancy.

Move-Out Inspections

When you prepare to vacate an apartment, ensure you give SAHA a thirty-day notice, so you may be present as a staff member inspects the apartment. We suggest you retain a copy of the move-out inspection for your records.

Move-Out Unit Condition

Make sure your home is in good condition before you leave. Please address questions or concerns with your property manager before you move, as damages to property or equipment will be billed to you.

Remove all of your belongings, furniture, furnishings, (except those belonging to SAHA), papers, cartons, boxes, bottles and debris of any kind from the home. Clean all rooms thoroughly, including walls, cabinets and floors, before you turn in your apartment keys.

If your apartment is not clean after you vacate, SAHA will clean it and deduct the cost of cleaning from your security deposit. If the deposit is not enough to cover the cost of cleaning and/or any other charges, SAHA will bill you for the additional amount. You must pay all amounts due to be eligible for housing assistance from SAHA again. Leaving your home clean will allow SAHA management to provide a more favorable recommendation of you to other inquiring housing agencies or companies. Also, a clean apartment will benefit you if you ever require housing assistance from SAHA in the future.

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SAN ANTONIO HOUSING AUTHORITY

PUBLIC HOUSING RELOCATION PLAN

Relocation Plan for San Antonio Housing Authority Residents

February 2008

Definition of Displaced Person

In general a person is defined as a displaced person, and eligible for relocation assistance, if that person (household is required to move permanently and involuntarily from his/her dwelling as a result of modernization/renovation or demolition project activities.

Specifically, a person is, or may become a displaced person as follows:

- A person moves from a building/complex after receiving a "notice of displacement" or other notice to move because of a planned project.
- A person moves from the building/complex after the date of initiation of negotiations," which is the date of the invitation for bids for the project in rehabilitation or demolition projects.
- A person moves temporarily from the building/complex, but does not return if either:

 (a) the person was not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation; or (b) other conditions of the temporary relocation are not reasonable.
- 4. A person moves from the building/complex permanently after he or she has been required to relocate to another unit in the building/complex, if either
 - a. The person is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or
 - b. Other conditions of the move are not reasonable.
- 5. Any person that HUD or the San Antonio Housing Authority determines was displaced as a direct result of planned project activities for demolition, modernization, or rehabilitation, or emergency maintenance conditions.

San Antonio Housing Authority Responsibilities

A displaced person who is required to move permanently from the property as a result of rehabilitation or demolition will be provided complete information on their rights as a displaced person, and the responsibilities of the San Antonio Housing Authority (SAHA). In addition any displaced person will be provided relocation assistance as indicated below:

- Payment for actual reasonable moving expenses based upon receipts provided.
- b. A fixed moving expense based on SAHA Moving Allowance Schedule.
- c. In cases, where residents are financially unable to pay or arrange moving, SAHA will contract for moving services. These services will can include packing moving and unloading.
- The following services will be proved to each person who meets the definition of displaced.
 - a. An assessment and determination of relocation needs and preferences,
 - Full explanation of all relocation payments and other assistance for which eligible and the procedures for obtaining such assistance.
 - c. Provide information on available comparable replacement units, at time of move-out and/or move-in.
 - d. Transportation assistance in viewing unit offers
 - e. Assistance in minimizing hardships in the relocation process by providing counseling, service referrals and other help as needed.

Steps to Relocation

The San Antonio Housing Authority will strive to implement the steps in this relocation plan with the smallest amount of disruption to the family's lives. The following outlines the procedures for relocation. However, in any circumstance where a unit or property is deemed to be uninhabitable due to a emergency maintenance condition the following steps may/may not be followed to allow for the immediate removal of the family.

Relocation/Move-out

- Residents will be notified of the pending relocation through the required notices.
 Individual and group counseling sessions will be held to answer any questions residents have concerning the relocation. Staff will discuss the reasons for displacement, timelines, relocation assistance/options, and eligibility for housing in newly constructed or newly modernized units.
- Agency/school meetings will be conducted with agencies on site and within close proximity of the development. SAHA staff will meet with school officials in affected districts to discuss the relocation efforts and proposed redevelopment of the site.
- The management staff of the Housing Authority will conduct informational meetings with city and county officials that govern the development.
- 4. Residents moving will be issued a ninety (90) Day Notice to Vacate, residents will be briefed on the procedures necessary to obtain housing. Appointed housing staff will take assessment applications.
- 5. The assessments will be used to create a database of residents who were displaced due to relocation/demolition. The assessment also provides information as to residents needs during the relocation process.

- 6. Public housing and Section 8 staff will conduct meetings at the relocation site to counsel residents on locating suitable housing.
- 7. Residents wishing to move to another Public Housing unit will receive priority to the requested development. A transfer request will be prepared and forwarded to the desired location. The manager of the receiving development will determine the approximate date for the transfer. If the projected date is beyond the 90-day notice, the resident must select another location or accept a Section 8 Voucher.
- 8. Residents have the choice of fixed or actual moving expenses for relocation assistance.

 The disbursement check may be issued prior to the move-in date, but residents selecting reimbursement for actual moving expenses must provide written receipts pertaining to the move.
- The funding source of the revitalization and/or modernization of the development will dictate the obligation of the Housing Authority to track and/or monitor the former resident's activity.

Relocation/Move-In

When the revitalized development is ready for lease up the steps will be taken:

- Admissions and Occupancy department will mail letters of interest, and a pre-application
 to all former residents who have been tracked. A series of two letters will be mailed. If
 the resident fails to return the pre-application their names will not be placed on the
 waiting list to return to the property. Former residents that return the pre-application will
 be placed on the waiting list.
 - 2. The Real Estate Services Department will notify Property Management that the property is ready for lease up. The property will be assigned to a Regional Manager, who will assign a Housing Assistance Specialist to be the lead in the lease-up of the property.

- The Housing Assistance Specialist will meet with AOD and send all eligible families a unit offer letter.
- 4. The Housing Assistance Specialist (HAS) will meet with the family to determine their eligibility. If eligible the HAS will assist the resident in submitting a thirty day notice to the landlord, if the resident is receiving Section 8 Voucher assistance, the HAS will be the liaison with that department to determine the procedure for either terminating the assistance or transferring the assistance to the new development.
- 5. The HAS will coordinate a meeting with the Manager of the new development and assist the resident in completing, reading and understanding the conditions of move-in, the lease terms, and any other screening requirements.

Once the Manager of the revitalized property approves a resident and move-in date is set the following steps will be taken.

- The assigned HAS will notify resident of move-in date, the HAS will then conduct an orientation. The orientation will consist of; housekeeping issues, rent schedule, resident rules, etc.
- 2. The HAS will provide the residents information on their choice of fixed or actual moving expenses for relocation assistance, and make arrangements for all payments to the resident and /or moving, utility company, as necessary or required. The disbursement check(s) may be issued prior to the move-in date, but residents selecting reimbursement for actual moving expenses must provide written receipts pertaining to the move. The HAS will then reconcile all moving allowances to assure proper documentation.

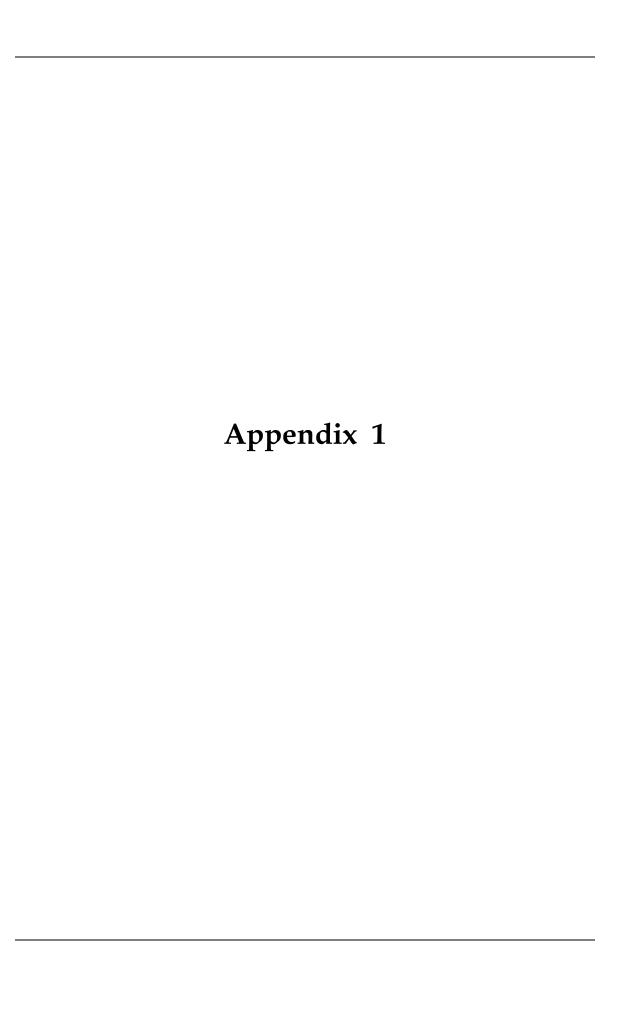
3. The HAS will work as the liaison for the Housing Authority and Manager to assure all aspects for the move-in are completed in an accurate and timely manner.

The HAS will continue to monitor the resident to assure all resources needed in the

Persons not considered Displaced

The following persons are not considered to be displaced persons eligible for relocation assistance:

- 1. A person who is not required to move because of the renovation or demolition of the property.
- 2. A person who is not a lawful occupant of the dwelling.
- 3. A person who has been evicted for cause, generally by means of a court order equiring the person to vacate the dwelling
- 4. A person who moves into the property after submission of the Annual Statement (CGP) or the application (CIAP) and, before signing a lease and commencing occupancy, was provided written notice of the pending project, its possible impact on the person (such as the possibility of a permanent or temporary move), and the fact that the person would not qualify as a "displaced person" (or for relocation assistance as a result of the project).
- 5. A person who is dissatisfied with a determination of the Housing Authority on his or her appeal related to relocation assistance, including the person is eligibility for, or the amount of, any payment for assistance either as a displaced person or as a person who is required to move temporarily, may request HUD to review that determination.



REQUEST FOR MOVING EXPENSE MONEY SAN ANTONIO HOUSING AUTHORITY MODERNIZATION PROGRAM:

PROJECT: DATE:		
Request check in the amount of \$ Antonio Housing Authority Modernization project for handling:	for moving expense money in connection with the San on Program be prepared for the following named resident and sent	
(Resident's first na	ame, middle initial (if any) and last name)	
Describe the move to be made by complet	ing ONE of the following applicable statements:	
1. WILL MOVE OUT OF UNIT #about 20	This project (scheduled for modernization on or	
TO: a. * The following off project add	dress	
b. * Unit # c. * Another project (give name)	this project.	
2. MOVED IN TO UNIT #	this project (a modernized apartment) on 20	
EDOM a * The following off project	- ddess	
FROM a. * The following off project b. * Unit_#		
c. * Another project (give nar	me)	
* Complete applicable statement		
	Project Manager	
de Ne		
20, in the amount of	\$, was issued to the resident listed above on anager TX 6 via daily mail run . Expense chargeable to	
ount No	S. J.	
	Accounting Officer	
hereby acknowledge receipt, this date of the	ne check described above.	
	Resident's Signature	



(Date)

Dear Resident:

The Housing Authority has submitted an application to the U.S Department of Housing and Urban Development requesting funds to demolish the property you occupy. After the property is cleared, the Authority plans to construct mixed-income housing units, including public housing units.

This notice is to inform you of your rights under Federal law. If the Authority demolishes the property and you are displaced for the project, you will be eligible for relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended. However, <u>do not move now</u>. Because a failure to pay rent and meet your other obligations as a resident may be cause for eviction and loss of relocated assistance.

NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

You are urged not to move or sign any agreement to purchase or lease a new unit. Before receiving formal notice of your eligibility for relocation assistance. If your move or are evicted before receiving such notice, you may not receive any assistance. Please contact us before you make any moving plans.

If the Authority demolishes the property and you are eligible for relocation assistance, you will be given advisory services, including referrals to comparable replacement housing, and at least 90 days advance written notice of the date you will be required to move.

You would also receive moving assistance or a payment for moving expenses and may be eligible for financial assistance to help you rent your replacement unit. If you qualify for such assistance, you may choose to apply the amount you are eligible to receive towards the purchase of a home.

Even though you will be provided all of the assistance the URA requires for a permanent move, the Authority believes that every resident displaced from the site should have the right to reapply for occupancy once this project is complete. For this reason, after project completion, every resident who receives assistance as a "displaced person" will be contacted and offered an opportunity to reapply for occupancy in the newly-revitalized community.

Furthermore, because you will be former occupant who was "displaced" from the site, you will also receive a priority preference to return.

In the event the number of those who request to return and then do qualify exceeds the number of units available, rating and ranking criteria will be used to identify those who will be offered a unit at the site until all available units are filled. If you do return, the Authority may help defray the costs of the return move. If you have Replacement Housing Payments not yet spent or obligated, you may be asked to forfeit these payments as a condition for returning to public housing, since this assistance will no longer be necessary to meet your housing needs. Such assistance, if not forfeited, must be considered as income and may affect your eligibility and rent.

If, for any reason, any other persons move into your current unit with you after this notice, your assistance may be reduced. If you have any questions, please contact our office.

Again, this is not a notice to vacate and does not establish eligibility for relocation payments or other relocation assistance. If the Housing Authority decides not to demolish your complex/unit, your will be notified in writing.



90 – DAY NOTICE TO VACATE

(Date)

Dear Resident:
On June 7, 14, 21 and 28, 2006 you were notified that you would be displaced should funding be approved to revitalize Sutton Homes. SAHA is ready to begin this project so you will be required to move.
This correspondence is your official notice that effective, your lease with the San Antonio Housing Authority at will be terminated.
We understand that there will be various issues to address in order to find a new home within the 90-day period therefore relocation assistance will be made available to you to help you with locating suitable housing and moving expenses.
Case managers will begin conducting or updating Resident Needs Assessments at your homes and answering questions you might have regarding the relocation period on
We will be working closely with all residents to make this transition as smooth as possible. If you have any questions throughout this process, please contact us.
Sincerely,
Name Title Contact #

Table 1

Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended,

FIXED RESIDENTIAL MOVING COST SCHEDULE

The payments listed in the table below apply on a state-by state basis. Two exceptions and limitations apply to all States and Territories. Payment is limited to \$100.00 if either of the following conditions apply:

- a. A person has minimal possessions and occupies a dormitory style room, or
- b. A person's residential move is performed by an agency at no cost to the person.

Effective Date June 15, 2005

	Occupant owns furniture						Occupant does not				
		Number of rooms of furniture							own fu	urniture	
State			1 BDR	2 BDR	3 BDR	4 BDR	5 BDR				
	1 room	2 rooms	3 rooms	4 rooms	5 rooms	6 rooms	7 rooms	8 rooms	Each add'l. room	1 room not furn.	Addt'l room/ no furn.
Texas	400	550	700	850	1000	1100	1200	1300	100	300	50

This page last modified on November 28, 2006

Based on current pricing from Al's Mini Move, current contractor being utilized for contracted moving services. SAHA contracts with contractor, and resident is paid for transfer of incidental moving costs, based on receipts.

Table 2

SAHA MOVING ALLOWANCE SCHEDULE

Apartments

		-		
	No Stairs	No Stairs W/	W/Stairs	W/Stairs/Packing
		Packing		
1BRM	142.60	270.60	153.60	281.60
2BRM	184.00	440.00	198.00	454.00
3BRM	211.60	595.60	227.71	611.71
4BRM	239.20	751.20	257.40	769.40
5BRM	266.80	906.80	287.10	927.10

Houses

	No packing	With Packing
1BRM	184.00	312.00
2BRM	225.40	481.40
3BRM	253.00	637.00
4BRM	280.60	792.60
5BRM	308.20	948.20

a. Excess household goods. Pianos, organs, big screen TV(s), motorized wheelchairs or carts, hospital beds, washers, dryers, refrigerators, freezers, other oversize items.

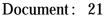
RELOCATION ASSISTANCE ACKNOWLEDGEMENT

Now that you have received your 90-Day Notice to Vacate and are required to move, you are entitled to relocation payments in accordance with Federal regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA).

NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States

<u>Payment for Moving Expenses.</u> You may choose either (1) a payment for your actual reasonable moving and related expenses, or (2) if you prefer, a fixed moving expense. Please indicate your choice below.

I, funds to help me move	, understand my	options for receiving relocation ng option below:
(1) A payment	for actual reasonable moving ar	nd related expenses
(2) A fixed mo	ving expense payment	
I hereby acknowledge	acceptance of the relocation ass	sistance method indicated above.
Residents Signature		Date





SAN ANTONIO HOUSING AUTHORITY

PUBLIC HOUSING RELOCATION BROCHURE

My Rights, Continued

FREEDOM OF CHOICE

the Agency, you may secure a replacement dwelling of your choice. All eligible displaced persons have the freedom of choice in the selection of a replacement dwelling. If you decide not to accept the replacement housing offered by

HOW MUCH ASSISTANCE WILL I RECEIVE?

The type of payment you are eligible for depends on whether you are an owner or a tenant, and how long you have lived in the property being acquired prior to the initiation of negotiations. "Length of occupancy" simply means counting the number of days that you occupied the dwelling before the date of initiation of negotiations by the Agency for the purchase of the property. The term "initiation of negotiations" is usually the date the Agency makes the first personal contact with the owner of real property, or his/her purchase the property being acquired. representative, to provide a written offer to

Tenants who were in occupancy 90 days or more prior to the initiation of negotiations may be eligible for a rental assistance payments.





ANTONIO



818 S. Flores San Antonio, TX 78204 Phone: 477-6085 Fax: 477- 6179



Relocation

Rights

for

Public Housing Residents

My Moving Experience

The Steps to Relocation

RESIDENTIAL ASSISTANCE

A Transition Specialist from the Agency will contact and interview you to find out your needs. Relocation services and payments will be explained in accordance with your eligibility.

During the initial interview your housing needs and desires will be determined as well as your need for assistance.

The counselor will offer assistance and provide a current listing of comparable properties. You will be provided a written determination of the amount of replacement housing payment for which you qualify. The counselor can supply information on other Federal and State programs in your area.

Transportation will be offered to inspect housing referrals. The Agency will provide counseling or help you get assistance from other sources as a means of minimizing hardships in adjusting to your new location.

Social Services Provided By Other

Your Transition Specialist will be familiar with the services provided by other public and private agencies in your community. If you have special problems, the counselor will make every effort to secure the services of those agencies with trained personnel who have the expertise to help you.

Make your needs known in order that you may receive the help you need.

MOVING COSTS

If you qualify as a displaced person, you are entitled to reimbursement of your moving costs and certain related moving expenses. Displaced individuals and families may choose to be paid either on the basis of actual, reasonable moving costs and related expenses, or according to a fixed moving cost schedule. To assure your eligibility and prompt payment of moving expenses, you should contact the Transition Specialist from the Agency before you move.

Actual, Reasonable Moving Costs

You may be paid for your actual, reasonable moving costs by a professional mover plus related expenses, or you may move yourself. Reimbursement will be limited to a 50-mile distance in most cases. Related expenses involved in the move may include:

- Transfer of telephone service and other similar utility reconnections.
- Other expenses considered eligible by the Agency.

All expenses must be considered necessary and reasonable by the Agency and supported by paid receipts or other evidence of expenses incurred.

Fixed Moving Cost Schedule

You may choose to be paid on the basis of a fixed moving cost schedule established on statewide moving costs. The amount of the payment is based on the number of rooms in your dwelling.

Your Transition Specialist will be able to tell you the exact amount you will be eligible to receive if you select this option. The schedule is designed to include all of the expenses incurred in moving, including those services that must be purchased from others.

Note: In cases where the resident is unable to pay and/or arrange for moving, the resident may request assistance from SAHA in contracting for these services.

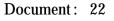
Decent, Safe, and Sanitary (DSS)

The DSS standard means the replacement dwelling meets the minimum requirements established by Federal regulations and conforms to applicable local housing and occupancy codes. The dwelling shall:

- Be structurally sound, and in good repair.
- Be adequate in size with respect to the number of rooms and area of living space to accommodate the displaced person.

Be free of any barriers which prevent reasonable ingress, egress or, in the case of a handicapped displaced person, use of the dwelling.

The San Antonio Housing
Authority strives to make your
transition as smooth as possible,
however we also ask your
patience during this process.





SAN ANTONIO HOUSING AUTHORITY

INSPECTION POLICY



INSPECTION POLICY

The San Antonio Housing Authority has a comprehensive inspection program to address all areas of the Authority facilities. The include the following:

INITIAL INSPECTION

Housing management staff and the family will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by the HA and the tenant, will be kept in the tenant file.

UNIFORM PHYSICAL CONDITION STANDARDS (UPCS) INSPECTIONS

Designed to be completed annually, during the authorities fiscal year (July 1 to June 30) on each Unit, Site, Building Systems, Building Exterior, Common Area and playgrounds where applicable Property staff that has been properly trained or a qualified contractor will complete UPCS inspections. Residents will be notified at lease five days in advance of the inspection. The inspections' purpose is to ensure each unit meets UPCS Standards and applicable sections of the International Residential Code (IRC) and applicable sections of Texas Real Estate Law related to rental property will be used as a guideline

Noted deficiencies will be corrected through the service request system and through lease violation notices. All emergency repairs will be abated or corrected within 24 hours and all other repairs will be completed within 25 days.

HOUSEKEEPING INSPECTION

Housing management staff will conduct semi-annual housekeeping inspections. Additionally, the manager or designated staff may conduct housekeeping inspections when a need is documented on other unit inspection, a report from maintenance staff, pest control, or an outside agency. Residents will be notified at least 48 hours in advance of such inspections. Deficiencies noted will be addressed through the service request system and through lease violation notices.

QUALITY CONTROL INSPECTIONS

Quality control inspections consist of random calling of completed service requests, and random physical inspections of completed service requests, mailed customer satisfaction surveys, and electronic customer surveys at the SAHA website.

SPECIAL INSPECTION

Housing management staff may conduct or request the HA inspector to conduct a special inspection for housekeeping, unit condition, or suspected lease violation.

OTHER INSPECTION

Housing management staff and/or other contractors will periodically conduct windshield and/or walk-through inspections to determine lease violations, adverse conditions or local code violations.

EXTERIOR INSPECTION

Housing management staff will complete exterior inspections weekly. The inspection will be documented and deficiencies noted for corrective action. Scattered site family homes will have a windshield inspection performed monthly.

MOVE OUT INSPECTIONS

Move out inspections are conducted to establish repairs necessary to return the unit to the rent roll, also to determine the cost of normal wear and tear and assess any resident damaged items for charge.

EMERGENCY INSPECTION

As required to respond to items that can be a potential and probably life-threatening safety hazard, as determined by management.