

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

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# PHA Plans

5 Year Plan for Fiscal Years 2009-2013

Annual Plan for Fiscal Year 2009

**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:** Mississippi Regional Housing Authority VIII

**PHA Number:** MS-040

**PHA Fiscal Year Beginning:** 01/2009

### PHA Programs Administered:

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

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

### Public Access to Information

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

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

### Display Locations for PHA Plans and Supporting Documents

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

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

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

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

**5-YEAR PLAN**  
**PHA FISCAL YEARS 2009 - 2013**  
[24 CFR Part 903.5]

**A. Mission**

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

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

**B. Goals**

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

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

- PHA Goal: Expand the supply of assisted housing  
Objectives:
- Apply for additional rental vouchers
  - Reduce public housing vacancies
  - Leverage private or other public funds to create additional housing opportunities
  - Acquire or build units or developments
  - Other (list below)  
A Required Initial Assessment resulted in the removal of units from the Agency's inventory and the ACC. The Agency's long-term strategy of expanding affordable housing in its jurisdiction will include mixed financing, tax credits, and bond financing for the construction and/or development of additional affordable housing units. The Agency plans to build developments of 50 to 100 units in areas of need which will include ACC units as a component of the development. This strategy will ensure that new ACC units are a part of new, sustainable communities developed throughout the Agency's jurisdiction. It is believed that the Mixed-Finance model will mitigate the usual NIMBY obstacles generally opposed to ACC units.

- PHA Goal: Improve the quality of assisted housing
  - Objectives:
    - Improve public housing management: (PHAS score) PHAS waived through December 2007, no current score available
    - Improve voucher management: (SEMAP score) Waived through December 2008
    - Increase customer satisfaction
    - Concentrate on efforts to improve specific management functions:
      - Public Housing Finance
      - Voucher Unit Inspections
    - Renovate or modernize public housing units
    - Demolish or dispose of obsolete public housing
    - Provide replacement public housing
    - Provide replacement vouchers
    - Other: (list below)

- PHA Goal: Increase assisted housing choices
  - Objectives:
    - Provide voucher mobility counseling
    - Conduct outreach efforts to potential voucher landlords
    - Increase voucher payment standards
    - Implement voucher homeownership program
    - Implement public housing or other homeownership programs
    - Implement public housing site-based waiting lists
    - Convert public housing to vouchers
    - Other: (list below)

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

- PHA Goal: Provide an improved living environment
  - Objectives:
    - Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments
    - Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments
    - Implement public housing security improvements
    - Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
    - Other:
      - Continue Applicant screening and strong enforcement of “One Strike Policy” (anti-drug and criminal activity policies)

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

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

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

- PHA Goal: Ensure equal opportunity and affirmatively further fair housing
- Objectives:
  - Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability
  - Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability
  - Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required
  - Other: (list below)
    - Continue Section 504 non-discrimination in programs and activities
    - Improve communication and program accessibility
    - Conduct annual assessment survey and self-evaluation

**Other PHA Goals and Objectives: (list below)**

This Agency's goals and objectives are to increase affordable housing stock within its 14-county jurisdiction. A Required Initial Assessment resulted in the removal of units from the Agency's inventory and the ACC. The Agency's long-term strategy of expanding affordable housing in its jurisdiction will include mixed financing, tax credits, and bond financing for the construction and/or development of additional affordable housing units. The Agency plans to build developments of 50 to 100 units in areas of need which will include ACC units as a component of the development. This strategy will ensure that new ACC units are a part of new, sustainable communities developed throughout the Agency's jurisdiction. It is believed that the Mixed-Finance model will mitigate the usual NIMBY obstacles generally opposed to ACC units.

**Annual PHA Plan**  
**PHA Fiscal Year 2009**  
[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.

The Mississippi Regional Housing Authority No. VIII provides approximately 5,729 Housing Choice Vouchers and 797 units of Conventional Public Low Income Housing. The Chief Executive Officer reports to a fifteen-member Board of Commissioners.

Region VIII has achieved a “High Performance” status under HUD’s Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) indicators in previous years and has also been given an Excellence in Management Award by the local HUD Office indicating a commitment to family safety and service to our residents. Region VIII is second to none as the leader in the State and Southeast Region in being innovative, creative, and operating beyond the scope of responsibility to provide decent, safe, and sanitary Public and Assisted Housing, and creating additional housing opportunities for low-income families. These successes are a direct result of a strong management team and adherence to the following management practices.

1. Recruitment and training of talented, ethical, and hardworking Property Managers. We have made a commitment to keep permanently-assigned, well-trained, high-performing Property Managers at all of our larger sites. The resources to pay and train are being repaid over and over in improved management, more accurate records, safer and more secure properties, and more satisfied residents.
2. Decentralized services have created increased efficiencies and more cost effective operations at each site. Equipment and materials are ordered via online competitive suppliers, with “just-in-time” delivery, saving on pricing and reducing storage costs.
3. Maintenance personnel are also well trained, with a management commitment for continued training at the Central Office to improve current skills and acquire new skills.
3. Having created a non-profit arm, South Mississippi Housing and Development Corporation (SMHD), has enabled us to leverage funds to rehabilitate our housing unit base and partner with others on tax-credit rental initiatives to greatly expand and improve our affordable housing base.

4. In our goal to convert all Region VIII Public Housing to quality, low income rental units in the next 3 to 5 years, we have successfully used the DEMO/DISPO process to demolish or sell properties too Katrina-damaged to be rehabilitated, with all the demolished properties transferred to SMHD for construction of new units in tax-credit initiatives. Other properties have been transitioned to SMHD utilizing project-based vouchers to ensure continued housing of all eligible tenants.
5. We have secured grants and other resources to continue the upgrade of all affordable housing units, including air-conditioning and renovating to match local market competitors.
6. As a secondary consequence of having permanently assigned Property Managers, safety, security, cleanliness, and overall quality of life are improving at every site. Our Property Managers practice consistent attention to our residents, quickly identifying and requiring accountability for acts in violation of the lease and anti-crime initiatives. We continue to house local law enforcement officers, not otherwise eligible for Public Housing, to support anti-crime initiatives.
7. Assisted Housing has expanded its Housing Choice Voucher program across the 14-county area and has committed up to 20% of its Budget Authority to Project-Based Vouchers. Additionally, we are pursuing an agreement with Mississippi Emergency Management Agency (MEMA) to manage the Mississippi Cottage Program. The Mississippi Cottage Program is designed to replace the temporary travel trailer with a modest, well-built, permanently-available cottage. These cottages may be located on private land, in private-sector parks, or on land owned or leased by SMHD as authorized by local jurisdictions. This project will vastly improve the safety, security and quality of life of thousands of South Mississippians still displaced by Hurricane Katrina.
8. This Agency's goals and objectives are to increase affordable housing stock within its 14-county jurisdiction. A Required Initial Assessment resulted in the removal of units from the Agency's inventory and the ACC. The Agency's long-term strategy of expanding affordable housing in its jurisdiction will include mixed financing, tax credits, and bond financing for the construction and/or development of additional affordable housing units. The Agency plans to build developments of 50 to 100 units in areas of need which will include ACC units as a component of the development. This strategy will ensure that new ACC units are a part of new, sustainable communities developed throughout the Agency's jurisdiction. It is believed that the Mixed-Finance model will mitigate the usual NIMBY obstacles generally opposed to ACC units.

### **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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## Attachments

Indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. Note: If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

### Required Attachments:

- Admissions Policy for Deconcentration
- FY 2008 Capital Fund Program Annual Statement
- Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)
- List of Resident Advisory Board Members
- List of Resident Board Member
- Community Service Description of Implementation
- Information on Pet Policy (Included in Plan Text)
- Section 8 Homeownership Capacity Statement, if applicable
- Description of Homeownership Programs, if applicable

### Optional Attachments:

- PHA Management Organizational Chart
- FY 2008 Capital Fund Program 5 Year Action Plan
- Public Housing Drug Elimination Program (PHDEP) Plan



- Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)  
 Other (List below, providing each attachment name)

**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.

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
√	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
√	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

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
		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 <i>Quality Housing and Work Responsibility Act Initial Guidance; Notice</i> 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 <input checked="" type="checkbox"/> 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 <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
√	Section 8 rent determination (payment standard) policies <input checked="" type="checkbox"/> 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 <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
√	Section 8 informal review and hearing procedures <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
√	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant	Annual Plan: Capital Needs

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
	year	
N/A	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
√	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
N/A	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
√	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
N/A	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
√	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
N/A	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
√	Policies governing any Section 8 Homeownership program <input checked="" type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
√	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
√	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
N/A	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
N/A	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.	Annual Plan: Annual Audit

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
	S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	
N/A	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

# 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	Afford-ability	Supply	Quality	Access-ibility	Size	Loca-tion
Income <= 30% of AMI	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Income >30% but <=50% of AMI	N/A						
Income >50% but <80% of AMI	N/A						
Elderly	N/A						
Families with Disabilities	N/A						
Race/Ethnicity	N/A						
Race/Ethnicity	N/A						
Race/Ethnicity	N/A						
Race/Ethnicity	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.)



Consolidated Plan of the Jurisdiction/s

Indicate year: City of Pascagoula 2006, City of Hattiesburg 2005, and City of Moss Point 2008

- 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) State of Mississippi Governor’s Report December 2005

**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.

<b>Housing Needs of Families on the Waiting List</b>			
Waiting list type: (select one)			
<input type="checkbox"/>	Section 8 tenant-based assistance		
<input type="checkbox"/>	Public Housing		
<input checked="" type="checkbox"/>	Combined Section 8 and Public Housing		
<input type="checkbox"/>	Public Housing Site-Based or sub-jurisdictional waiting list (optional)		
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	7,275		
Extremely low income <=30% AMI	4,365	60%	540-600
Very low income (>30% but <=50% AMI)	2,546	35%	315-350
Low income (>50% but <80% AMI)	364	5%	45-50

<b>Housing Needs of Families on the Waiting List</b>			
Families with children	5,435	75%	N/A
Elderly families	282	4%	N/A
Families with Disabilities	996	14%	N/A
Race/ethnicity	1,891	26%	N/A
Race/ethnicity	5,325	73%	N/A
Race/ethnicity	29	.5%	N/A
Race/ethnicity	29	.5%	N/A
Characteristics by Bedroom Size (Public Housing Only)			
1BR	312	54%	N/A
2 BR	158	27%	N/A
3 BR	100	17%	N/A
4 BR	9	2%	N/A
5 BR	1	.1%	N/A
5+ BR	N/A	N/A	N/A
Is the waiting list closed (select one)? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes: How long has it been closed (# of months)? <u>2</u> Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			

**C. Strategy for Addressing Needs**

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

**(1) Strategies**

**Need: Shortage of affordable housing for all eligible populations**

**Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by:**

Select all that apply

- Employ effective maintenance and management policies to minimize the number of public housing units off-line
- Reduce turnover time for vacated public housing units
- Reduce time to renovate public housing units
- Seek replacement of public housing units lost to the inventory through mixed finance development
- Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
- Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- Other (list below)

**Strategy 2: Increase the number of affordable housing units by:**

Select all that apply

- Apply for additional section 8 units should they become available
- Leverage affordable housing resources in the community through the creation of mixed - finance housing
- Pursue housing resources other than public housing or Section 8 tenant-based assistance.
- Other: (list below)

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



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

Select all that apply

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

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

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

Select all that apply

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

**Need: Specific Family Types: The Elderly**

**Strategy 1: Target available assistance to the elderly:**

Select all that apply

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

**Need: Specific Family Types: Families with Disabilities**

**Strategy 1: Target available assistance to Families with Disabilities:**

Select all that apply

- Seek designation of public housing for families with disabilities
- Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
- Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- Affirmatively market to local non-profit agencies that assist families with disabilities
- Other: (list below)
  - Local Working Family Preference that includes families with disabilities

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

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

Select if applicable

- Affirmatively market to races/ethnicities shown to have disproportionate housing needs
- Other: (list below)
  - Forbid discrimination against families based on race and ethnicity in all housing policies and procedures

**Strategy 2: Conduct activities to affirmatively further fair housing**

Select all that apply

- Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
- Market the section 8 program to owners outside of areas of poverty /minority concentrations
- Other: (list below)

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

**(2) Reasons for Selecting Strategies**

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

- Funding constraints
- Staffing constraints
- Limited availability of sites for assisted housing
- Extent to which particular housing needs are met by other organizations in the community

- Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
- Influence of the housing market on PHA programs
- Community priorities regarding housing assistance
- Results of consultation with local or state government
- Results of consultation with residents and the Resident Advisory Board
- Results of consultation with advocacy groups
- Other: (list below)

## **2. Statement of Financial Resources**

[24 CFR Part 903.7 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.

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
<b>1. Federal Grants (FY 2009 grants)</b>		
a) Public Housing Operating Fund	\$5,030,000	Public Housing
b) Public Housing Capital Fund	\$2,000,000	P.H. Improvements
c) HOPE VI Revitalization	None	
d) HOPE VI Demolition	None	
e) Annual Contributions for Section 8 Tenant-Based Assistance	\$24,000,000	HAP & Administration
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	N/A	
g) Resident Opportunity and Self-Sufficiency Grants	\$0	
h) Community Development Block Grant	\$6,000,000	Construction of Affordable Housing

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
i) HOME	\$0	
Other Federal Grants (list below)		
<b>2. Prior Year Federal Grants (unobligated funds only) (list below)</b>		
901 Funge 2006	\$5,000,000	
901 Funge 2007	\$8,000,000	
<b>3. Public Housing Dwelling Rental Income</b>	\$1,267,000	
<b>4. Other income (list below)</b>		
<b>4. Non-federal sources (list below)</b>		
Interest Income	\$50,000	
<b>Total resources</b>	\$51,347,000	

**3. PHA Policies Governing Eligibility, Selection, and Admissions**

[24 CFR Part 903.7 9 (c)]

## A. Public Housing

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

### (1) Eligibility

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

- When families are within a certain number of being offered a unit:
- When families are within a certain time of being offered a unit:
- Other: (describe)
  - When checking PHA records to determine if the applicant owes the PHA or another PHA money

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

- Criminal or Drug-related activity
- Rental history
- Housekeeping
- Other (describe)
  - When checking PHA records to determine if the applicant owes the PHA or another PHA money

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

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

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

### (2) Waiting List Organization

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

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

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

- PHA main administrative office
  - PHA development site management office
  - Other (list below)
- For PRE-APPLICATION Packages only at Central Office, by phone or mail

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? 8

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? All

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?

- PHA main administrative office
- All PHA development management offices
- Management offices at developments with site-based waiting lists
- At the development to which they would like to apply
- Other (list below)

**(3) Assignment**

a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)

- One
- Two
- Three or More

b.  Yes  No: Is this policy consistent across all waiting list types?

c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

**(4) Admissions Preferences**

a. Income targeting:

Yes  No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?

b. Transfer policies:

In what circumstances will transfers take precedence over new admissions? (list below)

- Emergencies
- Overhoused
- Underhoused
- Medical justification
- Administrative reasons determined by the PHA (e.g., to permit modernization work)
- Resident choice: (convenience to work, ill family, ill friends)
- Other: (list below)

c. Preferences

1.  Yes  No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If “no” is selected, skip to subsection **(5) Occupancy**)
  
2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

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

Other preferences: (select below)

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

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.

#### 1 Date and Time

Former Federal preferences:

- 1 Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- 2 Victims of domestic violence
- 2 Substandard housing
- 2 Homelessness
- 2 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 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)
  - Victims of natural disasters
  - Police Officers (So that officers not otherwise income eligible for public housing may reside in a unit. Up to three (3) ph units per development may be occupied by police officers under terms and conditions determined by PHA.)

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 – Property Managers, Bulletin Boards, Newsletters

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)

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 answer to d was yes, how would you describe these changes? (select all that apply)

- 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 income-mixing
- Other
  - Adoption of flat rents, income disallowance, and working family preference

f. Based on the results of the required analysis, in which developments will the PHA make 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:
  - 40-27 (Henry C. Patterson Homes)

- 40-38 (Frank Lee Homes)

g. Based on the results of the required analysis, in which developments will the PHA make 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:
  - 40-02 (40-02A, Frank H. Lewis Homes and & 40-2B, Haywood Brooks Homes)

## 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)

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

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

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

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

- Criminal or drug-related activity
- Other (describe below)

**(2) Waiting List Organization**

a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)

- None
- Federal public housing
- Federal moderate rehabilitation
- Federal project-based certificate program
- Other federal or local program (list below)

b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)

- PHA main administrative office
- Other (list below)
  - Port City District Office, 4324 Peters Street, Moss Point, MS 39563
  - HUB City District Office, 4692 US Hwy 49 S, Hattiesburg, MS 39401

**(3) Search Time**

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

If yes, state circumstances below:

- Depending on the availability of rental units in the appropriate bedroom size

**(4) Admissions Preferences**

a. Income targeting

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

b. Preferences

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

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

Former Federal preferences

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

Other preferences (select all that apply)

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

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.

1 Date and Time

Former Federal preferences

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

2 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. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)

- Date and time of application
- Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for "residents who live and/or work in the jurisdiction" (select one)

- This preference has previously been reviewed and approved by HUD
- The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)

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

**(5) Special Purpose Section 8 Assistance Programs**

a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (select all that apply)

- The Section 8 Administrative Plan
- Briefing sessions and written materials
- Other (list below)

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

- Through published notices  
 Other (list below)

#### **4. PHA Rent Determination Policies**

[24 CFR Part 903.7 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 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---

- The PHA employs discretionary policies for determining income based rent (If selected, continue to question b.)

b. Minimum Rent

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

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

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

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

c. Rents set at less than 30% 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?

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

- Police officers who are otherwise not income eligible for residence in public housing to reside in a PH unit
- Up to three (3) PH units per development may be occupied by police officers under terms and conditions to be determined by the Agency

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

For the earned income of a previously unemployed household member

For increases in earned income

Fixed amount (other than general rent-setting policy)  
If yes, state amount/s and circumstances below:

Fixed percentage (other than general rent-setting policy)  
If yes, state percentage/s and circumstances below:

For household heads

For other family members

For transportation expenses

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

Other (describe below)

e. Ceiling rents

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

Yes for all developments

Yes but only for some developments

No



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

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

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

- Market comparability study
- Fair market rents (FMR)
- 95<sup>th</sup> 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)
  - At annual re-certifications

- 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**

1. 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)
  - Hurricane Katrina Waivers

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

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

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

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

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

- Annually
- Other (list below)

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

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

**(2) Minimum Rent**

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

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

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

**5. 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.)

<b>Program Name</b>	<b>Units or Families Served at Year Beginning</b>	<b>Expected Turnover</b>
Public Housing	1,191	10%
Section 8 Vouchers	3,982	8%
Section 8 Certificates	N/A	
Section 8 Mod Rehab	N/A	
Special Purpose Section 8 Certificates/Vouchers (list individually)	N/A	
Public Housing Drug Elimination Program (PHDEP)	N/A	
Other Federal Programs(list individually)	N/A	

**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)
  - Maintenance personnel conduct monthly inspections on each unit
  - Each property is under service contract for eradications of pests
  
- (2) Section 8 Management: (list below)
  - Each unit under contract is inspected

## **6. PHA Grievance Procedures**

[24 CFR Part 903.7 9 (f)]

Exemptions from component 6: High performing PHAs are not required to complete component 6. Section 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, Subpart B, for residents of public housing?

If yes, list additions to federal requirements below:

2. 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 to 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 found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. 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)
- Port City District Office, 4324 Peters Street, Moss Point, MS 39563
  - HUB City District Office, 4692 US Hwy 49 S, Hattiesburg, MS 39401

## **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: Capital Fund Program Table: Annual Statement/Performance and Evaluation Report—Capital Fund Program and Capital Fund Program Replacement Housing Factor

-or-

- 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**

Agencies are encouraged to include a 5-Year Action Plan covering capital work items. This statement can be completed by using the 5 Year Action Plan table provided in the table library at the end of the PHA Plan template **OR** by completing and attaching a properly updated HUD-52834.

- a.  Yes  No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund? (if no, skip to sub-component 7B)

b. If yes to question a, select one:

- The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment: Capital Fund Five-Year Action Plan

-or-

- 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)

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

Applicability of sub-component 7B: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

- 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)

1. Development name:

2. Development (project) number:

3. Status of grant: (select the statement that best describes the current status)

- Revitalization Plan under development  
 Revitalization Plan submitted, pending approval  
 Revitalization Plan approved  
 Activities pursuant to an approved Revitalization Plan underway

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

- Yes  No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?  
If yes, list developments or activities below:

- 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:

- Currently in development—will be announced once Board of Commissioners has approved

## **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.  Yes  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.)

<b>Demolition/Disposition Activity Description</b>
1a. Development name: Frank H. Lewis Homes 1b. Development (project) number: 40-2A
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: <u>2008-2009</u>
5. Number of units affected: 24 6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 2008



b. Projected end date of activity: 2009

**Demolition/Disposition Activity Description**

1a. Development name: Haywood Brooks Homes

1b. Development (project) number: 40-2B

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: 2008-2009

5. Number of units affected: 24

6. Coverage of action (select one)

Part of the development

Total development

7. Timeline for activity:

a. Actual or projected start date of activity: 2008

b. Projected end date of activity: 2009

**Demolition/Disposition Activity Description**

1a. Development name: Hillcrest Homes

1b. Development (project) number: 40-10A

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: 2008-2009

5. Number of units affected: 12

6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 2008 b. Projected end date of activity: 2009

<b>Demolition/Disposition Activity Description</b>
1a. Development name: Northside Homes 1b. Development (project) number: 40-10B
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: <u>2008-2009</u>
5. Number of units affected: 8
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 2008 b. Projected end date of activity: 2009

<b>Demolition/Disposition Activity Description</b>
1a. Development name: Haywood Brooks Addition 1b. Development (project) number: 40-12
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/>

Submitted, pending approval <input type="checkbox"/>
Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: <u>2008-2009</u>
5. Number of units affected: 85
6. Coverage of action (select one)
<input type="checkbox"/> Part of the development
<input checked="" type="checkbox"/> Total development
7. Timeline for activity:
a. Actual or projected start date of activity: 2008
b. Projected end date of activity: 2009

<b>Demolition/Disposition Activity Description</b>
1a. Development name: Bayou Cassotte Homes
1b. Development (project) number: 40-20
2. Activity type: Demolition <input type="checkbox"/>
Disposition <input checked="" type="checkbox"/>
3. Application status (select one)
Approved <input type="checkbox"/>
Submitted, pending approval <input type="checkbox"/>
Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: <u>2008-2009</u>
5. Number of units affected: 65
6. Coverage of action (select one)
<input type="checkbox"/> Part of the development
<input checked="" type="checkbox"/> Total development
7. Timeline for activity:
a. Actual or projected start date of activity: 2008
b. Projected end date of activity: 2009

<b>Demolition/Disposition Activity Description</b>
--

1a. Development name: Pecan Circle Homes
1b. Development (project) number: 40-26
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: <u>2008-2009</u>
5. Number of units affected: 72
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 2008 b. Projected end date of activity: 2009

<b>Demolition/Disposition Activity Description</b>
1a. Development name: Henry C. Patterson Homes
1b. Development (project) number: 40-27
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: <u>2008-2009</u>
5. Number of units affected: 40
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity:

- a. Actual or projected start date of activity: 2008  
 b. Projected end date of activity: 2009

**Demolition/Disposition Activity Description**

1a. Development name: Hillsdale Homes  
 1b. Development (project) number: 40-28

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: 2008-2009

5. Number of units affected: 50

6. Coverage of action (select one)  
 Part of the development  
 Total development

7. Timeline for activity:  
 a. Actual or projected start date of activity: 2008  
 b. Projected end date of activity: 2009

**Demolition/Disposition Activity Description**

1a. Development name: Belleville Apartments  
 1b. Development (project) number: 40-30

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: 2008-2009

5. Number of units affected: 144
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 2008 b. Projected end date of activity: 2009

<b>Demolition/Disposition Activity Description</b>
1a. Development name: Dan Stepney Homes 1b. Development (project) number: 40-32
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: <u>2008-2009</u>
5. Number of units affected: 68
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 2008 b. Projected end date of activity: 2009

<b>Demolition/Disposition Activity Description</b>
1a. Development name: Frank Lee Homes 1b. Development (project) number: 40-38
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>

3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: <u>2008-2009</u>
5. Number of units affected: 48 6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 2008 b. Projected end date of activity: 2009

**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:

<p>2. Designation type:</p> <p>Occupancy by only the elderly <input type="checkbox"/></p> <p>Occupancy by families with disabilities <input type="checkbox"/></p> <p>Occupancy by only elderly families and families with disabilities <input type="checkbox"/></p>
<p>3. Application status (select one)</p> <p>Approved; included in the PHA's Designation Plan <input type="checkbox"/></p> <p>Submitted, pending approval <input type="checkbox"/></p> <p>Planned application <input type="checkbox"/></p>
<p>4. Date this designation approved, submitted, or planned for submission: <u>(DD/MM/YY)</u></p>
<p>5. If approved, will this designation constitute a (select one)</p> <p><input type="checkbox"/> New Designation Plan</p> <p><input type="checkbox"/> Revision of a previously-approved Designation Plan?</p>
<p>6. Number of units affected:</p> <p>7. Coverage of action (select one)</p> <p><input type="checkbox"/> Part of the development</p> <p><input type="checkbox"/> Total development</p>

## **10. Conversion of Public Housing to Tenant-Based Assistance**

[24 CFR Part 903.7 9 (j)]

Exemptions from Component 10; Section 8 only PHAs are not required to complete this section.

### **A. Assessments of Reasonable Revitalization Pursuant to section 202 of the HUD FY 1996 HUD Appropriations Act**

1.  Yes  No: Have any of the PHA's developments or portions of developments 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 to component 11.)

#### 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 11. If "No", complete the Activity Description table below.



**Conversion of Public Housing Activity Description**

1a. Development name:

1b. Development (project) number:

2. What is the status of the required assessment?

- Assessment underway
- Assessment results submitted to HUD
- Assessment results approved by HUD (if marked, proceed to next question)
- Other (explain below)

3.  Yes  No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)

4. Status of Conversion Plan (select the statement that best describes the current status)

- Conversion Plan in development
- Conversion Plan submitted to HUD on: (DD/MM/YYYY)
- Conversion Plan approved by HUD on: (DD/MM/YYYY)
- Activities pursuant to HUD-approved Conversion Plan underway

5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one)

- Units addressed in a pending or approved demolition application (date submitted or approved: )
- Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved: )
- Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved: )
- Requirements no longer applicable: vacancy rates are less than 10 percent
- Requirements 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. Homeownership Programs Administered by the PHA**

[24 CFR Part 903.7 9 (k)]

**A. Public Housing**

Exemptions from Component 11A: Section 8 only PHAs are not required to complete 11A.

1.  Yes  No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership 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 section 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 streamlined submission due to **small PHA** or **high performing PHA** status. PHAs completing streamlined submissions may skip to component 11B.)

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 12. If “No”, complete the Activity Description table below.)

**Public Housing Homeownership Activity Description  
(Complete one for each development affected)**

1a. Development name:

1b. Development (project) number:

2. Federal Program authority:

- HOPE I
- 5(h)
- Turnkey III

<input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) <input type="checkbox"/> Approved; included in the PHA's Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY)
5. Number of units affected: 6. Coverage of action: (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development

**B. Section 8 Tenant Based Assistance**

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.)

This Agency provides two HUD-sponsored, voluntary programs for Housing Choice Voucher clients: (1) the Family Self-Sufficiency Program and (2) the Housing Choice Voucher Homeownership Program. Please refer to the attachments:

- Family Self-Sufficiency Program Action Plan
- Housing Choice Voucher Homeownership Program Action Plan

2. Program Description:

a. Size of Program

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

If the answer to the question above was yes, which statement best describes the number of participants? (select one)

- 25 or fewer participants
- 26 - 50 participants

- 51 to 100 participants  
 more than 100 participants

b. PHA-established eligibility criteria

Yes  No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?

If yes, list criteria below:

- First time home buyer or cooperative member
- Minimum income requirement
- Working family requirement (except for disabled families with supplemental income)
- Homeownership counseling

## **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 Coordination with the Welfare (TANF) Agency**

1. Cooperative agreements:

Yes  No: Has the PHA has entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed? 270798

2. Other coordination efforts between the PHA and TANF agency (select all that apply)

- Client referrals
- Information sharing regarding mutual clients (for rent determinations and otherwise)
- Coordinate the provision of specific social and self-sufficiency services and programs to eligible families
- Jointly administer programs
- Partner to administer a HUD Welfare-to-Work voucher program
- Joint administration of other demonstration program
- Other (describe)

-HIT Program ( Homeowners in Training Program)

**B. Services and programs offered to residents and participants**

**(1) General**

a. Self-Sufficiency Policies

Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas? (select all that apply)

- Public housing rent determination policies
- Public housing admissions policies
- Section 8 admissions policies
- Preference in admission to section 8 for certain public housing families
- Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
- Preference/eligibility for public housing homeownership option participation
- Preference/eligibility for section 8 homeownership option participation
- Other policies (list below)

b. Economic and Social self-sufficiency programs

Yes  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 to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use. )

<b>Services and Programs</b>				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)

		criteria/other)		

**(2) Family Self Sufficiency program/s**

a. Participation Description

<b>Family Self Sufficiency (FSS) Participation</b>		
Program	Required Number of Participants (start of FY 2005 Estimate)	Actual Number of Participants (As of: DD/MM/YY)
Public Housing		
Section 8		

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:

**C. Welfare Benefit Reductions**

1. 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**

**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**

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)

- High incidence of violent and/or drug-related crime in some or all of the PHA's developments
- High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
- Residents fearful for their safety and/or the safety of their children
- Observed lower-level crime, vandalism and/or graffiti
- 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)

2. What information or data did the PHA use to determine the need for PHA actions to improve safety of residents (select all that apply).

- Safety and security survey of residents
- 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

- Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
- Other (describe below)

3. Which developments are most affected? (list below)

**B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year**

1. 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
- Activities targeted to at-risk youth, adults, or seniors
- Volunteer Resident Patrol/Block Watchers Program
- Other (describe below)

1. Which developments are most affected? (list below)

**C. Coordination between PHA and the police**

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

- Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
- Police provide crime data to housing 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? (list below)

**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)] Use updated ACOP (inserted below) or old policy.

### **18.0 PET POLICY**

#### **.0 PET POLICY**

##### 18.1 EXCLUSIONS

This policy does not apply to animals that are used to assist persons with disabilities. Assistive animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

- (a) Assistance animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, and thus, is not subject to the Pet Policy.
- (b) 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.
- (c) The fact that a person has a disability does not automatically entitle him or her to an assistance animal. Staff is expected to verify that the individual requesting the assistance animal is a person with a documented disability and that the animal is needed to assist with the disability. As with all other disability-related inquires, the agency may not ask the nature or extent of the individual's disability, however, the staff is required to ask for a doctor's certification that the request for an assistance animal satisfies 18.1(b) above.

##### 18.2 PETS IN PUBLIC HOUSING

The Housing Authority allows for pet ownership in its developments with the written pre-approval of the Housing Authority. The owner of the pet or service animal will be liable for any injury or damage caused by their pet to any other resident, individual or property. The Housing Authority has the right to remove any pet should it determine that the pet is a nuisance to other Residents, or that it has caused damage to the apartment.

##### 18.3 APPROVAL

Residents must have the prior written approval of the Housing Authority before moving a pet into their unit. Residents must request approval on the Pet Application Form that must be fully completed before the Housing Authority will approve the request.

18.4 TYPES AND NUMBER OF PETS

The Housing Authority will allow only common household pets. For example, allowed household pets would include dogs, cats, common household birds and fish. Pets not considered common household pets and which would not be allowed are ducks, chickens, reptiles, insects, goats and livestock and dangerous breeds of dogs & cats. The above list is just a few examples. The Housing Authority reserves the right to make a determination if a certain pet would be allowed or disallowed, including animals classified as dangerous.

Every apartment would only be allowed one dog or one cat. For other approved pets, the Housing Authority reserves the right to establish a reasonable limit on the number of pets on a case by case basis. For example, if a resident desired to keep two canaries, this would be reasonable, but if a resident desired to keep twenty canaries, this would be unreasonable and would not be allowed.

No dogs will be allowed which weigh in excess of fifteen (15) pounds.

18.5 INOCULATIONS

Every resident must provide the Housing Authority with written certification from the Health Department or a Licensed Veterinarian that the pet or service animal has received the annual rabies inoculation. This documentation is also required annually during recertification.

18.6 PET DEPOSIT

Every resident keeping a dog or cat will be required to pay a non-refundable pet fee of \$250.00 to cover the reasonable operating costs to the property relating to the presence of pets and a refundable security deposit of \$75.00 to cover additional costs attributable to a pet not otherwise covered. An initial \$50 payment will be required at the time of approval of the dog or cat and the balance must be paid in 6 monthly installments of not less than \$50 until the balance is paid in full.

18.7 FINANCIAL OBLIGATION OF RESIDENTS

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet.

18.8 NUISANCE OR THREAT TO HEALTH OR SAFETY

All pets and service animals must be kept clean and sanitary as to prevent any odor, ticks, fleas, or any other any other animal diseases including, those which may be contracted by humans.

The resident or leaseholder is also bound by regulations in the Dwelling Lease pertaining to nuisances and disturbances to other residents caused by pets.

18.9 DESIGNATION OF PET AREAS

No pets will be allowed in the office, laundry room, and covered patio area or recreations rooms. Dogs and cats are required to be appropriately and effectively restrained and under control, at all times, of a responsible individual while on the Housing Authority common areas. NO animal will be allowed to run loose on

Housing Authority premises. Loose animals will be collected by proper authorities and owners will be subject to lease cancellation. The pet owner is required to remove and properly dispose of all removable pet waste.

#### 18.10 MISCELLANEOUS RULES

All pets and service animals must be given the proper care and may not be left in an apartment unattended for longer than 24 hours. If management discovers a pet/service animal that has been left for a period longer than 24 hours, the management will take the necessary steps to insure the safety of the pet or service animal and property at the resident's expense.

Indoor pets such as birds and fish must be kept at all times, in proper enclosures, cages or aquariums.

For pets kept outdoors, the leaseholder will be required to provide proper shelter for the animal. Shelter will mean and include a lockable fence or approved enclosure at least 10' x 10' and at least 5' high; a concrete slab at least 10' x 10' and at least 2" thick. A proper dog house or approved shelter for the animal to escape from the elements and proper food and water containers. The Housing Authority must be presented plans for approval, before construction. If approved and constructed, the leaseholder is responsible for the cleanliness, proper disposal of waste and overall wellbeing of the animal. Failure to maintain enclosure, area and animal, in a decent, safe, sanitary and humane condition will result in lease cancellation. NO pet will be allowed to be chained to trees, clotheslines or outdoors without said approved enclosure.

In anticipation of an inspection or maintenance work, the leaseholder must make sure that all animals are properly restrained or caged as to prevent attacks or accidental release.

#### 18.11 VISITING PETS

No visiting pets will be allowed.

#### 18.12 REMOVAL OF PETS

The Housing Authority has the right to require the immediate removal of any pet creating a nuisance or threat to the health or safety of other Residents or any other person in the community, or any pet that is causing damage to the apartment. This includes failure of the owner or responsible person to remove and properly dispose of all removable pet waste.

Every pet or service animal owner will be required to furnish the Housing Authority with the name, address and telephone number of a person willing to accept responsibility for boarding of the pet or service animal in emergency situations. This information must also be submitted on an annual basis during recertification.

## **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.  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? 3
5.  Yes  No: Have responses to any unresolved findings been submitted to HUD?  
If not, when are they due (state below)? 11/30/08

## **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?
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)
3.  Yes  No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

## **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 Board/s?

2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)

Attached at Attachment (File name)

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:

Other: (list below)

### **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 sub-component C.)

3. Description of Resident Election Process

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

Candidates were nominated by resident and assisted family organizations

Candidates could be nominated by any adult recipient of PHA assistance

- Self-nomination: Candidates registered with the PHA and requested a place on ballot
- Other: (describe)

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)

c. Eligible voters: (select all that apply)

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

**C. Statement of Consistency with the Consolidated Plan**

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

1. Consolidated Plan jurisdiction: Hattiesburg, Pascagoula

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

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

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

- Supports funding for improved sidewalks, streets and drainage, supports funding for youth activities (e.g., after-school programs and playground equipment), supports demolition/disposition of non-viable units, and supports availability of Housing Choice Voucher Programs.

**D. Other Information Required by HUD**

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

## **Attachments**

Use this section to provide any additional attachments referenced in the Plans.



<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
<b>PHA Name: Mississippi Regional Housing Authority VIII</b>		<b>Grant Type and Number Capital Fund Program Grant No:</b>			<b>Federal FY of Grant:</b>
		Replacement Housing Factor Grant No: MS26R04050106			2006
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: 2)					
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 6/30/08 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition	100,000			
9	1450 Site Improvement		100,000	0	
10	1460 Dwelling Structures	223,220	254,797	396,297	149,501
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition	50,000	50,000	8500	8500
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	373,220	404,797	404,797	158,001
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				

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

PHA Name: Mississippi Regional Housing Authority VIII	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: MS26R04050106	Federal FY of Grant: 2006
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Original Annual Statement  Reserve for Disasters/ Emergencies  Revised Annual Statement (revision no: 2)  
 Performance and Evaluation Report for Period Ending: 6/30/08  Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

PHA Name: Mississippi Regional Housing Authority VIII		Grant Type and Number MS26R04050106 Capital Fund Program Grant No: Replacement Housing Factor Grant No:			Federal FY of Grant: 2006			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
40-03 Glenwild	Demolition	1485		0				
40-03 Glenwild	Site Acquisition	1450		0				
40-03 Glenwild	Dwelling Structure	1460		0				
40-38 Frank Lee	Demolition	1485		50,000		8500	8500	complete
40-38 Frank Lee	Site Improvement	1450		100,000				
40-38 Frank Lee	Dwelling Structure	1460		254,797		396,297	149,502	In - progress

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

PHA Name: Mississippi Regional Housing Authority VIII		Grant Type and Number MS26R04050106 Capital Fund Program No: Replacement Housing Factor No:			Federal FY of Grant: 2006		
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
40-38 Frank Lee	8/07/08		4/30/08	08/07/10			
40-03 Glenwild	8/07/08			08/07/10			

**CAPITAL FUND PROGRAM TABLES START HERE**

## Annual Statement/Performance and Evaluation Report

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

PHA Name: Mississippi Regional Housing Authority VIII	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: MS26R04050107	Federal FY of Grant: 2007
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Original Annual Statement  
  Reserve for Disasters/ Emergencies  
  Revised Annual Statement (revision no: 1)  
 Performance and Evaluation Report for Period Ending: 6/30/08  
  Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	308,278			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition	50,000			
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	358,278			
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				



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

PHA Name: Mississippi Regional Housing Authority VIII		Grant Type and Number MS26R04050106 Capital Fund Program Grant No: Replacement Housing Factor Grant No:			Federal FY of Grant: 2006			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
40-38 Frank Lee	Dwelling structure	1460		308,278				

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

PHA Name: Mississippi Regional Housing Authority VIII		Grant Type and Number MS26R04050106 Capital Fund Program No: Replacement Housing Factor No:			Federal FY of Grant: 2006		
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
40-38 Frank Lee	8/07/09			08/07/11			

**CAPITAL FUND PROGRAM TABLES START HERE**

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
PHA Name: Mississippi Regional Housing Authority VIII		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: MS26R04050108			Federal FY of Grant: 2008
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: 2) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 6/30/08 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	100,000	50,000		
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	604,922	654,922		
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	704,922	704,922		
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				

## Annual Statement/Performance and Evaluation Report

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

PHA Name: Mississippi Regional Housing Authority VIII	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: MS26R04050108	Federal FY of Grant: 2008
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Original Annual Statement  
  Reserve for Disasters/ Emergencies  
  Revised Annual Statement (revision no: 2)  
 Performance and Evaluation Report for Period Ending: 6/30/08  
  Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				



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

PHA Name: Mississippi Regional Housing Authority VIII		Grant Type and Number MS26R04050108 Capital Fund Program Grant No: Replacement Housing Factor Grant No: A-2502				Federal FY of Grant: 2008		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
4038 Frank Lee	Architect & Engineering Fees	1430	2	100,000	50,000			
4038 Frank Lee	Demolition	1485	2	65,000	115,000			
40-38 Frank Lee	Dwelling Structure	1460	2	539,922	539,922			

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

PHA Name: Mississippi Regional Housing Authority VIII		Grant Type and Number MS26R04050106 Capital Fund Program No: Replacement Housing Factor No:				Federal FY of Grant: 2008		
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
	Original	Revised	Actual	Original	Revised	Actual		
40-38 Frank lee	6/11/10			6/12/12				

**CAPITAL FUND PROGRAM TABLES START HERE**

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
<b>PHA Name:</b> Mississippi Regional Housing Authority VIII		<b>Grant Type and Number</b> MS26P04050109 Capital Fund Program Grant No: Replacement Housing Factor Grant No:			<b>Federal FY of Grant:</b>  2009
<input checked="" type="checkbox"/> <b>Original Annual Statement</b> <input type="checkbox"/> <b>Reserve for Disasters/ Emergencies</b> <input type="checkbox"/> <b>Revised Annual Statement (revision no:01)</b> <input type="checkbox"/> <b>Performance and Evaluation Report for Period Ending:</b> <input type="checkbox"/> <b>Final Performance and Evaluation Report</b>					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	400,000			
3	1408 Management Improvements	134,362			
4	1410 Administration	200,000			
5	1411 Audit	1000			
6	1415 Liquidated Damages	0			
7	1430 Fees and Costs	250,000			
8	1440 Site Acquisition	0			
9	1450 Site Improvement	50,000			
10	1460 Dwelling Structures	100,000			
11	1465.1 Dwelling Equipment—Non-expendable	40,000			
12	1470 Non-dwelling Structures	600,000			
13	1475 Non-dwelling Equipment	0			
14	1485 Demolition	149,638			
15	1490 Replacement Reserve	0			
16	1492 Moving to Work Demonstration	0			
17	1495.1 Relocation Costs	25,000			
18	1499 Development Activities	0			
19	1501 Collateralization or Debt Service	0			
20	1502 Contingency	50,000			
21	Amount of Annual Grant: (sum of lines 2 – 20)	2,000,000			
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				

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

PHA Name: Mississippi Regional Housing Authority VIII	Grant Type and Number MS26P04050109 Capital Fund Program Grant No: Replacement Housing Factor Grant No:	Federal FY of Grant:  2009
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Original Annual Statement  Reserve for Disasters/ Emergencies  Revised Annual Statement (revision no:01)  
 Performance and Evaluation Report for Period Ending:  Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

PHA Name: Mississippi Regional Housing Authority VIII		Grant Type and Number MS26P04050109 Capital Fund Program Grant No: Replacement Housing Factor Grant No:				Federal FY of Grant: 2009		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA/Wide	Operations	1406	1	400,000				
HA/Wide	Staff Development	1408	0	20,000				
HA/Wide	Computer Upgrades Central Office & Sites	1408	0	60,000				
HA/Wide	Resident Advisory Board	1408	4	10,000				
HA/Wide	Data Entry Clerk W/O System Salary	1408.5	1	27,361				
HA/Wide	CGP Work Inspection Salary	1408.6	1	0				
HA/Wide	Employee Benefits	1408	8	10,731				
HA/Wide	Admin. Expenses (Supplies @ .0003% of Grant)	1410	1	7,000				
HA/Wide	Clerk of Works Salary	1410.1	1	56,910				
HA/Wide	Regional CGP Cord. Salary @ 40%	1410.1	1	25,275				
HA/Wide	CEO Salary @ 30%	1410.1	1	29,403				
HA/Wide	Accounting Salary @ 25%	1410.1	1	14,635				
HA/Wide	Benefits for 1410 Salaries	1410.9	1	33,684				
HA/Wide	CGP Audit	1411	1	1000				
HA/Wide	A & E for CGP, office space rental from SMHD, blue print services	1430	1	250,000				
HA/Wide	Stoves (50), Ref. (50), Water Heaters (50), A/C or Heat Pump (50)	1465.1	50	40,000				
HA/Wide	Relocation Cost	1495.1		25,000				
HA/Wide	Contingency	1502	1	50,000				
HA/Wide	Painting Contract	1460		100,000				

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

PHA Name: Mississippi Regional Housing Authority VIII		Grant Type and Number MS26P04050109 Capital Fund Program Grant No: Replacement Housing Factor Grant No:				Federal FY of Grant: 2009		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA/Wide	Landscaping	1450	1	0				
40-30 Belleville	Office Building	1470	1	200,000			9	
40-20 Bayou Cassotte	Office Building	1470	1	200,000				
40-2/12 Hay. Brooks	Office Building	1470	1	200,000				
HA-Wide	Site Work	1450	1	50,000				
HA-Wide	Non-Dwelling Structure	1470	1	0				
40-03 Hyde/Glenwild	Demolition	1485	4	149,638				
	Debt Service	1501	0	0				
40-02 Lewis Brooks Add	Contingency for Modernization Units damaged by fire or excessive deterioration not previously modernized	1460		0				
40-02 Lewis/Brooks	Interior Painting	1460		0				
40-02 Lewis/Brooks	504 Upgrades	1460		0				
40-02 Lewis/ Brooks	Infrastructure Repairs	1450		0				
40-02 Lewis/Brooks	Hurricane Repairs	1460		0				
40-02 Lewis/Brooks	Landscaping	1450		0				
40-03 Hyde/Glen	Contingency for Modernization Units damaged by fire or excessive deterioration not previously modernized	1460		0				
40-03 Hyde/Glen	Interior Painting	1460		0				
40-03 Hyde/Glen	504 Upgrades	1460		0				
40-03 Hyde/Glen	Infrastructure repairs	1450		0				
40-03 Hyde/Glen	Emergency Hurricane repairs	1460		0				
40-03 Hyde/Glen	Landscaping	1450		0				

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

PHA Name: Mississippi Regional Housing Authority VIII		Grant Type and Number MS26P04050109 Capital Fund Program Grant No: Replacement Housing Factor Grant No:			Federal FY of Grant: 2009			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
40-04 Lad/Jones	Contingency for Modernization Units damaged by fire or excessive deterioration not previously modernized	1460		0				
40-04 Lad/Jones	Interior Painting	1460		0				
40-04 Lad/Jones	504 Upgrades	1460		0				
40-04 Lad/Jones	Infrastructure repairs	1450		0				
40-04 Lad/Jones	Emergency Hurricane repairs	1460		0				
40-04 Lad/Jones	Landscaping	1450		0				
40-06 Hinson Homes	Office Building	1470		0				
40-06 Hinson Homes	Landscaping	1450		0				
40-06 Hinson Homes	Interior Painting	1460		0				
40-06 Hinson Homes	Asbestos Abatement	1460		0				
40-06 Hinson Homes	Emergency Hurricane repairs	1460		0				
40-06 Hinson Homes	Infrastructure repairs	1450		0				
40-06 Hinson Homes	504 Upgrades	1460		0				
40-06 Hinson Homes	Contingency for Modernization Units damaged by fire or excessive deterioration not previously modernized.	1460		0				
40-10 Hill/Northside	Contingency for Modernization Units damaged by fire or excessive deterioration not previously modernized	1460		0				
40-10 Hill/Northside	Interior Painting	1460		0				
40-10 Hill/Northside	504 Upgrades	1460		0				
40-10 Hill/Northside	Infrastructure repairs	1450		0				
40-10 Hill/Northside	Emergency Hurricane repairs	1460		0				

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

PHA Name: Mississippi Regional Housing Authority VIII		Grant Type and Number MS26P04050109 Capital Fund Program Grant No: Replacement Housing Factor Grant No:			Federal FY of Grant: 2009			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
40-10 Hill/Northside	Landscaping	1450		0				
40-12 Brooks Add	Contingency for Modernization Units damaged by fire or excessive deterioration not previously modernized	1460		0				
40-12 Brooks Add	Interior Painting	1460		0				
40-12 Brooks Add	504 Upgrades	1460		0				
40-12 Brooks Add	Infrastructure repairs	1450		0				
40-12 Brooks Add	Emergency Hurricane repairs	1460		0				
40-12 Brooks Add	Landscaping	1450		0				
40-13 Wash/Roos Hts	Contingency for Modernization Units damaged by fire or excessive deterioration not previously modernized	1460		0				
40-13 Wash/Roos Hts	Interior Painting	1460		0				
40-13 Wash/Roos Hts	Landscaping	1450		0				
40-13 Wash/Roos Hts	Infrastructure repairs	1450		0				
40-13 Wash/Roos Hts	Emergency Hurricane repairs	1460		0				
40-13 Wash/Roos	504 upgrades	1460		0				
40-16 Jones/Cole	Contingency for Modernization Units damaged by fire or excessive deterioration not previously modernized	1460		0				
40-16 Jones/Cole	Interior Painting	1460		0				
40-16 Jones/Cole	504 upgrades	1460		0				
40-16 Jones/Cole	Infrastructure repairs	1450		0				
40-16 Jones/Cole	Emergency Hurricane repairs	1460		0				

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

PHA Name: Mississippi Regional Housing Authority VIII		Grant Type and Number MS26P04050109 Capital Fund Program Grant No: Replacement Housing Factor Grant No:			Federal FY of Grant: 2009			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
40-16 Jones/Cole	Landscaping	1450		0				
40-18 Jones Add	Contingency for Modernization Units damaged by fire or excessive deterioration not previously modernized	1460		0				
40-18 Jones Add	Interior Painting	1460		0				
40-18 Jones Add	504 upgrades	1460		0				
40-18 Jones Add	Infrastructure repairs	1450		0				
40-18 Jones Add	Emergency Hurricane repairs	1460		0				
40-18 Jones Add	Landscaping	1450		0				
40-20 Bayou Cassotte	Office Building	1470		0				
40-20 Bayou Cass	Contingency for Modernization Units damaged by fire or excessive deterioration not previously modernized	1460		0				
40-20 Bayou Cass	Interior Painting	1460		0				
40-20 Bayou Cass	504 upgrades	1460		0				
40-20 Bayou Cass	Infrastructure repairs	1450		0				
40-20 Bayou Cass	Emergency Hurricane repairs	1460		0				
40-20 Bayou Cass	Landscaping	1450		0				
40-26 Pecan Circle	Contingency for Modernization Units damaged by fire or excessive deterioration not previously modernized	1460		0				
40-26 Pecan Circle	Interior Painting	1460		0				
40-26 Pecan Circle	Infrastructure upgrades	1450		0				
40-26 Pecan Circle	504 upgrades	1460		0				
40-26 Pecan Circle	Emergency Hurricane repairs	1460		0				



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

PHA Name: Mississippi Regional Housing Authority VIII		Grant Type and Number MS26P04050109 Capital Fund Program Grant No: Replacement Housing Factor Grant No:			Federal FY of Grant: 2009			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
40-26 Pecan Circle	Landscaping	1450		0				
40-27 HC Patterson	Contingency for Modernization Units damaged by fire or excessive deterioration not previously modernized	1460		0				
40-27 HC Patterson	Interior Painting	1460		0				
40-27 HC Patterson	504 upgrades	1460		0				
40-27 HC Patterson	Infrastructure repairs	1450		0				
40-27 HC Patterson	Emergency Hurricane repairs	1460		0				
40-27 HC Patterson	Landscaping	1450		0				
40-28 Hillsdale	Contingency for Modernization Units damaged by fire or excessive deterioration not previously modernized	1460		0				
40-28 Hillsdale	Interior Painting	1460		0				
40-28 Hillsdale	504 upgrades	1460		0				
40-28 Hillsdale	Infrastructure repairs	1450		0				
40-28 Hillsdale	Emergency Hurricane repairs	1460		0				
40-28 Hillsdale	Landscaping	1450		0				
40-30 Belleville	Contingency for Modernization Units damaged by fire or excessive deterioration not previously modernized	1460		0				
40-30 Belleville	Repair Work on Exterior stairs	1460		0				
40-30 Belleville	Interior Painting	1460		0				
40-30 Belleville	504 upgrades	1460		0				
40-30 Belleville	Infrastructure repairs	1450		0				
40-30 Belleville	Emergency Hurricane repairs	1460		0				

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

PHA Name: Mississippi Regional Housing Authority VIII		Grant Type and Number MS26P04050109 Capital Fund Program Grant No: Replacement Housing Factor Grant No:			Federal FY of Grant: 2009			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
40-30 Belleville	Landscaping	1450		0				
40-32 Dan Stepney	Contingency for Modernization Units damaged by fire or excessive deterioration not previously modernized	1460		0				
40-32 Dan Stepney	Interior Painting	1460		0				
40-32 Dan Stepney	504 upgrades	1460		0				
40-32 Dan Stepney	Infrastructure repairs	1450		0				
40-32 Dan Stepney	Hurricane repairs	1460		0				
40-32 Dan Stepney	Landscaping	1450		0				
40-34 Guice Place	Contingency for Modernization Units damaged by fire or excessive deterioration not previously modernized	1460		0				
40-34 Guice Place	Interior Painting	1460		0				
40-34 Guice Place	504 upgrades	1460		0				
40-34 Guice Place	Infrastructure repairs	1450		0				
40-34 Guice Place	Emergency Hurricane repairs	1460		0				
40-34 Guice Place	Landscaping	1450		0				
40-38 Frank Lee Homes	Contingency for Modernization Units damaged by fire or excessive deterioration not previously modernized	1460		0				
40-38 Frank Lee Hms	Interior Painting	1460		0				
40-38 Frank Lee Hms	504 upgrades	1460		0				
40-38 Frank Lee Hms	Infrastructure repairs	1450		0				
40-38 Frank Lee Hms	Emergency Hurricane repairs	1460		0				
40-38 Frank Lee Hms	Landscaping	1450		0				



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

<b>PHA Name: Mississippi Regional Housing Authority VIII</b>		<b>Grant Type and Number MS26P04050109</b> Capital Fund Program No: Replacement Housing Factor No:				<b>Federal FY of Grant: 2009</b>	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Operations	6/12/11			6/12/13			
Staff Development & Training	6/12/11			6/12/13			
Computer Upgrades Central Office & Sites	6/12/11			6/12/13			
Resident Initiative Cord. N. Salary & Benefits	6/12/11			6/12/13			
Resident Initiative Cord. S. Salary & Benefits	6/12/11			6/12/13			
Data Entry Clerk (W/O System) Salary & Benefits	6/12/11			6/12/12			
HQS Inspector Salary & Benefits	6/12/11			6/12/13			
HQS Inspector Salary & Benefits	6/12/11			6/12/13			
Investigator S. Salary & Benefits	6/12/11			6/12/13			
Investigator N. Salary & Benefits @ 60% Add. 40% will be paid by Section 8 Program	6/12/11			6/12/12			
Admin. Expenses (Supplies @ .0003% of Grant)	6/12/11			6/12/13			
Clerk Of Works Salary	6/12/11			6/12/12			

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

<b>PHA Name: Mississippi Regional Housing Authority VIII</b>		<b>Grant Type and Number MS26P04050109</b> Capital Fund Program No: Replacement Housing Factor No:					<b>Federal FY of Grant: 2009</b>	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
	Original	Revised	Actual	Original	Revised	Actual		
CGP Work Inspection Salary	6/12/11			6/12/13				
CGP Data Processor Salary	6/12/11			6/12/13				
Regional CGP Cord. Salary @ 75%	6/12/11			6/12/13				
CEO Salary @ 33%	6/12/11			6/12/13				
Accounting Salary @ 25%	6/12/11			6/12/13				
Benefits for 1410 Salaries	6/12/11			6/12/13				
CGP Audit	6/12/11			6/12/13				
A & E for CGP	6/12/11			6/12/13				
Stoves (50), Ref. (50), W/Heater (50), A/C or Heat Pump (50)	6/12/11			6/12/13				
Relocation Cost	6/12/11			6/12/13				
Contingency	6/12/11			6/12/13				
Interior Painting	6/12/11			6/12/13				
Landscaping	6/12/11			6/12/13				
Interior Renovations	6/12/11			6/12/13				
	6/12/11			6/12/13				

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

PHA Name: Mississippi Regional Housing Authority VIII		Grant Type and Number MS26P04050109 Capital Fund Program No: Replacement Housing Factor No:					Federal FY of Grant: 2009	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
	Original	Revised	Actual	Original	Revised	Actual		
40-02 Lewis/Brooks Contingency for Modernization Units damaged by fire or excessive deterioration not previously modernized.	6/12/11			6/12/13				
40-02 Lewis Brooks Emergency Hurr/rps	6/12/11			6/12/13				
40-02 504 upgrades	6/12/11			6/12/13				
40-02 Lewis/Brooks Interior Painting	6/12/11			6/12/13				
40-02 Infrastructure repairs	6/12/11			6/12/13				
40-02 Lewis/Brooks Landscaping	6/12/11			6/12/13				
40-03 Hyde / Glen Contingency for Modernization Units damaged by fire or excessive deterioration not previously modernized	6/12/11			6/12/13				
40-03 Hyde/Glen Interior Painting	6/12/11			6/12/13				
40-03 Infrastructure repairs	6/12/11			6/12/13				

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

<b>PHA Name: Mississippi Regional Housing Authority VIII</b>		<b>Grant Type and Number MS26P04050109</b> Capital Fund Program No: Replacement Housing Factor No:					<b>Federal FY of Grant: 2009</b>	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
	Original	Revised	Actual	Original	Revised	Actual		
40-03 Emergency Hurr/repairs	6/12/11			6/12/13				
40-03 504 upgrades	6/12/11			6/12/13				
40-03 Hyde/Glen Landscaping	6/12/11			6/12/13				
40-04 Lad/Jones Contingency for Modernization Units damaged by fire or excessive deterioration not previously modernized.	6/12/11			6/12/13				
40-04 Lad/Jones Interior Painting	6/12/11			6/12/13				
40-04 Infrastructure repairs	6/12/11			6/12/13				
40-04 504 upgrades	6/12/11			6/12/13				
40-04 Emergency Hurr/Repairs	6/12/11			6/12/13				
40-04 Lad/Jones Landscaping	6/12/11			6/12/13				

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

PHA Name: Mississippi Regional Housing Authority VIII		Grant Type and Number MS26P04050109 Capital Fund Program No: Replacement Housing Factor No:					Federal FY of Grant: 2009	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
	Original	Revised	Actual	Original	Revised	Actual		
40-06 Hinson Homes Contingency for Modernization Units damaged by fire or excessive deterioration not previously modernized.	6/12/11			6/12/13				
40-06 Hinson Interior Painting	6/12/11			6/12/13				
40-06 Infrastructure repairs	6/12/11			6/12/13				
40-06 504 upgrades	6/12/11			6/12/13				
40-06 asbestos abatement	6/12/11			6/12/13				
40-06 Emergency Hurr/repairs	6/12/11			6/12/13				
40-06 Hinson Landscaping	6/12/11			6/12/13				
40-10 Hill/Northside Contingency for Modernization Units damaged by fire or excessive deterioration not previously modernized	6/12/11			6/12/13				
40-10 Hill Northside Interior Painting	6/12/11			6/12/13				



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

<b>PHA Name: Mississippi Regional Housing Authority VIII</b>		<b>Grant Type and Number MS26P04050109</b> Capital Fund Program No: Replacement Housing Factor No:					<b>Federal FY of Grant: 2009</b>	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
	Original	Revised	Actual	Original	Revised	Actual		
40-10 Infrastructure repairs	6/12/11			6/12/13				
40-10 504 upgrades	6/12/11			6/12/13				
40-10 Hill/ Northside Landscaping	6/12/11			6/12/13				
40-10 Emergency Hurr/repairs	6/12/11			6/12/13				
40-12 Brooks Addition Contingency for Modernization Units damaged by fire or excessive deterioration not previously modernized.	6/12/11			6/12/13				
40-12 Brooks Addition Interior Painting	6/12/11			6/12/13				
40-12 Infrastructure repairs	6/12/11			6/12/13				
40-12 504 upgrades	6/12/11			6/12/13				
40-12 Emergency Hurr/repairs	6/12/11			6/12/13				
40-12 Brooks Addition Landscaping	6/12/11			6/12/13				

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

PHA Name: Mississippi Regional Housing Authority VIII		Grant Type and Number MS26P04050109 Capital Fund Program No: Replacement Housing Factor No:					Federal FY of Grant: 2009
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
40-13 Wash/Roos Contingency for Modernization Units damaged by fire or excessive deterioration not previously modernized	6/12/11			6/12/13			
40-13 Wash/Roos Interior Painting	6/12/11			6/12/13			
40-13 Infrastructure repairs	6/12/11			6/12/13			
40-13 504 upgrades	6/12/11			6/12/13			
40-13 Emergency Hurr/repairs	6/12/11			6/12/13			
40-13 Wash/Roos Landscaping	6/12/11			6/12/13			
40-16 Jones/Cole Contingency for Modernization Units damaged by fire or excessive deterioration not previously modernized.	6/12/11			6/12/13			
40-16 Jones / Cole Interior Painting	6/12/11			6/12/13			
40-16 Infrastructure repairs	6/12/11			6/12/13			

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

PHA Name: Mississippi Regional Housing Authority VIII		Grant Type and Number MS26P04050109 Capital Fund Program No: Replacement Housing Factor No:					Federal FY of Grant: 2009	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
	Original	Revised	Actual	Original	Revised	Actual		
40-16 504 upgrades	6/12/11			6/12/13				
40-16 Emergency Hurr/repairs	6/12/11			6/12/13				
40-16 Jones / Cole Landscaping	6/12/11			6/12/13				
40-18 Jones Addition Contingency for Modernization Units damaged by fire or excessive deterioration not previously modernized.	6/12/11			6/12/13				
40-18 Jones Addition Interior Painting	6/12/11			6/12/13				
40-18 504 upgrades	6/12/11			6/12/13				
40-18 Infrastructure repairs	6/12/11			6/12/13				
40-18 Emergency Hurr/repairs	6/12/11			6/12/13				
40-18 Jones Addition	6/12/11			6/12/13				
40-20 Bayou Cassotte Contingency for Modernization Units damaged by fire or excessive deterioration not previously modernized.	6/12/11			6/12/13				

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

<b>PHA Name: Mississippi Regional Housing Authority VIII</b>		<b>Grant Type and Number MS26P04050109</b> Capital Fund Program No: Replacement Housing Factor No:					<b>Federal FY of Grant: 2009</b>	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
	Original	Revised	Actual	Original	Revised	Actual		
40-20 Bayou Cassotte Interior Painting	6/12/11			6/12/13				
40-20 Infrastructure repairs	6/12/11			6/12/13				
40-20 504 upgrades	6/12/11			6/12/13				
40-20 Emergency Hurr/repairs	6/12/11			6/12/13				
40-20 Bayou Cassotte Landscaping	6/12/11			6/12/13				
40-26 Pecan Circle Contingency for Modernization Units damaged by fire or excessive deterioration not previously modernized.	6/12/11			6/12/13				
40-26 Pecan Circle Interior Painting	6/12/11			6/12/13				
40-26 Infrastructure repairs	6/12/11			6/12/13				
504 upgrades	6/12/11			6/12/13				
40-26 Emergency Hurr/repairs	6/12/11			6/12/13				
40-26 Pecan Circle Landscaping	6/12/11			6/12/13				

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

PHA Name: Mississippi Regional Housing Authority VIII		Grant Type and Number MS26P04050109 Capital Fund Program No: Replacement Housing Factor No:					Federal FY of Grant: 2009	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
	Original	Revised	Actual	Original	Revised	Actual		
40-27 HC Patterson Contingency for Modernization Units damaged by fire or excessive deterioration not previously modernized.	6/12/11			6/12/13				
40-27 HC Patterson Interior Painting	6/12/11			6/12/13				
40-27 504 upgrades	6/12/11			6/12/13				
40-27 Infrastructure repairs	6/12/11			6/12/13				
40-27 Emergency Hurr/repairs	6/12/11			6/12/13				
40-27 HC Patterson Landscaping	6/12/11			6/12/13				
40-28 Hillsdale Contingency for Modernization Units damaged by fire or excessive deterioration not previously modernized.	6/12/11			6/12/13				
40-28 Hillsdale Interior Painting	6/12/11			6/12/13				
40-28 Infrastructure repairs	6/12/11			6/12/13				

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

PHA Name: Mississippi Regional Housing Authority VIII		Grant Type and Number MS26P04050109 Capital Fund Program No: Replacement Housing Factor No:					Federal FY of Grant: 2009	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
	Original	Revised	Actual	Original	Revised	Actual		
40-28 Emergency Hurr/repairs	6/12/11			6/12/13				
40-28 504 upgrades	6/12/11			6/12/13				
40-28 Hillsdale Landscaping	6/12/11			6/12/13				
40-30 Belleville Contingency for Modernization Units damaged by fire or excessive deterioration not previously modernized.	6/12/11			6/12/13				
40-30 Belleville Interior Painting	6/12/11			6/12/13				
40-30 Infrastructure repairs	6/12/11			6/12/13				
40-30 exterior stairs	6/12/11			6/12/13				
40-30 504 upgrades	6/12/11			6/12/13				
40-30 Emergency Hurr/repairs	6/12/11			6/12/13				
40-30 Belleville Landscaping	6/12/11			6/12/13				

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

PHA Name: Mississippi Regional Housing Authority VIII		Grant Type and Number MS26P04050109 Capital Fund Program No: Replacement Housing Factor No:					Federal FY of Grant: 2009	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
	Original	Revised	Actual	Original	Revised	Actual		
40-32 Dan Stepney Contingency for Modernization Units damaged by fire or excessive deterioration not previously modernized.	6/12/11			6/12/13				
40-32 Dan Stepney Interior Painting	6/12/11			6/12/13				
40-32 Infrastructure repairs	6/12/11			6/12/13				
40-32 504 upgrades	6/12/11			6/12/13				
40-32 Emergency Hurr/repairs	6/12/11			6/12/13				
40-32 Dan Stepney Landscaping	6/12/11			6/12/13				
40-34 Guice Place Contingency for Modernization Units damaged by fire or excessive deterioration not previously modernized.	6/12/11			6/12/13				
40-34 Guice Place Interior Painting	6/12/11			6/12/13				
40-34 Infrastructure repairs	6/12/11			6/12/13				

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

<b>PHA Name: Mississippi Regional Housing Authority VIII</b>		<b>Grant Type and Number MS26P04050109</b> Capital Fund Program No: Replacement Housing Factor No:					<b>Federal FY of Grant: 2009</b>	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
	Original	Revised	Actual	Original	Revised	Actual		
40-34 Emergency Hurr/repairs	6/12/11			6/12/13				
40-34 504 upgrades	6/12/11			6/12/13				
40-34 Guice Place Landscaping	6/12/11			6/12/13				
40-38 Frank Lee Homes Landscaping	6/12/11			6/12/13				
40-38 Frank Lee Homes Interior Painting	6/12/11			6/12/13				
40-38 Infrastructure repairs	6/12/11			6/12/13				
40-38 Emergency Hurr/repairs	6/12/11			6/12/13				
40-38 504 upgrades	6/12/11			6/12/13				
40-38 Frank Lee Homes Contingency for Modernization Units damaged by fire or excessive deterioration not previously modernized.	6/12/11			6/12/13				



## Capital Fund Program Five-Year Action Plan

### Part I: Summary

PHA Name Mississippi Regional Housing Authority VIII		<input checked="" type="checkbox"/> <b>Original 5-Year Plan</b> <input type="checkbox"/> <b>Revision No: 01</b>			
Development Number/Name/HA- Wide	Year 1 2009	Work Statement for Year 2 FFY Grant: PHA FY: 2010	Work Statement for Year 3 FFY Grant: PHA FY: 2011	Work Statement for Year 4 FFY Grant: PHA FY: 2012	Work Statement for Year 5 FFY Grant: PHA FY: 2013
HA Wide	<b>Annual Statement</b>	Operations - \$400,000	Operations - \$400,000	Operations - \$400,000	Operations - \$400,000
HA Wide		Management Improvements - \$134,362	Management Improvements - \$134,362	Management Improvements - \$134,362	Management Improvements - \$134,362
HA Wide		Administration - \$200,000	Administration - \$200,000	Administration - \$200,000	Administration - \$200,000
HA Wide		Audit - \$1,000	Audit - \$1,000	Audit - \$1,000	Audit - \$1,000
HA Wide		Fees & Costs - \$250,000	Fees & Costs - \$250,000	Fees & Costs - \$250,000	Fees & Costs - \$200,000
HA Wide		Site Improvement - \$50,000	Site Improvement - \$50,000	Site Improvement - \$50,000	Site Improvement - \$50,000
HA Wide		Dwelling Structures - \$100,000	Dwelling Structures - \$839,638	Dwelling Structures - \$839,638	Dwelling \$889,638
HA Wide		Dwelling Equipment - \$40,000	Dwelling Equipment - \$50,000	Dwelling Equipment - \$50,000	Dwelling Equipment - \$50,000
HA Wide		Relocation Costs - \$25,000	Relocation Costs - \$25,000	Relocation Costs - \$25,000	Relocation Costs - \$25,000
HA Wide		Contingency - \$50,000	Contingency - \$50,000	Contingency - \$50,000	Contingency - \$50,000
HA Wide		Demolition - \$149,638			
HA Wide		Non Dwelling - \$600,000			
Physical Improvements Subtotal		\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000

Capital Fund Program Five-Year Action Plan

**Part II: Supporting Pages—Work Activities**

Activities for Year 1	Activities for Year : 2010 FFY Grant: PHA FY: 2010			Activities for Year: 2011 FFY Grant: PHA FY: 2011		
	<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>	<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>
	HA Wide	<i>1406 Operations</i>	400,000	HA Wide	<i>1406 Operations</i>	400,000
	HA Wide	<i>1408 Management Imp.</i>	134,362	HA Wide	<i>1408 Management Imp</i>	134,362
	HA Wide	<i>1410 Administration</i>	200,000	HA Wide	<i>1410 Administration</i>	200,000
	HA Wide	<i>1411 Audit</i>	1000	HA Wide	<i>1411 Audit</i>	1000
	HA Wide	<i>1430 Fee and Costs</i>	250,000	HA Wide	<i>1430 Fees &amp; Costs</i>	250,000
	HA Wide	<i>1450 Site Improvement</i>	50,000	HA Wide	<i>1450 Site Improvement</i>	50,000
	HA Wide	<i>1465.1 Dwelling Equip</i>	40,000	HA Wide	<i>1465.1 Dwelling Equip</i>	50,000
	HA Wide	<i>1495 Relocation Costs</i>	25,000	HA Wide	<i>1495 Relocation Costs</i>	25,000
	H/A Wide	<i>1501 Bond Debt Service</i>	0	H/A Wide	<i>1501 Bond Debt Service</i>	0
	HA Wide	<i>1502 Contingency</i>	50,000	HA Wide	<i>1502 Contingency</i>	50,000
Statement	H/A Wide	1460 Interior Painting	100,000	H/A Wide	<i>1460 Interior Painting</i>	100,000
	HA Wide	1470 Interior Renovations	600,000	40-38 Frank Lee Homes	1470 Office rebuild	500,000

	HA Wide	1460 Emergency Hurricane Repairs	0	HA Wide	1460 Emergency Hurricane Repairs	0
	HA Wide	1485 Demolition	149,638			
				40-38 Frank Lee	1460 Interior Rehab	239,638
Total CFP Estimated Cost			\$2,000,000			\$2,000,000

Capital Fund Program Five-Year Action Plan

**Part II: Supporting Pages—Work Activities**

Activities for Year : 2012 FFY Grant: PHA FY: 2012			Activities for Year: 2013 FFY Grant: PHA FY: 2013		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
HA Wide	<i>1406 Operations</i>	400,000	HA Wide	<i>1406 Operations</i>	400,000
HA Wide	<i>1408 Management Imp</i>	134,362	HA Wide	<i>1408 Operations</i>	134,362
HA Wide	<i>1410 Administration</i>	200,000	HA Wide	<i>1410 Administration</i>	200,000
HA Wide	<i>1411 CGP Audit</i>	1000	HA Wide	<i>1411 CGP Audit</i>	1000
HA Wide	<i>1430 Fees &amp; Costs</i>	250,000	HA Wide	<i>1430 Fees &amp; Costs</i>	150,000
HA Wide	<i>1450 Site Improvement</i>	50,000	HA Wide	<i>1450 Site Improvement</i>	100,000
HA Wide	<i>1465.1 Stoves/REF/AC</i>	50,000	HA Wide	<i>1465.1 Stoves,ref/AC</i>	839,638
HA Wide	<i>1495.1 Relocation Costs</i>	25,000	HA Wide	<i>1495.1 Relocation Costs</i>	25,000
H/A Wide	<i>1501 Bond Debt Service</i>	0	H/A Wide	<i>Bond Debt Service</i>	0
HA Wide	<i>1502 Contingency</i>	50,000	HA Wide	<i>1502 Contingency</i>	50,000
HA Wide	<i>1460 re-roof</i>	739,638	H/A Wide	<i>1460 Interior Painting</i>	100,000
<i>H/A Wide</i>	1460 Paint interiors	100,000			

Total CFP Estimated Cost		\$2,000,000			\$2,000,000



**HOUSING CHOICE VOUCHER PROGRAM  
ADMINISTRATIVE PLAN**

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**Mississippi Regional Housing Authority, Gulfport, Mississippi**

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January 1, 2009

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**HOUSING CHOICE VOUCHER PROGRAM ADMINISTRATIVE PLAN  
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# HOUSING CHOICE VOUCHER PROGRAM ADMINISTRATIVE PLAN

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## **1.0 EQUAL OPPORTUNITY**

### **1.1 FAIR HOUSING**

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

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

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

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

The areas of operation will be the following fourteen (14) southern most counties of Mississippi: Covington, Forrest, George, Greene, Hancock, Harrison, Jackson, Jones, Lamar, Marion, Pearl River, Perry, Stone and Wayne.

### **1.2 REASONABLE ACCOMMODATION**

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Mississippi Regional Housing Authority VIII Housing Choice Voucher Programs and related services. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they

make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Mississippi Regional Housing Authority VIII will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Mississippi Regional Housing Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

### **1.3 COMMUNICATION**

Anyone requesting an application will also receive a Request for Reasonable Accommodation Form if requested in writing.

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

All decisions granting or denying requests will be in writing.

### **1.4 SERVICES FOR NON -ENGLISH SPEAKING PERSONS**

The Mississippi Regional Housing Authority VIII will endeavor to provide access to people who speak languages other than English to assist non-English speaking families.

### **1.5 FAMILY/OWNER OUTREACH**

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

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

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

The Mississippi Regional Housing Authority VIII will hold briefings for owners who participate in or who are seeking information about the Housing Choice Voucher Program. The briefings are intended to:

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

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

#### **1.6 RIGHT TO PRIVACY**

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

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

#### **1.7 REQUIRED POSTINGS**

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

- A. The Housing Choice Voucher Administrative Plan
- B. Notice of the status of the waiting list (opened or closed)
- C. Address of all Mississippi Regional Housing Authority VIII Assisted Housing Division office, office hours, telephone numbers, TDD numbers, and hours of operation
- D. Income Limits for Admission
- E. Informal Review and Informal Hearing Procedures
- F. Fair Housing Poster

- G. Equal Opportunity in Employment Poster

## **2.0 MISSISSIPPI REGIONAL HOUSING AUTHORITY VIII/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY**

This Section outlines the responsibilities and obligations of the Mississippi Regional Housing Authority VIII (MRHA VIII), the Housing Choice Voucher Owners/Landlords, and the participating families.

### **2.1 MISSISSIPPI REGIONAL HOUSING AUTHORITY VIII RESPONSIBILITIES**

- A. MRHA VIII will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the MRHA VIII Housing Choicer Voucher Administrative Plan.
- B. In administering the program, MRHA VIII will:
  - 1. Publish and disseminate information about the availability and nature of housing assistance under the program;
  - 2. Explain the program to owners and families;
  - 3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
  - 4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;
  - 5. Affirmatively further fair housing goals and comply with equal opportunity requirements;
  - 6. Make efforts to help people with disabilities find satisfactory housing through our partnerships with advocates for people with disabilities;
  - 7. Receive applications from families, determine family eligibility, maintain the waiting list, select applicants, issue a housing choice voucher to each selected family, and provide housing information to families selected;
  - 8. Determine who can live in the assisted unit at admission and during the family's participation in the program;

9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;
10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;
11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;
12. Determine the amount of the housing assistance payment for a family;
13. Determine the maximum rent to the owner and whether the rent is reasonable;
14. Make timely housing assistance payments to an owner in accordance with the HAP contract;
15. Examine family income, size and composition at admission and at least annually during the family's participation in the program. The examination includes verification of income and other family information;
16. Establish and adjust the utility allowance;
17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by MRHA VIII, if the owner defaults (e.g., HQS violation);
18. Determine whether to terminate assistance to a tenant family for violation of family obligations;
19. Conduct informal reviews of certain MRHA VIII decisions concerning applicants for participation in the program;
20. Conduct informal hearings on certain MRHA VIII decisions concerning tenant families;
21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits;
22. Administer an FSS program; and
23. Electronically submit form HUD 50058.

## **2.2 OWNER RESPONSIBILITY**

- A. The owner is responsible for performing all of the owner's obligations under the

HAP contact and the lease.

B. The owner is responsible for:

1. Performing all management and rental functions for the assisted unit, including selecting a housing choice voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit (screening the tenant).
2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
3.    Complying with equal opportunity requirements.
4.    Complying with the Housing Assistance Program contract (HAP).
5.    Preparing and furnishing to MRHA VIII information required under the HAP contract.
6.    Collecting from the family:
  - a.      Any security deposit required under the lease.
  - b.      The tenant contribution (the part of rent to owner not covered by the housing assistance payment).
  - c.      Any charges for unit damage by the family.
7.    Entering into a lease and enforcing tenant obligations under the lease.
8.    Including in the lease a clause that provides that engaging in drug-related criminal activity on or near the premises by the tenant, household member, guest, or any person under the tenant's control is grounds for the owner to terminate tenancy. In addition, the lease must also provide that the owner may evict a family when the owner determines that a household member is illegally using a drug or when the owner determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants.
9.    Paying for utilities and services (unless paid by the family under the lease.)

C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities (see 24 CFR 100.203) as reasonable accommodation.



- D. The owner is responsible for notifying MRHA VIII sixty (60) calendar days prior to any rent increase.

### 2.3 ***OBLIGATIONS OF THE TENANT***

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

- A. Supplying required information.

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

- B. Responsible for specific HQS breaches

- C. Allowing MRHA VIII Inspection

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

- D. Violation of Lease

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

- E. Family Notice of Move or Lease Termination

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

- F. Owner Eviction Notice

The family must promptly give MRHA VIII a copy of any owner eviction notice it receives.

G. Use and Occupancy of the Unit

1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
2. MRHA VIII must approve the composition of the assisted family residing in the unit. The family must inform MRHA VIII within ten (10) business days of the birth, adoption or court-awarded custody of a child. The family must request approval from MRHA VIII to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).
3. The family must notify MRHA VIII within ten (10) business days if any family member no longer resides in the unit.
4. If MRHA VIII has given approval, a foster child/foster adult or a live-in aide may reside in the unit. MRHA VIII has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when MRHA VIII consent may be given or denied.
5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with the lease, zoning requirements and the affected household member must obtain all appropriate licenses.
6. The family must not sublease or let the unit.
7. The family must not assign the lease or transfer the unit.

H. Absence from the Unit

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

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 calendar days. The family must request permission from MRHA VIII for absences exceeding 30 calendar days. MRHA VIII will make a determination within 5 business days of the request. An

authorized absence may not exceed 180 calendar days. Any family absent for more than 30 calendar days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

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

I. Interest in the Unit

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

J. Fraud and Other Program Violation

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

K. Crime by Family Members

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

L. Other Housing Assistance

An assisted family, or members of the family, may not receive Housing Choice Voucher tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

M. Alcohol and/or Drug Abuse By Household Members

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

## 3.0 ELIGIBILITY FOR ADMISSION

### 3.1 INTRODUCTION

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

### 3.2 ELIGIBILITY CRITERIA

#### A. Family status -

1. A **family with or without children**. Such a family is defined as a group of people related by blood, or marriage (brother/sister, half-brother/sister (one parent is the same), step-brother/sister (one single parent marries another single parent), first cousin (one parent's brother or sister's child), ~~aunt/uncle (one parent's brother or sister), grandmother/father (one parent's mother or father)~~, who have the legal capacity to enter into a lease under state and local law. The temporary absence of a child from the home due to placement in fostercare shall not be considered in determining family composition and family size.

Deleted: aunt

2. An **elderly family** is:

- a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
- b. Two or more persons who are at least 62 years of age living together; or
- c. One or more persons who are at least 62 years of age living with one or more live-in aides.

3. A **near-elderly family** is:

- a. A family whose head and spouse, or sole member is at least 50 years of age but below the age of 62;
- b. Two or more persons who are at least 50 years of age but below the age of 62 living together; or

- c. One or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.
4. A **disabled family** is:
- a. A family whose head, spouse, or sole member is a person with disabilities;
  - b. Two or more persons with disabilities living together; or
  - c. One or more persons with disabilities living with one or more live-in aides.
  - d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.
5. A **displaced family** is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. This includes individuals or families who have received a written condemnation notice from cities within MRHA VIII's jurisdiction indicating condemnation of their rental unit is imminent. Renters who damage the rental home or are otherwise responsible for causing the condemnation, are not eligible for this preference.
6. A **remaining member of a tenant family** is a family member of an assisted family who remains in the unit when other family members have left the unit.
7. A **single person** who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.
- B. Income eligibility
1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the HCVP, be a family that is:
- a. A low income, very low-income or extremely low-income family;
  - b. A low-income family continuously assisted under the 1937 Housing Act, including families relocated from public housing for the convenience of the agency (continuously assisted families are not counted against the income targeting requirements);

- c. A low-income family that meets additional eligibility criteria specified by the Housing Authority;
  - d. A low-income family that is a non-purchasing tenant in a HOPE 1 or HOPE 2 project or a property subject to a tenant homeownership program under 24 CFR 248.173;
  - e. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing;
- 2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises, the assistance will decrease.
  - 3. The applicable income limit for issuance of a housing choice voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the housing choice voucher to rent a unit in an area where the family is income eligible at admission to the program.
  - 4. Families who are moving into MRHA VIII's jurisdiction under portability and have the status of applicant rather than of tenant at their initial housing authority must meet the income limit for the area where they are initially assisted under the program.
  - 5. Families who are moving into MRHA VIII's jurisdiction under portability and are already program tenants at their initial housing authority do not have to meet the income eligibility requirement for the MRHA VIII program.
  - 6. Income limit restrictions do not apply to families transferring units within MRHA VIII's Housing Choice Voucher Program.

C. Citizenship/Eligible Immigrant status

To be eligible for a housing choice voucher at least one member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)) or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic

of Palau. However, people in the last category are not entitled to housing assistance in preference to any United States citizen or national tenant within Guam.

#### Family eligibility for assistance

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

#### D. Social Security Number Documentation

1. To be eligible, all family members 6 years of age and older must provide a Social Security Number or certify that they do not have one. Refusal to provide a Social Security number or a certification renders an applicant ineligible to participate in the program. Adults must certify for minors.
2. If applicants indicate they have a Social Security number but cannot readily verify the number, the family cannot be assisted until verification is provided and shall be given sixty (60) days to provide the verification. If verification is not provided within the time allowed, the family should be denied admission or may have their assistance terminated.
3. If the Social Security card is not available, MRHA VIII will accept letters from the Social Security Administration that establish and state the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. A driver's license, military ID, passport or other official documents that establishes and states the number is also acceptable.

#### E. Signing Consent Forms

1. In order to be eligible each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:

- a. A provision authorizing HUD and MRHA VIII to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
- b. A provision authorizing HUD or MRHA VIII to verify with previous or current employers or other sources of income information pertinent to the family's eligibility for or level of assistance;
- c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits;
- d. A statement allowing MRHA VIII permission to access the applicant's criminal record with any and all police and/or law enforcement agencies; and
- e. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

F. Suitability for tenancy

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

G. Special College Student Eligibility Rules

No assistance shall be provided under section 8 of the 1937 Act to any individual who:

- 1. Is enrolled as a student at an institution of higher education, as defined under section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002);
- 2. Is under 24 years of age;



3. Is not a veteran of the United States military;
4. Is unmarried;
5. Does not have a dependent child; and
6. Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive assistance under section 8 of the 1937 Act.

## **4.0 MANAGING THE WAITING LIST**

### **4.1 OPENING AND CLOSING THE WAITING LIST**

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

The notice will state that applicants already on waiting lists for other Housing Choice Voucher Programs must apply separately for this program, and that such applicants will not lose their place on other waiting lists when they apply for the HCVP.

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

### **4.2 TAKING APPLICATIONS**

Families wishing to apply for the HCVP will be required to complete an application for housing assistance. Applications will be accepted Monday to Friday 9:00 a.m. to 4:00 p.m. at:

10430 Three Rivers Road, Gulfport  
4692 U.S. Hwy 49 South, Hattiesburg  
4324 Peters Street, Moss Point

Applications are taken to compile a waiting list. Due to the demand for HCVP assistance in MHRA VIII's jurisdiction, MRHA VIII may take applications on an open enrollment basis, depending on the length of the waiting list.

When the waiting list is open, completed applications will be accepted from all applicants. MRHA VIII will later verify the information in the applications relevant to the applicant's eligibility, admission, and level of benefit.

Applications will be mailed to interested families upon request. The completed application will be dated and time stamped upon its return to MRHA VIII.

Persons with disabilities who require a reasonable accommodation in completing an application may call MRHA VIII to make special arrangements to complete their application. MRHA VIII uses a service for the hearing impaired via a Telecommunication Device for the Deaf (TDD). The TDD telephone number is 711, 1-800-855-1000, 1-800-582-2233 or 1-800-855-1234 .

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

#### **4.3 ORGANIZATION OF THE WAITING LIST**

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

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

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

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

#### **4.4 MISSED APPOINTMENTS**

All applicants who fail to keep a scheduled appointment with the housing authority will be sent a notice withdrawing their name from the waiting list.

#### **4.5 PURGING THE WAITING LIST**

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

#### **4.6 REMOVAL OF APPLICANTS FROM THE WAITING LIST**

The housing authority will not remove an applicant's name from the waiting list unless:

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

The reason for all removals from the waiting list will not violate the rights of a disabled person under HUD regulations and requirements. This action will be carefully documented in the applicant's file and retained for three years from the date the file is closed.

#### **4.7 GROUNDS FOR DENIAL**

MRHA VIII will deny assistance to applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Fail to respond to a written request for information or a request to declare their continued interest in the program;
- D. Fail to complete any aspect of the application or lease-up process;
- E. Have a family member who was evicted from federally assisted housing within the past three years because of drug-related criminal activity. The three year limit is based on the date of such eviction, not the date the crime was committed.

However, the housing authority may admit the household if it determines:

1. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by MRHA VIII; or
  2. The circumstances leading to the eviction no longer exist (for example, the criminal household member is imprisoned or has died).
- F. Have a household member who is currently engaging in illegal use of a drug;
- G. Have a household member whose illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other tenants;
- H. Have a household member who has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing;
- I. Have a household member who is subject to a lifetime registration requirement under a State sex offender registration program;
- J. Have a household member whose abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other tenants;
- K. Have a household member who is a fugitive felon, parole violator or person fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;
- L. Have a household member who is currently engaged in, or has engaged in the following during the last three (3) years before the projected date of admission:
1. Drug-related criminal activity;
  2. Violent criminal activity;
  3. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other tenants or persons residing in the immediate vicinity; or

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

- M. Have a family member who violated any family obligations under previous participation in the program;

- N. Have a family member who has been evicted from federally assisted housing in the last three years;
- O. Have a family member that the housing authority ever terminated assistance for under the program;
- P. Have a family member who has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- Q. Currently owes rent or other amounts to MRHA VIII or to another housing authority in connection with the HCVP assistance under the 1937 Act;
- R. Have not reimbursed any housing authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
- S. Have breached an agreement with MRHA VIII to pay amounts owed to a housing authority or amounts paid to an owner by a housing authority;
- T. Have engaged in or threatened abusive or violent behavior towards any MRHA VIII staff member or tenant;
- U. If a welfare-to-work (WTW) family fails, willfully and persistently, to fulfill its obligations under the welfare-to-work voucher program.

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

#### **4.8 DISCRETION TO CONSIDER CIRCUMSTANCES**

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

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

#### **4.9 NOTIFICATION OF NEGATIVE ACTIONS**

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

#### **4.10 INFORMAL REVIEW**

If MRHA VIII determines that an applicant does not meet the criteria for receiving HCVP assistance, the housing authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within 10 business days of the denial. The housing authority will describe how to obtain the informal review. The informal review process is described in Section 16.2 of this Plan.

### **5.0 SELECTING FAMILIES FROM THE WAITING LIST**

#### **5.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS**

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

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

#### **5.2 PREFERENCES**

Consistent with MRHA VIII's Agency Plan, the housing authority will select families based on the following preferences based on local housing needs and priorities.

- A. Elderly/Disabled: A family whose head or spouse or sole member is at least sixty-two (62) years of age, or a Disabled Family, or disabled persons living together, or

one or more such persons living with another person who is determined to be essential to his/her care and well-being.

- B. Displaced person(s): Individuals or families displaced by public or private action. This Preference includes individuals or families who have received a written condemnation notice from the local government entity within MRHA VIII' jurisdiction indicating condemnation of their rental unit is imminent. Renters who damage the rental home or are otherwise responsible for causing the condemnation are not eligible for this preference.
- C. Families with an adult member employed full-time for the past 12 months (full-time is at least 30 hours per week); graduated from or enrolled full-time in an accredited institution of higher education (university, college, or community college). Full-time students must have completed at least the first year of their academic requirements and continuing. College graduates must be gainfully employed to receive this preference.
- D. All other applicants.

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

### **5.3 SELECTION FROM THE WAITING LIST**

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

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

If MRHA VIII determines that an applicant does not qualify for a local preference claimed by an applicant, the housing authority would give the applicant a written notice of the determination and state that the applicant has the right to meet with a housing authority representative to review the determination. The meeting will be conducted by any person or persons designated by the housing authority, which may be an officer or employee of the housing authority, other than the person who made or reviewed the determination or a subordinate of this person. Applicants may exercise other rights if they believe they have been discriminated against. Administrative review requirements apply only to whether the applicant meets the criteria for a preference. They do not apply to the system for applying preferences or alternative definitions.

## 6. ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)

The housing authority will issue a housing choice voucher for a particular bedroom size – the bedroom size is a factor in determining the family’s level of assistance. The following guidelines will determine each family’s unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	4	6
4	6	8
5	8	10

These standards are based on the assumption that there will be 2 persons per bedroom or living/sleeping room.

In determining bedroom size, the MRHA VIII will include the presence of children being born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children currently under a 50% or more joint custody decree, children who are temporarily away at school or temporarily in foster-care and in the presence of a live-in aide. The family of a live-in aide will not be considered in determining bedroom size. A family consisting of a pregnant woman (with no other persons) will be treated as a two-person family.

- A. A single person will be allocated a one bedroom unit.
- B. A married couple who has one (1) child will be allocated a two-bedroom unit regardless of the age of the child.
- C. A single head of household who has one (1) child that has reached 3 years of age will be allocated a two-bedroom unit.
- D. A single head of household who has three (3) children of the same sex, under the age of nine (9) will be allocated a two-bedroom unit
- E. A single head of household with three (3) children of the opposite sex who are under the age of six (6) will be allocated a two-bedroom unit.
- F. Live-in aide may be assigned a private bedroom with proper documentation and MRHA VIII approval. If the HCVP participant leaves the unit, the live-in aide is not considered a “remaining” family member or program participant and does not receive any assistance for continued occupancy of the unit.



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

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

## **6.1 BRIEFING**

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

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

The briefing will cover at least the following subjects:

- A. A description of how the program works;
- B. Family and owner responsibilities;
- C. Where the family may rent a unit, including inside and outside the housing authority's jurisdiction;
- D. Types of eligible housing;
- E. For families qualified to lease a unit outside the housing authority's jurisdiction under portability, an explanation of how portability works;
- F. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and

- G. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard when the family initially rents a unit and the fact that the family may have to pay a security deposit from its own funds;

## 6.2 *PACKET*

During the briefing, the housing authority will give the family a packet covering at least the following subjects:

- A. The term of the housing choice voucher and MRHA VIII's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;
- B. How the housing authority determines the Housing Assistance Payment and total tenant payment for the family;
- C. Information on the payment standard, exception payment standard rent areas, and the utility allowance schedule;
- D. How the housing authority determines the maximum rent for an assisted unit;
- E. Where the family may lease a unit. For families qualified to lease outside the housing authority's jurisdiction, the packet includes an explanation of how portability works;
- F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;
- G. The request for approval of the tenancy form and an explanation of how to request MRHA VIII approval of a unit;
- H. A statement of the housing authority's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the housing authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses. Upon request, the housing authority will also supply any factual information or third party verification relating to the applicant's history as a tenant or their ability to comply with material standard lease terms or any history of drug trafficking, drug-related criminal activity or any violent criminal activity;
- I. The housing authority's subsidy standards, including when the housing authority will consider granting exceptions to the standards;
- J. The HUD brochure on how to select a unit ("A Good Place to Live");

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

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

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

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign 1) a proposed lease, 2) the HUD required tenancy addendum, 3) the request for approval of the tenancy form and 4) if applicable, an "intent to vacate notice" signed by the public housing property manager. The terms of the HUD tenancy addendum shall prevail over any conflicting provisions of the lease. The family will submit the proposed lease and the request form to the housing authority during the term of the housing choice voucher.

Deleted:

Screening is the responsibility of the owner.

#### **6.4 TERM OF THE HOUSING CHOICE VOUCHER**

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

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

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

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

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

#### **6.5 APPROVAL TO LEASE A UNIT**

The housing authority will approve a lease if all of the following conditions are met:

- A. The unit is eligible;
- B. The unit is inspected by the housing authority and passes HQS;
- C. The lease is approvable and includes the following;
  1. The names of the owner and the tenant;
  2. The address of the unit rented;

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

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

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

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

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

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

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

**6.6 MISSISSIPPI REGIONAL HOUSING AUTHORITY VIII DISAPPROVAL OF OWNER**

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

- A. The owner has violated any obligations under a Housing Choice Voucher Housing Assistance Payments Contract;
- B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal Housing Choice Voucher Program;
- C. The owner has engaged in drug-related criminal activity or any violent criminal activity;
- D. The owner has a history or practice of non-compliance with HQS for units leased under the HCVP or with applicable housing standards for units leased with project-based HCVP assistance or leased under any other Federal Housing Choice Voucher Program;
- E. The owner has a history or practice of renting units that fail to meet State or local codes;
- F. The owner has not paid State or local real estate taxes, fines, or assessments;
- G. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:
  - 1. premises by tenants, MRHA VIII employees or owner employees; or
  - 2. residences by neighbors;
- G. If the owner is the parent, child, grandparent, grandchild, sister, or brother or any member of the family of an applicant seeking the initial use of a Housing Choice Voucher (currently shopping) unless MRHA VIII determines that approving the

unit would provide reasonable accommodation for a family member who is a person with disabilities;

- H. The housing authority has been informed by HUD that the federal government has instituted an administrative or judicial action against the owner for a violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending or a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements; or
- I. Other conflicts of interest under Federal, State, or local law.

#### **6.7 INELIGIBLE/ELIGIBLE HOUSING**

The following types of housing cannot be assisted under the Housing Choice Voucher Tenant-Based Program:

- A. A public housing or Indian housing unit;
- B. A unit receiving project-based assistance under a Housing Choice Voucher Program;
- C. Nursing homes board and care homes, or facilities providing continual psychiatric, medical or nursing services;
- D. College or other school dormitories;
- E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
- F. A unit occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space; or units being purchased under a Housing Choice Voucher Homeownership Program; and
- G. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

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

- A. Congregate housing
- B. Group homes

- C. Cooperative housing
- D. Single room occupancy housing

The housing authority will approve leases for the following housing types:

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

## **6.8 SECURITY DEPOSIT**

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

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

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

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

## **7.0 MOVES WITH CONTINUED ASSISTANCE**

Participating families are allowed to move to another unit after the initial lease has expired, if the landlord and the tenant have mutually agreed to terminate the lease, or if the housing authority has terminated the HAP contract. The housing authority will issue the family a new Housing Choice Voucher if the family does not owe MRHA VIII or any other housing authority money, has not violated a Family Obligation, has not moved or been issued a Housing Choice Voucher within the last 12 months, and if MRHA VIII has



sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, the 12-month requirement will be waived.

### **7.1 WHEN A FAMILY MAY MOVE**

Voucher participants are allowed only one request for a transfer each year during the annual reexamination. The HA will allow families only one move per year inside the HA jurisdiction or under portability procedures. If the family want to move to a new unit that is located outside or inside the initial HA jurisdiction, the notice must specify the area where the family wants to move. The family must also notify the HA and the owner before moving from the old unit. During the initial year of assisted occupancy, the Director of Assisted Housing will review on a case-by-case basis whether a family may move outside or inside the HA jurisdiction after receiving a written request from the participant. The HA will deny permission to move if sufficient funding for continued assistance is unavailable.

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

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

### **7.2 PROCEDURES REGARDING FAMILY MOVES**

Families considering transferring to a new unit will be scheduled to attend a mover's briefing. All families who are moving, including any families moving into or out of the housing authority's jurisdiction, will be required to attend a mover's briefing prior to the housing authority entering a new HAP contract on their behalf.

This briefing is intended to provide the following:

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

- D. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard when initially renting a unit;
- E. Portability requirements and opportunities;
- F. The need to have a reexamination conducted within 120 calendar days prior to the move;
- G. An explanation and copies of the forms required to initiate and complete the move; and
- H. All forms and brochures provided to applicants at the initial briefing.

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

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

A family who gives notice to terminate the lease must mail the notice by certified mail or have the landlord or his agent sign a statement stating the date and time received. The family will be required to provide the certified mail receipt and a copy of the lease termination notice to MRHA VIII, or a copy of the lease termination notice and the signed statement stating the date and time the notice was received. If the landlord or his/her agent does not accept the certified mail receipt, the family will be required to provide the receipt and envelope showing that the attempt was made.

Failure to follow the above procedures may subject the family to termination from the program.

## **8.0 PORTABILITY**

### **8.1 *GENERAL POLICIES OF THE MISSISSIPPI REGIONAL HOUSING AUTHORITY VIII.***

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

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

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

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

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

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

### **8.2 *INCOME ELIGIBILITY***

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

### **8.3 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY**

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

### **8.4 PORTABILITY PROCEDURES**

- A. When MRHA VIII is the Initial Housing Authority:
  - 1. The housing authority will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.
  - 2. The housing authority will determine whether the family is income-eligible in the area where the family wants to lease a unit if the family is not already a program participant.
  - 3. The housing authority will advise the family how to contact and request assistance from the Receiving Housing Authority by giving them the name and telephone number of the person responsible for working with incoming portability families and any procedures related to getting an appointment for the issuance of a voucher.
  - 4. MRHA VIII will, within ten (10) calendar days, notify the Receiving Housing Authority to expect the family via telephone, fax or email.
  - 5. The housing authority will immediately mail or fax the Receiving Housing Authority a completed Part I of HUD Form 52665, the most recent HUD Form 50058 (Family Report) for the family, and related verification information. If the family is an applicant and not a participant, MRHA VIII will provide the Receiving Housing Authority with the family information and income information in a format similar to that utilized by the 50058.
- B. When MRHA VIII is the Receiving Housing Authority:
  - 1. When the portable family requests assistance from MRHA VIII, the housing authority will within fourteen (14) calendar days of HAP contract execution (not its effective date) inform the Initial Housing Authority that

it will absorb the family into its program or notify the Initial Housing Authority within the time limit set forth in Part I of the 52665 that it will bill the Initial Housing Authority for assistance on behalf of the portable family. Completing Part II of HUD Form 52665 in a timely manner will accomplish this. If the family is absorbed, the housing authority will also send the Initial Housing Authority a new HUD Form 50058.

2. MRHA VIII will issue a Housing Choice Voucher to the family within fourteen (14) calendar days as long as the initial voucher has not expired (if it has expired, the family shall be referred back to the Initial Housing Authority). The term of the housing authority's Housing Choice Voucher will not expire before the expiration date of any Initial Housing Authority's Housing Choice Voucher. MRHA VIII will determine whether to extend the Housing Choice Voucher term. The decision to extend will take into account MRHA VIII's existing absorption policy and the billing deadline date provided by the Initial Housing Authority in the 52665. If an extension is granted, the Initial Housing Authority will be informed of this decision. The family must submit a request for tenancy approval to MRHA VIII during the term of MRHA VIII's Housing Choice Voucher. If the housing authority has decided to bill the Initial Housing Authority, the request for tenancy approval must be processed in enough time for the Initial Housing Authority to process a Request for Lease Approval and execute a HAP contract before the billing deadline date.
3. The housing authority will determine the family unit size for the portable family. The family unit size is determined in accordance with MRHA VIII's subsidy standards.
4. The housing authority will notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the Housing Choice Voucher. In any event MRHA VIII will notify the Initial Housing Authority of what is occurring before the expiration of the deadline established in the HUD Form 52665. If the family has leased a unit, MRHA VIII will notify the Initial Housing Authority of this fact in enough time for the Initial Housing Authority to process a Request for Lease Approval and execute a HAP contract if MRHA VIII intends to bill the Initial Housing Authority.
5. In order to provide tenant-based assistance for portable families, MRHA VIII will perform all housing authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or MRHA VIII may make a determination to deny or terminate assistance to the family. If assistance is denied or terminated, the family shall have a right to an informal hearing.

6. The housing authority may deny or terminate assistance for family action or inaction in accordance with 24 CFR 982.552 and 24 CFR 982.553.
7. Although the housing authority will promptly issue a voucher to an incoming portability family, it will still subject the families to its normal screening procedures. If the family fails to pass the screening thresholds, either the voucher will be revoked or the family will be terminated from the program if a unit has already been leased.

C. Absorption by the Mississippi Regional Housing Authority VIII

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

D. Portability Billing

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

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

E. When a Portable Family Moves

When a portable family moves out of the tenant-based program of a Receiving Housing Authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the Receiving Housing Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family.

F. On-going Responsibilities as a Receiving Housing Authority

When MRHA VIII is a receiving agency, it will:

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

## **9.0 DETERMINATION OF FAMILY INCOME**

### ***9.1 INCOME, EXCLUSIONS, AND DEDUCTIONS FROM INCOME***

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

## 9.2 *INCOME*

- A. Annual income means all amounts, monetary or not, that:
1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
  2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
  3. Are not specifically excluded from annual income.

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

- B. Annual income includes, but is not limited to:
1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
  2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
  3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a



percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. Income that could have been derived from assets worth more than \$1000 that were disposed of for less than fair market value within the past two years will be counted as income.

4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
6. Welfare assistance.
  - a. Welfare assistance payments
    - i. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
      - Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
      - Are not otherwise excluded under paragraph Section 11.2 of this policy.
    - b. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
      - i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
      - ii. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the

standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

- c. Imputed welfare income.
  - i. A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, resulting from either welfare fraud or the failure to comply with economic self-sufficiency requirements, as specified in notice to the housing authority by the welfare agency), plus the total amount of other annual income.
  - ii. At the request of the housing authority, the welfare agency will inform the housing authority in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the housing authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The housing authority will use this information to determine the amount of imputed welfare income for a family.
  - iii. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the housing authority by the welfare agency).
  - iv. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
  - v. MRHA VIII will not include imputed welfare income in annual income if the family was not an assisted tenant at the time of the sanction.
  - vi. If a tenant is not satisfied that the housing authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the housing authority denies the family's request to modify such

amount, then MRHA VIII shall give the tenant written notice of such denial, with a brief explanation of the basis for the housing authority's determination of the amount of imputed welfare income. MRHA VIII's notice shall also state that if the tenant does not agree with the determination, the tenant may contest the decision in accordance with our informal review policy.

- d. Relations with welfare agencies
  - i. MRHA VIII will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the housing authority written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.
  - ii. The housing authority is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the agency. However, MRHA VIII is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.
  - iii. Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. MRHA VIII shall rely on the welfare agency notice to the housing authority of the welfare agency's determination of a specified welfare benefits reduction.
- 7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

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

### **9.3 EXCLUSIONS FROM INCOME**

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The amount of student financial assistance paid directly to the student or to the educational institution for tuition. For Section 8, 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.;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
  1. Amounts received under training programs funded by HUD;
  2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

3. Amounts received by a tenant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
4. Amounts received under a tenant service stipend. A tenant service stipend is a modest amount (not to exceed \$200 per month) received by a tenant for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance and tenant initiative coordination. No tenant may receive more than one such stipend during the same period of time;
5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as tenant management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring, or sporadic income (including gifts, and Replacement Housing “gap” payments);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

- a. The value of the allotment of food stamps
- b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
- c. Payments received under the Alaska Native Claims Settlement Act
- d. Income from sub marginal land of the U.S. that is held in trust for certain Indian tribes
- e. Payments made under HHS's Low-Income Energy Assistance Program
- f. Payments received under the Job Training Partnership Act
- g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
- h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
- i. Amount of scholarships awarded under Title IV including Work-Study
- j. Payments received under the Older Americans Act of 1965
- k. Payments from Agent Orange Settlement
- l. Payments received under the Maine Indian Claims Act
- m. The value of childcare under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation

- p. Payments for living expenses under the AmeriCorps Program
- q. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance;
- r. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998.
- s. Any low-income subsidy received to assist low-income persons in paying for their Medicare prescription drug Program

#### **9.4 DEDUCTIONS FROM ANNUAL INCOME**

The following deductions will be made from annual income:

- A. \$480 for each dependent
- B. \$400 for any elderly family or disabled family
- C. The sum of the following, to the extent the sum exceeds three percent of annual income:
  - 1. Unreimbursed medical expenses of any elderly family or disabled family; and including any fee paid by the participant for the Medicare Prescription Drug Program;
  - 2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus; and
- C. Reasonable childcare expenses necessary for children 12 and younger to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.
- D. Persons with disabilities already participating in the program, the incremental earnings due to employment during a cumulative 12-month period following the date of initial hire shall be excluded. This exclusion is only available to the following families:
  - 1. Families whose income increases as a result of employment of a disabled family member who was previously unemployed (defined as working less

than 10 hours a week at the established minimum wage) for one or more years.

1. Families whose income increases during the participation of a disabled family member in any economic self-sufficiency or other job training program.
2. Persons with disabilities who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program for at least \$500.

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

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

#### **9.5 RECEIPT OF A LETTER OR NOTICE FROM HUD**

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

9.6



## ***COOPERATING WITH LAW ENFORCEMENT AGENCIES***

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

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

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

## ***9.7 COOPERATING WITH WEEARE AGENCIES***

MRHA VIII will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

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

## 10.0 VERIFICATION

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

### 10.1 ACCEPTABLE METHODS OF VERIFICATION

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

Other information will be verified by the following five (5) verification methods acceptable to HUD, in the order of preference indicated:

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

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

Current EIV resources include the following:

- a. **Tenant Assessment Subsystem (TASS)** – HUD's online system for Social Security (SS) and Supplemental Security Income (SSI) information.
- b. **State Wage Information Collection Agencies (SWICAs)**
- c. **State systems for the Temporary Assistance for Needy Families (TANF) program**
- d. **Credit Bureau Information (CBA) credit reports**
- e. **Internal Revenue Service (IRS) Letter 1722**
- e. **Private sector databases (e.g. The Work Number)**

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

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

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

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

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

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

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

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

Third-party verification of SS and SSI benefits shall be obtained by getting a copy of an official Social Security Administration letter of benefits from the person receiving the benefits and verification from HUD's on-line

systems. If either of these forms of verification are not obtainable, then the file shall be documented as to why third-party verification was not used.

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

**3. Third-Party Oral Verifications – Level 3**

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

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

**4. Review of Documents – Level 4**

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

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

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

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

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

## **10.2 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS**

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

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

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

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

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

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

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

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

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

If the Housing Authority determines that a family member has knowingly permitted an

ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their HCVP rental assistance unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to the HCVP for a period of 24 months from the date of termination.

### **10.3 VERIFICATION OF SOCIAL SECURITY NUMBERS**

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

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

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

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

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

### **10.4 TIMING OF VERIFICATION**

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

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

### **10.5 FREQUENCY OF OBTAINING VERIFICATION**

Household income and composition will be verified at least annually.

For each family member, citizenship/eligible non-citizen status will be verified only once unless the family member is an eligible immigrant in a transitional stage of admission. In this situation, their status must be updated until they are admitted for permanent residency. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their status will be verified.

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

### **10.6 VERIFICATION OF ABSENT FAMILY MEMBER**

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

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

### **10.7 VERIFICATION OF GUARDIANSHIP**

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

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

#### **10.8 SPECIAL VERIFICATION FOR ADULT STUDENTS**

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

### **11.0 RENT AND HOUSING ASSISTANCE PAYMENT**

#### **11.1 RENT REASONABLENESS**

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

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

#### **11.2 COMPARABILITY**

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



### **11.3 MAXIMUM SUBSIDY**

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

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

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

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

#### **11.3.1 Setting the Payment Standard**

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

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

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

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

Housing Authority may consider adjusting payment standards at times other than the annual review when circumstances warrant.

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

### **11.3.2 Selecting the Correct Payment Standard for a Family**

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

### **11.3.3 Area Exception Rents**

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

may be requested for all or some unit sizes, or for all or some unit types. The exception payment standard area(s) may not contain more than 50% of the population of the FMR area.

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

#### **11.4 ASSISTANCE AND RENT FORMULAS**

##### **A. Total Tenant Payment**

The total tenant payment is equal to the highest of:

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

Plus any rent above the payment standard.

##### **B. Minimum Rent.**

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

1. A hardship exists in the following circumstances:
  - a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program

including a family that includes a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;

- b. When the family would be evicted because it is unable to pay the minimum rent;
  - c. When the income of the family has decreased because of changed circumstances, including loss of employment; and
  - d. When a death has occurred in the family.
- 2. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Authority for the time of suspension.
  - 3. Temporary hardship. If the Housing Authority determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the month following the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a reasonable repayment agreement for any minimum rent back payment paid by the Housing Authority on the family's behalf during the period of suspension.
  - 4. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
  - 5. Appeals. The family may use the informal hearing procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

C. Housing Choice Preservation Vouchers

- 1. Payment Standard
  - a. The payment standard is the lower of:
    - i. The payment standard amount for the appropriate family unit size; or

- ii. The payment standard amount for the size of the dwelling unit actually rented by the family.
    - a. If the dwelling unit is located in an exception area, the Housing Authority will use the appropriate payment standard for the exception area.
    - b. During the HAP contract term, the payment standard for the family is the higher of:
      - i. The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraph (1)(a) or (1)(b) of this section, minus any amount by which the initial rent to the owner exceeds the current rent to the owner; or
      - ii. The payment standard as determined in accordance with paragraph (1)(a) or (1)(b) of this section, as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
    - a. At the next regular reexamination following a change in family composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:
      - i. Paragraph (c)(i) of this section does not apply; and
      - ii. The new family unit size must be used to determine the payment standard.
  - 2. The Housing Authority will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:
    - a. The payment standard minus the total tenant payment; or
    - b. The gross rent minus the total tenant payment.
- D. Manufactured Home Space Rental: Housing Choice Vouchers
- 1. The payment standard for a tenant renting a manufactured home space is the published FMR for rental of a manufactured home space.

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

E. Rent for Families under the Non-citizen Rule

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

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

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

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

3. The prorated tenant rent equals the prorated family share minus the full utility allowance.

### **11.5 HOUSING AUTHORITY MISTAKES IN CALCULATING RENT**

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

### **11.6 UTILITY ALLOWANCE**

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

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

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

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

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

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

The utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the

owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant. The Housing Authority has the option to pay the utility allowance directly to a utility supplier.

### ***11.7 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT***

The Housing Authority pays the owner the lesser of the housing assistance payment or the rent to owner. Late charges will not be paid when the reason for the lateness is attributable to factors beyond the control of the Housing Authority.

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

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

### ***11.8 CHANGE OF OWNERSHIP***

The Housing Authority requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the Housing Authority's rent payment or the address as to where the rent payment should be sent.

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

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

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

## **12.0 INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS**

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

The Housing Authority must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection



appointment by first class or bulk mail. If the family cannot be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable the Housing Authority to enter the unit and complete the inspection.

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

### **12.1 TYPES OF INSPECTIONS**

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

- A. Initial Inspection - An inspection that must take place to insure that the unit passes HQS before assistance can begin.
- B. Annual Inspection - An inspection to determine that the unit continues to meet HQS.
- C. Complaint Inspection - An inspection caused by the Authority receiving a complaint on the unit by anyone.
- D. Special Inspection - An inspection caused by a third party, i.e., HUD needing to view the unit.
- E. Move Out Inspection (if applicable) - An inspection required for units in service before October 2, 1995, and optional after that date. These inspections document the condition of the unit at the time of the move-out.
- F. Quality Control Inspection - Supervisory inspections based on at least the minimum number required by the Section 8 Management Assessment Program (SEMAP).

### **12.2 OWNER AND FAMILY RESPONSIBILITY**

- A. Owner Responsibility for HQS
  - 1. The owner must maintain the unit in accordance with HQS.
  - 2. If the owner fails to maintain the dwelling unit in accordance with HQS, the Housing Authority will take prompt and vigorous action to enforce the owner obligations. The Housing Authority's remedies for such breach of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.

3. The Housing Authority will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the Housing Authority and the Housing Authority verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than 30 calendar days (or any Housing Authority approved extension).
4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, the Housing Authority may terminate assistance to a family because of the HQS breach caused by the family.

B. Family Responsibility for HQS

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

**12.3 HOUSING QUALITY STANDARDS (HQS) 24 CFR 9 82.401**

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

A. Sanitary Facilities

1. Performance Requirement

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

2. Acceptability Criteria

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

B. Food Preparation and Refuse Disposal

1. Performance Requirements

- a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
- b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

2. Acceptability Criteria

- a. The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.

- b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.
- c. The dwelling unit must have space for the storage, preparation, and serving of food.
- d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

C. Space and Security

1. Performance Requirement

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

2. Acceptability Criteria

- a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
- b. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.
- c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.
- d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

D. Thermal Environment

1. Performance Requirement

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

2. Acceptability Criteria

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

E. Illumination and Electricity

1. Performance Requirement

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

2. Acceptability Criteria

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

F. Structure and Materials

1. Performance Requirement

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

2. Acceptability Criteria

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

G. Interior Air Quality

1. Performance Requirement

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

2. Acceptability Criteria

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

H. Water Supply

1. Performance Requirement

The water supply must be free from contamination.

2. Acceptability Criteria

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

I. Lead-based Paint

1. Performance Requirement

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

2. Acceptability Criteria

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

During initial and annual inspections of pre-1978 units that are occupied or will be occupied by families with children under six years of age, the inspector must conduct a visual assessment for deteriorated paint surfaces and the owner must stabilize deteriorated surfaces. Applicable areas include painted surfaces within the dwelling unit, exterior painted surfaces associated with the dwelling unit, and common areas of the building through which tenants must pass to gain access to the unit and areas frequented by tenant children under six years of age, including play areas and child care facilities.

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

J. Access

1. Performance Requirement

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

K. Site and Neighborhood

1. Performance Requirement

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

2. Acceptability Criteria

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

L. Sanitary Condition

1. Performance Requirement

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

2. Acceptability Criteria

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

M. Smoke Detectors

1. Performance Requirements

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



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

#### **12.4 EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA**

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

- A. In each room, there will be at least one exterior window that can be opened and that contains a screen.
- B. Adequate heat shall be considered to be 68 degrees.
- C. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.
- D. A ¾" overflow pipe must be present on the hot water heater safety valves and installed down to within 6 inches of the floor.

#### **12.5 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS**

- A. Correcting Initial HQS Fail Items

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

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

- B. HQS Fail Items for Units under Contract

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

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

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

C. Time Frames for Corrections

1. Emergency repair items must be abated within 24 hours.
2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be abated within 72 hours.
3. Non-emergency items must be completed within 10 calendar days of the initial inspection.
4. For major repairs, the owner will have up to 30 calendar days to complete. An inspector may approve an extension beyond 30 days for good cause.

D. Extensions

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

**12.6 EMERGENCY FAIL ITEMS**

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

- A. No hot or cold water

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

#### **12.7 ABATEMENT**

When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within in the required timeframe, the rent for the dwelling unit will be abated starting on the last day of approved Housing Authority extension.

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

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

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

## **13.0 RECERTIFICATION**

### **13.1 CHANGES IN LEASE OR RENT**

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

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

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

- A. Requirements governing tenant or owner responsibilities for utilities or appliances;
- B. In the lease terms reducing the length of the lease;
- C. If the tenant moves to a new unit, even if the unit is in the same building or complex.

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

### **13.2 ANNUAL REEXAMINATION**

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

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

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

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

### **13.2.1 Effective Date of Rent Changes for Annual Reexaminations**

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

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

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

### **13.2.2 Missed Appointments**

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

### **13.3 INTERIM REEXAMINATIONS**

Families are required to report any changes in family composition or total household income within 10 days. This is necessary to ensure that the family is housed in the appropriate sized unit and that necessary adjustments to tenant rent and housing assistance payments are in accordance with HUD requirements.

**At the discretion of the Housing Authority, increases in family income between annual reexaminations will not result in a rent increase until the next annual reexamination.**

When the Housing Authority elects to process an interim rent adjustment, only the information affected by the changes being reported will be reviewed and verified.

When the Housing Authority receives information on the family's increase in income of at least \$10.00 a week, the Housing Authority will adjust tenant rent and the housing assistance payment to reflect any change in total tenant payment. Adjustments in the total tenant payment, tenant rent and housing assistance payment will be verified and the tenant will be notified of the changes.

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

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

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

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

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

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

Families are not required to, but may at any time, request an interim reexamination based

on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Housing Authority will take timely action to process the interim reexamination and recalculate the family share.

### **13.3.1 Zero Income Requirements**

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

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

### **13.3.2 Special Reexaminations**

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

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

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

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

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

## **14.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE HOUSING AUTHORITY**

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

- A. If the family violates any family obligations under the program;
- B. If the family was evicted from housing assisted under the Housing Choice Voucher Program for serious violations of the lease;
- C. If a family member fails to sign and submit consent forms;
- D. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination;
- E. Have a household member who is currently engaging in illegal use of a drug;
- F. Have a household member whose pattern of illegal drug use interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants;
- G. Have a household member who has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing;
- H. Have a household member who is subject to a lifetime registration requirement under a State sex offender registration program;
- I. If any member of the family commits drug-related or violent criminal activity in violation of Section 2.3 of this Administrative Plan and 24 CFR 982.551;
- J. Have a household member whose abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
- K. Have a household member who is a fugitive felon, parole violator or person fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;



- L. Have a family member who violates any family obligations under the program;
- M. Have a family member who has been evicted from federally assisted housing in the last five years;
- N. Have a family member that the Housing Authority has ever terminated assistance for under the program;
- O. Have a family member that has committed fraud, bribery, or any other corrupt or criminal act in connection with an Federal housing program;
- P. Currently owes rent or other amounts as a result of unreported income in excess of \$2,400 annually, or \$200 monthly, and refuses to sign a repayment agreement to the Housing Authority in connection with Housing Choice Voucher or public housing assistance under the 1937 Act is grounds for termination;
- Q. Have not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
- R. Have breached an agreement with Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority;
- S. If a family participating in the Family Self-Sufficiency Program fails to comply, without good cause, with the family's FSS Contract of Participation;
- T. Have engaged in or threatened abusive or violent behavior towards any Housing Authority staff member or tenant;

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

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

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

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

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

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

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

### **15.1 COMPLAINTS**

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

### **15.2 INFORMAL REVIEW FOR THE APPLICANT**

#### **A. Informal Review for the Applicant**

The Housing Authority will give an applicant for participation in the Housing Choice Voucher Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the Housing Authority decision. The notice will state that the applicant may request an informal review within 5 business days of the denial and will describe how to obtain the informal review.

#### **B. When an Informal Review is not Required**

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

1. A determination of the family unit size under the Housing Authority subsidy standards.
2. A Housing Authority determination not to approve an extension or suspension of a certificate or housing choice voucher term.
3. A Housing Authority determination not to grant approval to lease a unit under the program or to approve a proposed lease.
4. A Housing Authority determination that a unit selected by the applicant is not in compliance with HQS.
5. A Housing Authority determination that the unit is not in accordance with HQS because of family size or composition.

6. General policy issues or class grievances.
7. Discretionary administrative determinations by the Housing Authority.

C. Informal Review Process

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

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

D. Considering Circumstances

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

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

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

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
  2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
  3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.
- E. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

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

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

### **15.3 INFORMAL HEARINGS FOR TENANTS**

- A. When a Hearing is Required
1. The Housing Authority will give a tenant family an opportunity for an informal hearing to consider whether the following Housing Authority decisions relating to the individual circumstances of a tenant family are in accordance with the law, HUD regulations, and Greensboro Housing Authority policies:
    - a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
    - b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the Housing Authority utility allowance schedule.
    - c. A determination of the family unit size under the Housing Authority subsidy standards.

- d. A determination to terminate assistance for a tenant family because of the family's action or failure to act.
  - e. A determination to terminate assistance because the tenant family has been absent from the assisted unit for longer than the maximum period permitted under the Housing Authority policies and HUD rules.
2. In cases described in paragraphs 16.3(A)(1)(d), (e), and (f) of this Section, the Housing Authority will give the opportunity for an informal hearing before the Housing Authority terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not Required

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

1. Discretionary administrative determinations by the Housing Authority.
2. General policy issues or class grievances.
3. Establishment of the Housing Authority schedule of utility allowances for families in the program.
4. A Housing Authority determination not to approve an extension or suspension of a housing choice voucher term.
5. A Housing Authority determination not to approve a unit or lease.
6. A Housing Authority determination that an assisted unit is not in compliance with HQS. (However, the Housing Authority will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)
7. A Housing Authority determination that the unit is not in accordance with HQS because of the family size.
8. A determination by the Housing Authority to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family

1. In the cases described in paragraphs 16.3(A)(1)(a), (b), and (c) of this Section, the Housing Authority will notify the family that the family may

ask for an explanation of the basis of the Housing Authority's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

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

D. Hearing Procedures

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

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

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

2. Representation of the Family

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

3. Hearing Officer

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

4. Evidence

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

5. Issuance of Decision

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

6. Effect of the Decision

The Housing Authority is not bound by a hearing decision:

- a. Concerning a matter for which the Housing Authority is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing under the Housing Authority hearing procedures.
- b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
- c. If the Housing Authority determines that it is not bound by a hearing decision, the Housing Authority will notify the family within 14 calendar days of the determination, and of the reasons for the determination.

E. Considering Circumstances



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

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

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

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

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

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

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

## 16.0 TERMINATION OF THE LEASE AND CONTRACT

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

### A. Termination of the Lease

#### 1. By the family

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

#### 2. By the owner

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

- i. Serious or repeated violations of the terms or conditions of the lease;
- ii. Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and its premises;
- iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;
- iv. Any drug-related or violent criminal activity on or near the premises;
- v. Other good cause. Other good cause may include, but is not limited to:
  - (1) Failure by the family to accept the offer of a new lease;

- (2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
    - (3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a tenential rental unit;
    - (4) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.
  - b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.
  - c. The owner may only evict the tenant by instituting court action after or simultaneously providing written notice to the tenant specifying the grounds for termination. The owner must give the Housing Authority a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.
  - d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.
- 3. By mutual agreement

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

#### B. Termination of the Contract

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

2. Termination of the contract by the owner

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

3. Termination of the HAP contract by the Housing Authority

The Housing Authority may terminate the HAP contract because:

- a. The Housing Authority has terminated assistance to the family.
- b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.
- c. When the family breaks up and the Housing Authority determines that the family members who move from the unit will continue to receive the assistance.
- d. The Housing Authority determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.
- e. The owner has breached the contract in any of the following ways:
  - i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.
  - ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937 Act.
  - iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal Housing Choice Voucher Program.
  - iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement.
  - v. If the owner has engaged in drug-related or violent criminal activity.

- f. If a welfare-to-work family fails to fulfill its obligations under the welfare-to-work housing choice voucher program.
- 4. Final HAP payment to owner

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

## **17.0 CHARGES AGAINST THE HOUSING CHOICE VOUCHER ADMINISTRATIVE FEE RESERVE**

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

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

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

## **18.0 INTELLECTUAL PROPERTY RIGHTS**

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

## **19.0 HOUSING AUTHORITY OWNED HOUSING**

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

- A. The Housing Authority will make available through the briefing process both orally and in writing the availability of Housing Authority owned units

(notification will also include other properties owned/managed by the private sector available to Housing Choice voucher holders).

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

## **20.0 COMPLIANCE REQUIREMENTS OF HOUSING CHOICE VOUCHER PROGRAM**

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

Among the areas that shall have quality **compliance** reviews are the following:

- A. The proper people were selected from the waiting list and their selection criteria were actually met by the applicants.
- B. The determination of rent reasonableness.
- C. Tenants are paying the appropriate rent and their income and expenses were properly verified both upon admission and re-certification.

- D. HQS inspections were properly made.
- E. HQS deficiencies were properly followed up on and appropriate repairs were made in a timely manner.

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

## **21.0 HOMEOWNERSHIP OPTION**

### **21.1 PURPOSE**

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

Housing Choice Voucher program homeownership assistance for a cooperative homeowner, is specifically authorized for both families that are first time cooperative homeowners and families that owned its cooperative unit prior to receiving Housing Choice Voucher rental assistance.

### **21.2 FAMILY PARTICIPATION REQUIREMENTS**

- A. In order to assure a successful transition from rental to homeownership, this program shall be open only to those who have been assisted by the Housing Choice Voucher rental assistance program for at least twelve months. During this period (the previous twelve months), all program requirements will have been complied with.
- B. Only 100 of the Housing Authority's housing choice vouchers shall be utilized at any one time.
- C. The family is qualified to participate as set forth in Section 21.3 of this policy.
- D. The unit to be purchased is eligible as set forth in Section 21.4 of this policy.
- E. The family has satisfactorily completed the required pre-assistance homeownership counseling.

- F. If located in a special flood hazard area, the purchaser has obtained flood insurance on the home and agrees to maintain this insurance.

**21.3 FAMILY ELIGIBILITY REQUIREMENTS**

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

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

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

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



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

- D. The family must demonstrate that one or more adult members of the family who will own the home at commencement of homeownership assistance:
  - 1. Is currently employed on a full-time basis (the term “full-time employment” means not less than an average of 30 hours per week); and
  - 2. Has been continuously so employed during the year before commencement of homeownership assistance for the family.

This requirement shall be considered fulfilled if:

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

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

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

## 21.4 ELIGIBLE UNITS

- A. Any unit that is eligible under the HCVP rental assistance program is eligible for this program except the restrictions against purchasing a unit owned by the housing authority or precluding a unit occupied by its owner or by a person with any interest in the dwelling unit are not applicable. The types of units eligible are:
  - 1. Single family dwellings;
  - 2. Condominiums;
  - 3. Cooperatives; and
  - 4. Manufactured Housing with a permanent foundation
  - 5. PHA-owned units
- A. The unit must be either existing or under construction at the time the Housing Authority determines that the family is eligible for homeownership assistance.
- B. The unit must be either a one-unit property or a single dwelling unit in a cooperative or condominium.
- C. The unit must satisfy the housing quality standards (HQS) and have been inspected by an independent inspector designated and paid for by the family.
- D. The seller cannot be someone who has been debarred, suspended, or is subject to a limited denial of participation by HUD.
- E. If the unit is owned by the Housing Authority or by an entity substantially controlled by the Housing Authority, the following additional conditions must be met:
  - 1. The purchasing family must verify in writing that it is purchasing the units without any housing authority steering or pressure; and
  - 2. An independent agency, approved by HUD must perform the following functions for this type of sale:
    - a. Inspect the units for HQS compliance;
    - b. Review the independent inspection report;
    - c. Review the sales contract; and

- d. Determine the reasonableness of the sale price and any housing authority provided financing.

### **21.5 *SEARCHING FOR A NEW HOME***

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

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

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

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

### **21.6 *HOMEOWNERSHIP COUNSELING***

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

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

- A. Home maintenance (including care of the grounds);
- B. Budgeting and money management;

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

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

### **21.7 HOME INSPECTIONS**

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

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

The independent inspector must provide a copy of the inspection report both to the family and to the Housing Authority. The housing authority will not commence homeownership

assistance for the family until it has reviewed the inspection report of the independent inspector. Even if the unit otherwise complies with the HQS (and may qualify for assistance under the Housing Authority's tenant-based rental housing choice voucher program), the housing authority shall have discretion to disapprove the unit for assistance under the homeownership option because of information in the inspection report.

### **21.8 CONTRACT OF SALE**

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

The contract of sale must:

- A. Specify the price and other terms of sale by the seller to the purchaser.
- B. Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser.
- C. Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser.
- D. Provide that the purchaser is not obligated to pay for any necessary repairs.
- E. Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation.

### **21.9 FINANCING THE PURCHASE OF THE HOME**

- A. A purchasing family must invest at least three percent of the purchase price of the home they are buying in the property. This can take the form of either a down payment, closing costs, or a combination of the two. Of this sum, at least one percent of the purchase price must come from the family's personal resources.
- B. The family must qualify for the mortgage loan under a lender's normal lending criteria taking into account the fact that this is by definition a low-income family.
- C. If the home is purchased using FHA mortgage insurance, it is subject to FHA mortgage insurance requirements.
- D. If the loan is financed either by the seller or a non-traditional mortgage lending institution or individual, the loan shall be subject to the review of the Housing Authority. The housing authority may verify that there are no unusual or onerous requirements in the loan documents and that the mortgage is affordable to the purchasing family. Also, the lender must require that an appraisal of the property

is conducted and the appraiser must determine that the property is worth at least as much as the purchaser is paying.

- E. Unless the purchaser can convince the Housing Authority of unusual circumstances, no balloon payment mortgages or variable rate mortgages shall be allowed in the program.
- F. All mortgage loans must close within the period of time established by the Housing Authority at the time the purchaser and seller enter into their sale contract.

#### ***21.10 REQUIREMENTS FOR CONTINUING ASSISTANCE***

Homeownership assistance will only be paid while the family is residing in the home. If the family moves out of the home, the Housing Authority will not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to the PHA the homeownership assistance for the month when the family moves out.

The family must comply with the following obligations:

- A. The family must attend and complete ongoing homeownership and housing counseling before the end of the first, thirteenth and fourteenth years of assistance in order for assistance to continue.
- A. The family must comply with the terms of any mortgage securing debt incurred to purchase the home (or any refinancing of such debt).
- B. As long as the family is receiving homeownership assistance, use and occupancy of the home is subject to the following requirements:
  - 1. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
  - 2. The composition of the assisted family residing in the unit must be approved by the Housing Authority. The family must promptly inform the housing authority of the birth, adoption or court-awarded custody of a child. The family must request housing authority approval to add any other family member as an occupant of the unit. No other person (i.e., nobody but members of the assisted family) may reside in the unit (except for a foster child or live-in aide).
  - 3. The family must promptly notify the Housing Authority if any family member no longer resides in the unit.

4. The family must not sublease or let the unit.
5. The family must not assign the mortgage or transfer the unit.
6. The family must supply any information or certification requested by the housing authority to verify that the family is living in the unit, or relating to family absence from the unit, including any housing authority requested information or certification on the purposes of family absences. The family must cooperate with the housing authority for these purposes. The family must promptly notify the housing authority of their absence from the unit.
  - A. The family may grant a mortgage on the home for debt incurred to finance purchase of the home or any refinancing of such debt.
  - B. Upon death of a family member who holds, in whole or in part, title to the home or ownership of cooperative membership shares for the home, homeownership assistance may continue pending settlement of the decedent's estate, notwithstanding transfer of title by operation of law to the decedent's executor or legal representative, so long as the home is solely occupied by remaining family members in accordance with Paragraph C above. In the case of a divorce or family separation, the assistance shall follow what a court decrees.
  - C. The family shall supply the Housing Authority with any required information requested by the housing authority. In particular this shall include information relating to the following:
    1. Citizenship or related immigration matters;
    2. Family income and composition;
    3. Social security numbers;
    4. Any mortgage or other debt placed on the property;
    5. Any sale or other transfer of any interest in the home; and
    6. The family's homeownership expenses.
- A. The family must notify the housing authority before the family moves out of the home.
- B. The family must notify the Housing Authority if the family defaults on a mortgage securing any debt incurred to purchase the home.

- C. During the time the family receives homeownership assistance under this program, no family member may have any ownership interest in any other tenential property.
- D. Before commencement of homeownership assistance, the family must execute a statement of family obligations in the form prescribed by HUD. In the statement, the family agrees to comply with all family obligations under the homeownership option.
- E. The family must secure the written permission of the Housing Authority before it refinances any debt secured by the home or places any additional secured debt on the property.
- F. The family must assure the Housing Authority that all real estate taxes were paid on a timely basis. If they are not paid, assistance shall be terminated.

#### ***21.11 MAXIMUM TERM OF HOMEOWNERSHIP ASSISTANCE***

- A. Except in the case of a family that qualifies as an elderly or disabled family, family members shall not receive homeownership assistance for more than fifteen years if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or ten years, in all other cases.
- B. The maximum term described in the proceeding paragraph applies to any member of the family who has an ownership interest in the unit during the time the homeownership payments are made or is the spouse of any member of the household who has an ownership interest during the time the homeownership payments are made.
- C. As noted in Paragraph A of this Section, the maximum homeownership assistance term does not apply to elderly and disabled families. In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family. If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least 6 months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance in accordance with this program).
- D. If the family has received such assistance for different homes, or from different housing authorities, the total of such assistance terms is subject to the maximum term described in Paragraph A of this section.



**21.12 AMOUNT AND DISTRIBUTION OF HOMEOWNERSHIP ASSISTANCE**

- A. While the family is residing in the home, the Housing Authority shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of:
  - 1. The payment standard minus the total tenant payment; or
  - 2. The family's monthly homeownership expenses minus the total tenant payment.
- B. The payment standard for a family is the lower of:
  - 1. The payment standard for the family unit size; or
  - 2. The payment standard for the size of the home.

If the home is located in an exception payment standard area, the Housing Authority will use the appropriate payment standard for the exception payment standard area.

The payment standard for a family is the greater of:

- 1. The payment standard (as determined in accordance with Paragraph A of this section) at the commencement of homeownership assistance for occupancy of the home; or
- 2. The payment standard (as determined in accordance with Paragraph A of this section) at the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home.

The Housing Authority will use the same payment standard schedule, payment standard amounts, and subsidy standards for the homeownership option as for the rental housing choice voucher program.

- C. A family's homeownership expenses shall include the following items:
  - 1. Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;
  - 2. Real estate taxes and public assessments on the home;
  - 3. Home insurance;
  - 4. Maintenance expenses of \$75 per month;

5. An allowance of \$25 a month for costs of major repairs and replacements;
  6. The Housing Authority's utility allowance for the home; and
  7. Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the housing authority determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.
  8. Land lease payments. The family must have the right to occupy the site for a period of at least 40 years.
- D. Homeownership expenses for a cooperative member may only include amounts to cover:
1. The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;
  2. Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;
  3. Home insurance;
  4. The PHA allowance for maintenance expenses;
  5. The PHA allowance for costs of major repairs and replacements;
  6. The PHA utility allowance for the home; and
  7. Principal and interest on debt incurred to finance major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the housing authority determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.

- A. If the home is a cooperative or condominium unit, homeownership expenses may also include cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.
- B. The Housing Authority will pay homeownership assistance payments directly to the lender on behalf of the family unless the lender does not want the payment to be made directly to them. If there is any excess assistance, it will be paid to the family.
- G. Homeownership assistance for a family terminates automatically 180 calendar days after the last housing assistance payment on behalf of the family. However, the Housing Authority retains the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

### **21.13 HOMEOWNERSHIP PORTABILITY**

- A. A family may qualify to move outside the initial Housing Authority's jurisdiction with continued homeownership assistance under the housing choice voucher program. Families determined eligible for homeownership assistance by the Housing Authority may purchase a unit outside our jurisdiction, if:
  - 1. They meet our normal requirements for portability under the rental program;
  - 2. The receiving housing authority is administering a housing choice voucher homeownership program and the family meets the receiving housing authority's eligibility requirements; and
  - 3. The receiving housing authority is accepting new homeownership families.
- B. Conversely, if the Housing Authority has slots open in our homeownership program we will accept homeowners exercising portability from another program and absorb such families if possible.
- C. In general, the portability procedures described previously in this Administrative Plan apply to the homeownership option. The administrative responsibilities of the initial and receiving housing authorities are not altered except that some administrative functions (e.g., issuance of a housing choice voucher or execution of a tenancy addendum) do not apply to the homeownership option.
- D. The family must attend the briefing and counseling sessions required by the receiving housing authority. The receiving housing authority will determine whether the financing for, and the physical condition of the unit, are acceptable. The receiving housing authority must promptly notify the initial housing authority if the family has purchased an eligible unit under the program, or if the family is

unable to purchase a home within the maximum time established by the housing authority.

- E. Continued assistance under portability procedures is the next Section of this Administrative Plan.

#### ***21.14 MOVING WITH CONTINUED TENANT-BASED ASSISTANCE***

- A. A family receiving homeownership assistance may move to a new unit with continued tenant-based assistance. The family may move either with housing choice voucher rental assistance (in accordance with rental assistance program requirements) or with housing choice voucher homeownership assistance (in accordance with homeownership option program requirements). The Housing Authority will not commence continued tenant-based assistance for occupancy of the new unit so long as any family member owns any title or other interest in the prior home. No more than one move per year may occur in the program.
- B. The Housing Authority must be able to determine that all initial requirements have been satisfied if a family that has received homeownership assistance wants to move to a new unit with continued homeownership assistance. However, the following requirements do not apply:
  - 1. The requirement for pre-assistance counseling is not applicable.
  - 2. The requirement that a family must be a first-time homeowner is not applicable.
- C. The Housing Authority may deny permission to move with continued assistance in the following circumstances:
  - 1. The Housing Authority may deny permission to move with continued rental or homeownership assistance if the housing authority determines that it does not have sufficient funding to provide continued assistance.
  - 2. At any time, the Housing Authority may deny permission to move with continued rental or homeownership assistance in accordance with the next Section.

#### ***21.15 DENIAL OR TERMINATION OF ASSISTANCE FOR FAMILIES***

- A. At any time, the Housing Authority may deny or terminate homeownership assistance in accordance with the same rules as it utilizes for the rental program.
- B. The same restrictions on admission or continued assistance in regards to criminal activities shall apply to the homeownership program as the rental program.

- C. The Housing Authority may deny or terminate assistance for violation of tenant obligations as previously described for the rental program.
- D. The PHA shall terminate housing choice voucher homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA-insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt. The Housing Authority, in its discretion, may permit the family to move to a new unit with continued housing choice voucher rental assistance if the family can show that the default was for reasons beyond its control. However, the housing authority will deny such permission, if:
  - 1. The family defaulted on an FHA-insured mortgage; and
  - 2. The family fails to demonstrate that:
    - a. The family has conveyed title to the home, as required by HUD, to HUD or HUD's designee; and
    - b. The family has moved from the home within the period established or approved by HUD.

## **22.0 CONDUCTING BUSINESS IN ACCORDANCE WITH CORE VALUES AND ETHICAL STANDARDS**

### ***22.1 PURPOSE***

This Code of Conduct establishes standards for employee and Commissioner conduct that will assure the highest level of public service. Recognizing that compliance with any ethical standards rests primarily on personal integrity and, specifically in this situation, with the integrity of the employees and Commissioners of MRHA VIII, this section sets forth those acts or omissions of acts that could be deemed injurious to the general mission of the Authority.

This Code of Conduct is not intended, nor should it be construed, as an attempt to unreasonably intrude upon the individual employee or Commissioner's right to privacy and the right to participate freely in a democratic society and economy.

### ***22.2 CONFLICT OF INTEREST***

In accordance with 24 CFR 982.161, neither MRHA VIII nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with the tenant-based programs in which any of the following classes of persons has any interest, direct or indirect, during his or her tenure with MRHA VIII or for one year thereafter:

- A. Any present or former member or officer of MRHA VIII(except a tenant commissioner);
- B. Any employees or any contractor, subcontractor or agent of MRHA VIII who formulates policy or who influences decisions with respect to the programs;
- C. Any public official, member of a governing body, or State or local legislator who exercises functions or responsibilities with respect to MRHA VIII programs; or
- D. Any member of the Congress of the United States.

Any member of the classes described in A-D must disclose their interest or prospective interest to MRHA VIII and HUD.

The Conflict of Interest prohibition under this section (24.2) may be waived by the HUD Field Office upon the request of MRHA VIII for good cause.

**22.3 PROHIBITION OF SOLICITATION OR ACCEPTANCE OF GIFTS**

No Commissioner or Authority employee shall solicit any gift or consideration of any kind, nor shall any Authority employee accept or receive a gift having value in excess of \$25.00 regardless of the form of the gift, from any person who has an interest in any matter proposed or pending before the Authority.

**22.4 HOUSING AUTHORITY ADMINISTRATIVE AND DISCIPLINARY REMEDIES FOR VIOLATION OF HOUSING AUTHORITY CODE OF CONDUCT**

Violations of this Code of Conduct Policy will result in disciplinary action as outlined in MRHA VIII's Personnel Policy.

**23.0 SUPPORT FOR OUR ARMED FORCES**

A major and important component of our armed forces are the part-time military personnel that serve in various Reserve and National Guard units. The Housing Authority is very supportive of these men and women. An unfortunate fact of service in both the Reserves and National Guard is that from time to time their personnel are activated to full-time status and asked to serve our country in a variety of ways and circumstances. Whenever the Federal Government activates Reserve and/or National Guard personnel, the Housing Authority wants to support these brave warriors in the following manners:

- A. If a family finds it necessary for another adult to temporarily move into a unit solely to serve as a temporary guardian for children residing in the unit, the income received by the temporary guardian will not be counted in determining family income. The presence of the temporary guardian will need to be approved by the landlord.
- B. Although typically a criminal background check is required before anyone can participate in the housing choice voucher program, this requirement will be waived

for a temporary guardian. Instead, the background check will occur after the person moves into the assisted unit. If the results of the check dictate that the person is ineligible for the program, the family shall be given a reasonable time to find a replacement temporary guardian.

- C. Recognizing that activation in the Reserves or National Guard can be very disruptive to a family's income, the Housing Authority will expeditiously re-evaluate a tenant's portion of the rent if requested to do so.
- D. A unit cannot be held by a family that is not residing in it as their primary residence for more than 180 consecutive calendar days because of a specific federal regulation. If all members of a military family are temporarily absent from the unit because a member of the family has been called to active duty, the family can retain control of the unit by paying the required rent and returning to the unit within 30 calendar days of the conclusion of the active duty service. If the service extends beyond 180 calendar days, the Housing Authority will seek a waiver of the 180 calendar day limit from HUD.

## **24.0 ANTI-FRAUD POLICY**

The Housing Authority is fully committed to combating fraud in its Housing Choice Voucher Program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading the Housing Authority. It results in the inappropriate expenditure of public funds and/or a violation of Housing Choice requirements.

Although there are numerous different types of fraud that may be committed, the two most common are the failure to fully report all sources of income and the failure to accurately report who is residing in the residence. The Housing Authority shall aggressively attempt to prevent all cases of fraud.

When a fraudulent action is discovered, the Housing Authority shall take action. It shall do one or more of the following things depending on circumstances and what it determines appropriate:

- A. Require the tenant to immediately repay the amount in question;
- B. Require the tenant to enter into a satisfactory repayment agreement;**
- C. Terminate the tenant's rental assistance;
- D. Refer the case for criminal prosecution; or

- E. Take such other action as the Housing Authority deems appropriate.

The housing authority will **not** allow repayment agreements for the payment of back rent/charges as a result of underreported income or other charges. However, the housing authority will allow repayment agreements for the payment of minimum rent charges when the rent was abated for a temporary period.

## **25.0 PROJECT-BASING HOUSING VOUCHERS**

### **25.1 SELECTION OF PROPERTIES TO PROJECT-BASE**

The Housing Authority has determined that project-basing some of its housing vouchers (not to exceed 20% of the inventory) is in the community interest. This effort is an appropriate option because it will deconcentrate poverty and expand housing and economic opportunity. The specifics of what the Housing Authority is seeking will be contained in an advertisement published in the manner prescribed by HUD that varies depending upon whether the units to be brought into the program are new construction, rehabilitated, or existing units. The actual selection of the units to be project-based shall also be in full accordance with HUD requirements.

### **25.2 OPERATION OF PROJECT-BASED PROPERTIES**

Project-based vouchers shall operate the same as tenant-based vouchers with the following exceptions.

#### **A. Project-Based Waiting List**

The Housing Authority shall use a separate waiting list for admission to the Project-Based Section 8 Assistance Program. However, the housing authority, at its discretion, can outsource the Project-Based Voucher (PBV) Program functions to the agency's non-profit affiliate for former public housing units removed from the ACC. The option to outsource the PBV Program functions also applies to agency affiliated Low-Income Housing Tax Credit (LIHTC) properties. When the PBV role is outsourced, the PBV waiting list will be maintained at each site. In each instance, a contract for services must be initiated between the agency and the third party ( including the non-profit affiliate) outlying work assigned to the third party. Although the PBV management and oversight role can be outsourced to a third party, the agency is still required to perform program compliance reviews to ensure compliance with HUD regulations.

All applicants will be maintained by bedroom size, then preference and date and time of application. If an applicant rejects an offer of assistance of the Project-



Based Assistance Program, the rejection will not alter the applicant's position on the Housing Choice Voucher Tenant Based Assistance Program.

The waiting list for the Project-Based Housing Choice Voucher Assistance Program will be maintained in accordance with the following guidelines:

1. The application will be a permanent file.
2. All applications will be maintained by bedroom size, preference and then in order of date and time of application.
3. Substantive contacts between the Housing Authority/third party and the applicant will be documented in the applicant file.

B. Admission Preferences

Same as admission preferences for the tenant-based assistance program

A. Selection from the Waiting List

If an applicant is removed from the site based Project-Based Assistance Program waiting list because of the rejection of an offer of a unit, the rejection will not alter the applicants' position on the Housing Choice Voucher Tenant Based Assistance Program waiting list. Likewise, if the owner or third party agent rejects the available applicant, the rejection will not be counted against the one unit offer and the family will maintain their position on the Project-Based Housing Choice Voucher Assistance Program. The owner/third party must promptly notify the Housing Authority in writing any rejected applicant of the grounds for any rejection.

Under this plan, the first qualified applicant in sequence on the Housing Choice Voucher site based Project-Based Assistance Program waiting list will be made an offer of project-based assistance based on the unit size available. If the available unit being offered is specifically designed for persons with mobility, sight and/or hearing impairments (referred to as accessible units), the Housing Authority/third party will skip over families not requiring the accessible unit to reach a family who does require such accommodation. Non-mobility impaired families will be offered these units if no family on the waiting list requires these features. The applicant family will only have one chance to accept a unit offer. If the applicant family rejects the offer, his or her name will be removed from the waiting list and he or she would have to re-apply. The applicant family will be notified in writing of the reason they are being removed from the waiting list and their right to an informal review as described in Section 4.10.

If more than one unit of the appropriate type and size is available, the first unit to be offered will be the first unit that is ready for occupancy.

The Housing Authority/third party will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for the rejection.

All Housing Choice Voucher Tenant Based Assistance waiting list families who want project-based units will be permitted to place their names on the Housing Choice Voucher site based Project-Based Assistance Program waiting list.

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

#### B. Project-Based Briefing

When the Housing Authority/third party selects a family from the waiting list, the family will be invited to attend a briefing explaining how the project-based program works. In order to be eligible for a vacant unit, all adult family members are required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission.

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

The briefing will cover at least the following subjects:

1. A description of how the program works;
2. Family and owner responsibilities;

3. The fact that the subsidy is tied to the unit. After the initial 12-month period, the family has the right to move and be issued a tenant-based voucher, if funding is available.

C. Project-Based Briefing Packet

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

1. How the Housing Authority/third party determines the housing assistance payment and total tenant payment for the family (including a copy of the utility allowances);
2. A statement of the Housing Authority's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the Housing Authority/third party to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses;
3. The HUD-required lead-based paint brochure;
4. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;
5. The family and owner responsibilities under the lease and HAP contract;
6. The grounds upon which the Housing Authority/third party may terminate assistance because of the family's action or inaction; and
7. The Housing Authority informal hearing procedures, including when the Housing Authority/third party is required to provide the opportunity for an informal hearing, and information on how to request a hearing.

D. Moves with Continued Assistance

Tenant families that are assisted with project-based assistance may move from the assisted building, and retain federal housing assistance if the assisted family has occupied the dwelling unit with the project-based voucher assistance for 12 months and has given the owner proper notice to vacate. The Housing Authority must provide the family with a Housing Choice Voucher. If no such assistance is available at the time the family moves, the Housing Authority will give the family priority to receive the next available tenant based voucher. Vouchers under funding allocations targeted by HUD for special purposes (e.g., Family

Unification, Mainstream, and Welfare-to-Work) are not available for this purpose, since they are required to be used only for the targeted purpose.

E. Rent Reasonableness/Comparability

The Housing Authority will not enter an agreement to enter into a housing assistance payments contract until the Housing Authority determines that the initial rent to owner under the HAP contract is a reasonable rent.

In making a rent reasonableness determination, the Housing Authority must determine whether the rent to owner is a reasonable rent in comparison to rent for other comparable unassisted units. To make this determination, the Housing Authority must consider:

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

a. Initial Rent

To determine that the initial rent to the owner is reasonable, the Housing Authority must use a qualified State-certified appraiser who has no direct or indirect interest in the property or otherwise.

For each unit type, the appraiser must submit a completed comparability analysis on Form HUD-92273 (Estimates of Market Rent by Comparison) for the Housing Authority review and approval. The appraiser must use at least three comparable units from the private unassisted market.

For units that are not HUD-insured or Housing Authority owned, the Housing Authority approves the initial rent to owner.

For units that are insured or Housing Authority owned, HUD must approve the initial rents.

b. Annual Adjustment of Rent to Owner

The Housing Authority at each annual anniversary date of the HAP contract will adjust the rent to owner in accordance with an owner's written request for a rent increase at least 120 calendar days before the HAP contract anniversary that includes a comparability study to determine the amount of such increase and a determination by the Housing Authority that the owner has

complied with all requirements of the HAP contract, including compliance with the HQS for all contract units.

c. Amount of Annual Adjustment

The adjusted rent to owner (for AHAP's in existence prior to January 16, 2001) equals the lesser of:

- i. The pre-adjustment rent to owner multiplied by the applicable Housing Choice Voucher annual adjustment factor published by HUD in the Federal Register;
- ii. The reasonable rent as determined by the Housing Authority in accordance with 24 CFR 983.256 as follows:
  - (1) In determining the annual adjustment of rent to owner, the adjusted rent to owner must not exceed a reasonable rent as determined by the Housing Authority "comparability study."
  - (2) The comparability study is an analysis of rents charged for comparable units. The Housing Authority comparability study must determine the reasonable rent for the contract units as compared with rents for comparable unassisted units. The adjusted rent for a contract unit may not exceed the reasonable rent as shown by the comparability study.
  - (3) The comparability will include a completed comparability analysis for each unit type on Form HUD-92273 (Estimates of Market Rent by Comparison). The comparability study may be prepared by Housing Authority staff or by another qualified appraiser. The appraiser may not have any direct or indirect interest in the property or otherwise.
  - (4) The comparability study must show how the reasonable rent was determined, including major differences between the contract units and comparable unassisted units.
  - (5) If the owner requests a rent increase by the 120-day deadline, the Housing Authority must submit a

comparability study to the owner at least 60 calendar days before the HAP contract anniversary.

iii. The rent requested by the owner.

For a HAP contract under an Agreement executed on or after June 1, 1998, the applicable factor is the published annual adjustment factor in effect 60 calendar days before the HAP contract anniversary. For a HAP contract under an Agreement executed before June 1, 1998, the applicable factor is the published annual adjustment factor in effect on the contract anniversary date.

In making the annual adjustment, the pre-adjustment rent to owner does not include any previously approved special adjustment.

The rent to owner may be adjusted up or down but will not be less than the initial rent to owner except as necessary to correct errors in establishing the initial rent in accordance with HUD requirements.

For Housing Authority owned units, the Housing Authority must request HUD approval of the annual adjustment. The Housing Authority will not increase the rent at the annual anniversary until and unless HUD has reviewed the Housing Authority comparability study, and has approved the adjustment.

The adjusted rent to owner (for AHAP's after January 16, 2001) is solely equal to the reasonable rent as determined by the Housing Authority in accordance with 24 CFR 983.256 as follows:

- (1) In determining the annual adjustment of rent to owner, the adjusted rent to owner must not exceed a reasonable rent as determined by the Housing Authority "comparability study."
- (2) The comparability study is an analysis of rents charged for comparable units. The Housing Authority comparability study must determine the reasonable rent for the contract units as compared with rents for comparable unassisted units. The adjusted rent for a contract unit may not exceed the

reasonable rent as shown by the comparability study.

- (3) The comparability will include a completed comparability analysis for each unit type on Form HUD-92273 (Estimates of Market Rent by Comparison). The comparability study may be prepared by Housing Authority staff or by another qualified appraiser. The appraiser may not have any direct or indirect interest in the property or otherwise.
- (4) The comparability study must show how the reasonable rent was determined, including major differences between the contract units and comparable unassisted units.
- (5) If the owner requests a rent increase by the 120-day deadline, the Housing Authority must submit a comparability study to the owner at least 60 calendar days before the HAP contract anniversary.

d. Special Adjustment of Rent to Owner (for AHAP's in existence prior to January 16, 2001)

At HUD's sole discretion, HUD may approve a special adjustment of the rent to owner. The Housing Authority may only make a special adjustment of the rent to owner if HUD has approved the adjustment. The owner does not have any right to receive a special adjustment.

A special adjustment may only be approved to reflect increases in the actual and necessary costs of owning and maintaining the contract units because of substantial and general increases in:

- i. Real property taxes;
- ii. Special governmental assessments;
- iii. Utility rates; or
- iv. Cost of utilities not covered by regulated rates.

A special adjustment may only be approved if and to the extent the owner demonstrates that cost increases are not adequately compensated by application of the published annual adjustment factor at the contract

anniversary. The owner must demonstrate that the rent to owner is not sufficient for proper operation of the housing.

The adjusted rent may not exceed the reasonable rent as determined by a comparability study.

The Housing Authority may withdraw or limit the term of any special adjustment. If a special adjustment is approved to cover temporary or one-time costs, the special adjustment is only a temporary or one-time increase of the rent to owner.

F. Maximum Subsidy

For the project-based housing program, the maximum Total Tenant Payment shall not exceed 30% of the family's adjusted monthly income.

G. Setting the Payment Standard

The HAP contract shall establish gross rents (rent to owner plus the allowance for tenant-paid utilities) that do not exceed 110 percent of the established Fair Market Rent (FMR), or any HUD-approved "exception payment standard" (i.e., a payment standard amount that exceeds 110 percent of the published FMR) for the area where the housing is located.

If a unit has been allocated a low-income housing tax credit under the Internal Revenue Code of 1986 at 26 U.S.C. 42, but is not located in a "qualified census tract" as defined in the law, the rent to owner may be established at any level that does not exceed the rent charged for comparable units in the same building that receive the tax credit but do not have additional rental assistance.

Within the limitations mentioned above, the initial rent to the owner may differ from payment standard amounts in the payment standard schedule adopted for the Housing Authority's tenant based voucher program. However, just as in the regular tenant based program, the initial and adjusted rent to owner must be reasonable in relation to rents charged in the private market for comparable unassisted units.



H. Assistance and Rent Formulas

The housing assistance payment is calculated in accordance with 24 CFR 983.260 as the gross rent minus the total tenant payment. The family share is calculated in accordance with 24 CFR 983.261 by subtracting the amount of the HAP from the gross rent.

I. Lead-Based Paint

Project-Based housing choice vouchers must comply with the typical HUD requirements for lead-based paint in housing units (24 CFR 35.700-730). In order for the Housing Authority to issue the project-based vouchers, the owner must supply the Housing Authority with proof that all lead-based paint requirements have been complied with.

L. Police and Security Personnel

Housing Choice Voucher Project-based assistance may be provided to police officers and security personnel who would otherwise not be eligible for housing assistance. Owners are required to apply to HUD (Field Office) for authorization to house over-income police officers and other security personnel in assisted units. The request must include:

1. A statement demonstrating the need for increased security at the development.
2. The proposed gross rent by unit size.
3. Any special conditions for occupancy.

## **26.0 VIOLENCE AGAINST WOMEN ACT**

The Violence Against Women Act (VAWA) protects tenants and family members of tenants who are victims of domestic violence, dating violence or stalking from eviction or termination from housing assistance based on act of violence against them. These provisions apply only to public housing authorities and to landlords using the tenant-based Housing Choice Voucher Program or residing in project-based Housing Choice Voucher housing.

The law provides in part that criminal activity directly relating to domestic violence, dating violence or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, will not be cause for termination of assistance, tenancy, occupancy rights if the tenant or an immediate member of the tenant's family is

the victim or threatened victim of that abuse. Also, the law provides that incidents or threats of domestic, dating violence or stalking will not be construed as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of a victim of such violence.

VAWA allows MRHA VIII to request an individual to certify via a HUD approved certification form that an individual is a victim of domestic violence, dating violence or stalking and that the incident or incidences of abuse are bona fide.

At the time MRHA VIII provides a tenant with a notice of termination of tenancy and eviction, MRHA VIII may request that an individual certify to domestic violence protection using such a form. Also, MRHA VIII may include such a certification form as part of a tenant packet or have such forms available at an administrative/management office. A separate certification form is required for each domestic violence incident. Without such a certification, MRHA VIII **may** terminate assistance.

An individual must provide such a certification within 10 business days after MRHA VIII request such a certification. MRHA VIII may extend the 10-day deadline. If an individual does not provide certification within 10 business days after MRHA VIII has requested such a certification, then MRHA VIII may terminate assistance for any tenant or lawful occupant that commits violations of the lease.

An individual may satisfy the certification requirement by:

- i. Providing MRHA VIII with documentation signed by an employee, agency or volunteer of a victim service provider, an attorney or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking or the effects of the abuse, in which the professional attests under penalty of perjury to the professional’s belief that the incident or incidents in question are bona fide incidents of abuse. A victim of domestic violence, dating violence or stalking must sign or attest to the documentation; or
- ii. Producing a Federal, State or local police or court record.

MRHA VIII is not required to demand that an individual produce official documentation or physical proof of an individual’s status as a victim of domestic violence, dating violence or stalking in order to receive protection from termination or eviction.

All information provided to MRHA VIII is confidential. Notice of these rights must be given to tenants.

## GLOSSARY

**1937 Housing Act:** The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.]

**Absorption:** In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family. [24 CFR 982.4]

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which a tenant's rent is based.

**Administrative fee:** Fee paid by HUD to the housing authority for the administration of the program.

**Administrative Plan:** The plan that describes housing authority policies for the administration of the tenant-based programs.

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

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An emancipated minor is also considered an adult. An adult must have the legal capacity to enter a lease under State and local law. In the anti-drug portions of this policy, it also refers to a minor who has been convicted of a crime as an adult under any Federal, State or tribal law.

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly and disabled families, disability expenses, and

child care expenses for children under 13 years of age. Other allowances can be given at the discretion of the housing authority.

**Amortization Payment:** In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home. If furniture was included in the purchase price, the debt service must be reduced by 15% to exclude the cost of the furniture. The amortization cost is the initial financing, not refinancing. Set-up charges may be included in the monthly amortization payment.

**Annual Contributions Contract (ACC):** The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program.

**Annual Income:** All amounts, monetary or not, that:

- a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
- b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- c. Are not specifically excluded from Annual Income.
- d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

**Applicant (applicant family):** A family that has applied for admission to a program but is not yet a tenant in the program.

**Assets:** see net family assets.

**Asset Income:** Income received from assets held by household members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income.

**Assisted lease (lease):** A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the housing authority.

**Business Days:** Days the housing authority is open for business.

**Certification:** The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age.

**Child care expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

**Citizen:** A citizen or national of the United States.

**Common space:** In shared housing: Space available for use by the assisted family and other occupants of the unit.

**Congregate housing:** Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

**Consent form:** Any consent form approved by HUD to be signed by assistance applicants and tenants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or tenants to determine eligibility or level of benefits.

**Contiguous MSA:** In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.

**Continuously assisted:** An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Housing Choice Voucher Program or is temporarily residing in a shelter for a legitimate reason.

**Cooperative:** Housing owned by a corporation or association, and where a member of the corporation or association has the right to reside in a particular unit, and to participate in management of the housing.

**Cooperative member:** A family of which one or more members owns membership shares in a cooperative.

**Covered Families:** Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for

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

**Covered Person:** For purposes of the anti-drug provisions of this policy, a covered person is a tenant, any member of the tenant's household, a guest or another person under the tenant's control.

**Currently engaging in:** With respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity, currently engaging in means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current.

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

**Decent, safe, and sanitary:** Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

**Department:** The Department of Housing and Urban Development.

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

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

**Disabled family:** A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

**Disabled person:** See "person with disabilities."

**Displaced family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

**Displaced person:** A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

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

**Drug-related criminal activity:** The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

**Drug trafficking:** The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

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

**Elderly family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

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

**Employment:** Employment for admission preference purposes is defined as: Employment must be current and have lasted a minimum of 365 calendar days prior to the time the preference is claimed. The employment must provide a minimum of 30 hours of work per week for the family member claiming the preference. A break in employment up to 30 days will be considered to have fulfilled the employment preference.

The amount of earned income shall not be a factor in granting this preference.

The employment part of this preference is also extended equally to, (1) a family if the head, spouse, or sole member is 62 years of age or older or who is receiving social security or Supplemental Security Income disability benefits or any other payments based on the individual's inability to work and, (2) any family whose head, spouse, co-head or unrelated partner of head of household is currently a full time student or enrolled in an employment training program.

**Evidence of citizenship or eligible status:** The documents that must be submitted to evidence citizenship or eligible immigration status.

**Exception rent:** An amount that exceeds the published fair market rent.

**Extremely low-income families:** Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median

income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.).

**Fair market rent (FMR):** The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately-owned existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

**Family** includes but is not limited to:

- a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- b. An elderly family;
- c. A near-elderly family;
- d. A disabled family;
- e. A displaced family;
- f. The remaining member of a tenant family; and
- g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

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

**Family Rent to Owner:** In the housing choice voucher program, the portion of rent to owner paid by the family.

**Family self-sufficiency program (FSS program):** The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

**Family share:** The portion of rent and utilities paid by the family or the gross rent minus the amount of the housing assistance payment.

**Family unit size:** The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

**First-time homeowner:** In the homeownership option, a family of which no member owned any present ownership interest in a residence of any family member during the three years before commencement of homeownership assistance for the family. The term "first-time homeowner"



includes a single parent or displaced homemaker (as those terms are defined in 12 U.S.C. 12713) who, while married, owned a home with his or her spouse, or resided in a home owned by his or her spouse.

**50058 Form:** The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process, and, at the option of the housing authority, for interim reexaminations.

**FMR/exception rent limit:** The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Housing Choice Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

**Full-time employment:** Employment that averages at least 30 hours per week. This can include self-employment as long as the employee earns at least the average of the federal minimum wage over a 30 hour period.

**Full-time student:** A person who is attending school or vocational training on a full-time basis as defined by the institution.

**Gross rent:** The sum of the rent to the owner plus any utilities.

**Group Home:** A dwelling unit that is licensed by a State as a group home for the exclusive tenential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

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

**Head of household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

**Home:** In the homeownership option: A dwelling unit for which the Housing Authority pays homeownership assistance.

**Homeowner:** In the homeownership option, a family of which one or more members owns title to the home.

**Homeownership assistance:** In the homeownership option, monthly homeownership assistance payments by the Housing Authority. Homeownership assistance payment may be paid to the family, or to a mortgage lender on behalf of the family.

**Homeownership expenses:** In the homeownership option, a family's allowable monthly expenses for the home, as determined by the Housing Authority in accordance with HUD requirements.

**Homeownership option:** Assistance for a homeowner or cooperative member under Sec. 982.625 to Sec. 982.641. A special housing type.

**Household members:** include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

**Housing Assistance Payment (HAP):** The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

**Housing quality standards (HQS):** The HUD minimum quality standards for housing assisted under the Housing Choice Voucher program.

**Housing voucher:** A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The housing choice voucher also states the obligations of the family under the program.

**Housing choice voucher holder:** A family that has an unexpired housing choice voucher.

**Imputed income:** For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

**Imputed welfare income:** The amount of annual income not actually received by a family, as a result of a welfare benefit reduction for welfare fraud or the failure to comply with economic self-sufficiency requirements that is nonetheless included in the family's annual income for purposes of determining rent.

**Income category:** Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

**Incremental income:** The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

**Initial Housing Authority:** In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

**Initial payment standard:** The payment standard at the beginning of the HAP contract term.

**Initial rent to owner:** The rent to owner at the beginning of the initial lease term.

**Interest in the home:** In the homeownership option:

- a. In the case of assistance for a homeowner, “interest in the home” includes title to the home, any lease or other right to occupy the home, or any other present interest in the home.
- b. In the case of assistance for a cooperative member, “interest in the home” includes ownership of membership shares in the cooperative, any lease or other right to occupy the home, or any other present interest in the home.

**Interim (examination):** A reexamination of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrant such a reexamination.

**Jurisdiction:** The area in which the housing authority has authority under State and local law to administer the program.

**Law enforcement agency:** The National Crime Information Center (NCIC), police departments and other law enforcement agencies that hold criminal conviction records.

**Lease:** A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the housing authority.

**Legal capacity:** The tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

**Live-in aide:** A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- a. Is determined to be essential to the care and well-being of the persons;
- b. Is not obligated for the support of the persons; and
- c. Would not be living in the unit except to provide the necessary supportive services.

A live-in aide is not a party to the lease.

**Low-income families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

**Manufactured home:** A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

**Manufacture home space:** In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

**Medical expenses:** Medical expenses, including medical insurance premiums that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

**Membership shares:** In the homeownership option, shares in a cooperative. By owning such cooperative shares, the share-owner has the right to reside in a particular unit in the cooperative, and the right to participate in management of the housing.

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

**Moderate rehabilitation:** Rehabilitation involving a minimum expenditure of \$1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

- a. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance); or
- b. repair or replace major building systems or components in danger of failure.

**Monthly adjusted income:** One twelfth of adjusted income.

**Monthly income:** One twelfth of annual income.

**Mutual housing** is included in the definition of "cooperative".

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

**Near-elderly family:** A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62 living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

**Net family assets:**

- a. Net cash value after deducting reasonable costs that would be incurred in disposal of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

- b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.
- d. For purposes of determining annual income under Housing Choice Voucher Homeownership, the term “net family assets” does not include the value of a home currently being purchased with assistance under the Housing Choice Voucher Homeownership Program. This exclusion is limited to the first 10 years after the purchase date of the home.

**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.

**Occupancy standards:** The standards that the housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

**Other person under the tenant’s control:** For the purposes of the definition of covered person it means the person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined in this section) because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant’s control.

**Owner:** Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing. In the anti-drug related Areas of this policy, it means the owner of federally assisted housing.

**Tenant (tenant family):** A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a tenant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

**Payment standard:** In a housing choice voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a

housing choice voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

**Permanently absent:** A person or persons not actually residing in the unit who once lived there and does not intend to return. One becomes permanently absent when one vacates the unit.

**Person with disabilities:** A person who:

- A. Has a disability as defined in 42 U.S.C. 423
- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
  - 1. Is expected to be of long-continued and indefinite duration;
  - 2. Substantially impedes his or her ability to live independently; and
  - 3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
- C. Has a developmental disability as defined in 42 U.S.C. 6001

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

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

**Portability:** Renting a dwelling unit with Housing Choice Voucher tenant-based assistance outside the jurisdiction of the initial housing authority.

**Premises:** The building or complex in which the dwelling unit is located, including common areas and grounds. For purposes of the anti-drug provisions of this policy it means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

**Present ownership interest:** In the homeownership option, "Present ownership option" in a residence includes title, in whole or in part, to a residence, or ownership, in whole or in part, membership shares in a cooperative. "Present ownership interest" in a residence does not include the right to purchase title to the residence under a lease-purchase agreement.

**Preservation:** This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of

properties developed with project-based Housing Choice Voucher rental assistance whose HAP contracts are about to expire.

**Private space:** In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

**Processing Entity:** The person or entity who is responsible for making eligibility and related determinations and an income reexamination. In the Housing Choice Voucher and public housing programs the processing entity is the responsibility entity.

**Project-Based Assistance Program:** A Housing Choice Voucher program administered by an Housing Authority pursuant to 24 CFR part 983, as amended by HUD in the Federal Register, Vol. 66, No. 10 on January 16, 2001 *Revisions to PHA Project-Based Assistance Program; Initial Guidance*.

**Proration of assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

**Public Housing:** Housing assisted under the 1937 Act, other than under Housing Choice Voucher rental assistance. Public housing includes dwelling units in a mixed finance project that are assisted by a PHA with capital or operating funds.

**Public Housing Agency:** A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

**Reasonable rent:** A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

**Receiving Housing Authority:** In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a housing choice voucher, and provides program assistance to the family.

**Re-certification:** A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

**Remaining member of a tenant family:** A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

**Rent to owner:** The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

**Resident:** The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit. The term resident is interchangeable with the term tenant.

**Responsible Entity:**

- A. For the public housing program, the Section 8 tenant-based assistance program (24 CFR 982), and the Housing Choice Voucher project-based voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;
- B. For all other Housing Choice Voucher programs, responsible entity means the Housing Choice Voucher project owner.

**Set-up charges:** In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

**Shared housing:** A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

**Shelter allowance:** That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

**Single person:** Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

**Single room occupancy housing (SRO):** A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

**Special admission:** Admission of an applicant that is not on the housing authority waiting list, or admission without considering the applicant's waiting list position.

**Special housing types:** Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

**Specified welfare benefit reduction:**

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
- B. "Specified welfare benefit reduction" does not include a reduction or termination of



welfare benefits by the welfare agency:

1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
3. because a family member has not complied with other welfare agency requirements.

**State Wage Information Collection Agency (SWICA):** The State agency receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

**Statement of family responsibility:** An agreement in the form prescribed by HUD, between the housing authority and a family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

**Statement of homeowner obligations:** In the homeownership option, the family's agreement to comply with program obligations.

**Subsidy standards:** Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**Suspension:** Stopping the clock on the term of a family's housing choice voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

**Temporarily absent:** A person or persons not actually residing in a unit for a period of time while still maintaining control of the unit. If the absence exceeds 30 calendar days, the Housing Authority must agree to the absence.

**Tenant:** The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit. The term tenant is interchangeable with the term resident.

**Third-party (verification):** Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

**Tolling:** see suspension.

**Total tenant payment (TTP):**

- (1) Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of:
  - a. 30% of the family's monthly adjusted income;
  - b. 10% of the family's monthly income;
  - c. Minimum rent; or
  - d. if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.
  
- (2) If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

**Utility allowance:** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

**Utility hook-up charge:** In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

**Utility reimbursement:** The portion of the housing assistance payment that exceeds the amount of the rent to owner. It is only paid when the housing assistance payment exceeds the rent to owner. If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

**Verification:**

- a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).

b. The three types of verification are:

- (1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.
- (2) Documentation such as a copy of a birth certificate or bank statement
- (3) Family certification or declaration (only used when third-party or documentation verification is not available)

**Very low-income families:** Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

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

**Voucher (rental voucher):** A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

**Voucher holder:** A family holding a housing choice voucher with unexpired search time.

**Waiting list admission:** An admission from the housing authority waiting list. [24 CFR 982.4]

**Welfare Assistance:** Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments (including assistance provided under the Temporary Assistance for Needy Families (TANF) program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at 45 CFR 260.31).

45 CFR 260.31 defines the term “assistance” to include cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

It includes such benefits even when they are:

- A. Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and
- B. Conditioned on participation in work experience or community service (or any

other work activity under 45 CFR 261.30).

Except where excluded later in this definition, it also includes supportive services such as transportation and childcare provided to families who are not employed.

The term "assistance" excludes:

- A. Nonrecurrent, short-term benefits that:
  - 1. Are designed to deal with a specific crisis situation or episode of need;
  - 2. Are not intended to meet recurrent or ongoing needs; and
  - 3. Will not extend beyond four months.
- B. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);
- C. Supportive services such as child care and transportation provided to families who are employed;
- D. Refundable earned income tax credits;
- E. Contributions to, and distributions from, Individual Development Accounts;
- F. Services such as counseling, case management, peer support, childcare information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and
- G. Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

**Welfare rent:** In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

**Welfare -to-Work (WTW) families:** Families assisted with housing choice voucher funding awarded under the HUD welfare-to-work voucher program.

## ACRONYMS

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PBC	Project-Based Certificate (program)
QHWRA	Quality Housing and Work Responsibility Act of 1998
PHA	Public Housing Agency
TTP	Total Tenant Payment



**MISSISSIPPI REGIONAL HOUSING AUTHORITY VIII**

**FAMILY SELF-SUFFICIENCY PROGRAM  
ACTION PLAN**

**10430 Three Rivers Road  
Post Office Box 2347  
Gulfport, MS 39505-2347 analysis  
(228) 831-2992**

**MISSISSIPPI REGIONAL HOUSING AUTHORITY VIII  
FAMILY SELF-SUFFICIENCY PROGRAM ACTION PLAN**

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### **Note Reference to the HUD Law**

This Action Plan is based on HUD’s Family Self-Sufficiency Program regulations found in Title 24, Code of Federal Regulations (CFR), Chapter IX, Part 982, Subpart A, Sections 101 through 105, Subpart B, Sections 201 through 204, Subpart C, Sections 303 through 306 and, Subpart D, Section 401. Hereinafter these references will be cited by part and section numbers only, such as §984.101.

As part of the FSS Program the Homeownership Voucher Program Option will be offered to participants who qualify for the first time homeowner status. All policy and procedure requirements for the Homeownership Program shall be in accordance with its HUD Law, Title 24, CFR, Chapter IX, Part 982 and, Sections 625 through 641, MRHA VIII's Homeownership Voucher Program Option Action Plan and, the MRHA Family Self-Sufficiency Action Plan as it applies.

**Acronyms**

CFR	Code of Federal Regulations	
COP	Contract of Participation	
FMR	Fair Market Rent	
FSS	Family Self-Sufficiency	
HA	Housing Authority	
HCV	Housing Choice Voucher (formerly known as Section 8)	
HFH	Habitat for Humanity	
HUD	U. S. Housing and Urban Development Department	
ITSP	Individual Training and Service Plan	
MOU	Memorandum of Understanding	
MRHA VIII	Mississippi Regional Housing Authority VIII	
PCC	(FSS) Program Coordinating Committee	
SBA	Small Business Administration	
SCORE	Service Corps of Retired Executives, a Volunteer Program Offered by SBA	
TANF	Temporary Assistance to Needy Families	
TTP	(HCV) Total Tenant Payment (the share of the rent they pay)	

**Definitions**

Mortgage Ready	Have completed at least eight hours of HUD approved home buyer education, financial counseling, debt is being managed successfully and a credit score high enough to proceed with obtaining a home loan.
Voucher Payment Standard	The HA determines a payment standard that is the amount generally needed to rent a moderately-priced dwelling unit in the local housing market and that is used to calculate the amount of housing assistance a family will receive.
Unit Size	Number of bedrooms in a dwelling unit (apartment or home). Family size will determine the number of bedrooms a FSS participant family will qualify for rental assistance in the HCV or Public Housing Programs.
Welfare Assistance	For purposes of the FSS Program only, it means income assistance from federal or state welfare programs and includes only cash maintenance payments designed to meet a family's on-going basic needs. Refer to §984.103 (definitions) for more detail.

**MISSISSIPPI REGIONAL HOUSING AUTHORITY VIII  
FAMILY SELF-SUFFICIENCY PROGRAM ACTION PLAN**

**INTRODUCTION - §984.101**

The mission of the Family Self-Sufficiency Program (FSS) is to assist Housing Choice Voucher (HCV) clients achieve economic independence and self-sufficiency by reducing their dependency on welfare assistance, housing assistance and, other federal, state and local subsidies.

The goal is to enhance the FSS participants' self-esteem and standard of living as they become productive in their communities. Participant and Program success will be achieved through a referral system of supportive services. To meet these goals, Mississippi Regional Housing Authority VIII (MRHA VIII) has and will continue to establish partnerships with public and private resources to provide quality supportive services for participants' economic independence in areas such as transportation, childcare, education, life skills, employment and homeownership. The expectation is a continued participant goal of economic independence that will continue beyond the completion of the FSS Program.

**I. DEMOGRAPHICS – §984.201(d)(1)**

MRHA VIII's Housing Choice Voucher Program includes a total of 5,672 vouchers with 3,700 in use as of February 2008. The following demographics were based on the current families in the FSS Program and where possible compared to all HCV clients at MRHA VIII.

**A. Racial, Elderly, Disabled and Able-Bodied Characteristics**

In February 2008, there were 30 participants: 21 resided in Harrison County; 7 in Jackson; and, 1 each in both Forrest and Marion Counties. The FSS participants' racial and ethnic composition is not reflective of the males or all the ethnic groups of the HCV families. The participants are all women with 50% between the ages of 26 to 35 and, 50% between the ages of 36 to 55. "Non-Elderly" refers to clients without elderly or disabled status and minors are dependents under age 18.

**MRHA VIII Total Occupants**

Sex	White	Black	American Indian Alaska Native	Asian	Native Hawaiian	Hispanic Or Latino	Elderly or Disabled	Non-Elderly	Adults	Minors
Female	1,016	5,558	3	40	1	113	1,114 No Separation	9,132 No Separation	3,904	2,723
Male	495	3,090	2	28	1	70			883	2,736

Source: MRHA VIII Database System's Voucher Analysis Report based on active HCV occupant count of 10,246 as of 12/10/2007.

**MRHA VIII Family Self-Sufficiency Program Occupants**

Sex	White	Black	American Indian Alaska Native	Asian	Native Hawaiian	Hispanic Or Latino	Elderly or Disabled	Non-Elderly	Adults	Minors
Female	2	28	0	0	0	0	4	26	30	23
Male	0	0	0	0	0	0	0	0	1	26

Source: MRHA VIII Database System's Voucher Analysis Report based on active FSS participants as of 02/01/2008.

**B. Income Characteristics**

While the gross average annual “All Families” income source category revealed that HCV FSS participants earn approximately 29% more than non-FSS HCV clients, only 43% of the FSS participants earn over \$14,000, which is MRHA VIII’s required minimum annual income level to qualify for the HCV Homeownership Voucher Program Option. The FSS participants income sources are: wages - 50% full time and 25% part time; TANF - 4%; Retirement pensions, Social Security or Supplemental Security Income - 16%; and, other sources - 5%.

**MRHA VIII Average Annual Gross Income Sources**

Gross Income Sources	HCV Clients	HCV FSS Clients
All Families	\$10,826	\$13,992
Employed Members	\$15,381	\$12,120
Elderly	\$9,521	\$11,700
Disabled	\$9,766	\$7,524
Receiving TANF	\$9,883	\$1,752

Source: MRHA VIII Database System’s Voucher Analysis Report based on current enrollment of 30 FSS participants as of 02/01/2008. MRHA VIII Database System’s Voucher Analysis Report based on active HCV occupant count of 10,246 as of 12/10/2007.

**MRHA VIII HCV and FSS Clients Meeting the Homeownership Voucher Program Minimum Annual Income Requirement of \$14,000**

Gross Income Sources	HCV Clients	HCV FSS Clients
Earning Under \$14,000	2,258	17
Earning Over \$14,000	1,059	13

Source: MRHA VIII Database System’s Voucher Analysis Report based on current enrollment of 30 FSS participants as of 02/01/2008. MRHA VIII Database System’s Voucher Analysis Report based on active HCV occupant count of 10,246 as of 02/20/2008.

**C. FSS Families Supportive Service Needs Expected – §984-201(8)**

Below are the average percentages of expected and current supportive service needs of the current 30 FSS participants as of February 2008, which are as follows:

- 29% - GED;
- 29% - Post Secondary Education;
- 63% - Vocational Education;
- 69% - Job Search, Placement and Job Retention;
- 17% - Transportation;
- 54% - Mentoring; and,
- 92% - Homeownership.

At 92%, FSS participants have made the goal of homeownership their primary supportive service need. To meet that demand, the Homeownership Voucher Program Option will be made available to HCV FSS participants who qualify as first time homeowners under HUD regulations and as specified in the MRHA VIII Homeownership Voucher Program Option Action Plan. FSS enrollment will be allowed for HCV clients who are mortgage ready for first time homeownership through two methods,

which includes *Without Preference* and *With Selection Preference* (Refer to Part III FSS Family Selection Procedures of this Plan).

The second most requested group of service needs at 66% are vocational education, job search, job placement and job retention. Again, FSS enrollment for this group will be allowed through two methods, which includes *Without Preference* and *With Selection Preference* (Refer to Part III FSS Family Selection Procedures of this Plan).

Other expected supportive service needs include but are not limited to the following:

- Child Care;
- Job Training;
- Health Services;
- Counseling - Alcohol/Substance Abuse or other Social Assistance;
- Personal and Parenting Skills;
- Household Management;
- Credit Counseling and Financial Management;
- Home Buyer Education to Become Mortgage Ready; and,
- First Time Home Purchase.

The success of MRHA VIII's FSS Program will greatly depend on how effectively the participants' supportive service needs are met. It is anticipated that each participant's needs may be different and change over time. The FSS Coordinator will work with each FSS applicant and participant to determine service needs both at enrollment and throughout the participant's FSS Contract.

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## **FAMILY SELF-SUFFICIENCY SUMMARY**

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### **II. PROGRAM SUMMARY**

#### **A. Program Funding**

The Annual Contributions Contract with the U.S. Housing and Urban Development Department (HUD) is the funding source for the FSS Program and the FSS Coordinator position. As the Program expands MRHA VIII may add additional FSS staff to assist the FSS Coordinator.

#### **B. Timetable for Program Implementation - §984.201(11) and §984.301**

The FSS Program implementation occurred in 1995. Outreach selection and enrollment activities are on-going. FSS slots continue to be filled as vacancies occur and as additional slots are created. The services identified in this Plan are in place and assessed periodically by the FSS Coordinator. Various methods may be utilized such as FSS participants' surveys and interviews or, other format as may be required by HUD. Agency processes for continued implementation of the Program will be revised when needed in accordance with HUD regulations and requirements.

### **C. Program Size - §984.105(b)(i)**

- 1995 HUD Approved 58 FSS Program Participant Slots.
- 2001 HUD Approved Reduction of FSS Slots from 58 to 48.
- 2005 HUD Approved Reduction of FSS slots from 48 to be maintained at 25.
- 2008 HUD Approved 100 FSS slots (19 Mandatory and 81 Voluntary).  
Plus an additional 50 FSS slots if needed, to serve more families.

MRHA VIII's jurisdiction includes 14 counties. From 1995 through 2005, FSS enrollment was focused in 3 Counties (Harrison, Forrest and Jackson), because they were the most populated areas with a significant higher availability of supportive services. In 2006, the FSS Program was expanded to include MRHA VIII's other Counties, which include Covington, George, Greene, Hancock, Jones, Lamar, Pearl River, Marion, Perry, Stone and Wayne.

### **D. Estimate of Participating Families – §984.201(d)(2)**

As of February 2008, MRHA VIII had 500 HCV clients on the FSS Waiting List to enroll in the Program. To serve more families, the Program increased its HUD approved slots from 25 to 100 with an option to increase up an additional 50 slots when needed. It is anticipated that 100% of the 150 slots will be filled and that participants will benefit from one or more supportive services.

### **E. HCV Outreach Efforts for FSS Participants– §984.201(d)(6)**

Efforts will be targeted equally to minority and non-minority families to ensure that non-English and limited English speaking families receive information and have the opportunity to participate in the FSS Program. Efforts will also be made to serve persons with disabilities including but not limited to persons that have impaired vision or hearing. Referrals will be screened for eligibility and selection in accordance with HUD regulations and this Plan.

Publication and public outreach efforts for the FSS Program shall include, but not be limited to, dissemination and distribution of FSS Program media sources (i.e. flyers, brochures, slide presentations, etc.) to community partners (both private and public), HCV clients, FSS applicants and the public. Interpreters for the non-speaking English language, the deaf, developmentally disabled and, hearing impaired will be used as needed. HCV clients with visual or hearing impairments may contact any of the MRHA VIII offices which are accessible by Teletypewriter for the Visually Impaired (TTY) and Telecommunications Device for the Hearing Impaired (TDD). Outreach informational material may include but not be limited to:

- Details about Program History
- Requirements for Eligibility
- Participant Responsibilities
- Available Resources
- Application Procedures
- Program Benefits

**F. Assurance of Non-Interference of Non-Participating Families Rights - §984.201(d)(10)**

MRHA VIII's FSS Program is a voluntary program under current HUD guidelines. As a voluntary program HCV clients who elect not to participate will not be negatively affected in regards to admission or on-gong occupancy in the Housing Choice Voucher Program.

**G. Nondiscrimination and Reasonable Accommodation - §984.201(d)(4)**

MRHA VIII shall administer the FSS Program and activities relating to its applicants and participants in a manner that complies fully with all federal, state and local nondiscrimination and reasonable accommodation laws. This includes the Americans with Disability Act, the Fair Housing Act and, any HUD's regulations and requirements to affirmatively further fair housing. No individual person or family shall be excluded from participation in, or be denied the benefits of, or otherwise be subjected to discrimination under the FSS Program on the grounds of race, color, national origin, sex, religion, familial status or disability.

MRHA VIII will conduct an analysis of impediments to fair housing choice as required by HUD within its jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analyses and actions in this regard.

Reasonable accommodations shall be made for individuals with mobility, manual, sensory, speech impairments, mental or developmental disabilities as in accordance with §984.203(c)(2). In addition, MRHA VIII upon request shall provide reasonable accommodation for HCV clients' head of household who do not have the elderly or disabled family status but who have family members with disabilities who shall require special accommodations to take advantage of the services provided through the FSS Program enrollment and participation.

**H. Supportive Services Outreach and Certification of Coordination – §984.201(12) and 984.203(a)(3)**

MRHA VIII and the FSS Coordinator shall continue to refine the FSS Program with public and private supportive service programs and other resources within its 14-county jurisdiction. Supportive FSS participant resources described in this Plan are coordinated on multiple levels to avoid duplication of services between the FSS Program and other local self-sufficiency program partners. Memorandums of Understanding (MOU) certify the coordination of supportive services and will include the conditions for referral by local self-sufficiency partners of mutual clients to enroll in the FSS Program's "With Preference Selection" (Refer to Part III.A.2. of this Plan). Records will be maintained to reflect this coordination.

**I. Measuring Program Success**

The FSS Program success shall be determined by:

- Number of HCV clients enrolled in the Program;
- Number of participants with increased earnings that result in an escrow account;

- Number of participants who complete the Program; and,
- Number of participants, who complete their FSS Contract goals, such as:
  - No longer need Welfare benefits;
  - Free of cash Welfare assistance (HUD required);
  - Gained a GED or High School Diploma;
  - Sought and found employment (HUD required);
  - Completed training or educational program;
  - Obtained higher paying employment;
  - Received financial counseling and repaired credit history;
  - Completed homebuyer education and received homeownership counseling (HUD required for the Homeownership Voucher Program Option); and,
  - Purchased first home.

## **J. Compliance with HUD Filing Requirements– §984.401(a-d)**

MRHA VIII will submit to HUD in a form prescribed by HUD any required reports regarding the FSS Program and maintain records of such. MRHA VIII uses the Scott Accounting and Computer Service, Incorporated software to electronically file its HUD-50058 and other related FSS data.

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# **FAMILY SELF-SUFFICIENCY PROGRAM OPERATION**

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## **III. FAMILY SELECTION– §984.201(d)(3-4) AND §984.203**

### **A. HUD Requirements Governing FSS Selection**

At all times HCV families will be selected in accordance within all HUD regulations and guidelines for FSS Program participation.

#### **1. Without Preference Selection - §984.203(b)**

HCV FSS slots will be filled by eligible families through its Objective Selection System, which includes the following steps:

- = First - The HCV client must have held a lease for at least one year through MRHA VIII's Housing Choice Voucher Program before requesting to be in FSS.
- = Second - As a motivational factor, HCV client applicants will be required to attend a briefing, complete an application packet (FSS Application, Needs and Assessment and Release of Authorization) and, go through the enrollment interview process. Upon request, reasonable accommodations shall be made.
- = Third - Before signing the FSS Contract of Participation it will be confirmed that the HCV client does not owe money to MRHA VIII or any other public housing authority. If



money is owed the client must pay it in full before further enrollment consideration is given.

- = FSS Program Waiting List - If a FSS slot is not available the HCV applicant's name will be added to this List and kept by the date order in which they requested enrollment.

## 2. **With Preference Selection - §984.203(a)**

### (a) **Percentage of FSS Slots - §984.203(a)(1)**

MRHA VIII will exercise its right to give a *With Preference Selection* for immediate enrollment for HCV FSS applicants on the waiting list. The number allowed to enroll using this method will not exceed 50%, or 75, of MRHA VIII's combined total 150 FSS slots at any given time. This enrollment procedure and determination for the *With Preference Selection* will be made by the FSS Coordinator. The *With Preference Selection* will require a referral from one of MRHA VIII's self-sufficiency or homeownership programs partners. The written referral shall describe the client's level of commitment to achieve success in their organization's program(s). The two groups of activities that shall be considered for the *With Preference Selection* are: Education and/or Job Search, Placement and Retention; and, First Time Homeownership.

- = Education and/or Job Search, Placement and Retention Referral – Shall require that the referring organization describe the activities that the HCV participant is involved in and list why the FSS Program will be of benefit to the mutual client.
- = Homeownership Referral – Shall require the referring organization to advise that the mutual client is mortgage ready. If the client is a Habitat for Humanity (HFH) referral he/she must have completed at least the required HFH "core sweat equity hours" and be actively working towards completion of the remaining sweat equity hours to become a homeowner.

To further the Objective Selection System within the *With Preference Selection* the groups will be limited to the number of slots based on the previous and expected percentage of service needs for FSS participants, which are as follows:

- = 44 - FSS Slots for Homeownership ( $75 \times 58\% = 44$ )
- = 31 - FSS Slots for Education, Job Search/Placement/Retention ( $75 \times 42\% = 31$ )

Formula Used: Homeownership = 92% - Expected Service Need  
Education and/or Job Search, Placement and Retention = 66% - Expected Service Need  
( $92\% + 66\% = 1.58$ )                      ( $92\% \div 1.58 = 58\%$ )                      ( $66\% \div 1.58 = 42\%$ )

### (b) **FSS Related Service Programs for Preference Selection - §984.201(d)(3) and §984.203(a)(2)**

The related local self-sufficiency services and/or programs to which MRHA VIII will give a *With Preference Selection* for enrollment in the FSS Program will include, but not be limited, to the following:

- Other Housing Authorities
- Vocational Rehabilitation Agencies
- Workforce Investment Network Job Centers
- Educational Institutions
- Client Advocacy/Service Provider Agencies
- Department of Health and Human Services

- Housing Counseling Agencies
- Habitat for Humanity
- Community Action Agencies

## **C. Portability Procedures – §984.306**

A family participating in the MRHA VIII FSS Program may port-out the first year after the effective date of their Contract of Participation if the receiving Housing Authority (HA) voluntarily agrees to allow the transfer. MRHA VIII will when ever possible allow a HCV FSS port-in from another HA.

### **1. Port-In Transfers**

MRHA VIII may accept HCV portable transfers into the Program if they have an active FSS Contract with the initial HA. It is the responsibility of the HCV client porting-in to notify the FSS Coordinator on their FSS status within 30 days of the effective date of the MRHA VIII HCV lease. Port-in transfers will be selected at the discretion of MRHA VIII based on availability.

If MRHA VIII ports-in the FSS participant, he/she will be notified by mail. The Coordinator will request a copy of the current Contract of Participation, Individual Training and Services Plan and request transfer of any escrow funds from the initial HA.

Once confirmed that the port-in FSS participant does not owe money to the initial HA or any other HA, he/she must complete the MRHA VIII FSS application packet and sign a new COP for the remaining term of the initial Contract. The ITSP will either be continued or modified if needed.

If a transfer client is not accepted the Coordinator will mail a letter of notice on FSS port-in denial. The client may submit a written request for an Informal Hearing within ten calendar days from the date of the letter. Procedures and guidelines from the MRHA VIII Administrative Plan and this FSS Plan will be followed.

### **2. Port-Out Transfers**

It is the responsibility of an MRHA VIII HCV FSS participant to notify the other housing authority's FSS staff of their request to port-in. However, MRHA VIII will make every effort to ensure that the receiving HA is aware of the HCV client's FSS status. The participant must abide by the rules and regulations for FSS portability at the receiving agency.

Once the receiving HA has agreed to accept the HCV client's FSS port-in status, MRHA VIII will send a copy of the COP and ITSP to the receiving agency. Upon request, MRHA VIII will transfer the escrow balance to the receiving agency. If a request for funds is not received within 60 days of HCV lease-up, any balance in the escrow account at MRHA VIII will be considered forfeited.

## **IV. CONTRACT OF PARTICIPATION - §984.303**

All applicants selected for participation in the FSS Program will be required to sign a FSS Contract of Participation (COP). MRHA VIII shall use HUD approved COP. The Contract includes an Individual Training and Services Plan (ITSP) that shall be developed based on the individual FSS participant's needs. The Contract is executed on the first day of the month following the contract signing date and is a five year agreement between MRHA VIII and the participant. The FSS Coordinator and the participant may mutually agree to modify the ITSP if need during the Contract term.

### **A. Individual Training and Services Plan**

The participant's goals shall be determined in joint effort with the FSS Coordinator through dialogue and information ascertained from the FSS application packet, the briefing and personal client interviews. While the ITSP will be customized to fit each FSS participant and their family's needs, HUD requires the following goals:

- To be free from cash welfare assistance twelve consecutive months prior to completion of the FSS COP; and,
- The Head of Household must seek and find employment.

Although other family members may establish an ITSP, the HCV FSS Head of Household participant is required to complete the COP.

If homeownership is selected as a goal then the FSS participant must qualify for the Homeownership Voucher Program Option in accordance with HUD regulations, this Plan and the MRHA VIII Homeownership Voucher Program Option Action Plan.

### **1. FSS Participant Referral Services - §984.201(7)**

The FSS Coordinator will identify supportive service needs for the participant to achieve his/her goals and make referrals accordingly. Every attempt will be made to guide the participant towards self-sufficiency in making their own referral contacts. The Coordinator may intervene on the participant's behalf if it is discovered that the participant is having difficulty in completing these tasks.

Referrals for FSS participant supportive services is an evolving process and may include, but not be limited to, the following organizations:

- Workforce Investment Center - Employment Programs;
- Department of Human Services – Child Support, TANF and Welfare-to-Work programs;
- Housing Counseling Agencies, Habitat for Humanity and First Time Homeowner Down Payment Assistance Programs – Homebuyer Education and Counseling Leading to Homeownership;
- Southern Mississippi Planning and Development District – Child Care Voucher Certificates, Disabled Services and Elderly Programs that Include Job Placement;
- Learning Institutions – GED, Vocational Training and Degreed Programs;
- Community Service Action Agencies – Self-Sufficiency Programs; and,

- Lender Partnerships – Home loans.

## **B. FSS Participant COP Requirements**

The HCV FSS participant in accordance with HUD regulations shall be responsible for the following:

- Seek, find and maintain suitable employment;
- Be cash welfare free twelve consecutive months before exiting the Contract;
- Complete activities in his/her ITSP within the specified dates;
- As determined by the FSS Coordinator provide at least quarterly and/or upon request verbal or written progress toward his/her ITSP goals; and,
- Compliance along with the family members in his/her household with the terms and family obligations under the HCV Program and their rental lease agreement.

## **C. Contract of Terms and Extensions**

Although the initial term of the FSS COP is five years, MRHA VIII may extend it for a period not to exceed two years in one-year increments. The participant shall submit a letter of request for an extension and describe the circumstance(s) that require it. The FSS Coordinator shall determine whether or not the extension is granted.

A letter of response will be mailed to the FSS participant. If the extension is denied the client may submit a written request for an Informal Hearing within ten calendar days from the date of the letter. Procedures and guidelines from the MRHA VIII Administrative Plan and this FSS Plan shall be followed.

## **D. Completion of the Contract of Participation**

MRHA VIII has sole discretion to determine whether the FSS participant has successfully completed its Contract of Participation. The Contract shall be successfully completed when it is determined that the FSS participant has fulfilled all of its responsibilities under the COP or 30% of the family's monthly-adjusted income equals or exceeds the Fair Market Rent for the unit size for which the family qualifies under MRHA VIII's Voucher Payment Standards.

### **1. FSS Participant Request for Graduation**

To successfully graduate from the Program, the FSS Participant must:

- Demonstrate that all interim and final goals in their ITSP were completed on or before the expiration date of the contract;
- Submit verification that all household members are independent of welfare cash assistance (§ 984.101);
- Submit verification that the head of household is suitably employed; and,
- Submit to MRHA VIII a letter of request for consideration of graduation.

## **2. MRHA VIII FSS Graduation Procedure**

The FSS Coordinator will review and approve or deny the request for graduation. A letter of response on approval or denial will be mailed to the participant within seven business days. If denied, the participant may submit a letter of request for an Informal Hearing within ten calendar days from the date of the letter. Procedures and guidelines from the MRHA VIII Administrative Plan and this FSS Plan shall be followed. If graduation is approved, any escrow funds shall be disbursed, if applicable, once it is determined that the participant owes no money to MRHA VIII or another PHA.

## **V. FSS PARTICIPATION INCENTIVES – §984.201(5)**

### **A. FSS Escrow Account - §984.305**

MRHA VIII's primary incentive for FSS participation is the Escrow Account to enhance the participant's ability to achieve self-sufficiency. The Account shall be established in accordance with HUD regulations. Participants that are active in the Program and have fulfilled certain interim goals may request in writing an interim disbursement consistent with their Contract, which must be authorized by the Assisted Housing Director (refer to Part VIII, B. of this Plan).

### **B. Homeownership Voucher Program Option**

MRHA VIII shall make the HCV Homeownership Voucher Program Option available to FSS participants who are mortgage ready and meet all of the requirements under MRHA VIII's Homeownership Voucher Program Option Action Plan, HUD's HCV homeownership regulations and this Plan.

## **VI. PROGRAM GREIVANCE AND FSS TERMINATION PROCEDURES - §984.201(d)(9) AND §984.303(b)(5)**

The grievance and termination process is for FSS applicants, participants or port-in transfers that have been denied enrollment or port-in, issued a warning letter and/or terminated from the FSS Program. MRHA VIII shall provide every opportunity possible for HCV clients to successfully enroll in and complete the FSS Program. The stages of grievance to termination will follow the regulations and guidelines set forth by HUD, MRHA VIII's Administrative Plan and this FSS Action Plan. FSS Participants who remain out of compliance after having the opportunity to participate in this process shall be terminated from the FSS Program.

### **A. Voluntary Termination**

Voluntary termination occurs when MRHA VIII and the participant agree that he/she will voluntarily terminate or withdraw from the Program. HCV clients of this status may at a later date enroll again in the Program as a new FSS participant.

## **B. Involuntary Termination**

An HCV FSS applicant, participant and/or HCV FSS port-in may be denied or involuntarily terminated from the FSS Program under the following circumstances:

- Money is owed to MRHA VIII or any other public housing authority;
- The FSS participant breached a pay back agreement to MRHA VIII;
- The participant failed to meet their obligation under the Contract of Participation or any other related FSS documentation;
- The participant or family committed fraud in connection with any federal housing assistance program;
- The participant or family failed to meet any obligation under their lease;
- By such other act as is deemed inconsistent with the FSS Program; and/or,
- Expiration of the Contract term or extension(s) without completing the Program.

Failure to meet the terms of the Contract may include:

- Unexcused absences from scheduled meetings or appointments;
- Failure to contact the FSS Coordinator on Program progress;
- Refusal to seek or maintain suitable employment;
- Refusal to comply with obligations under the COP;
- Failure to complete the requirements of the ITSP; and/or,
- Moving from the jurisdiction and not notifying the FSS Coordinator within thirty days of their continued interest/participation in the FSS Program.

Good cause for failing or refusing to comply with the Contract may include:

- An assignment or job referral that is not included in the ITSP and the participant is unable to make contact with the FSS Coordinator;
- Temporary illness or incapacitation;
- Requirement to appear in court; and/or,
- Family crisis, such as illness or death of a family member.

## **C. Withholding of Services – 984.201(b)(9)**

MRHA VIII may withhold FSS Program services from a participant if he/she failed to comply with the terms of the Contract. Or, it may be that necessary supportive services needed by the participant or family are unobtainable in their community and thereby referral from the FSS Coordinator.

## **D. FSS Termination Procedure §984.201(d)(9)**

The Housing Choice Voucher Program for the participant will not be terminated based on noncompliance in the FSS Program. The FSS Termination Procedure applies only to the FSS Program.

## **1. Warning Letter**

An FSS participant not abiding by the terms of the COP will initially be mailed a Letter of Warning with explanation of such from the FSS Coordinator. The participant will be given fifteen calendar days from the date of the letter to schedule a meeting. The objective of the meeting is to make every attempt to resolve any issue(s) before a notice of termination or Informal Hearing is necessary.

At the meeting the participant will have an opportunity to discuss with the FSS Coordinator why he/she is not complying with the terms of the Contract. A review of the COP, ITSP and all related documentation will occur. The Coordinator may allow for ITSP modifications for the participant to continue with specific requirements if an agreement is made. Failure to make contact by the close of business on day fifteen and/or to attend the scheduled meeting by the FSS participant will result in a Notice of Termination.

## **2. Notice of Termination Letter**

If the FSS participant continues to be in noncompliance with the terms of the COP after the meeting resulting in the Warning Letter, the FSS Coordinator will issue a Thirty-Day Notice of intent to terminate the participant from the Program. Also, if the participant made no contact within the time specified in the warning letter or missed the scheduled meeting a Letter of Termination Notice will be mailed.

The FSS participant is offered the opportunity of an Informal Hearing to discuss the Program violation(s) and has fifteen calendar days from the date of Letter of Termination Notice to submit a written request for an Informal Hearing. Requests received after day fifteen shall not be considered. MRHA VIII will not grant any extension of time in which to file for an Informal Hearing beyond the fifteen day limit. The participant's written letter of request for the hearing must include the following:

- The request must be based on the violation(s) listed in the Letter of Termination Notice;
- Provide a summary of the reason(s) why the termination is not justified; and,
- Include in the letter the date, the participant's full name, telephone number, e-mail address, if applicable, and the mailing address.

## **3. Informal Hearing**

An FSS applicant, participant or HCV port-in client may request an Informal Hearing. Attendance at the Hearing will include at minimum the FSS Coordinator, the client and any other MRHA VIII staff designated to attend by the Assisted Housing Director.

At the Hearing the client will be given the first opportunity to present any objection(s) to the decision(s) or violation(s) and may present evidence or question witnesses. The FSS Coordinator will then have an opportunity to explain the decision(s) or violation(s) and present any evidence. A review of the COP, ITSP and all related documentation will occur. The Coordinator may allow for ITSP modifications for the participant to continue with specific requirements if an agreement is made. If the client will be allowed to apply or continue he/she will be advised of their right and responsibilities under the FSS Program and the possible consequences of noncompliance. At the conclusion the decision will be based on the evidence presented at the Informal Hearing. The FSS

Coordinator will mail a confirmation letter on the findings within ten business days from the date of the Hearing.

#### **4. Termination Confirmation Letter**

The Termination Confirmation Letter will be a result of either: failure to respond to the Notice of Termination Letter; nonattendance to the scheduled Informal Hearing; or, the Informal Hearing decision to terminate participation or deny enrollment. The reason(s) will be stated in the Letter.

### **VII. ADDITIONAL INFORMATION**

#### **A. Combined FSS Program Coordinating Committee - §984.202**

The Committee's primary role is to assist in securing commitments of monetary or nonmonetary public and private resources for the success of the FSS participants and partnerships. The Committee will meet twice annually. MRHA VIII has established and will continue to maintain a Program Coordinating Committee (PCC) in association with the Biloxi Housing Authority (HA) in Harrison County. Biloxi HA has both Public Housing and Section 8 FSS Program and offers the Homeownership Voucher Program Option to its Section 8 clients.

Committee member representation will be beyond Harrison County to include MRHA VIII's 14-county jurisdiction in accordance with HUD's regulations for required and recommended PCC membership. The membership although established may continue to change to meet THE FSS Programs' participants supportive needs. Current membership representation is as follows:

- Learning Institutions
- Local Official Representatives
- Mississippi Health & Social Services
- Housing Counseling Agencies
- Community Action Agencies
- Lenders
- Local Businesses Owners
- FSS Coordinators and FSS Participants from each FSS Program
- Southern Mississippi Planning and Development District (Inclusive of all 14 Counties)
- HUD and other First Time Homeowner Down Payment Assistance Funding Sources
- Faith Based Community Leaders

#### **B. Escrow Account Maintenance - §984.305**

The FSS Coordinator shall review MRHA VIII's FSS Escrow Worksheet software monthly to determine either the establishment of an escrow account or its continuance for each participant (§984.304). To compute the monthly contribution, the Coordinator shall reference the participant's Total Tenant Payment (TTP), annual income and earned income from the COP.

#### **1. Participant Reporting Requirements**

- The family must report total family income at the annual recertification appointment.
- The family must report interim changes in gross household income as they occur within ten calendar days to their HCV Specialist in writing.



## **2. Housing Authority Responsibilities**

### **(a) Establishment of Escrow Account**

An increase in the FSS participant's earned income may result in the establishment of an Escrow Account. While individual participant monthly account activity will be reported by the FSS Coordinator the funds will be computed and deposited into a single depository account by the MRHA VIII Comptroller. The Coordinator will submit monthly reports to the Finance Department on escrow account status for each FSS participant and provide any reports that HUD may prescribe.

### **(b) FSS Participant Annual Statement**

The FSS Coordinator shall mail an annual escrow account statement to all FSS participants, which will include the following:

- Balance at the beginning of the reporting period;
- Amount of the family's rent payment that was credited to the FSS account during the reporting period;
- Deductions made from the account for amounts due to MRHA VIII before interest is distributed or amounts deducted for interim disbursement;
- Interest earned on the account during the year; and,
- Account balance at the end of the reporting period.

### **(c) Interim Disbursements during the Contract Term**

The determination to disburse these funds will be at the sole discretion of the FSS Coordinator and the Assisted Housing Director. Escrow funds may be disbursed before completion of the Contract if the family has completed specific interim goals designated by MRHA VIII, and need some of the FSS escrow account funds to complete the remaining goals in their ITSP.

- Interim disbursements may be approved for not more than 50% of the family's escrow balance at the time of the request. MRHA VIII will not grant more than two interim disbursements per FSS participant. Interim disbursements may be considered under the following conditions:
- Request is made in writing and includes verification that the funds are required for the completion of a goal under the family's COP;
- The funds are needed to complete goals in the family's ITSP (example: to pay for school tuition, job training expenses, business start-up expenses); and,
- The family can demonstrate completion of specific interim goals from its COP.

Interim escrow disbursements must be paid by check directly to the agency or business providing the required items or services. A copy of the payment receipt will be retained in the participant's file. The amount disbursed will be a debit to the FSS escrow account at the time the payment claim is processed.

A client who requests an interim disbursement for the start up of a small business or to assist in their current business will be required to meet with the U.S Small Business Administration (SBA) and if needed with the Service Corps of Retired Executives (SCORE), a volunteer program sponsored by

SBA. SBA provides a free one-stop management assistance service to current and prospective small business owners. It will be determined by the FSS Coordinator what type of business data should be provided to MRHA VIII before an interim disbursement is authorized by the Assisted Housing Director.

#### **(d) Escrow Withdrawal at Conclusion of FSS Contract**

The amount accrued in the escrow account must be paid to the FSS participant as follows:

- When, at Contract completion, the participant certifies that, to the best of his/her knowledge and belief, no family member has received federal or state welfare assistance for twelve consecutive months before the end of the Contract. MRHA VIII will verify that the family is no longer receiving welfare assistance before escrow monies are released; and,
- MRHA VII has determined that the FSS participant has completed the goals out-lined in the COP.

Succession to the FSS escrow account if the participant ceases to reside with the family members in the HCV Program, then the remaining members of the "FSS Family" shall have the right to designate another family member to receive the funds [984.305(d)].

When 30% of the family's monthly-adjusted income equals or exceeds the existing housing FMR for the unit size issued to the FSS participant family in the HCV Program, the family shall be considered over-income to receive future rental assistance. When determined to be over-income, the FSS participant has two options, which are as follows:

Option 1 - The family may continue participating in the HCV program for 6 months while paying the entire rent due to the landlord. During this time, the family will not receive principle credit to the escrow account; however, they will receive the appropriate interest earned on the escrow balance. The escrow account balance is paid to the family after the six month grace period.

Option 2 - The family may elect to forfeit the grace period for housing assistance under the HCV Program and receive full payment of the escrow balance at the time it has been determined that they are over contract for housing assistance; allowing that the family has not received federal or state welfare benefits for twelve consecutive months prior to graduation from the FSS Program.

#### **(e) Forfeiture of Escrows - §984.305(f)**

If an FSS participant's Contract of Participation is terminated, or declared null and void, he/she has no right to receive funds from their escrow account. MRHA VIII will close the participant's escrow account and may use the forfeited funds in accordance with HUD regulations. A fund in the FSS escrow account will be forfeited if MRHA VIII terminates the COP or, if the Contract is completed but the family is receiving welfare assistance when it expires or, the family has not found employment by the last day of the Contract, including any extensions. Other reasons for forfeiture of the account may include but not be limited to participants who do not pay their rent or are terminated from the MRHA VIII HCV Program.

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**MISSISSIPPI REGIONAL HOUSING AUTHORITY NO. VIII  
HOMEOWNERSHIP VOUCHER PROGRAM  
ACTION PLAN**

**10430 Three Rivers Road  
Post Office Box 2347  
Gulfport, MS 39505-2347  
(228) 831-2992**

# MISSISSIPPI REGIONAL HOUSING AUTHORITY VIII HOMEOWNERSHIP VOUCHER PROGRAM ACTION PLAN

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**Note Reference to the HUD Law**

The Homeownership Voucher Program Action Plan is based on the U. S. Housing and Urban Development Department’s public law and the Code of Federal Regulations (CFR). These law references are found in Title 24, CFR, Chapter IX, Part 982 and, Sections 625 through 641 (hereinafter these references will be cited by part and section numbers only, such as §982.625).

***Acronyms:***

CFR	Code of Federal Regulations	
FMR	Fair Market Rent	
FSS	MRHA VIII’s Family Self-Sufficiency Program	
HAP	Housing Assistance Payment is the amount paid to the owner or lender in the Housing Choice Voucher and the Homeownership Voucher Programs	
HCV	Housing Choice Voucher (Formerly known as Section 8)	
HUD	U. S. Housing and Urban Development Department	
MOU	Memorandum of Understanding	
MRHA VIII	Mississippi Regional Housing Authority No. VIII	
PHA	Public Housing Authority	
TTP	Total Tenant Payment	
VPS	Voucher Payment Standard	

***Definitions:***

Cooperative	This Is an autonomous association of persons united voluntarily to meet their common economic, social, and cultural needs and aspirations through a jointly-owned and democratically-controlled enterprise. In this Plan the word may be used interchangeably to mean condominium, which is a form of housing where a specified part of a piece of real estate (usually of an apartment house) is individually owned while use of and access to common facilities is executed under legal rights associated with the individual ownership and controlled by the association of owners that jointly represent ownership of the whole piece.
Mortgage Ready	Have completed at least eight hours of HUD approved home buyer education, financial counseling, debt is being managed successfully and a credit score high enough to proceed with obtaining a home loan.
Total Tenant Payment	The total amount the HUD rent formula requires the tenant to pay towards rent and utilities.
Voucher Payment Standard	The HA determines a payment standard that is the amount generally needed to rent a moderately-priced dwelling unit in the local housing market and that is used to calculate the amount of housing assistance a family will receive.
Unit Size	Number of bedrooms in a dwelling unit (apartment or home). Family size will determine the number of bedrooms a FSS participant family will qualify for rental assistance in the HCV or Public Housing Programs.

# Mississippi Regional Housing Authority VIII Housing Choice Voucher Homeownership Program

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## INTRODUCTION

In 2004, the United States Housing and Urban Development (HUD) Department at the Jackson Mississippi Field Office approved the Mississippi Regional Housing Authority No. VIII's (MRHA VIII) Homeownership Voucher Program. MRHA VIII offers its Housing Choice Voucher (HCV) clients the option to activate their rental HCV for a Homeownership Voucher for those with first-time homebuyer status. There are eligibility requirements established by HUD and MRHA III. The Counties that MRHA VIII serves are: Covington; Forrest; George; Greene; Hancock; Harrison; Jackson; Jones; Lamar; Marion; Pearl River; Perry; Stone; and, Wayne. The Agency has selected the HUD homeownership assistance voucher option, and does not participate in the one-time down payment assistance program. References to MRHA VIII's Master Administrative Plan are made when the Program's procedures follow the guidelines of the Agency's Housing Choice Voucher Program and that of the Administration. References in this Plan are also made to the Agency's Family Self-Sufficiency (FSS) Action Plan, because a HCV client's primary method to become eligible for the Homeownership Voucher is through enrollment in the FSS Program where they may make homeownership an individual family goal.

### I. PROGRAM SUMMARY

References: §982.60; §982.152; §982.625; §982.627; §982.639

- A. **Mission** – MRHA VIII's mission is to promote, finance and support affordable housing opportunities and related services through the FSS and Homeownership Voucher Programs for its HCV families and individuals through the efficient use of resources and the building of effective partnerships, thereby contributing to the economic and social development of Mississippi and its communities within the Agency's fourteen (14) county jurisdiction.
- B. **The Homeownership Voucher Options**- As written in §982.625(b), a family assisted under the homeownership option may be a newly admitted or an existing participant in the Homeownership Voucher Program. Although, there are three (3) methods in which HCV clients may be eligible for the Homeownership Voucher, MRHA VIII's primary method will be through FSS enrollment. However upon request, MRHA VIII will consider reasonable accommodation for a disabled member in an HCV family. Also, MRHA VIII may at its discretion establish time-limited target-specific enrollment for the Homeownership Voucher when determined necessary. The three (3) methods are as follows:
- (1) **Family Self-Sufficiency Enrollment** - HCV families must enroll in FSS as a prerequisite to be eligible for the Homeownership Voucher Program. MRHA VIII's FSS Program promotes the development of local strategies to enable HCV families and individuals to achieve economic independence and self-sufficiency. Enrollment in both Programs is voluntary. Although FSS is a five (5) year contract of participation between MRHA VIII and the family, a participant will not be required to uphold the contract's full five (5) year term once individual goals are completed. Before enrollment in FSS, MRHA VIII shall require that HCV clients have held at least a one-year leased voucher, be a tenant in good standing, and not owe money to the Agency or any other Housing Authority.
  - (2) **Reasonable Accommodation** – As written in §982.625(d) and in accordance with §982.601(b)(3), MRHA VIII must upon request consider providing reasonable accommodation for HCV clients' head of household who do not have the HCV Elderly or Disabled Family Status but who have one (1) or more household members with disabilities that require special accommodations to take advantage of the Homeownership Voucher option. Either form of homeownership assistance (the voucher or down payment) must be considered, if necessary. It shall be the sole responsibility of MRHA VIII to determine whether it is reasonable to implement either of these options as a reasonable accommodation. The Agency shall



determine what is reasonable based on the specific circumstances and individual needs of the person with a disability.

- (3) **Time-Limited Target-Specific HCV Clients** - As written in §982.625(b), a family assisted under the Homeownership Option may be a newly admitted or an existing participant in the Program. MRHA VIII may at its discretion establish time-limited, client target-specific programs to activate the Homeownership Voucher without the mandatory enrollment in the FSS Program requirement. This method of participation will be documented, with supporting evidence if needed, by way of an addendum to this Program Action Plan and removed when the targeted program has ended but be maintained on file.
- C. **Program Size** - MRHA VIII will allow one-hundred (100) Homeownership Vouchers annually. The Assisted Housing Director shall make a decision on a further increase of Vouchers if the Program size becomes at capacity.
- D. **HUD Administrative Fees to MRHA VIII** - The on-going administrative fee described in §982.152(b) is paid for each month that homeownership assistance is paid by the PHA on behalf of a family (§982.639).
- E. **HCV Outreach for Homeownership Voucher Participants** - Public outreach shall be targeted equally to minority and non-minority families to ensure that non-English and limited English speaking families receive information and have the opportunity to participate in the Homeownership Voucher Program. Efforts shall also be made to serve persons with disabilities including but not limited to persons that have impaired vision or hearing. Referrals will be screened for eligibility and selection in accordance with HUD regulations, this Plan, the FSS Plan, and the MRHA VIII Master Administrative Plan. Both FSS and this Program share common literature for dissemination and when needed separate media materials for a time-limited target-specific program occurs.
- F. **Assurance of Non-Interference of Non-Participating Families Rights** - The Homeownership Program is voluntary. MRHA VIII HCV clients who elect not to participate will not be negatively affected in regards to admission or on-going occupancy in the Housing Choice Voucher Program.
- G. **First-Time Homeowner** - MRHA VIII clients must meet this requirement as defined by HUD and described in Section III.B. of this Plan.
- H. **Employment and Income Requirements** - MRHA VIII has established in accordance with §982.627(c)(1) the option to increase its HCV family or individual's minimum annual income requirement for an able-bodied family to \$14,000.00 (Fourteen Thousand Dollars and No Cents). However, if a family demonstrates that they meet the applicable HUD minimum (wage) income requirement and have been preapproved for home loan financing they shall be considered to satisfy the minimum income requirement. The work requirement must be thirty (30) hours a week or more for the last twelve (12) consecutive months leading up to the home loan closing. The Disabled and Elderly Family are waived from these two (2) requirements. Refer to Sections III.C. and III.D. of this Plan.
- I. **Minimum Down Payment on Home Purchase** - MRHA VIII requires that all eligible HCV Homeownership Voucher Program participants must pay at least a three percent (3%) down payment of the total purchase price of the home at the loan closing to activate the Voucher. At least one percent (1%) must come from the family's own personal resources, and two percent (2%) may come from other resources, such as first time homeownership down payment grant assistance. Refer to Section VII.C. of this Plan.
- J. **Payment Terms Made by MRHA VIII** - Clients using the Homeownership Voucher who are able-bodied will benefit from monthly Housing Assistance Payments (HAP) made towards their mortgages for a maximum term of fifteen (15) years if the loan is for twenty (20) years or more, or (10) years for a note less than twenty (20) years. There is no HAP term limitation for Disabled or Elderly Family Status participants with a Homeownership Voucher.
- K. **MRHA VIII Financing Requirements** - HUD requires that the Homeownership Voucher Option for the family's home financing must be provided, insured or guaranteed by the state or federal government, and comply with both secondary mortgage and generally accepted private market sector underwriting standards [§982.625 (2)(i-iii)]. Refer to Section VII of this Plan.
- L. **Nondiscrimination and Reasonable Accommodation** - MRHA VIII shall administer the Program and activities relating to its applicants and participants in a manner that complies fully with all federal, state and local nondiscrimination and reasonable accommodation laws. This includes the Americans with Disability Act, the Fair Housing Act and, any HUD's regulations and requirements to affirmatively further fair housing. No individual person or family shall be excluded from participation in, or be denied the benefits of, or otherwise be subjected to

discrimination under the Program on the grounds of race, color, national origin, sex, religion, familial status or disability. Interpreters for the non-speaking English language, the deaf, developmentally disabled and, hearing impaired will be used as needed. HCV clients with visual or hearing impairments may contact any of the MRHA VIII offices which are accessible by Teletypewriter for the Visually Impaired (TTY) and Telecommunications Device for the Hearing Impaired (TDD). Reasonable accommodations shall be made for individuals with mobility, manual, sensory, speech impairments, mental or developmental disabilities. MRHA VIII will investigate and respond to complaints by clients and the general public. MRHA VIII may require the complaint to be put in writing or if preferred the complaint may be filed by contacting the HUD Housing Discrimination Hotline at the toll-free number: 1-800-669-9777.

- M. Affirmatively Furthering Fair Housing, Supportive Services Outreach and Certification of Coordination** - MRHA VIII and the Program Coordinator shall continue to refine the Program with public and private supportive service programs and other resources within its 14-county jurisdiction. Supportive participant resources shall be coordinated on multiple levels to avoid duplication of services between the Program and other local self-sufficiency and homeownership program partners. Memorandums of Understanding (MOU) certify the coordination of supportive services and will include the conditions for referral by partners of mutual clients. Reports, client records and administrative files shall be provided and maintained as prescribed by HUD.

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## HOMEOWNERSHIP VOUCHER PROGRAM STANDARD OPERATING PROCEDURES

### II. **HCV CLIENT REQUIREMENTS TO BE ELIGIBLE FOR THE HOMEOWNERSHIP PROGRAM** References: Master Administrative Plan; §982.625; §982.626; §982.627(a)(5); §982.633(b)(4)

Initial requirements to be eligible for the FSS Program and the Homeownership Programs are as follows:

- A. MRHA VIII Discretionary Provisions** – The family or individual participant has voluntarily enrolled by one (1) of the methods described in the Homeownership Voucher Program noted in Section I.B. of this Plan (§982.625 and §982.626).
- B. Owe No Money to MRHA VIII or Any Other Housing Authority** – All HCV clients shall be ineligible for participation in the Program if any debt is owed to MRHA VIII or any other Public Housing Authority (PHA). Once the family has either paid the debt in full and/or resolved all issues of owing money they shall be eligible to enroll in the FSS Program and be eligible for the Homeownership Voucher Option. Reference the MRHA VIII Master Plan on debt owed to the Agency.
- C. Mortgage Default** - MRHA VIII shall not authorize a Homeownership Voucher for a family if any of its adult household members have previously received assistance under the Homeownership Voucher Option and defaulted on a mortgage or secured debt to purchase the home [§982.627(a)(5)]. Also, in accordance with §982.633(b)(4) the family shall supply any information as required by MRHA VIII concerning any mortgage or other debt incurred to purchase the home, and any refinancing of such debt (including information needed to determine whether the family has defaulted on the debt and the nature of any such default), and information on any satisfaction or payment of the mortgage debt. In addition, any sale or other transfer of any interest in the home may be required.

### III. **PROGRAM PARTICIPANTS REQUIREMENTS TO ACTIVATE THE VOUCHER** References: Master Plan; Discretionary; §982.4; §982.627; §982.630; §982.631(c); §982.632; 12 USC 12713

- A. Requirements for Family Qualification** - A Program participant must satisfy all of the HUD and Agency requirements to activate the Homeownership Voucher Option as follows:
- (1) **First-Time Homeowner** – Refer to Item B of this Section;

- (2) **Becoming Mortgage Ready through Housing Counseling** - The head of household is the family participant that must satisfactorily complete a HUD approved eight-hour home buyer course, and counseling in preparing financially to purchase a home. Refer to Item E of this Section;
  - (3) **Income and Employment Requirements** – Refer to Items C and D of this Section;
  - (4) **No Interest in a Home** – A family or individual participant may have no member in the household that has a current ownership interest in a home before activating the Homeownership Voucher, except for home cooperative members who have acquired cooperative shares prior to activation;
  - (5) **No Mortgage Default** – Refer to Sections II.C. and IX.B.4.iv.;
  - (6) **Contract of Sale Provision** - The family has become Mortgage Ready, been preapproved for a home loan, and entered into a purchase agreement in accordance with §982.631(c); an exception is made for cooperative members who have acquired cooperative shares prior to the contract of sale (reference Section VI.A. of this Plan); and
  - (7) **Required Inspections** – Refer to Sections VI.B. and C. of this Plan.
- B. First-Time Homeowner Requirements** - As defined in §982.4's definition terms, a First Time Homeowner under the Homeownership Voucher Option is a family or individual of which no interest in a residence by any family members have occurred at least three (3) years before activation of the Homeownership Voucher. A HCV family whose residence has a lease-purchase agreement is not considered an ownership interest, and MRHA VIII shall at its discretion consider such agreement for home purchase to utilize the Program's Voucher Option. The definition of first-time homeowner also includes:
- (1) Single parent or displaced homemaker (as defined in 12 U.S.Code 12713) who while married, owned a home with his or her spouse or resided in a home owned by his or her spouse;
  - (2) Elderly or Disabled Family Status, or a family who has a disabled household member who needs the Homeownership Voucher Option as a reasonable accommodation; or,
  - (3) Cooperative member as defined in §982.4, which is a family of which one (1) or more members owns membership shares in a cooperative; and/or,
  - (4) Additionally, no family member may have a present ownership interest in a second residence while receiving the Homeownership Voucher Option.
- C. Minimum Income Requirements** – Reference more on financing and affordability in Section VII of this Plan. There are three (3) HUD eligibility categories in reference to the initial minimum annual income requirement before activating the Homeownership Voucher, which are as follows:
- (1) **Non-Elderly/Non-Disabled Families** – As a discretionary provision MRHA VIII's minimum annual income requirement for HCV able-bodied families who are not considered Disabled or Elderly Family Status is \$14,000.00 (Fourteen Thousand Dollars and No Cents) [982.627(c)(3)]. Before activating the Homeownership Voucher the head of household, spouse, and/or other adult household members who will own the home, must have a gross annual income of at least this amount established exclusive of welfare assistance income. MRHA VIII will only disregard welfare assistance received by the family in determining annual income as it applies in determining the family's "initial eligibility" for the Homeownership Voucher Option. It does not affect the determination of income eligibility for admission to the MRHA VIII Assisted Housing Choice Voucher Program, or the calculation of the family's Total Tenant Payment used to determine the Housing Assistance Payment (HAP).
  - (2) **Elderly or Disabled Families** – The HUD minimum annual income standard shall be equal to the monthly Federal Supplemental Security Income or Social Security benefit for an individual living alone (or paying his or her share of food and housing costs) multiplied by twelve (12). Welfare assistance will be used in determining the minimum income requirement for homeownership assistance and initial eligibility for the Elderly or Disabled Family. Welfare assistance shall be used in determining the minimum income requirement for the adult family members who will own the home. The Elderly or Disabled Family are waived from MRHA VIII's established minimum annual income requirement.
  - (3) **Families Approved for Home Loans who Meet HUD's Minimum Income Requirement** – An exception to Item C.(1) in this Section shall be made for families that do not meet MRHA VIII's minimum income requirement but meet the HUD minimum income requirement [§982.627(c)(3)] if the following occurs:
    - (i) The family demonstrates that it has received preapproved financing;

- (ii) The preapproved financing meets MRHA VIII's established requirements under §982.632 for financing the purchase of the home (including qualifications of lender and financing terms); and,
- (iii) The preapproved financing amount is sufficient to purchase housing and the home meets the Housing Quality Standards within MRHA VIII's jurisdiction.

**D. Employment Requirements** - The HUD employment requirement means working at least an average of thirty (30) hours per week or more if able-bodied. Further, it stipulates as follows:

- (1) That one (1) or more adult members of the HCV family meet the HUD employment requirement that will own the home;
- (2) The family has been continuously employed for twelve (12) consecutive months before activation of the Homeownership Voucher Option;
- (3) That upon request, the MRHA VIII Assisted Housing Director may determine whether an interruption in employment is considered permissible in satisfying the employment requirement, and may consider successive employment opportunities during the one (1) year period or self-employment as acceptable; and,
- (4) The Elderly or Disabled Family is exempt from the employment requirement. If a family, other than an Elderly or Disabled Family, includes a person with disabilities, MRHA VIII shall grant an exemption for the employment requirement if it determines that the exemption is needed as a reasonable accommodation so that the Program is readily accessible to and usable by persons with disabilities [§982.627(d)(3)].

**E. Homeownership Counseling** - Once the family has been determined eligible to participate in one (1) of the Agency's Homeownership Program methods, they must attend and satisfactorily complete a HUD approved housing counseling program in accordance with §982.630. A HUD approved MRHA VIII partner housing counseling agency will assist participants in becoming "Mortgage Ready". This shall include an: eight (8) hour home buyer instructional course; financial management; a credit score review; and, housing counseling. The Program Coordinator will decide on a case-by-case basis if a family needs reasonable accommodations to complete a comparable program if unable to complete these requirements through a partner housing counseling agency. The comparable counseling program will be consistent with the homeownership counseling provided under HUD's approved Housing Counseling program. The MRHA VIII Program Coordinator will confirm all participants' completion. MRHA VIII may as a discretionary provision require additional counseling after commencement of the Homeownership Voucher Option. The mortgage readiness topics of discussion may include, but not be limited to, the following:

- (1) Home maintenance (including care of the grounds);
- (2) Budgeting and money management;
- (3) Credit counseling;
- (4) How to negotiate the purchase price of a home;
- (5) How to obtain homeownership financing and loan approval, including a description on the types of financing that may be available, and their pros and cons of each;
- (6) How to find a home, including information about homeownership opportunities, schools and transportation within MRHA VIII's jurisdiction;
- (7) 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; and,
- (8) Fair Housing information.

**IV. HOMES ELIGIBLE FOR THE HOMEOWNERSHIP VOUCHER OPTION**

References: §982.352; §982.628; 24 CFR Part 58; 2 CFR Part 2424

- A. Single Family Homes** – This includes manufactured homes, properties, single family dwelling units in a cooperative or condominium, and lease-purchase options that are eligible for the Homeownership Voucher. Duplex or multi-family homes are not eligible units under the Homeownership Voucher Program Option.
- B. Purchase of Home when Family Does Not Own Fee Title to the Real Property** - Homeownership assistance may be provided for the purchase of a home where the family will not own fee title to the real property on which

the home is located if the home is located on a permanent foundation. The family must have the right to occupy the home site for at least forty (40) years [§982.628(b)].

- C. MRHA VIII Owned Units** – A Program participant may activate their HCV for a Homeownership Voucher Option to purchase a home/unit owned and administered by MRHA VIII as in accordance with §982.628(d). That administers the assistance under the consolidated Annual Contributions Contract (including a unit owned by an entity substantially controlled by MRHA VIII). All of the following conditions must be satisfied:
- (1) MRHA VIII must inform the family, both orally and in writing, that the family has the right to purchase any eligible home/unit and that it is freely selected by the family without MRHA VIII pressure or steering;
  - (2) The home/unit is eligible; and,
  - (3) That MRHA VIII must obtain the services of an independent agency in accordance with §982.352(b)(1)(iv)(B) and (C), to perform the following Agency functions:
    - (i) Home/unit inspection for HUD HQS compliance;
    - (ii) Review of the independent inspection report;
    - (iii) Review of the contract of sale; and,
    - (iv) Determination of the reasonableness of the sales price and any financing provided by MRHA VIII, and other supplementary guidance established by HUD.

## **V. FAMILY TIME LIMITS FOR SEARCH AND PURCHASE OF A HOME**

**References: Master Administrative Plan; §982.629**

MRHA VIII's discretionary time frames for a Program family or individual to locate and purchase a home are: for an Existing HCV Family or Individual in the FSS Program a one-hundred-eighty (180) day time-period; and, for a Time-Limited or Target-Specific or Newly Issued HCV Family or Individual a one-hundred-twenty (120) day time-period. For good cause, MRHA VIII may extend a family's time to locate a home in additional thirty (30) day increments. MRHA VIII shall require periodic verbal or written progress from the participant on their progress in finding and purchasing a home. Such reports shall be at a time designated by MRHA VIII. The family must close on the home within a reasonable time, as determined by the MRHA VIII Program Coordinator and Assisted Housing Director, when needed.

During a FSS family's search for a home purchase, their HCV rental assistance shall continue pursuant to the MRHA VIII's Administrative Plan. If it is a time-limited target-specific program for a new HCV family and they are unable to purchase a home within the maximum time determined by MRHA VIII, they may activate their HCV for rental assistance.

## **VI. THE CONTRACT OF SALE AND HOME INSPECTIONS**

**References: §982.306(c); §982.631**

- A. Contract of Sale** – The Program family or individual must first become Mortgage Ready and preapproved for a home loan. The transfer process of the participant's HCV to a Homeownership Voucher begins when the family provides a copy of the contract of sale to the MRHA VIII Program Coordinator, which must include the following:
- (1) Specify the price and other terms of sale by the seller to the purchaser;
  - (2) Provide that the purchaser will arrange for and pay for an independent inspection of the home;
  - (3) That the buyer is not obligated to purchase the home unless the inspection is satisfactory to them;
  - (4) That both the buyer and seller sign a MRHA VIII Stipulations Addendum to the contract that provides the purchaser is not obligated to pay for any necessary repairs as in accordance with the HUD Federal Housing Administration (FHA) Required Repairs Standards Model used to determine deficiencies that must be repaired prior to purchase. This is "Not Negotiable". Also, the seller certifies they have not been debarred, suspended or subject to a limited denial of participation with HUD [§982.631(c)(2)(v)]. MRHA VIII shall not authorize the Homeownership Voucher Option if it becomes informed by HUD or otherwise

that the seller of the home is disbarred, suspended or subject to a limited denial of participation in HUD funded programs under 24 CFR Part 2424 and as referenced in [§982.628(c)] ;

- (5) Obtain and maintain flood insurance for units in special flood hazard areas; and,
- (6) Require notification to purchaser of units in airport runway clear zones and airfield clear zones.
- (7) If the home already exists or construction has begun by the time the family enters into the contract of sale, MRHA VIII shall not activate the Homeownership Voucher for the family until the following occurs:
  - (i) The responsible entity completed the environmental review procedures required by 24 CFR Part 58 and HUD approved the environmental certification and request for release of funds prior to commencement of construction;
  - (ii) HUD notified MRHA VIII in writing that the environmental review has been approved prior to construction; and,
  - (iii) Construction of the home has been completed and passed the required HUD Housing Quality Standards (HQS) and Independent Inspections.

**B. Inspections** – Once the contract of sale has been approved by the Program Coordinator, MRHA VIII then requires two (2) inspections, which are as follows:

- (1) **MRHA VIII Housing Quality Standards Inspection** – The Program Coordinator will request a HUD HQS Inspection of the home after the sale of contract has been approved. It must pass. If not, the seller is required to remedy any issues of repair to pass the HQS inspection [§982.631(a)]; and,
- (2) **Independent Inspection** – Once the HQS inspection passes, the participant is required to select, arrange and pay for an independent inspector, licensed by the State of Mississippi. The inspector shall not be an employee, contractor or any other person under MRHA VIII's control. The inspector must be qualified to report on property conditions, major building systems and components, including foundation and structure, housing interior and exterior, roofing, plumbing and, electrical and heating systems. The inspector must provide a copy of the report to both the family and MRHA VIII.
  - (i) If the home was constructed within sixty (60) days of the contract of sale and has remained unoccupied during that time, the use and occupancy certificate from the city or county code enforcement administration office may be substituted for the prepurchase independent inspection.

**C. Partial Home Loan Closing Process** - The sale of contract and both inspection reports provided by the inspectors to MRHA VIII are required for partial submission of the final set of documents to be reviewed by the Assisted Housing Director for approval to proceed with the home loan closing process. The final stage of approval has to do with the loan, refer to Section VII of this Plan.

**D. Disapproval of Seller** - In addition, MRHA VIII has the discretion to disapprove the home/unit for assistance under the Homeownership Voucher Option because of information in the independent inspection report, even if the unit complies with the HQS report and would be eligible for assistance otherwise under MRHA VIII's HCV Program as in accordance with [§982.306(c)].

## **VII. FINANCING AND AFFORDABILITY OF THE HOME PURCHASE**

**References: §982.625; §982.632; §982.634; §982.635**

All families selected to participate in the Program are required to secure their own financing. The Homeownership Voucher Housing Assistance Payment (HAP) funds may not be used to assist with financing home purchase costs. MRHA VIII shall provide a mortgage ready family with a Lender Eligibility Certificate to bring with them when applying for a home loan, which provides the lender with the with estimated HAP that the Agency will contribute monthly towards the family's mortgage. The family must be responsible to submit their monthly portion of the mortgage payment directly to the lender or servicing agent once the homeownership voucher is activated.

**A. HAP Funds Paid to Lender or Family** – MRHA VIII shall pay the homeownership HAP either to:

- (1) The family; or,

- (2) At its discretion deposit the HAP funds to the lender for benefit of the family. If the HAP exceeds the amount due to the lender, MRHA VIII must [§982.635(d)] pay the excess directly to the family. In the event there is an excess, the full HAP shall go directly to the family.
- B. Allowable Financing Approved by MRHA VIII** – The Agency at its discretion may choose not to accept certain types of financing including, but not limited to, balloon payment mortgages unless convertible to fixed rate mortgage and, sub-prime terms in lending. MRHA VIII at its discretion shall require participating lenders to sign a Memorandum of Understanding with the Agency. Other requirements shall include:
- (1) HUD requires that the Homeownership Voucher Option for the family's home financing must be provided, insured or guaranteed by the state or federal government, and comply with both secondary mortgage and generally accepted private market sector underwriting standards [§982.625 (2)(i-iii)]. MRHA VIII will not approve any lending that it determines, in its sole discretion, to be abusive or predatory.
  - (2) Seller financing mortgages or lease-purchase options will be considered by the MRHA VIII on a case-by-case basis.
  - (3) If the purchase of the home is financed with FHA mortgage insurance, the financing is subject to FHA mortgage insurance requirements.
- C. Review Family's Loan Terms before Authorizing the Homeownership Voucher** – Once both inspections have been completed and approved, the Program Coordinator shall review the participant's pre-loan documents that include the Good Faith Estimate and the Truth in Lending. Once approved, MRHA VIII will require a review of the HUD-1 form the day before the home loan closing for approval. The Assisted Housing Director makes the final approval for the home loan closing to commence for activation of the Homeownership Voucher Option. [§982.632(e)].
- D. HUD Maximum HAP Term for Non-Elderly and Non-Disabled Families** - Except in the case of a family that qualifies as an Elderly or Disabled Family the Housing Assistance Payments (HAP) shall be made for a maximum of fifteen (15) years if the term of the mortgage is twenty (20) years or more, and ten (10) years in all other cases. These maximum terms described herein this section applies to any member of the family who has an ownership interest in the home during the time that Homeownership Voucher HAP is made, or is the spouse of the head of household who has an ownership interest in the home when HAP were made [§982.634(a)(b)]. For continuous HAP the family must remain eligible.
- E. HUD Maximum HAP Term for Elderly or Disabled Families** - The maximum HAP term for the Elderly or Disabled Family is waived in the Homeownership Voucher Program. HAP is provided throughout the life of the loan. Exceptions to this ruling are as follows:
- (1) The Elderly Family Status only applies if the Family qualifies at activation of the Homeownership Voucher Option;
  - (2) The Disabled Family Status applies if at any time during the receipt of Homeownership Voucher HAP the Family qualifies as a Disabled Family; and/or,
  - (3) If during the course of receiving Homeownership HAP, the household ceases to qualify as an Elderly or Disabled Family Status, the maximum term of assistance becomes applicable from the date that the Homeownership Voucher Option's assistance was activated. If a Family Status changes MRHA VIII shall provide at least six (6) months of HAP after the maximum term becomes applicable (provided the family continues to be eligible to receive the assistance [§982.634(c)]).
- F. Assistance for Different Homes or other Public Housing Authorities** – In this case, the family's total HAP received for different homes or from other PHAs is subject to the maximum terms described in Items D and E of this Section. MRHA VIII shall have the discretion to not accept port-in Homeownership Voucher participants.
- G. Affordability** - MRHA VIII in partnership with the Housing Counseling Agencies shall determine the affordability of the proposed financing and may disapprove the proposed financing or refinancing if it determines that the debt is unaffordable for the participating family. The Housing Counseling Agency will take into account family expenses such as childcare, unreimbursed medical expenses, homeownership expenses, and other family expenses as determined by MRHA VIII when determining affordability. The Housing Counseling Agency will also review lender qualifications and the terms of the loan before authorization and commencement of homeownership assistance. MRHA VIII is not under any obligation to provide assistance if it determines that the lender or the loan terms do not comply with the Homeownership Voucher Program Option requirements.

- H. **Client's Required HUD Down Payment and Closing Costs** -- MRHA VIII will require that Program participants provide a three-percent (3%) down payment towards the purchase price of the home. One per cent (1%) of the down payment must come directly from the participant's personal resources and the other two-percent (2%) may come from other sources available to the participant [§982.625(g)]. The participant will also be responsible for the payment of the closing costs or settlement costs that are customarily incurred upon the sale of a property.

**VIII. THE MONTHLY HOUSING ASSISTANCE PAYMENT**

References: §982.402; §982.503; §982.635

- A. **HUD Formulas for the Housing Assistance Payment** - While the family is residing in the home, MRHA VIII shall pay a monthly Homeownership Assistance Payment (HAP) for the benefit of the family that is equal to or the lower of the two (2) values, The required HUD HAP calculation formulas are as follows:

(1)	VPS	(Family's Voucher Payment Standard)	
	- TTP	(Total Tenant Payment)	
	Calculation #1		<b>OR</b>

(2)	Homeowner Expenses	Family's Monthly (Refer to Item C of this Section):	
	- TTP	(Total Tenant Payment)	
	Calculation #2		

B. **Voucher Payment Standard**

- (1) The HAP standard to be used for the Calculation One (1) in Item A of this Section is the lower value of the two (2) as listed below:
  - (i) Current VPS for the family unit size; or,
  - (ii) The VPS for the Size of the Home; or,
  - (iii) If the home is located in an exception payment standard area, MRHA VIII must use the appropriate payment standard for the exception payment standard area.
- (2) The payment standard for a family is the greater of the following:
  - (i) The VPS at activation of the Homeownership Voucher Option for occupancy of the home; or,
  - (ii) The VPS at the most recent regular re-examination of the family income and composition since the commencement of the Homeownership Voucher Option for occupancy of the home.
- (3) MRHA VIII must use the same VPS schedule, payment standard amounts and subsidy standards pursuant to §982.402 and §982.503 for the Homeownership Voucher Option as for the HCV Program.

C. **Allowable Homeownership Expenses** MRHA VIII shall adopt policies to determine the amount of homeownership expenses to be allowed in accordance with HUD requirements as follows:

- (1) PITI – Principal, Mortgage interest on initial mortgage debt, real estate taxes and public assessments on the home, and home insurance. Any refinancing of such debt and, and any mortgage insurance premium incurred to finance purchase of the home;
- (2) MRHA VIII's allowances for homeownership expenses are as follows:
  - (i) Monthly Maintenance Expenses: \$ 50.00 (Fifty Dollars and No Cents); and,
  - (ii) Monthly Major Repairs and Replacements: \$100.00 (One Hundred Dollars and No Cents);
- (3) MRHA VIII utility allowance for the home;
- (4) If the client incurs finance costs for major repairs, replacements or improvements for the home MRHA VIII may determine if this category of expenses shall be allowable.
- (5) 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. MRHA VIII shall determine if allowed and how much of such costs may be used as a homeownership expense if needed as a



reasonable accommodation so the homeownership option is readily accessible to and usable by such person, in accordance with §982.635(c)(2)(vii); and,

- (6) Land lease payments (where a family does not own fee title to the real property) on which the home is located.

**D. Allowable Cooperative Members Homeownership Expenses** - MRHA VIII shall adopt policies in accordance with HUD requirements to determine the amount of homeownership expenses to be allowed for a cooperative member that may be changed at the Agency's discretion. The expenses that may be allowed are as follows:

- (1) The cooperative charge under the cooperative occupancy agreement, including payment for real estate taxes and public assessment on the home;
- (2) Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;
- (3) Home Insurance;
- (4) MRHA VIII's allowances for homeownership expenses are as follows:
  - (i) Monthly Maintenance Expenses: \$ 50.00 (Fifty Dollars and No Cents); and,
  - (ii) Monthly Major Repairs and Replacements: \$100.00 (One Hundred Dollars and No Cents);
- (5) MRHA VIII utility allowance for the home; and,
- (6) 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. MRHA VIII shall determine if allowed and how much of such costs may be used as a homeownership expense if needed as a reasonable accommodation so the homeownership option is readily accessible to and usable by such person, in accordance with §982.635(c)(2)(vii); and,
- (7) May also include cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeownership association.

**IX. FAMILY OBLIGATIONS - CONTINUED ASSISTANCE REQUIREMENTS**

References: §982.633; §982.551

**A. Occupancy of Home** - Homeownership assistance shall only be paid while the family is residing in the home. If the family moves out of the home, MRHA VIII will not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund MRHA VIII the HAP for the month the family moves out.

**B. Statement of Homeowner Obligations** - The family must sign a Statement of Homeowner Obligations before commencement of the Homeownership Voucher Option and agree to comply with all obligations under the Program. The family must comply with the following:

- (1) **Post Homeownership Housing Counseling** - MRHA VIII may require a family receiving homeownership assistance to attend and participate in post homeownership and housing counseling;
- (2) **Compliance with Mortgage** - The family must comply with the terms of any mortgage securing debt incurred to purchase the home (or any refinancing of such debt);
- (3) **Prohibition against Conveyance or Transfer of Home** -
  - (i) So long as the family is receiving HAP, use and occupancy of the home is subject to §982.551(h) and (i) which is in reference to participant obligations in the HCV Program.
  - (ii) The family may grant a mortgage on the home for debt incurred to finance purchase of the home or any refinancing of such debt.
  - (iii) Upon death of a family member who holds, in whole or in part, title to the home or ownership of cooperative membership shares for the home, HAP may continue pending settlement of the decedent's estate, notwithstanding transfer of title by operation of law to the decedent's executor or legal representative, so long as the home is solely occupied by remaining family members in accordance with §982.551(h).

- (4) **Supply Required Information** - The family must supply information required by HUD or MRHA VIII in accordance with §982.551(b) concerning any of the following:
- (i) **Status of Home** - Any sale or transfer of any interest in the home;
  - (ii) **Prohibition on Ownership Interest on Second Residence** - Proof that no family member has any ownership interest in any other residential property while receiving homeownership assistance;
  - (iii) **Homeownership Expenses** – Refer to Section VIII of this Plan.
  - (iv) **Any Mortgage or other Debt Incurred to Purchase the Home** - Any refinancing of such debt, and information on any satisfaction or payment of the mortgage debt [§982.633(b)(4)(A)];
  - (v) **Notice of Mortgage Default** - The family must notify MRHA VIII if it defaults on any mortgage securing debt incurred to purchase the home. If the family defaults on the mortgage, MRHA VIII may choose to issue a HCV to the family to facilitate a move to a rental unit and continue rental assistance. However, the determination shall be at MRHA VIII's discretion, based on the good faith efforts of the family to meet its obligations and prevent default; and,
  - (vi) **Notice of Move-Out** - The family must notify MRHA VIII before moving out of the home.
- C. **Discretionary Requirements by MRHA VIII** - The family must allow MRHA VIII to conduct HUD approved Housing Quality Standards (HQS) inspections for the first two (2) required annual Homeownership Voucher re-examinations. The MRHA VIII HQS inspectors will provide reasonable advanced notice of the inspection. HQS inspections will not be required beginning year-three but, interim and annual re-examinations will continue to be required for each year that the family receives the Homeownership Voucher.

**X. PORTABILITY OF THE HOMEOWNERSHIP VOUCHER OPTION**  
**Reference: §982.636**

Although MRHA VIII will administer a Homeownership Voucher Program Option for its HCV clients who have completed a one-year lease term with its HCV voucher and enrolled in the FSS Program, it will not accept any new port-in homeownership voucher holders as part of its Homeownership Voucher Program Option [§982.636(b)]. However, MRHA VIII may at its discretion waive this policy for a Time-Limited Target-Specific Homeownership Voucher Program. Applicability of the HCV Program portability procedures and the responsibilities of MRHA VIII and other public housing authorities can be referenced in §982.636(c through e). MRHA VIII Program participants qualified for the Homeownership Voucher Option may qualify to move outside of the jurisdiction if the receiving public housing authority is administering a homeownership voucher program and is accepting new homeownership families.

**XI. MOVE WITH CONTINUED TENANT-BASED ASSISTANCE**  
**References: §982.626; §982.637; §982.638**

- A. **Move to New Unit** - A family receiving homeownership assistance may move to another home or continue with the HCV (rental) assistance (in accordance with the HCV Program procedures and requirements). The Homeownership Voucher assistance (in accordance with the Program procedures and requirements) for occupancy of a new home may continue provided no family member owns any title or other interest in the prior home and MRHA VIII has sufficient funds. MRHA VIII shall at its discretion allow a family move once per year. The participant's written request will be considered on a case-by-case basis by the Program Coordinator and Assisted Housing Director [§982.637(a)].
- B. **Requirements for Continuation of Homeownership Assistance** - MRHA VIII shall require that all initial requirements have been satisfied as listed in Section II of this Plan (§982.626). The exception is that a family does not have to become "Mortgage Ready" or have the first time homeowner status again provided that the family that has received homeownership assistance wants to move to a new home with continued homeownership assistance. The family must be in compliance with the Program procedures and requirements.
- C. **Deny Permission to Move with Continued Assistance** – MRHA VIII may deny a family to move to a new home or unit for continued HCV or homeowner assistance follows:

- (1) It the Agency determines that it does not have sufficient funding; and/or,
- (2) At any time, the Agency may deny permission to move with continued HCV or homeowner assistance in accordance with §982.638. Refer to Section XII of this Plan.

## **XII DENIAL OR TERMINATION OF ASSISTANCE**

**References: §982.551; §982.553; §982.633; §982.638**

MRHA VIII may terminate the HCV or Homeownership Voucher at any time (§986.638) if there are grounds for such denial in reference to §982.552, or for crime(s) by family members in accordance with §982.553. Termination may occur if the family violated family obligations in accordance with §982.551 or §982.633.

The Agency must terminate the Homeownership Voucher assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or of foreclosure on any mortgage (whether FHA or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt. MRHA VIII, may in its discretion, permit the family to move to a unit with continued HCV rental. However, MRHA VIII must deny such permission if the family defaulted on an FHA insured mortgage, and/or the family fails to demonstrate that they will or have conveyed title of the home as required by HUD to either HUD or a HUD designee, and the family has moved or will move from the home within the period established or approved by HUD.

Automatic termination shall occur at the end of the Homeownership Voucher's HAP term one-hundred-eighty (180) calendar days after the last HAP. MRHA VIII shall have the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

## **XIII. HOMEOWNER VOUCHER OPTION: APPLICABILITY OF OTHER REQUIREMENTS**

**Reference: §982.641**

HCV Program assistance requirements that apply to the Homeownership Voucher Option includes but may not be limited to the Voucher Payment Standard amount, family income and composition at annual and interim re-examinations, and a utility allowance that is based on the HCV HQS inspection findings. Section 982.641 titled, *Homeownership Option: Applicability of other Requirements*, provides a detailed list of HCV requirements and procedures that do not apply to the Homeownership Voucher Program.

## **XIV MRHA VIII DISCRETIONARY PROVISIONS**

**References: §982.625 through §982.641**

The Chief Executive Officer of MRHA VIII shall have the discretion to waive or modify any provision of the Assisted Housing Homeownership Voucher Program Option or policies not governed by statute or regulation for good cause or to comply with changes in HUD regulations or directives.

**ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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**Mississippi Regional Housing Authority VIII**

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**ACOP**

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JANUARY 1, 2009

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**ADMISSIONS AND CONTINUED OCCUPANCY POLICY  
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# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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This Admissions and Continued Occupancy Policy (ACOP) defines the Mississippi Regional Housing Authority VIII's policies for the operation of the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

## **1.0 FAIR HOUSING.0 FAIR HOUSING**

It is the policy of the Mississippi Regional Housing Authority VIII to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development's regulations governing Fair Housing and Equal Opportunity. The Mississippi Regional Housing Authority VIII shall affirmatively further fair housing in the administration of its public housing program.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Mississippi Regional Housing Authority VIII's programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Mississippi Regional Housing Authority VIII will provide Federal/State/local information to applicants/residents of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Mississippi Regional Housing Authority VIII office.

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

## **2.0 REASONABLE ACCOMMODATION.0 REASONABLE ACCOMMODATION**

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Mississippi Regional Housing Authority VIII housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their

disability. This policy clarifies how people can request accommodations and the guidelines the Mississippi Regional Housing Authority VIII will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Mississippi Regional Housing Authority VIII will ensure that all applicants/residents are aware of the opportunity to request reasonable accommodations.

## **2.1 COMMUNICATION.1 COMMUNICATION**

Requests for reasonable accommodation must be in writing; however, appropriate consideration will be given to requests for reasonable accommodations in housing and non-housing facilities (see 24 CFR 8.21, 8.23, 8.24 and 8.25) and make reasonable accommodations (see 24 CFR 100.204), or combinations of the structural modifications and

(a) In making reasonable accommodations or structural modifications to existing housing programs or in carrying out other alterations (see 24 CFR 8.23(b) for otherwise qualified persons with disabilities, MRHA VIII will comply with requirements of 24 CFR 8.23, 8.24, 8.26 and 8.32.

(b) MRHA VIII will not permit these policies to be subverted to do personal or political favors. MRHA VIII will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, Federal law and the civil rights of the other families on the waiting list (see 24 CFR 906.204 (a)(3)(ii)).

## **2.2 ACCESSIBILITY**

Facilities and programs used by residents must be accessible. Application and management of

If these facilities are not already accessible (and located on accessible routes), some will be made so, subject to the undue financial and administrative burden test. As an alternative, if the Housing Authority has several comparable facilities or programs, some of which are accessible and some of which are not accessible, the Housing Authority can provide accessible transport that will permit a resident to use an accessible facility or participate in an accessible program at other than the building where the resident lives. (See 24 CFR 8.20 and 8.21)

## **3.0 SERVICES FOR LIMITED ENGLISH PROFICIENCY (LEP) SPEAKING APPLICANTS AND RESIDENTS.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS**

The Housing Authority will endeavor to provide access to people who speak languages other than English in order to assist Limited English Proficiency (LEP) speaking families. To ensure that Limited English Proficiency persons have free meaningful access to its programs, the Housing Authority has established a Language Assistance Plan (LAP) to provide guidance to staff about the vital services available to clients based on the clients'

level of English proficiency:

- (a) Some applicants will not be able to read (or read English), so intake staff must be prepared to read in general, the Housing Authority is not required to pay the costs associated with having a foreign language interpreter because the Fair Housing Act makes no such requirements.
- (b) Documents intended for use by applicants and residents will be made available in formats accessible in as much as possible. Unless prohibited by local law, documents may be translated into languages other than English as needed.
- (c) Some of the concepts that must be described relative to eligibility, rent computation, applicant screening, reasonable accommodations and lease compliance are complicated. Offering examples will help applicants and residents understand the issues involved. Rules and benefits may have to be explained verbally – perhaps more than once (24 CFR 8.6)
- (d) At the point of initial contact, Housing Authority staff will ask all applicants whether they need some form of communication other than plain language paperwork. Alternative forms of communication might include: sign language interpretation, having materials explained orally by staff, either in person or by phone, large type materials, information on tape and having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials ( 24 CFR 8.6).

At minimum, the Housing Authority will prepare the following information in clearly written and accessible formats:

- (a) Marketing and information materials
- (b) Information about the application process
- (c) The application form
- (d) All form letters, notices to applicants and residents
- (e) General statement about reasonable accommodation
- (f) Orientation materials for new residents
- (g) The lease and house rules (if any)
- (h) Guidance or instructions about care of the housing unit
- (i) Information about opening, updating or closing the waiting list

- (j) All information related to applicant's rights ( to informal hearings, etc)

## **4.0 FAMILY OUTREACH.0 FAMILY OUTREACH**

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

The Mississippi Regional Housing Authority VIII will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

It is the policy of MRHA VIII to conduct outreach as needed to maintain an adequate application pool representative of the eligible population in the area. Outreach efforts will take into consideration the level of vacancy in the Housing Authority's units, availability of units through turnover and waiting list characteristics. MRHA VIII will periodically assess these factors in order to determine the need for and scope of any marketing efforts. (not a HUD requirement, best practice)

Marketing and informational materials will be subject to the following:

- (a) All marketing materials must comply with Fair Housing Act requirements with respect to wording, logo, size of type, etc (24 CFR 109.30(a) as well as affirmative fair housing marketing requirements;
- (b) Marketing will describe the housing units, application process, waiting list and preference structure accurately;
- (c) Marketing will be written in simple, clear language and will use more than strictly English-language print media;
- (d) An effort will be made to target all agencies that serve and advocate for potentially qualified applicants (e.g. persons with disabilities to ensure that accessible/adaptable units are used by people who can best take advantage of their features).
- (e) Marketing materials will make clear who is eligible: low-income individuals and families, people with both physical and mental disabilities;
- (f) The Housing Authority's responsibility to provide reasonable accommodations to people with disabilities will be made clear.

The objective of this effort is to develop a waiting list that is representative of the low-income community. A particular emphasis will be placed on attracting eligible

individuals and families least likely to apply for public housing.

## **5.0 RIGHT TO PRIVACY.0 RIGHT TO PRIVACY**

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

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

## **6.0 REQUIRED POSTINGS.0 REQUIRED POSTINGS**

In each of its offices, the Mississippi Regional Housing Authority VIII will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- (a) Statement of Policies and Procedures governing Admission and Continued Occupancy
- (b) Notice of the status of the waiting list (opened or closed)
- (c) A listing of all the communities by name, address, number of units, units designed with special accommodations, address of all community offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours
- (d) Income Limits for Admission
- (e) Utility Allowance Schedule
- (f) Current Schedule of Routine Maintenance Charges
- (g) Dwelling Lease
- (h) Grievance Procedure
- (i) Fair Housing Poster
- (j) Equal Opportunity in Employment Poster
- (k) Any current Housing Authority Notices

## **7.0 TAKING APPLICATIONS.0 TAKING APPLICATIONS**

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at the respective management offices. Applications received at the management offices will be considered for residency in the respective developments only.

Applications are taken to compile a waiting list. Due to the demand for housing in the Mississippi Regional Housing Authority VIII's jurisdiction, the Mississippi Regional Housing Authority VIII may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be dated and time stamped. The Mississippi Regional Housing Authority VIII will verify the information.

Applications may be made in person at all public housing Management offices Monday – Friday from 7:30am – 11:30am or at the Central Office Monday – Friday from 8:30a.m.-5:00p.m. Applications will be mailed to interested families upon request.

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

The applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The Mississippi Regional Housing Authority VIII will make the changes in the applicant's computerized tenant data base and will update their place on the waiting list.

## **8.0 ELIGIBILITY FOR ADMISSION.0 ELIGIBILITY FOR ADMISSION**

### ***8.1 INTRODUCTION.1 INTRODUCTION***

There are five eligibility requirements for admission to public housing: qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Mississippi Regional Housing Authority VIII screening criteria in order to be admitted to public housing.

### ***8.2 ELIGIBILITY CRITERIA.2 ELIGIBILITY CRITERIA***

#### **A. Family Status**

1. A **family with or without children**. Such a family is defined as a group of people
  - (a) Children temporarily absent from the home due to placement in foster care are considered family members.
  - (b) Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
  
2. An **elderly family**, which is:
  - (a) A family whose head, spouse, or sole member is a person who is at least 62 years of age;
  - (b) Two or more persons who are at least 62 years of age living together; or
  - (c) One or more persons who are at least 62 years of age living with one or more
  
3. A **near-elderly family**, which is:
  - (a) A family whose head and spouse, or sole member is at least 50 years of age but below the age of 62;
  - (b) Two or more persons, who are at least 50 years of age but below the age of
  - (c) One or more persons, who are at least 50 years of age but below the age of
  
4. A **disabled family**, which is:
  - (a) A family whose head, spouse, or sole member is a person with disabilities;
  - (b) Two or more persons with disabilities living together; or
  - (c) One or more persons with disabilities living with one or more live-in aides.
  - (d) For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.
  
5. A **displaced family**, which is a family in which each member, or whose sole member, is eligible for disaster relief laws.

6. A **remaining member of a resident family**.

7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a resident family.

B. Income Eligibility

1. To be eligible for admission to Mississippi Regional Housing Authority VIII Low Income Housing Tax Credit units, a lower income cap will apply.

2. Income limits apply only at admission and are not applicable for continued occupancy.

3. Income limit restrictions do not apply to families transferring within our Public Housing Program.

4. The Mississippi Regional Housing Authority VIII may allow police officers who would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. Up to three (3) public housing units may be included in the development they occupy.

C. Citizenship/Eligibility Status

1. To be eligible for public housing each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Code. Non-citizen categories are not entitled to housing assistance in preference to any United States citizen.

2. Family eligibility for assistance.

(a) A family shall not be eligible for assistance unless at least one member of the family residing in the unit is determined to have eligible status, with the exception noted below.

(b) Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance (See Section 13.5 for calculating rents under the non-citizen rule).

(c) A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation



To be eligible, all family members six (6) years of age and older must provide a Social Security number or certify that they do not have one. Adults must certify for minors.

E. Signing Consent Forms

1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.

2. The consent form must contain, at a minimum, the following:

(a) A provision authorizing HUD or the Mississippi Regional Housing Authority occupancy;

(b) A provision authorizing HUD or the Mississippi Regional Housing Authority

(c) A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits;

(d) A statement allowing the Mississippi Regional Housing Authority VIII permission to access the applicant's criminal record with any and all police and/or law enforcement agencies; and

(e) A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

**8.3 SUITABILITY .3 SUITABILITY**

The Mississippi Regional Housing Authority VIII will evaluate past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other residents, Mississippi Regional Housing Authority VIII's employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.

The Mississippi Regional Housing Authority VIII will consider objective and reasonable aspects of the family's background, including the following:

(a) History of meeting financial obligations, especially rent, and any utility

payments;

- (b) Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other residents;
- (c) History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other residents or staff or cause damage to the property;
- (d) History of disturbing neighbors or destruction of property;
- (e) Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
- (f) History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

The Mississippi Regional Housing Authority VIII will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Mississippi Regional Housing Authority VIII will verify the information provided. Such verification may include but may not be limited to the following:

- (a) A credit check of the head, spouse, co-head, and any other adult family members;
- (b) A rental history check of all adult family members;
- (c) A criminal background check on all adult household members and youth 15 and above, including live-in aides. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Mississippi Regional Housing Authority VIII may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC). The criminal background check will proceed after each adult household member has signed a consent form designed by the Mississippi Regional Housing Authority VIII.

The information received as a result of the criminal background check shall be used solely for screening, lease enforcement and eviction purposes. The information derived from the criminal background check shall be shared only with employees of the Mississippi Regional Housing Authority VIII who have job-related need to have access to the information. The information shall be maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose(s) for which it is requested has been accomplished and the period for filing a challenge to the Housing Authority's action has expired without a challenge or final disposition of any litigation has occurred;

- (d) A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
- (e) A check of the State's lifetime sex offender registration program for each adult household registry and if the applicant has resided in another State(s), with that State(s)'s list.

If an applicant is denied housing based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and given the opportunity to dispute the accuracy of the information before the denial or eviction occurs.

#### **8.4 VIOLENCE AGAINST WOMEN**

No applicant for public housing who has been a victim of domestic violence, dating violence or stalking shall be denied admission into the program if they are otherwise qualified.

#### **8.5 GROUNDS FOR DENIAL.4GROUNDS FOR DENIAL**

The Housing Authority is not required or obligated to assist applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their co
- D. Have a history of not meeting financial obligations, especially rent;
- E. Do not have the ability to maintain (with assistance) their housing in a

decent and safe condition where such habits could adversely affect the health, safety, or welfare of other residents;

F. Have a history of criminal activity by any household member involving crimes of physical damage to the property;

For the purpose of this Policy, if any member of the applicant family has been arrested at least three (3) times within the prior two (2) year period for this purpose, they will be determined to have engaged in criminal activity, drug-related criminal activity or violent criminal activity.

G. Have a history of disturbing neighbors or destruction of property;

H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;

I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom;

J. Were evicted from federally assisted housing within the past three (3) years because of drug-related criminal activity. The three-year limit is based on the date of such eviction, not the date the crime was committed.

However, the Housing Authority may admit the household if the PHA determines:

1. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the Housing Authority; or

2. The circumstances leading to the eviction no longer exist (for example, the criminal household member is imprisoned or has died).

K. Are currently engaging in the illegal use of a controlled substance. For the purposes of this Section, the Housing Authority determines that it has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;

With respect to criminal activity described in paragraphs J, K, L, and M of this Section, the Housing Authority may require an applicant to exclude a household member if the Housing Authority determines that it has reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;

L. The Housing Authority determines that it has reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;

L. The Housing Authority determines that it has reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;

- M. Have engaged in or threatened abusive or violent behavior towards any Housing Authority household member;
- N. Fugitive felons, parole violators, and persons fleeing to avoid prosecution, or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;
- O. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property, or on the premises of other federally assisted housing;
- P. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.
- Q. **Violence Against Women:** No applicant for public housing who has been a victim of domestic violence, dating violence or stalking shall be denied admission into the program if they are otherwise qualified.

In determining whether or not to deny admission for illegal drug use by a household member who is no longer engaging in such abuse, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, the Housing Authority may consider whether such household member:

- (a) Is participating in a supervised drug or alcohol rehabilitation program;
- (b) Has successfully completed a supervised drug or alcohol rehabilitation program;
- (c) Has otherwise been successfully rehabilitated.

For this purpose, the Housing Authority will require the applicant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

If the Housing Authority denies admission to the Authority's public housing program on the basis of a criminal record, the Housing Authority must notify the household of the proposed action and must provide the person with the criminal record and the applicant (head of household) with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record. The applicant will have ten (10) calendar days to dispute the accuracy and relevance of the record in writing. If the Housing Authority does not receive the dispute within the allotted time, the applicant will be denied.

**8.6    *INFORMAL REVIEW.5    INFORMAL REVIEW***

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

The informal review may be conducted by any person designated by the Housing Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the Housing Authority's decision. The Housing Authority must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the final decision.

- (b)    The applicant family may request that the Housing Authority provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 calendar days of receipt of the Notice of Denial or Termination of Assistance, or within 30 calendar days of receipt of the INS appeal decision.

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

**9.0    *MANAGING THE WAITING LIST.0    MANAGING THE WAITING LIST***

***9.1    OPENING AND CLOSING THE WAITING LIST.1    OPENING AND CLOSING THE WAITING LIST***

Opening of the waiting list will be announced with a public notice stating that applications for minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must

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

**9.2 ORGANIZATION OF THE WAITING LIST.2 ORGANIZATION OF THE WAITING LIST**

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

- (a) The application will be a permanent file;
- (b) All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and
- (c) Any contact between the Housing Authority and the applicant will be documented in

**9.3 PURGING THE WAITING LIST**

The Housing Authority will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom the Housing Authority has current information, i.e. applicant's address, family composition, income category, and preferences.

**9.4 REMOVAL OF APPLICANTS FROM THE WAITING LIST.4 REMOVAL OF APPLICANTS FROM THE WAITING LIST**

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

- (a) The applicant requests in writing that the name be removed;
- (b) The applicant fails to respond to a written request for information or a request to declare their continued interest in the program;
- (c) The applicant does not meet either the eligibility or suitability criteria for the program; or
- (d) The applicant is housed.

Applicants will be offered the right to an informal review before being removed from the waiting list.

**9.5 MISSED APPOINTMENTS**

All applicants who fail to keep a scheduled appointment with the Housing Authority, without cause, will be sent a notice withdrawing their name from the waiting list.

**9.6 NOTIFICATION OF NEGATIVE ACTIONS.5 NOTIFICATION OF NEGATIVE ACTIONS**

Any applicant whose name is being removed from the waiting list will be notified

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

## **10.0 TENANT SELECTION AND ASSIGNMENT PLAN**

### ***10.1 PREFERENCES***

The Housing Authority will select families based on the following preferences within each bedroom size category and on our local housing needs and priorities:

- (a) Families affected by Natural Disaster: A family participating in the public housing program.
- (b) Elderly/Disabled: A family whose head or spouse or sole member is at least sixty-two (62) years of age, or a Disabled Family or disabled persons living together, or one or more such persons living with another person who is determined to be elderly or disabled.
- (c) Displaced person(s): Individuals or families displaced by public or private action. This preference is for persons who are displaced by eminent domain. Renters who damage the rental home or are otherwise responsible for causing the condemnation are not eligible for this preference.
- (d) Families with an adult member employed full-time for the past 12 months (full-time is at least 30 hours per week) or a family member who is currently enrolled in a program that prepares someone for a job. Full-time students must have completed at least first year of their academic requirements and continuing. Persons on job training or job readiness programs must complete at least 50% of their course work and college graduates or graduates of job training or job readiness programs must be gainfully employed to receive this preference.
- (e) All other applicants.

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



In instances when an applicant is admitted based on the working family preference, the resident is required to meet the working family requirements throughout the initial one-year term and successive terms of the lease. When the working family household member becomes unemployed due to cause (quit, etc), that person must be reemployed within 60 days of losing the job or the lease will be cancelled. After the family vacates the unit voluntarily or involuntarily, they may reapply.

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

Required verifications for these preferences are as follows:

A. Involuntarily Displaced Due to Disaster

1. FEMA evaluation of building showing not habitable as a result of Presidential Declared national disaster
2. Fire report from Fire Department showing extent of damage or
3. Certification from Health Department or another governmental Agency condemning building due to disaster; or
4. Insurance Adjuster's evaluation of building showing not habitable
5. Housing Authority employees inspection and certification of dwelling

B. Working Family

1. Completed employment verification (form # 3 supplied by this Housing Authority) showing date of employment
2. Documentation from the employer
3. Social Security or SSI award letters and/or copies of actual checks

**Buildings Designated as Elderly Only Housing:** If HUD has approved any development as being designated for elderly only, first priority will be given to elderly families. When there are insufficient elderly families on the waiting list, near-elderly families (head or spouse ages 50-61) may receive a preference for units in the development.

**Accessible Units:** Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected

utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies or requires a transfer from a non-accessible unit. Any family required to transfer will be given a 30 calendar day notice.

**10.2 ORGANIZATION OF THE WAITING LIST**

This Housing Authority serves fourteen (14) southern counties of Mississippi (Covington, Forrest, George, Greene, Hancock, Harrison, Jackson, Jones, Lamar, Marion, Pearl River, Perry, Stone, and Wayne) and each of the eight (8) public housing properties with assigned Property Managers (Haywood Brooks Homes, Bayou Cassotte Homes, Belleville Apartments, Hillsdale Homes, Dan Stepney Homes, H.C. Patterson Homes, Frank Lee Homes and Pecan Circle Homes) will maintain a separate waiting list.

At the applicant’s request, his/her application will be placed on all waiting lists including the Housing Choice Voucher Program waiting list.

Each applicant shall be assigned his/her appropriate place on one particular waiting list (usually in the city where he/she wishes to live) or on all waiting lists if desired by the applicant, in sequence, based upon type and size of unit, income limits category (low, very low, or extremely low), and local preference applied for, if applicable.

**10.3 ASSIGNMENT OF BEDROOM SIZES.2 ASSIGNMENT OF BEDROOM SIZES**

The following guidelines will be used to determine each family’s unit size:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	5	8

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
5	7	10

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one-person families. Two adults will share a bedroom unless related by blood.

In determining bedroom size, the Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children currently under a 50% or more joint custody decree, children who are temporarily away at school, or children who are temporarily in foster care.

In addition, the following considerations may be taken in determining bedroom size:

- (a) Children of the same sex will share a bedroom.
- (b) Children of the opposite sex, both under the age of 6, will share a bedroom.
- (c) Adults and children will not be required to share a bedroom.
- (d) Foster adults and/or foster children will not be required to share a bedroom with family members.
- (e) Live-in aides will get a separate bedroom.

**10.4 SELECTION FROM THE WAITING LIST.3 SELECTION FROM THE WAITING LIST**

The Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be extremely low-income families whose annual income is at or below 30% of the area median income. In order to meet this requirement, the Housing Authority may skip higher income families on the waiting list to reach extremely low-income families.

**10.5 DECONCENTRATION POLICY.4 DECONCENTRATION POLICY**

It is the Mississippi Regional Housing Authority VIII's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income communities and lower income families into

higher income communities, enhancing the economic well-being of its current residents, and encouraging higher income residents who cannot yet afford the private marketplace to remain in public housing. Toward this end, families on the waiting list may be skipped over to reach other families with a lower or higher income and programs will be offered in partnership with various jurisdiction-wide supportive service providers to help residents achieve self-sufficiency.

This policy may not be construed to impose or require any specific income or racial quotas for any community.

**10.6 DECONCENTRATION INCENTIVES.5 DECONCENTRATION INCENTIVES**

The Housing Authority may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular community. This will include the use of flat rents by higher income residents that cannot afford the private marketplace.

**10.7 OFFER OF A UNIT.6 OFFER OF A UNIT**

When a unit becomes available, the first family on the waiting list who has the highest priority for this type of unit and whose income category would help to meet the deconcentration goal and/or the income-targeting goal will be contacted.

The family will be offered the opportunity to view the unit. The family will have 24 hours to accept or reject the unit. This verbal offer and the family's decision must be documented in the resident file.

**10.8 REJECTION OF UNIT.7 REJECTION OF UNIT**

If the family rejects a unit the family will be placed at the bottom of the waiting list and the application date and time will be changed to the date and time of the rejection. If the family rejects for good cause, they will retain their place on the waiting list. Good cause includes reasons related to proximity to work and childcare.

**10.9 ACCEPTANCE OF UNIT.8 ACCEPTANCE OF UNIT**

The family will be required to sign a lease that will become effective no later than three (3) business days after the date of acceptance or the business day after the day the unit becomes available, whichever is later. The initial term of the lease is one (1) year. During that one-year period, the lease shall be enforced thereby rendering the resident ineligible for any other MRHA VIII program that would require resident to terminate the lease.

The lease shall be signed by the head, spouse, and all other adult members of the household(if requested) accepted as a resident family and by the Executive

Director or other authorized representative of MRHA VIII, prior to actual admission. The dwelling lease shall be executed for a period of one year with automatic renewal options. The one year lease shall be enforced thereby rendering residents ineligible for other MRHA VIII housing assistance programs that would require residents to terminate the lease.

The lease requires that residents shall perform lawn care seasonal maintenance or other maintenance tasks as specified in the lease. Residents will be assessed a \$10.00 per month lawn care surcharge in lieu of performing lawn care seasonal maintenance. Residents who are unable to perform such tasks because of age or disability are exempt.

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, utility charges, and the current schedule of routine maintenance charges. These documents will be explained in detail. The applicant will sign a form that they have reviewed these documents and that they have reviewed them with Housing Authority personnel. The form will be filed in the resident's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the Housing Authority will retain the original executed lease in the resident's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.

The family will pay a security deposit at the time of lease signing. The security deposit will be equal to the Total Resident Payment or minimum amount set by bedroom size whichever is greater.

In exceptional situations, the Housing Authority reserves the right to allow a new resident to pay their security deposit in installments. A minimum of \$50 shall be paid in advance and the balance paid in monthly installments of not less than \$25 per month. This shall be at the sole discretion of the Housing Authority.

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family. Conversely, if the security deposit is less, the difference will be refunded to the family.

In the event that there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

## **11.0 INCOME, EXCLUSIONS FROM INCOME, AND**

## **DEDUCTIONS FROM INCOME.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME**

To determine annual income, the Housing Authority adds the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Housing Authority subtracts all allowable deductions (allowances) to determine the Total Resident Payment.

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

### ***11.1 INCOME.1 INCOME***

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

- (a) Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- (b) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- (c) Are not specifically excluded from annual income.

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

### ***11.2 ANNUAL INCOME***

Annual income includes, but is not limited to:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, c
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the

extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.

- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. Income that could have been derived from assets worth more than \$1000 that were disposed of for less than fair market value within the past two years will be counted as income.
- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- F. When families report zero income and have no income excluded for rent computation, M
- G. Welfare assistance
  - 1. Welfare assistance payments
    - (a) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
      - (i) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and

- (ii) Are not otherwise excluded under paragraph Section 11.2 of this policy.
- (b) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
  - (i) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
  - (ii) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

## 2. Imputed welfare income

- (a) A family's annual income includes the amount of imputed welfare income (because of specified welfare benefits reductions from either welfare fraud or the failure to comply with economic self-sufficiency requirements, as specified in notice to the Housing Authority by the welfare agency) plus the total amount of other annual income.
- (b) At the request of the Housing Authority, the welfare agency will inform the Housing Authority in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the Housing Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The Housing Authority will use this information to determine the amount of imputed welfare income for a family.
- (c) A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition,



during the term of the welfare benefits reduction (as specified in information provided to the Housing Authority by the welfare agency).

- (d) The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
- (e) The Housing Authority will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
- (f) If a resident is not satisfied that the Housing Authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Housing Authority denies the family's request to modify such amount, then the Housing Authority shall give the resident written notice of such denial, with a brief explanation of the basis for the Housing Authority's determination of the amount of imputed welfare income. The Housing Authority's notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision in accordance with our grievance policy. The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed welfare income in order to obtain a grievance hearing.
- (g) Relations with welfare agencies
  - (i) The Housing Authority will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the Housing Authority written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.

(ii) The Housing Authority is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the housing authority. However, the Housing Authority is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.

(iii) Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The Housing Authority shall rely on the welfare agency notice to the Housing Authority of the welfare agency's determination of a specified welfare benefits reduction.

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

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

### ***11.3 ANNUAL INCOME EXCLUSIONS .2 ANNUAL INCOME***

Annual income does not include the following:

A. Income from employment of children (including foster children) under the age of 18 years

B. Payments received for the care of foster children or foster adults (usually persons with di

C. Lump-sum additions to family assets, such as inheritances, insurance payments (incl

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

E. Income of a live-in aide;

F. The full amount of student financial assistance paid directly to the student

or to the educational institution;

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

H. The amounts received from the following programs:

1. Amounts received under training programs funded by HUD;
2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the community. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the Housing Authority Board of Commissioners. No resident may receive more than one such stipend during the same period of time;
5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. Deferred periodic amounts from supplemental security income and Social Security
11. Amounts received by the family in the form of refunds or rebates under State or Federal law
12. Amounts paid by a State agency to a family with a member who has a disability and is living at home to offset the cost of services and equipment needed
13. Amounts specifically excluded by any other Federal statute from consideration as income
  - (a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 5044(g), 5058)
  - (b) Payments to volunteers under the Domestic Volunteer Services Act of 1973
  - (c) Payments received under the Alaska Native Claims Settlement Act
  - (d) Income from submarginal land of the U.S. that is held in trust for certain Indian tribes
  - (e) Payments made under HHS's Low-Income Energy Assistance Program
  - (f) Payments received under the Job Training Partnership Act
  - (g) Income from the disposition of funds of the Grand River Band of Ottawa Indians
  - (h) The first \$2000 per capita received from judgment funds awarded for certain Indian claims
  - (i) Amount of scholarships awarded under Title IV including Work Study
  - (j) Payments received under the Older Americans Act of 1965
  - (k) Payments from Agent Orange Settlement
  - (l) Payments received under the Maine Indian Claims Act

- (m) The value of childcare under the Child Care and Development Block Grant Act of 1990
- (n) Earned income tax credit refund payments
- (o) Payments for living expenses under the AmeriCorps Program
- (p) Additional income exclusions provided by and funded by the Housing Authority
- (q) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation
- (r) Allowances paid to children with spina bifida who are children of Vietnam veterans
- (s) Crime victim compensation under the Victims of Crime Act
- (t) Workforce Investments program allowances, earnings and payments under the Workforce Investment Act

The Housing Authority will not provide exclusions from income in addition to those already provided for by HUD.

#### **11.4 EARNED INCOME DISALLOWANCE**

The incremental earnings due to employment during a cumulative 12-month period following date of initial hire shall be excluded. This exclusion is only available to the following families:

- (a) Families whose income increases as a result of employment of a family member who w
- (b) Families who are or were, within 6 months, assisted under a State TANF or Welfare –to-Work Program,

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

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

(While HUD regulations allow for the housing authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of this housing authority to provide the exclusions in all cases.)

### **11.5 DEDUCTIONS FROM ANNUAL INCOME**

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. The sum of the following, to the extent the sum exceeds three percent 3% annual income:
  - 1. Unreimbursed medical expenses of any elderly family or disabled family; and
  - 2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.
  - 3. Reasonable child-care expenses for children 12 and younger necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

### **11.6 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME**

- A. If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within ten (10) calendar days of receipt by the resident.
- B. The Housing Authority shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.
- C. After the reconciliation is complete, the Housing Authority shall, if

appropriate, adjust the resident's rent beginning at the start of the next month. If the reconciliation is completed during the final five (5) calendar days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the Housing Authority shall do one of the following:

1. Establish a repayment plan for the resident to pay the sum due to the agency;
2. Immediately collect the back rent due to the agency;
3. Terminate the lease and evict for failure to report income; or
4. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency.

#### ***11.7 COOPERATING WITH LAW ENFORCEMENT AGENCIES***

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

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

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

- (c) The request is made in the proper exercise of the law enforcement agency's official duties.

### ***11.8 COOPERATING WITH WELFARE AGENCIES***

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

- (a) To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 tenant-based assistance program to achieve self-sufficiency; and
- (b) To provide written verification to the Housing Authority concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

## **12.0 VERIFICATION.0 VERIFICATION**

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

### ***12.1 ACCEPTABLE METHODS OF VERIFICATION.1 ACCEPTABLE METHODS OF VERIFICATION***

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

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

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

EIV is HUD's online wage and benefit system that allows PHAs to verify tenant-reported income from an independent source in computerized form.



Current EIV resources include the following:

- (a) **State Wage Information Collection Agencies (SWICAs)**
- (b) **State systems for the Temporary Assistance for Needy Families (TANF) program**
- (c) **Credit Bureau Information (CBA) credit reports**
- (d) **Internal Revenue Service (IRS) Letter 1722**
- (e) **Private sector databases (e.g. The Work Number)**

The Housing Authority will use additional EIV resources as they become available.

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

No adverse action can be taken against a resident until the Housing Authority has independently verified the EIV information and the resident has been granted an opportunity to contest any adverse findings through the established grievance procedure.

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

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

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

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

Third-party written verifications may also be used to supplement Enterprise Income Verifications.

Third-party verification of SS and SSI benefits shall be obtained by getting a copy of an official Social Security Administration letter of benefits from the person receiving the benefits and verification from HUD's on-line systems. If either of these forms of verification is not obtainable, then the file shall be documented as to why third-party verification was not used.

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

**3. Third-Party Oral Verifications – Level 3**

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

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

**4. Review of Documents – Level 4**

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

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

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

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

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

## ***12.2 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS***

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

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

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

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

Family members who do not claim to be citizens, nationals, or eligible noncitizens must be listed on a statement of noneligible members and the list must be signed by the head of the household.

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

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

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

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

If the Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of three (3) years from the date of eviction or termination.

### ***12.3 VERIFICATION OF SOCIAL SECURITY NUMBERS.3 VERIFICATION OF SOCIAL SECURITY NUMBERS***

Prior to admission, each family member who has a Social Security number and who is at least 6 years of age must provide verification of their Social Security number. New family members at least 6 years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.

If a member of a tenant family indicates they have a Social Security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to sixty (60) calendar days to provide the verification. If the individual is at least 62 years of age, they will be given one hundred and twenty (120) calendar days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

### ***12.4 TIMING OF VERIFICATION.4 TIMING OF VERIFICATION***

Verification information must be dated within ninety (90) calendar days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update all information related to family circumstances and level of assistance. (Or, the Housing Authority will only verify and update those elements reported to have changed.)

### ***12.5 FREQUENCY OF OBTAINING VERIFICATION.5 FREQUENCY OF OBTAINING VERIFICATION***

Household composition will be verified annually. The frequency that household income will be verified depends on the type of rent method chosen by the family.

For each family member, citizenship/eligible noncitizen status will be verified only once unless the family member is an eligible immigrant in a transition stage of admission. In this situation, their status must be updated until they are admitted.

for permanent residency. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible noncitizen status will be verified.

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

### ***12.6 VERIFICATION OF ABSENT FAMILY MEMBER***

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

- (a) Documentation verifying husband and wife are legally divorced.
- (b) Documentation verifying husband and wife are legally separated.
- (c) Order of protection/restraining order obtained by one family member against another.
- (d) Proof of another home address, which is limited to utility bills, bank statements, and
- (e) Statement from the Department of Social Services verifying absence from the household.
- (f) If the adult member is incarcerated, in excess of 90 days, a document from the Court or prison should be obtained stating how long they will be incarcerated.

### ***12.7 VERIFICATION OF GUARDIANSHIP***

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

- (a) Documentation of Court-ordered assignment.
- (b) Verification from social services agency.
- (c) School records.

## **13.0 DETERMINATION OF TOTAL RESIDENT PAYMENT AND RESIDENT RENT**

### ***13.1 THE INCOME-BASED METHOD.2 THE FORMULA METHOD***

The total resident payment is equal to the highest of:

- (a) 10% of the family's monthly income;
- (b) 30% of the family's adjusted monthly income; or
- (c) The minimum rent of \$50.

### ***13.2 FAMILY CHOICE.1 FAMILY CHOICE***

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the income-based method or having their rent set at the flat rent amount.

- A. Families who opt for the flat rent will be required to undergo the income reexamination process only every three years. Their family composition must be reviewed annually.
- B. Families who opt for the flat rent may request to have a reexamination and return to the income based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for child-care, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
- C. Families have only one choice per year except for financial hardship cases. In order for families to make informed choices about their rent options, the Housing Authority will provide them with the following information whenever they have to make rent decisions:
  - 1. The Housing Authority's policies on switching types of rent in case of a financial hardship; and
  - 2. The dollar amount of tenant rent for the family under each option. If the family chose a flat rent for the previous year, the Housing

Authority will provide the amount of income-based rent for the subsequent year only the year the Housing Authority conducts an income reexamination or if the family specifically requests it and submits updated income information

### **13.3 MINIMUM RENT.3 MINIMUM RENT**

The Housing Authority has set the minimum rent at \$50. If the family requests a hardship exemption, however, the Housing Authority will suspend the minimum rent beginning the month following the family's request until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
  - 1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
  - 2. When the family would be evicted because it is unable to pay the minimum rent;
  - 3. When the income of the family has decreased because of changed circumstances, including loss of employment; and
  - 4. When a death has occurred in the family.
- B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be not be imposed for a period of 90 calendar days from the beginning of the suspension of the minimum rent. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of resident rent owed for the suspension period.

- D. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- E. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

**13.4 THE FLAT RENT.4 THE FLAT RENT**

The Housing Authority has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its age, condition, amenities, services, and neighborhood. The Housing Authority determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied at the next annual recertification for each affected family (for more information on flat rents, see Section 15.3).

The Housing Authority will post the flat rents at each of the communities and at the central office.

There is no utility allowance for families paying a flat rent because the Housing Authority has already factored who pays for the utilities into the flat rent calculation.

**13.5 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE.6 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE**

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

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

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



- (a) Determine the 95<sup>th</sup> percentile of gross rents (resident rent plus utility allowance) for the Housing Authority. The 95<sup>th</sup> percentile is called the maximum rent.
- (b) Subtract the family's total resident payment from the maximum rent. The resulting number is called the maximum subsidy.
- (c) Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- (d) Subtract the prorated subsidy from the maximum rent to find the prorated total resident payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

### **13.6 UTILITY ALLOWANCE.7 UTILITY ALLOWANCE**

The Housing Authority has established utility allowances for all units. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. Such allowances are estimates of the expenses associated with different types of utilities and their uses. Allowances are not provided for telephone service.

In setting the allowance, the Housing Authority will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

Electric and gas charges are paid by the residents directly to the utility company. The utility allowance will be subtracted from the family's formula to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the Housing Authority. The amount of the utility allowance is then still available to the family to pay the cost of their utilities, **or the Housing Authority may elect to pay this amount directly to utility suppliers; Housing Authority option (pursuant to 24 CFR 5.632)**. Any utility cost charged by the supplier above the allowance is the responsibility of the resident. Any savings resulting from utility costs below the amount of the allowance belongs to the resident.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place.

Families with high utility costs are encouraged to contact the Housing Authority

for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.

In the some of the Housing Authority's developments, residents pay the cost of certain utilities directly to the supplier of utilities. When this is the case, resident rents are reduced by an Allowance for Utilities developed by MRHA VIII in consultation with the utility supplier and reviewed by HUD (24 CFR 965 & 966.4 (b)(2)).

A. Resident-Paid Utilities

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

1. When the supplier of utilities offers a "b budget" or level payment plan, it shall be suggested to the resident to pay his/her bills according to this plan. This protects the resident from large seasonal fluctuations in utility bills and ensures adequate heat in the winter. If the family is receiving TANF or other public assistance, MRHA VIII will encourage the family to consider a vendor payment plan for rent and utilities ( not a HUD requirement; Housing Authority option).
2. Third-Party Notification: When a resident makes application for utility service in his/her name, he or she must sign a third-party notification agreement so that MRHA VIII will be notified if the resident fails to pay the utility bill ( not a HUD requirement; Housing Authority option).
3. Ability to Get Utilities Connected: If a resident or applicant is unable to get utilities connected because of a previous balance owed the utility company at a prior address, resident/applicant **will not** be permitted to move into a unit with resident paid utilities. This may mean that a current resident cannot transfer to a scattered site or that an applicant cannot be admitted to a unit with resident paid utilities.
4. Payment Requirement-Resident Paid Utilities: Paying the utility bill is the resident's obligation under the Housing Authority's lease. Failure to pay utilities is grounds for eviction.

B. Excess Utility Charges

In developments with resident-paid utilities, those residents with Total

Tenant Payments (TTP) that are less than the applicable utility allowance for their unit will be entitled to have a utility reimbursement paid by the Housing Authority to the tenant in an amount equal to the difference between the TTP and the Utility Allowance, unless the Housing Authority elects to pay the utility allowance directly to the utility suppliers.

**13.7 PAYING RENT.8 PAYING RENT**

Rent and other charges are due and payable on the first day of the month. No cash shall be accepted as a rent payment at any community office or central office.

If the rent is not paid by the tenth (10<sup>th</sup>) of the month, a Notice to Vacate will be issued to the resident. In addition, a \$10 late charge will be assessed to the resident. Late payment of rent resulting in the initiation of eviction proceedings three times in a twelve-month period will result in a termination of the lease. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge for bank charges and/or fees.

**14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE**

**14.1 GENERAL.1 GENERAL**

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities), or (2) participate in an economic self-sufficiency program or (3) perform eight hours per month of combined activities as previously described unless they are exempt from this requirement. Failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

**14.2 EXEMPTIONS.2 EXEMPTIONS**

The following adult family members of resident families are exempt from this requirement.

- A. Family members who are 62 or older.
- B. Family members who are blind or disabled as defined under 216(I)(1) or 1614 of the Social Security Act (42 U.S.C. 416(I)(1) and who certifies that because of this disability she or he is unable to comply with the community service requirements.
- C. Family members who are the primary care giver for someone who is blind

or disabled as set forth in Paragraph B above.

D. Family members engaged in work activity (at least 30 hours weekly) including:

1. Unsubsidized employment;
2. Subsidized private-sector employment;
3. Subsidized public-sector employment;
4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
5. On-the-job training;
6. Job search and job-readiness assistance;
7. Community service programs;
8. Vocational educational training (not to exceed 12 months with respect to an individual);
9. Job-skills training directly related to employment;
10. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed school or received such a certificate; and
12. The provision of childcare services to an individual who is participating in a community service program.

E. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program

F. Family members receiving assistance, benefits or services under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in

compliance with that program.

**14.3 NOTIFICATION OF THE REQUIREMENT.3 NOTIFICATION OF THE REQUIREMENT**

The Housing Authority shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Housing Authority shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after July 1, 2001. For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place.

**14.4 VOLUNTEER OPPORTUNITIES.4 VOLUNTEER OPPORTUNITIES**

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self-sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

**14.5 THE PROCESS.5 THE PROCESS**

At the first annual reexamination on or after July 1, 2001, and each annual reexamination thereafter, the Housing Authority will do the following:

- (a) Provide a list of volunteer opportunities to the family members.
- (b) Provide information about obtaining suitable volunteer positions.
- (c) Provide a volunteer time sheet to the family member. Instructions for the time sheet will require the resident to complete the form, have a supervisor date and sign for each period of work and return the form to Housing Authority.
- (d) At least thirty (30) calendar days before the family's next lease anniversary

date, the Housing Authority will determine whether each applicable adult family member is in compliance with the community service requirement.

**14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT**

The Mississippi Regional Housing Authority VIII will notify any family found to be in noncompliance of the following:

- (a) The family member(s) has been determined to be in noncompliance;
- (b) That the determination is subject to the grievance procedure; and
- (c) That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

**14.7 OPPORTUNITY FOR CURE.7 OPPORTUNITY FOR CURE**

The Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. It will state the number of hours that the family member is deficient. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns go toward the current commitment until the current year's commitment is made.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service, the Housing Authority shall take action to terminate the lease unless the noncompliant family member no longer lives in the unit.

**14.8 PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES**

In implementing the service requirement, the Housing Authority may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees, or replace a job at any location where residents perform activities to satisfy the service requirement.

**15.0 RECERTIFICATIONS.0 RECERTIFICATIONS**

At least annually, the Housing Authority will conduct a reexamination of family income

and circumstances, including a criminal background check. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

### ***15.1 GENERAL.1 GENERAL***

The Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or income method. The opportunity to select the flat rent is available only at this time. During recertification, the Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family.

### ***15.2 MISSED APPOINTMENTS***

Any family that fails to keep a recertification appointment will be sent a letter announcing commencement of eviction against the family.

### ***15.3 FLAT-RENT METHOD***

- A. Flat Rent is the amount of tenant rent based on the Housing Choice Voucher Fair market Rent for the unit and area.
- B. Families who opt for the flat rent may request to have a reexamination and return to the income-based method at any time for the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.

Once a family returns to the income-based method during their "lease year" they cannot go back to a flat rent until their next annual reexamination.

- C. The dates upon which the Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- D. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.

#### **15.4 THE INCOME-BASED METHOD**

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

Upon receipt of verification, the Housing Authority will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

- (a) 10% of the family's monthly income;
- (b) 30% of the family's adjusted monthly income; or
- (c) The minimum rent of \$50.

#### **15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS.4 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS**

The new rent will generally be effective upon the anniversary date with thirty (30) calendar\_day's notice of any rent increase to the family.

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

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

#### **15.6 INTERIM REEXAMINATIONS.5 INTERIM REEXAMINATIONS**

Families are required to report any changes in family composition or total household income within 10 days. Residents must report all changes in family composition or household income to the property manager within 10 calendar days of the occurrence. Failure to report these changes within 10 calendar days may result in a retroactive rent charge.

At the discretion of the Housing Authority, increases in family income between annual re-examinations **will not** result in a rent increase until the next annual



reexamination.

When the Housing Authority elects to process interim rent adjustments, the Housing Authority will make necessary adjustments determined to be appropriate. When the Housing Authority receives information on the family's increase in income of at least \$10 a week, the Housing Authority will adjust tenant rent. Adjustments in the Total Tenant Payment (TTP), tenant rent will be verified and the tenant will be notified of the changes.

### **15.7 ADDING A HOUSEHOLD MEMBER**

In order to add a household member other than through birth, adoption, or court-awarded custody, the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. MRHA VIII will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the income method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with Section 15.8.

A resident requesting a live in-aide will be required to provide verification of the need for a live-in aide. In addition, before approval of the live-in aide, the individual (live-in aide) must complete an application form for purposes of determining citizenship/eligible immigrant status and the live in aide will go through the screening process similar to the process for applicants. MRHA VIII will determine the eligibility of the live-in aide before approval can be granted. If the individual is found to be ineligible or does not pass the screening criteria, the resident will be advised in writing and given the opportunity for an informal review. Under no circumstances will the live-in aide be added to the lease or be considered the last remaining member of a tenant family.

Families may, at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Housing Authority will take timely action to process the interim reexamination and recalculate the resident's rent.

**15.8 SPECIAL REEXAMINATIONS.6 SPECIAL REEXAMINATIONS**

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, the Housing Authority may schedule special reexaminations every sixty (60) calendar days until the income stabilizes and an annual income can be determined.

**15.9 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS.7 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS**

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

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

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

**15.10 HOUSING AUTHORITY MISTAKES IN CALCULATING RENT**

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

**16.0 UNIT TRANSFERS16.0 UNIT TRANSFERS**

**16.1 THE TRANSFER POLICY.1**

**THE TRANSFER POLICY**

Transfers will be considered for the following reasons:

- (a) To address emergency situations.
- (b) To fully utilize available housing resources while avoiding overcrowding

by insuring that each family occupies the appropriate size unit.

- (c) To facilitate relocation when required for modernization or other management purposes.
- (d) To facilitate relocation of families with inadequate housing accommodations.
- (e) To provide an incentive for families to assist in meeting the Housing Authority's deconcentration goal, if appropriate.
- (f) To eliminate vacancy loss and other expenses due to unnecessary transfers.
- (g) To alleviate verified medical problems.
- (h) To permit reasonable accommodation.

## ***16.2 CATEGORIES OF TRANSFERS***

**Category A: Emergency transfers.** These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, or a hate crime. Other circumstances will be evaluated on a case-by-case basis.

**Category B: Immediate administrative transfers.** These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature to enable modernization, revitalization, disposition, or demolition work to proceed. When an accessible unit becomes available, it shall first be offered to families needing it who reside on the site that has the vacancy, then to other public housing residents needing the special accessibility features, and finally to appropriate persons on the waiting list.

**Category C: Regular administrative transfers.** These transfers are made to offer incentives to families willing to help meet certain MRHA VIII occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers and other transfers approved by MRHA VIII when a transfer is the only or best way of solving a serious problem.

## ***16.3 DOCUMENTATION***

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for a transfer.

#### **16.4 COST OF THE FAMILY'S MOVE**

The cost of the transfer generally will be borne by the family in the following circumstances:

- (a) When the transfer is made at the request of the family or by others on behalf of the family; (i.e. by the police) or
- (b) When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller; or
- (c) When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the Housing Authority in the following circumstances:

- (a) When the transfer is needed in order to carry out modernization, disposition, or demolition activities; or
- (b) When action or inaction by the Housing Authority has caused the unit to be unsafe or inhabitable; or
- (c) When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved.

The responsibility for moving costs in other circumstances will be determined on a case-by-case basis.

#### **16.5 TENANTS IN GOOD STANDING**

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with MRHA VIII. This means the family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection.

#### **16.6 RIGHT OF THE MISSISSIPPI REGIONAL HOUSING AUTHORITY VIII IN TRANSFER POLICY**

The provisions listed above are to be used as a guide to ensure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer..5 RIGHT OF THE GREENSBORO HOUSING AUTHORITY IN TRANSFER POLICY

## **17.0 INSPECTIONS.0 INSPECTIONS**

The Housing Authority will conduct inspections as listed below:

### **17.1 MOVE-IN INSPECTIONS .1 MOVE-IN INSPECTIONS**

The Housing Authority and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the resident file.

### **17.2 ANNUAL INSPECTIONS .2 ANNUAL INSPECTIONS**

The Housing Authority will inspect each public housing unit annually to ensure that each unit meets the Housing Authority's housing standards. **More frequent inspections may be necessary in response to reports from maintenance, tenants and/or other management representatives.** Work orders will be submitted and completed to correct any deficiencies.

### **17.3 PREVENTATIVE-MAINTENANCE INSPECTIONS (PM).3 PREVENTATIVE MAINTENANCE INSPECTIONS**

Preventive Maintenance inspections are generally conducted on a monthly basis and/or along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace/HVAC filters and provide other minor servicing that extends the life of the unit and its equipment.

### **17.4 SPECIAL INSPECTIONS.4 SPECIAL INSPECTIONS**

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Housing Authority.

### **17.5 HOUSEKEEPING INSPECTIONS.5 HOUSEKEEPING INSPECTIONS**

Generally, at the time of annual reexamination, or at other times as necessary, the Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

### **17.6 NOTICE OF INSPECTION .6 NOTICE OF INSPECTION**

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections, the Housing Authority will give the resident at least two (2) calendar days written notice.

### **17.7 EMERGENCY INSPECTIONS .7 EMERGENCY INSPECTIONS**

If any employee and/or agent of the Housing Authority has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

### **17.8 .8 MOVE-OUT INSPECTIONS**

The Housing Authority conducts the move-out inspection after the resident vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the resident is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

## **18.0 PET POLICY.0PET POLICY**

### **18.1 EXCLUSIONS**

This policy does not apply to animals that are used to assist persons with disabilities. Assistive animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

(a) Assistance animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, and thus, is not subject to the Pet Policy.

(b) 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.

(c) The fact that a person has a disability does not automatically entitle him or her to an assistance animal. Staff is expected to verify that the individual requesting the assistance animal is a person with a documented disability and that the animal is needed to assist with the disability. As with all other disability-related inquires, the agency may not ask the nature or extent of the individual's disability, however, the staff is required to ask for a doctor's certification that the request for an assistance animal satisfies 18.1(b) above.

### **18.2 PETS IN PUBLIC HOUSING**

The Housing Authority allows for pet ownership in its developments with the written pre-approval of the Housing Authority. The owner of the pet or service

animal will be liable for any injury or damage caused by their pet to any other resident, individual or property. The Housing Authority has the right to remove any pet should it determine that the pet is a nuisance to other Residents, or that it has caused damage to the apartment.

### **18.3 APPROVAL**

Residents must have the prior written approval of the Housing Authority before moving a pet into their unit. Residents must request approval on the Pet Application Form that must be fully completed before the Housing Authority will approve the request.

### **18.4 TYPES AND NUMBER OF PETS**

The Housing Authority will allow only common household pets. For example, allowed household pets would include dogs, cats, common household birds and fish. Pets not considered common household pets and which would not be allowed are ducks, chickens, reptiles, insects, goats and livestock and dangerous breeds of dogs & cats. The above list is just a few examples. The Housing Authority reserves the right to make a determination if a certain pet would be allowed or disallowed, including animals classified as dangerous.

Every apartment would only be allowed one dog or one cat. For other approved pets, the Housing Authority reserves the right to establish a reasonable limit on the number of pets on a case by case basis. For example, if a resident desired to keep two canaries, this would be reasonable, but if a resident desired to keep twenty canaries, this would be unreasonable and would not be allowed.

No dogs will be allowed which weigh in excess of fifteen (15) pounds.

### **18.5 INOCULATIONS**

Every resident must provide the Housing Authority with written certification from the Health Department or a Licensed Veterinarian that the pet or service animal has received the annual rabies inoculation. This documentation is also required annually during recertification.

### **18.6 PET DEPOSIT**

Every resident keeping a dog or cat will be required to pay a non-refundable pet fee of \$250.00 to cover the reasonable operating costs to the property relating to the presence of pets and a refundable security deposit of \$75.00 to cover additional costs attributable to a pet not otherwise covered. An initial payment of \$50 will be required at the time of approval of the dog or cat and the balance must be paid in 6 monthly installments of not less than \$50 until the balance is paid in full.

**18.7 FINANCIAL OBLIGATION OF RESIDENTS**

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet.

**18.8 NUISANCE OR THREAT TO HEALTH OR SAFETY**

All pets and service animals must be kept clean and sanitary as to prevent any odor, ticks, fleas, or any other any other animal diseases including, those which may be contracted by humans.

The resident or leaseholder is also bound by regulations in the Dwelling Lease pertaining to nuisances and disturbances to other residents caused by pets.



### **18.9 DESIGNATION OF PET AREAS**

No pets will be allowed in the office, laundry room, and covered patio area or recreations rooms. Dogs and cats are required to be appropriately and effectively restrained and under control, at all times, of a responsible individual while on the Housing Authority common areas. NO animal will be allowed to run loose on Housing Authority premises. Loose animals will be collected by proper authorities and owners will be subject to lease cancellation. The pet owner is required to remove and properly dispose of all removable pet waste.

### **18.10 MISCELLANEOUS RULES**

All pets and service animals must be given the proper care and may not be left in an apartment unattended for longer than 24 hours, however, no longer than 14 hours for dogs. If management discovers a pet/service animal that has been left for a period longer than 24 hours or 14 hours for dogs, management will take the necessary steps to insure the safety of the pet or service animal and property at the resident's expense.

Indoor pets such as birds and fish must be kept at all times, in proper enclosures, cages or aquariums.

For pets kept outdoors, the leaseholder will be required to provide proper shelter for the animal. Shelter will mean and include a lockable fence or approved enclosure at least 10' x 10' and at least 5' high; a concrete slab at least 10' x 10' and at least 2" thick. A proper dog house or approved shelter for the animal to escape from the elements and proper food and water containers. The Housing Authority must be presented plans for approval, before construction. If approved and constructed, the leaseholder is responsible for the cleanliness, proper disposal of waste and overall wellbeing of the animal. Failure to maintain enclosure, area and animal, in a decent, safe, sanitary and humane condition will result in lease cancellation. NO pet will be allowed to be chained to trees, clotheslines or outdoors without said approved enclosure.

In anticipation of an inspection or maintenance work, the leaseholder must make sure that all animals are properly restrained or caged as to prevent attacks or accidental release.

### **18.11 VISITING PETS**

No visiting pets will be allowed.

### **18.12 REMOVAL OF PETS**

The Housing Authority has the right to require the immediate removal of any pet creating a nuisance or threat to the health or safety of other Residents or any other

person in the community, or any pet that is causing damage to the apartment. This includes failure of the owner or responsible person to remove and properly dispose of all removable pet waste.

Every pet or service animal owner will be required to furnish the Housing Authority with the name, address and telephone number of a person willing to accept responsibility for boarding of the pet or service animal in emergency situations. This information must also be submitted on an annual basis during recertification.

## **19.0 REPAYMENT AGREEMENTS.0 REPAYMENT AGREEMENTS**

When a resident owes the Housing Authority back charges and is unable to pay the balance by the due date, the resident may request that the Housing Authority allow them to enter into a Repayment Agreement. The Housing Authority has the sole discretion of whether to accept such an agreement. However, the Housing Authority will allow Repayment Agreements for the payment of minimum rents.

All Repayment Agreements, if agreed to by the Housing Authority, must assure that the full payment is made within a period to be determined by the Housing Authority. All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the Resident to eviction procedures. Repayment Agreements will also be allowed for those residents whose rental amount was the minimum rent and who had their rent abated for a temporary period.

## **20.0 TERMINATION.0 TERMINATION**

### **20.1 TERMINATION BY RESIDENT.1 TERMINATION BY RESIDENT**

The resident may terminate the lease at any time upon submitting a 30-day written notice in compliance with dwelling lease requirements. If the resident vacates prior to the end of the thirty (30) calendar days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

### **20.2 TERMINATION BY THE HOUSING AUTHORITY 20.2 TERMINATION BY THE GREENSBORO HOUSING AUTHORITY**

The Housing Authority after July 1, 2002 will not renew the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

The Housing Authority will terminate the lease for serious or repeated violations

of material lease terms. Such violations include, but are not limited, to the following:

- (a) Nonpayment of rent or other charges;
- (b) A history of late rental payments;
- (c) Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- (d) Failure to allow inspection of the unit;
- (e) Failure to maintain the unit in a safe and sanitary manner;
- (f) Assignment or subletting of the premises;
- (g) Use of the premises for purposes other than as a dwelling unit (other than for Housing Authority approved resident businesses);
- (h) Destruction of property;
- (i) Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- (j) Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes any tenant, member of a tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control. This includes, but is not limited to, the manufacture of methamphetamine on the premises of the Housing Authority or on the premises of any other federally assisted housing;
- (k) Non-compliance with Non-Citizen Rule requirements;
- (l) Permitting persons not on the lease to reside in the unit more than fourteen (14) calendar days each year without the prior written approval of the Housing Authority;
- (m) Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Authority by the resident, household members, or guests of the resident or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy;

- (n) Alcohol abuse that the Housing Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- (o) Failure to perform required community service or be exempted there from;
- (p) The Housing Authority will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program;
- (q) Determination that a household member is illegally using a drug or when MRHA VIII determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- (r) Criminal activity as shown by a criminal record. In such cases MRHA VIII will notify the household of the proposed action to be based on the information and will provide the subject of the record and the tenant with a copy of the criminal record before the Housing Authority grievance hearing or court trial concerning the termination of tenancy or eviction. The tenant will be given the opportunity to dispute the accuracy and relevance of that record in the grievance hearing or court trial.
- (s) Removing any batteries from a smoke detector or failing to notify management if the Smoke detector is inoperable for any reason; and
- (t) Other good cause.

In deciding to terminate a tenancy for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, the Housing Authority may consider whether such household member:

- (a) Is participating in a supervised drug or alcohol rehabilitation program;
- (b) Has successfully completed a supervised drug or alcohol rehabilitation program; or
- (c) Has otherwise been successfully rehabilitated.

For this purpose, the Housing Authority may require the leaseholder to submit evidence of one of the above 3 statements.

**20.3 PROTECTION FOR VICTIMS OF DOMESTIC VIOLENCE**

An incident or incidents of actual or threatened domestic violence, dating violence or stalking will not be construed as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of such a victim.

Criminal activity directly relating to abuse, engaged in by a member of a resident’s household or any guest or other person under the resident’s control shall not be cause for termination of assistance, tenancy or occupancy rights if the resident or an immediate member of the resident’s family is the victim or threatened victim of domestic violence, dating violence or stalking.

**20.4 ABANDONMENT.3 ABANDONMENT**

The Housing Authority will consider a unit to be abandoned when a resident has both fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, a Housing Authority representative may enter the unit and inventory the personal property. MRHA VIII will maintain the personal property in the unit for a period of 10 days; if the property is not claimed, it will be disposed of in accordance with state law.

**20.5 RETURN OF SECURITY DEPOSIT.4 RETURN OF SECURITY DEPOSIT**

After a family moves out, the Housing Authority will return the security deposit within thirty (30) calendar days and give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

If State law requires the payment of interest on security deposits, it shall be complied with.

The Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within 30 calendar days.

## **21.0 CONDUCTING BUSINESS IN ACCORDANCE WITH CORE VALUES AND ETHICAL STANDARDS**

### ***21.1 PURPOSE***

This Code of Conduct establishes standards for employee and Commissioner conduct that will assure the highest level of public service. Recognizing that compliance with any ethical standards rests primarily on personal integrity and specifically in this situation with the integrity of the employees and Commissioners of MRHA VIII, this section sets forth those acts or omissions of acts that could be deemed injurious to the general mission of the Authority.

This Code of Conduct is not intended, nor should it be construed, as an attempt to unreasonably intrude upon the individual employee or Commissioner's right to privacy and the right to participate freely in a democratic society and economy.

### ***21.2 CONFLICT OF INTEREST***

In accordance with 24 CFR 982.161, neither MRHA VIII nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with the tenant-based programs in which any of the following classes of persons has any interest, direct or indirect, during his or her tenure with MRHA VIII or for one year thereafter:

- (a) Any present or former member or officer of MRHA VIII (except a participant commissioner);
- (b) Any employees of MRHA VIII or any contractor, subcontractor or agent of MRHA VIII who formulates policy or who influences decisions with respect to the programs;
- (c) Any public official, member of a governing body, or State or local legislator who exercises functions or responsibilities with respect to MRHA VIII programs; or
- (d) Any member of the Congress of the United States.

Any member of the classes described in A-D must disclose their interest or prospective interest to MRHA VIII and HUD.

The Conflict of Interest prohibition under this section (24.2) may be waived by the HUD Field Office upon the request of MRHA VIII for good cause.

### ***21.3 PROHIBITION OF SOLICITATION OR ACCEPTANCE OF GIFTS***

No Commissioner or Authority employee shall solicit any gift or consideration of

any kind, nor shall any Authority employee accept or receive a gift having value in excess of \$25.00 regardless of the form of the gift, from any person who has an interest in any matter proposed or pending before the Authority.

#### **21.4 HOUSING AUTHORITY ADMINISTRATIVE AND DISCIPLINARY REMEDIES FOR VIOLATION OF HOUSING AUTHORITY CODE OF CONDUCT**

Violations of this Code of Conduct Policy will result in disciplinary action as outlined in MRHA VIII's Personnel Policy.

### **22.0 SUPPORT FOR OUR ARMED FORCES**

A major and important component of our armed forces is the part-time military personnel that serve in various Reserve and National Guard units. The Housing Authority is very supportive of these men and women. An unfortunate fact of service in both the Reserves and National Guard is that from time to time their personnel are activated to full-time status and asked to serve our country in a variety of ways and circumstances. Whenever the Federal Government activates Reserve and/or National Guard personnel, the Housing Authority wants to support these brave warriors in the following manners:

- (a) If a family finds it necessary for another adult to temporarily move into a unit solely to serve as a temporary guardian for children residing in the unit, the income received by the temporary guardian will not be counted in determining family income.
- (b) Although typically a criminal background check is required before anyone can move into a public housing unit, this requirement will be waived for a temporary guardian. Instead, the background check will occur after the person moves in. If the results of the check dictate that the person is ineligible for public housing, the family shall be given a reasonable time to find a replacement temporary guardian.
- (c) Recognizing that activation in the Reserves or National Guard can be very disruptive to a family's income, the Housing Authority will expeditiously re-evaluate a resident's rent if requested to do so and will exercise reasonable restraint if the activated resident has trouble paying their rent.
- (d) Typically a unit cannot be held by a family that is not residing in it as their primary residence. If all members of a military family are temporarily absent from the unit because a member of the family has been called to active duty, the family can retain control of the unit by paying the required rent and returning to the unit within 30 calendar days of the conclusion of the active duty service.

## **23.0 ANTI-FRAUD POLICY**

The Housing Authority is fully committed to combating fraud in its public housing program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading the Housing Authority. It results in the inappropriate expenditure of public housing funds and/or a violation of public housing requirements.

Although there are numerous different types of fraud that may be committed, the two most common are the failure to fully report all sources of income and the failure to accurately report who is residing in the residence. The Housing Authority shall aggressively attempt to prevent all cases of fraud.

When a fraudulent action is discovered, the Housing Authority shall take action. It shall do one or more of the following things depending on circumstances and what it determines appropriate:

- (a) Require the resident to immediately repay the amount in question;
- (b) Require the resident to enter into a satisfactory repayment agreement as set forth in a previous section of this Policy;
- (c) Terminate the resident's tenancy;
- (d) Refer the case for criminal prosecution; or
- (e) Take such other action as the Housing Authority deems appropriate.

## **24.0 VIOLENCE AGAINST WOMEN ACT**

The Violence Against Women Act (VAWA) protects tenants and family members of tenants who are victims of domestic violence, dating violence or stalking from eviction or termination from housing assistance based on act of violence against them. These provisions apply only to public housing authorities and to landlords using the tenant-based Housing Choice Voucher Program or residing in project-based Housing Choice Voucher housing.

The law provides in part that criminal activity directly relating to domestic violence, dating violence or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, will not be cause for termination of assistance, tenancy, occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse. Also, the law provides that incidents or threats of domestic, dating violence or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of a victim of such violence.



VAWA allows MRHA VIII to request an individual to certify via a HUD approved certification form that an individual is a victim of domestic violence, dating violence or stalking and that the incident or incidences of abuse are bona fide.

At the time MRHA VIII provides a tenant with a notice of termination of tenancy and eviction, MRHA VIII may request that an individual certify to domestic violence protection using such a form. Also, MRHA VIII may include such a certification form as part of a tenant packet or have such forms available at an administrative/management office. A separate certification form is required for each domestic violence incident. Without such a certification, MRHA VIII **may** terminate assistance.

An individual must provide such a certification within 10 business days after MRHA VIII request such a certification. MRHA VIII may extend the 10-day deadline. If an individual does not provide certification within 10 business days after MRHA VIII has requested such a certification, then MRHA VIII may terminate assistance for any tenant or lawful occupant that commits violations of the lease.

An individual may satisfy the certification requirement by:

- (a) Providing MRHA VIII with documentation signed by an employee, agency or volunteer of a victim service provider, an attorney or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking or the effects of the abuse, in which the professional attests under penalty of perjury to the professional's belief that the incident or incidents in question are bona fide incidents of abuse. A victim of domestic violence, dating violence or stalking must sign or attest to the documentation; or
- (b) Producing a Federal, State or local police or court record.

MRHA VIII is not required to demand that an individual produce official documentation or physical proof of an individual's status as a victim of domestic violence, dating violence or stalking in order to receive protection from termination or eviction.

All information provided to MRHA VIII is confidential. Notice of these rights must be given to tenants.

## **25.0 TRUANCY PREVENTION POLICY**

### **25.1 GENERAL**

The Mississippi Regional Housing Authority VIII is committed to do whatever it can to reduce truancy among youth living in households receiving rental assistance. This policy will serve as a guide all Property Managers, Resident Service representatives and other volunteers assisting with this project.

## **25.2 REQUIREMENT**

Residents will ensure that all school age children in the household are enrolled and attend school in compliance with state law and if a household fails to comply, the dwelling lease will be terminated or subject to non-renewal.

The head of household is required to annually sign a **Release of Information** form authorizing MRHA VIII to obtain school attendance records to ensure compliance with this policy.

A copy of the Truancy Prevention procedures will be posted in the management offices and a copy is also available upon request.

## **25.3 NOTIFICATION TO PARENTS**

Thirty (30) days prior to the start of the school year or the start of the truancy prevention program, the Property Manager shall send a letter to all families with school age children informing them of the Truancy Policy and the procedures that will be followed.

Flyers will also be distributed and/or posted in the community during the implementation of the program so that everyone is informed.

## **25.4 TRUANCY CONFERENCES**

- (a) Truancy conferences will be scheduled when a child has more than six (6) unexcused absences. The conference will be held at the Property Management office where the resident pays rent. The conference will include the Property Manager, Resident Service representative (s) and the resident.
- (b) If a resident does not attend the scheduled truancy conference, the Property Manager will schedule a second conference within ten (10) days.
- (c) If the resident does not attend the second conference, the Property Manager will issue the resident a 30-day notice of lease termination (the resident will have a final opportunity to meet for the truancy conference).
- (d) The local school will be notified of those residents scheduled for a truancy conference.
- (e) At the conclusion of the conference, the resident will be required to sign a Conference Agreement which outlines the actions the resident agrees to do to improve school attendance of their school age children what action the Property Manager will take if the resident fails to undertake the actions

listed in the agreement.

### **25.5 TERMINATION OF RENTAL ASSISTANCE**

If a resident fails to attend scheduled truancy conferences or the resident's child has cumulative unexcused absences that fail to comply with state school attendance requirements, lease termination proceedings will be initiated.

Eviction proceedings initiated related to noncompliance with this policy will be processed in accordance with dwelling lease provisions.

## **26.0 EMERGENCY DISASTER PLAN POLICY**

The MRHA VIII service area, as all areas, is subject to terrorist or natural disasters. The disaster most likely to affect MRHA VIII is a Hurricane. Because significant warning that a disaster of this type will strike can be given, this policy focuses primarily on how the Authority shall react to such a disaster. While the preparations we can make for a disaster are limited, the Authority will take all reasonable steps to enable it to act promptly and effectively in an emergency.

### **26.1 PREPARATION**

The following steps will be taken to prepare for a natural disaster:

- A. The Executive Director shall serve as the coordinator of the Mississippi Regional Housing Authority VIII's disaster response efforts. As such, the Executive Director shall serve as the liaison to any community-wide disaster planning efforts.
- B. A list of potential community shelters shall be compiled and retained by the Authority for use in the case of a disaster, if available.
- C. By adopting this Policy, the Board of Commissioners hereby approves a temporary Petty Cash limit of \$2500.00 for the duration of any emergency caused by a disaster.
- D. By adopting this Policy, the Board of Commissioners recognizes that extraordinary efforts will be needed if a disaster strikes the Authority. Therefore, employees will be encouraged to potentially operate outside their job descriptions in any way required to assist in the recovery effort.
- E. These emergency plans shall be reviewed annually by the Executive Director for completeness and timeliness. Each plan shall include the following:

1. A method of verifying the well-being of the residents after the disaster;
  2. A method of checking the physical condition of the property for visible damage;
  4. A plan for informing the residents what they should do in the aftermath of the disaster;
  5. A cyber security protection plan;
  6. A method of alternative communications in case it is needed; and
  7. A determination that appropriate and adequate insurance has been obtained.
- F. The agency plan will include coordination with local emergency management agencies as well as local response agencies such as the police and fire departments.

## **26.2 REACTION**

The following steps will be taken in order to react to a natural disaster:

- (a) If a disaster occurs during working hours, all employees except those at a damaged site shall immediately report to the designated Housing Authority Command Center for assignment. If the Central Office is damaged beyond usage, they shall report to the other alternate Command Centers nearest to assist in the recovery effort.
- (b) Outside of normal working hours, employees shall immediately report to the Command Center for assignment. Employees are expected to ensure the safety of their own families prior to reporting to work.
- (c) If electrical power is lost to the Command Center, a generator shall be immediately started to enable usage of the facilities.
- (d) Individual employees will be directed from Command Center to the developments to assess for habitability with particular attention being paid to structural integrity.
- (e) Structures will be searched for trapped survivors. Survivors shall be freed if possible without endangering the lives of others. Employees will not immediately enter structurally damaged buildings, but will summon local emergency crews to enter and rescue any trapped residents.

- (f) Gas, electricity and water shall be disconnected from any building with severe structural damage.
- (g) Lists of non-habitable buildings or units and trapped survivors shall be reported to Command Center as soon as practicable.
- (h) Work assignments will be made based upon reports received regarding damage sustained.
- (i) The Executive Director or designee will brief the Mayor of as soon as practical after the disaster.
- (j) As soon as practical, the Executive Director as Secretary of the Board, with the consent of the Chairperson, will call a Special Emergency Board Meeting on the situation and apprise the Board of emergency decisions made arising from the disaster and recovery activities.

**Mississippi Regional Housing Authority No. VIII**  
**Resident Advisory Board Listing**  
**(As of July 18, 2007)**

The following list is a compilation of the Mississippi Regional Housing Authority No. VIII's Resident Advisory Board (RAB) as of the date shown above. The RAB membership is composed of the Resident Council presidents and vice-presidents. Sites without Resident Councils have an appointed representative and are identified below by asterisk (\*).

**Ted B. Hinson Homes**

Gloria Bowen  
6024 Gregory Street  
Moss Point MS 39563

Linda Haynes  
6102 Gregory St.  
Moss Point, MS 39563

**Hillsdale Homes**

Verlinda Hatten  
1535 Hillsdale Dr., Collins MS 39428

**Belleville Apartments**

Tamika Moore  
39581 2020 Ladnier Rd., Apt. 2-B,  
Gautier MS 39553

**Haywood Brooks Homes**

Laura Plummer  
4102 Victor St., Pascagoula MS 39567

Mr. R.H. Hoye  
3904 Victor St., Pascagoula MS 39567

**Pecan Circle Homes**

Linda Havard  
801 Pecan Circle  
Lucedale MS 39452

Heather Formisano  
Pecan Circle  
Lucedale MS 39452

**Bayou Cassotte Homes**

\*Cathy L. Byrne  
2512 26<sup>th</sup> Street  
Pascagoula, MS 39567

**H.C. Patterson Homes**

Gary Sanders  
107 Rawls Avenue  
Poplarville, MS 39470

**Frank Lee Homes**

Silvia Griffith  
938-N Myrick Ave.  
Lumberton, MS 39455

Mary Robinson  
Myrick Ave.  
Lumberton, MS 39455



**Comments Received at the Public Hearings that are scheduled for October 29<sup>th</sup> & 30<sup>th</sup> 2008 will be reviewed with the RAB and Board of Commissioners to determine if any changes are necessary regarding the Annual Plan / Five-Year.**



**RESOLUTION NO. 2008-25**

**A RESOLUTION APPROVING AND AUTHORIZING THE SUBMISSION  
OF THE MISSISSIPPI REGIONAL HOUSING AUTHORITY NO. VIII  
5-YEAR AND ANNUAL PLAN**

**WHEREAS**, the plan is consistent with the applicable comprehensive housing affordability strategy for the jurisdiction in which the PHA is located.

**WHEREAS**, the plan as certified is consistent with the applicable consolidated plans of appropriate state and/or local consolidated plans.

**WHEREAS**, the PHA has established a Resident Advisory Board and consulted with this Board in developing the plan. The PHA has included in the plan submission any comments made by the Board and a description in which the plan addresses these comments.

**WHEREAS**, the PHA made proposed plan and all information available for public inspection at least 45 days before the hearing, published notices that hearings would be held on October 30, 2008, in Moss Point, Ms. and Hattiesburg, Ms. and October 31, 2008, in Gulfport, Ms. to discuss the plan and invite public comment.

**NOW, THEREFORE, BE IT RESOLVED** this 9<sup>th</sup> day of October, 2008, that the Board of Commissioners of the Mississippi Regional Housing Authority No. VIII do hereby certify and adopt Resolution No. 2008-25, approving the plan for submission.

**ATTEST:**

  
Chairman

  
Secretary