

# PHA Plans

## Streamlined Annual Version

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

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

---

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937 that introduced 5-year and annual PHA Plans. The full PHA plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form allows eligible PHAs to make a streamlined annual Plan submission to HUD consistent with HUD's efforts to provide regulatory relief for certain types of PHAs. Public reporting burden for this information collection is estimated to average 11.7 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Privacy Act Notice.** The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Information in PHA plans is publicly available.

---

# Streamlined Annual PHA Plan for Fiscal Year: 2009

## PHA Name: City of Grapevine Housing Authority

**NOTE: This PHA Plan template (HUD-50075-SA) is to be completed in accordance with instructions contained in previous Notices PIH 99-33 (HA), 99-51 (HA), 2000-22 (HA), 2000-36 (HA), 2000-43**

**(HA), 2001-4 (HA), 2001-26 (HA), 2003-7 (HA), and any related notices HUD may subsequently issue.**

## Streamlined Annual PHA Plan Agency Identification

**PHA Name:** City of Grapevine Housing Authority

**PHA Number:** TX291

**PHA Fiscal Year Beginning:** (mm/yyyy) 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)

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

**PHA Plan Contact Information:**

Name: Debra Wells      Phone: 817-488-8132  
 TDD:      Email (if available): dwells@grapevinetexas.gov

**Public Access to Information**

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

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

**Display Locations For PHA Plans and Supporting Documents**

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

If yes, select all that apply:

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

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

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

## Streamlined Annual PHA Plan

**Fiscal Year 2009**

[24 CFR Part 903.12(c)]

### Table of Contents

[24 CFR 903.7(r)]

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

#### A. PHA PLAN COMPONENTS

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

#### B. SEPARATE HARD COPY SUBMISSIONS TO LOCAL HUD FIELD OFFICE

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

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

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

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

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

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

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

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

**A. Site-Based Waiting Lists-Previous Year**

- a. Has the PHA operated one or more site-based waiting lists in the previous year? If yes, complete the following table; if not skip to B. **No**

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

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

**4. Site-Based Waiting Lists – Coming Year**

If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to next component.

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

2.  Yes  No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?  
If yes, how many lists?
3.  Yes  No: May families be on more than one list simultaneously?  
If yes, how many lists?
4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?
- PHA main administrative office
  - All PHA development management offices
  - Management offices at developments with site-based waiting lists
  - At the development to which they would like to apply
  - Other (list below)

## **2. Capital Improvement Needs**

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

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

### **A. Capital Fund Program**

1.  Yes  No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete items 7 and 8 of this template (Capital Fund Program tables). If no, skip to B.
2.  Yes  No: Does the PHA propose to use any portion of its CFP funds to repay debt incurred to finance capital improvements? If so, the PHA must identify in its annual and 5-year capital plans the development(s) where such improvements will be made and show both how the proceeds of the financing will be used and the amount of the annual payments required to service the debt. (Note that separate HUD approval is required for such financing activities.).

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

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

1.  Yes  No: Has the PHA received a HOPE VI revitalization grant? (if no, skip to #3; if yes, provide responses to the items on the chart located on the next page, copying and completing as many times as necessary).

a. Status of HOPE VI revitalization grant(s):

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

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

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

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

**3. Section 8 Tenant Based Assistance--Section 8(y) Homeownership Program**  
(if applicable) [24 CFR Part 903.12(c), 903.7(k)(1)(i)]

1.  Yes  No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If "No", skip to the next component; if "yes", complete each program description below (copy and complete questions for each program identified.)

2. Program Description:

a. Size of Program

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

If the answer to the question above was yes, what is the maximum number of participants this fiscal year?

b. PHA-established eligibility criteria

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

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

3. Capacity of the PHA to Administer a Section 8 Homeownership Program:

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

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

#### **4. Use of the Project-Based Voucher Program**

##### **Intent to Use Project-Based Assistance**

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

1.  Yes  No: Are there circumstances indicating that the project basing of the units, rather than tenant-basing of the same amount of assistance is an appropriate option? If yes, check which circumstances apply:
  - low utilization rate for vouchers due to lack of suitable rental units
  - access to neighborhoods outside of high poverty areas
  - other (describe below):



2. Indicate the number of units and general location of units (e.g. eligible census tracts or smaller areas within eligible census tracts):

## **5. PHA Statement of Consistency with the Consolidated Plan**

[24 CFR Part 903.15]

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary) only if the PHA has provided a certification listing program or policy changes from its last Annual Plan submission.

1. Consolidated Plan jurisdiction: State of Texas
2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)
  - The PHA has based its statement of needs of families on its waiting lists on the needs expressed in the Consolidated Plan/s.
  - The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
  - The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
  - Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)
  - Other: (list below)
3. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

To provide low income families in our jurisdiction with affordable housing.

To assist as many low income families in our jurisdiction as possible with the limited housing stock in our City.

To provide families in our jurisdiction with information to assist them in finding other housing solutions.

Assist disaster victims when needed.

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

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

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
Yes	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans;</i>	5 Year and Annual Plans
Yes	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Streamlined Annual Plan</i>	Streamlined Annual Plans
Yes	<i>Certification by State or Local Official of PHA Plan Consistency with Consolidated Plan.</i>	5 Year and standard Annual Plans
Yes	Fair Housing Documentation Supporting Fair Housing Certifications: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans
Yes	Housing Needs Statement of the Consolidated Plan for the jurisdiction(s) in which the PHA is located and any additional backup data to support statement of housing needs for families on the PHA’s public housing and Section 8 tenant-based waiting lists.	Annual Plan: Housing Needs
Yes	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
Yes	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP] and the Site-Based Waiting List Procedure.	Annual Plan: Eligibility, Selection, and Admissions Policies
Yes	Deconcentration Income Analysis	Annual Plan: Eligibility, Selection, and Admissions Policies

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
Yes	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. <input checked="" type="checkbox"/> Check here if included in the public housing A&O Policy.	Annual Plan: Eligibility, Selection, and Admissions Policies
Yes	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
Yes	Public housing rent determination policies, including the method for setting public housing flat rents. <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
Yes	Schedule of flat rents offered at each public housing development. <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
Yes	Section 8 rent determination (payment standard) policies (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment standard policies. <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Rent Determination
Yes	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
Yes	Results of latest Public Housing Assessment System (PHAS) Assessment (or other applicable assessment).	Annual Plan: Management and Operations
N/A	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-Sufficiency
	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
Yes	Any policies governing any Section 8 special housing types <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
Yes	Public housing grievance procedures <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
Yes	Section 8 informal review and hearing procedures. <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
Yes	The Capital Fund/Comprehensive Grant Program Annual Statement /Performance and Evaluation Report for any active grant year.	Annual Plan: Capital Needs
N/A	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants.	Annual Plan: Capital Needs
N/A	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans, or any other approved proposal for development of public housing.	Annual Plan: Capital Needs
Yes	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. See PIH Notice 99-52 (HA).	Annual Plan: Capital Needs
N/A	Approved or submitted applications for demolition and/or disposition of public housing.	Annual Plan: Demolition and Disposition
N/A	Approved or submitted applications for designation of public housing (Designated Housing Plans).	Annual Plan: Designation of Public Housing
Yes	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937.	Annual Plan: Conversion of Public Housing
Yes	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	Annual Plan: Voluntary Conversion of Public Housing

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
N/A	Approved or submitted public housing homeownership programs/plans.	Annual Plan: Homeownership
N/A	Policies governing any Section 8 Homeownership program (Section _____ of the Section 8 Administrative Plan)	Annual Plan: Homeownership
Yes	Public Housing Community Service Policy/Programs <input checked="" type="checkbox"/> Check here if included in Public Housing A & O Policy	Annual Plan: Community Service & Self-Sufficiency
N/A	Cooperative agreement between the PHA and the TANF agency and between the PHA and local employment and training service agencies.	Annual Plan: Community Service & Self-Sufficiency
N/A	FSS Action Plan(s) for public housing and/or Section 8.	Annual Plan: Community Service & Self-Sufficiency
Yes	Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing.	Annual Plan: Community Service & Self-Sufficiency
N/A	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports for public housing.	Annual Plan: Community Service & Self-Sufficiency
Yes	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Pet Policy
Yes	The results of the most recent fiscal year audit of the PHA conducted under the Single Audit Act as implemented by OMB Circular A-133, the results of that audit and the PHA's response to any findings.	Annual Plan: Annual Audit
None	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)
N/A	Consortium agreement(s) and for Consortium Joint PHA Plans <u>Only</u> : Certification that consortium agreement is in compliance with 24 CFR Part 943 pursuant to an opinion of counsel on file and available for inspection.	Joint Annual PHA Plan for Consortia: Agency Identification and Annual Management and Operations

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

<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: City of Grapevine Housing Authority			Grant Type and Number Capital Fund Program Grant No: TX21P29150109 Replacement Housing Factor Grant No:		Federal FY of Grant: <b>2009</b>
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:    ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	10,000			
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	10,000			
8	1440 Site Acquisition				
9	1450 Site Improvement	10,000			
10	1460 Dwelling Structures	84,427			
11	1465.1 Dwelling Equipment—Nonexpendable	4,000			
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)	118,427			
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation				

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

<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: City of Grapevine Housing Authority			Grant Type and Number Capital Fund Program Grant No: TX21P29150109 Replacement Housing Factor Grant No:		Federal FY of Grant: 2009
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:    ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
<b>Line No.</b>	<b>Summary by Development Account</b>	<b>Total Estimated Cost</b>		<b>Total Actual Cost</b>	
		<b>Original</b>	<b>Revised</b>	<b>Obligated</b>	<b>Expended</b>
	Measures				

<b>Annual Statement/Performance and Evaluation Report</b>								
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)</b>								
<b>Part II: Supporting Pages</b>								
PHA Name: City of Grapevine Housing Authority			Grant Type and Number Capital Fund Program Grant No: TX21P29150109 Replacement Housing Factor Grant No:			Federal FY of Grant: 2009		
<b>Development Number Name/HA-Wide Activities</b>	<b>General Description of Major Work Categories</b>	<b>Dev. Acct No.</b>	<b>Quantity</b>	<b>Total Estimated Cost</b>		<b>Total Actual Cost</b>		<b>Status of Work</b>
				<b>Original</b>	<b>Revised</b>	<b>Funds Obligated</b>	<b>Funds Expended</b>	
TX291-ALL	OPERATIONS	1406		10,000				
TX291-ALL	ARCHITECT FEES	1430		10,000				
TX291-001	LANDSCAPING	1450		8,000				
TX291-002	LANDSCAPING	1450		2,000				
TX291-001	WINDOWS	1460		22,000				

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

<b>Annual Statement/Performance and Evaluation Report                      Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)                      Part II: Supporting Pages</b>								
PHA Name: City of Grapevine Housing Authority			<b>Grant Type and Number</b> Capital Fund Program Grant No: TX21P29150109 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	
TX291-002	WINDOWS	1460		33,500				
TX291-001	CABINETS/PLUMBING/ ELECTRIC/MISC. MAINT.	1460		20,927				
TX291-002	CABINETS/PLUMBING/ ELECTRIC/MISC. MAINT.	1460		8,000				
TX291-001	APPLIANCES	1465		2,000				
TX291-002	APPLIANCES	1465		2,000				

<b>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: City of Grapevine Housing Authority		<b>Grant Type and Number</b> Capital Fund Program No: TX21P29150109 Replacement Housing Factor No:		Federal FY of Grant: 2009	

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

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	
TX291-ALL	06/2011		06/2013				
TX291-001	06/2011		06/2013				
TX291-002	06/2011		06/2013				

<b>Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>		
PHA Name: City of Grapevine Housing Authority	Grant Type and Number Capital Fund Program Grant No: TX21P29150108 Replacement Housing Factor Grant No:	Federal FY of Grant: 2008



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

<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:      )					
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2008 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	10,000			
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	10,000			
8	1440 Site Acquisition				
9	1450 Site Improvement	10,000			
10	1460 Dwelling Structures	83,427			
11	1465.1 Dwelling Equipment—Nonexpendable	5,000			
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)	118,427			
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

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

PHA Name: City of Grapevine Housing Authority		Grant Type and Number Capital Fund Program Grant No: TX21P29150108 Replacement Housing Factor Grant No:			Federal FY of Grant: 2008			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
TX291-ALL	Operations	1406		10,000				
TX291-001	Architect Fees	1430		10,000				
TX291-001	Landscape	1450		10,000				
TX291-001	Windows	1460		57,500				
TX291-001	Cabinets, Plumbing, Misc. Updates	1460		20,000				
TX291-002	Cabinets, Plumbing, Misc. Updates	1460		5,927				
TX291-001	Appliances	1465		2,500				
TX291-002	Appliances	1465		2,500				

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

<b>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: City of Grapevine Housing Authority			<b>Grant Type and Number</b> Capital Fund Program No: TX21P29150108 Replacement Housing Factor No:				<b>Federal FY of Grant: 2008</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	
TX291-ALL	06/2010		06/2012				
TX291-001	06/2010		06/2012				
TX291-002	06/2010		06/2012				

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

<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: City of Grapevine Housing Authority			Grant Type and Number Capital Fund Program Grant No: TX21P29150107 Replacement Housing Factor Grant No:		Federal FY of Grant: <b>2007</b>
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:    ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2008 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	10,000	10,000	10,000	10,000
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	10,000			
8	1440 Site Acquisition				
9	1450 Site Improvement	50,000	32,627.69	32,627.69	32,627.69
10	1460 Dwelling Structures	37,203	64,575.31	25,101.80	25,101.80
11	1465.1 Dwelling Equipment—Nonexpendable	5,000	5,000.00	4,567.00	4,567.00
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	112,203	112,203	72,296.49	72,296.49
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation				

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

<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: City of Grapevine Housing Authority			Grant Type and Number Capital Fund Program Grant No: TX21P29150107 Replacement Housing Factor Grant No:		Federal FY of Grant: 2007
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2008 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
	Measures				

<b>Annual Statement/Performance and Evaluation Report</b>								
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)</b>								
<b>Part II: Supporting Pages</b>								
PHA Name: City of Grapevine Housing Authority			Grant Type and Number Capital Fund Program Grant No: TX21P29150107 Replacement Housing Factor Grant No:			Federal FY of Grant: 2007		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
TX291-ALL	Operation	1406		10,000	10,000	10,000	10,000	Complete
TX291-001	Architect Fees	1430		5,000	0			
TX291-002	Architect Fees	1430		5,000	0			
TX291-002	Irrigation System	1450		32,627.69	30,281.33	30,281.33	30,281.33	Complete
TX291-001	Windows	1460		27,127.15	39,473.51	0	0	In-process

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

<b>Annual Statement/Performance and Evaluation Report                      Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)                      Part II: Supporting Pages</b>								
PHA Name: City of Grapevine Housing Authority			<b>Grant Type and Number</b> Capital Fund Program Grant No: TX21P29150107 Replacement Housing Factor Grant No:			Federal FY of Grant: 2007		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
TX291-001	Cabinets/Flooring/ Misc. Plumbing	1460		21,601.80	21,601.80	21,601.80	21,601.80	Complete
TX291-002	Cabinets/Flooring/ Misc. Plumbing	1460		5,846.36	5,846.36	5,846.36	5,846.36	Complete
TX291-001	Appliances	1465		2,500	2,500	2,284	2,284	In-process
TX291-002	Appliances	1465		2,500	2,500	2,283	2,283	In-process

<b>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: City of Grapevine Housing Authority		<b>Grant Type and Number</b> Capital Fund Program No: TX21P29150107 Replacement Housing Factor No:		Federal FY of Grant: 2007	

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

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	
TX291-ALL	06/2009		09/2010				
TX291-001	06/2009		09/2010				
TX291-002	06/2009		09/2010				

## 8. Capital Fund Program Five-Year Action Plan

<b>Capital Fund Program Five-Year Action Plan</b>					
<b>Part I: Summary</b>					
PHA Name: City of Grapevine Housing Authority				<input checked="" type="checkbox"/> <b>Original 5-Year Plan</b> <input type="checkbox"/> <b>Revision No:</b>	
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2	Work Statement for Year 3	Work Statement for Year 4	Work Statement for Year 5
		FFY Grant: 2010 PHA FY: 12/31/2010	FFY Grant: 2011 PHA FY: 12/31/2011	FFY Grant: 2012 PHA FY: 12/31/2012	FFY Grant: 2013 PHA FY: 12/31/2013
	Annual Statement				
TX291-ALL		20,000	10,000	10,000	10,000
TX291-001		44,518	61,226	72,177	74,000
TX291-002		53,909	47,201	36,250	34,427
CFP Funds Listed for 5-year planning					
		118,427	118,427	118,427	118,427
Replacement Housing Factor Funds					



## 8. Capital Fund Program Five-Year Action Plan

<b>Capital Fund Program Five-Year Action Plan</b>						
<b>Part II: Supporting Pages—Work Activities</b>						
Activities for Year 1	Activities for Year : <u>2010</u> FFY Grant: 2010 PHA FY: 12/31/2010			Activities for Year: <u>2011</u> FFY Grant: 2011 PHA FY: 12/31/2011		
	<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>
<b>See</b>	TX291-ALL	OPERATIONS/FEES	20,000	TX291-ALL	OPERATIONS	10,000
<b>Annual</b>						
<b>Statement</b>	TX291-001	WINDOWS	18,091	TX291-002	WINDOWS	34,701
	TX291-002	WINDOWS	43,909			
	TX291-001	CABINETS & FLOORING	16,427	TX291-001	CABINETS & FLOORING	28,726
	TX291-001	APPLIANCES	2,500	TX291-001	APPLIANCES	2,500
	TX291-002	APPLIANCES	2,500	TX291-002	APPLIANCES	2,500
	TX291-001	LANDSCAPING	5,000	TX291-001	LANDSCAPING	5,000
	TX291-002	LANDSCAPING	5,000	TX291-002	LANDSCAPING	5,000
	TX291-002	PLUMBING/ELECT/ MISC. MAINT.	5,000	TX291-001	PLUMBING/ELECT/ MISC. MAINT.	5,000
				TX291-002	PLUMBING/ELECT/ MISC. MAINT.	5,000
				TX291-001	PARKING	20,000

## 8. Capital Fund Program Five-Year Action Plan

Total CFP Estimated Cost	\$118,427			\$118,427
--------------------------	-----------	--	--	-----------

<b>Capital Fund Program Five-Year Action Plan</b>					
<b>Part II: Supporting Pages—Work Activities</b>					
Activities for Year : <u>2012</u> FFY Grant: 2012 PHA FY: 12/31/2012			Activities for Year: <u>2013</u> FFY Grant: 2013 PHA FY: 12/31/2013		
<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>
TX291-ALL	OPERATIONS	10,000	TX291-ALL	OPERATIONS	10,000
TX291-001	CABINETS & FLOORING	55,927	TX291-001	CABINETS & FLOORING	60,000
			TX291-002	CABINETS & FLOORING	8,000
TX291-001	LANDSCAPING	5,000	TX291-001	LANDSCAPING	5,000
TX291-002	LANDSCAPING	5,000	TX291-002	LANDSCAPING	5,000
TX291-001	APPLIANCES	2,500	TX291-001	APPLIANCES	4,000
TX291-002	APPLIANCES	2,500	TX291-002	APPLIANCES	4,000
TX291-001	PLUMBING/ELECT/ MISC. MAINT.	8,750	TX291-001	PLUMBING/ELECT/ MISC. MAINT.	5,000
TX291-002	PLUMBING/ELECT/ MISC. MAINT.	8,750	TX291-002	PLUMBING/ELECT/ MISC. MAINT.	7,427
TX291-002	PARKING	20,000	TX291-002	PARKING	10,000
Total CFP Estimated Cost		\$118,427			\$118,427

# TABLE OF CONTENTS

	Admissions and Occupancy Policy.....	Page 3
I.	I. Purpose.....	Page 3
II.	II. Compliance With Civil Rights Laws.....	Page 3
III.	Marketing.....	Page 8
III.	IV Definitions.....	Page 8
V.	Eligibility for Admission.....	Page 35
VI.	Applications for Admission.....	Page 36
VII.	Admission Priorities and Special Circumstances.....	Page 39
VIII.	Occupancy Standards.....	Page 43
IX.	The Waiting List.....	Page 45
X.	Verifications.....	Page 46
XI.	Application Suitability Screening.....	Page 54
XII.	Informal Hearing for Denials.....	Page 57
XIII.	Tenant Selection and Assignment.....	Page 58
XIV.	Transfers.....	Page 61
XV.	Leasing Procedures.....	Page 62
XVI.	Additions to Household and Visitors.....	Page 65
XVII.	Inspections.....	Page 66
XVIII.	Security Deposits.....	Page 67
XIX.	Resident Orientation.....	Page 67
XX.	Income Determination.....	Page 68
XXI.	Rents & Rent Adjustments.....	Page 71
XXII.	Utilities.....	Page 77
XXIII.	Other Charges.....	Page 77
XXIV.	Re-Examinations & Continued Occupancy.....	Page 78
XXV.	Grievance Procedure.....	Page 80
XXVI.	Pet Policy.....	Page 80
XXVII.	Evictions.....	Page 80
XXVIII.	Complaints of Discrimination.....	Page 81
XXIX.	Conflict with Federal Statue, Regulation or HUD Policy.....	Page 81

## TABLE OF CONTENTS (CONTUIED)

### Exhibits:

Tab A.	Application Package
Tab B.	Income Limits
Tab C.	Lease
Tab D.	Security Deposit
Tab E.	Utility Allowances
Tab F.	Rent Calculation Policy
Tab G.	Other Charges
Tab H.	Rent Collection Policy
Tab I.	Grievance Procedure
Tab J.	Pet Policy
Tab K.	Non-Citizen Guidebook
Tab L.	Eviction Policy
Tab M.	Guest Policy
Tab N.	One-Strike Policy
Tab O.	Community Policy
Tab P.	Housekeeping Policy
Tab Q.	Maintenance Plan
Tab R.	Parking Policy
Tab S.	Smoke/Carbon Monoxide Detector Policy
Tab T.	Up Front Income Verification Policy
Tab U.	Security Policy/EIV

# Admissions and Occupancy Policy

## Housing Authority of the City of Grapevine

---

### I. PURPOSE

This Policy is established in order that the Housing Authority of Grapevine, Texas will meet its responsibilities pursuant to the United States Housing Act of 1937, as amended, Title VI of the Civil Rights Act of 1964 and all other civil rights requirements, regulations promulgated by the U. S. Department of Housing and Urban Development (HUD), the Annual Contributions Contract between the Housing Authority and HUD, and State and local laws, with respect to admission and occupancy of the Low Rent Public Housing Program.

This Policy governs admission and occupancy of Public Housing administered by the Housing Authority of Grapevine, Texas hereafter called the Authority. It is the intent of the Authority to ensure decent, safe and sanitary housing for families of limited income in all Public Housing units owned or operated by the Authority under the United States Housing Act of 1937, as amended. It is the intent of the Authority to provide a suitable living environment, which fosters economic and social diversity and upward mobility. The Authority will periodically review this Policy to assure compliance with housing legislation and civil rights requirements.

### II. COMPLIANCE WITH CIVIL RIGHTS LAWS

#### A. Nondiscrimination

1. It is the policy of the Housing Authority of City of Grapevine to comply with all applicable laws relating to Civil Rights, including
  - a. Title VI of the Civil Rights Act of 1964 (*24 CFR 1*)
  - b. Title VIII of the Civil Rights Act of 1968, as amended by The Community Development Act of 1974 and the Fair

- c. Housing Amendments Act of 1988. *(24 CFR 100)*  
Executive Order 11063, Section 504 of the Rehabilitation Act of 1973 *(24 CFR 8)*
  - d. Age Discrimination Act of 1975 *(24 CFR 146)*
  - e. Title II of the Americans with Disabilities Act, to the extent that it applies; otherwise, Section 504 and the Fair Housing Amendments govern.
  - f. Any applicable state laws or local ordinances
  - g. Any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted *(24 CFR 960.203)*
2. The Authority will not discriminate because of race, color, sex, religion, age, familial status, disability, or national origin in the leasing, or other disposition of housing or related facilities, including land, that is part of any project under the Authority's jurisdiction covered by a contract for annual contributions under The U. S. Housing Act of 1937, as amended, or in the use or occupancy thereof. *(24 CFR 100.5)*
3. The Authority will not, on account of race, color, sex, religion, age, familial status, disability, or national origin:
- a. Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
  - b. Provide housing which is different from that provided others, unless the housing has been specially adapted for use by persons with disabilities, where applicable and/or required;
  - c. Subject a person to segregation or disparate treatment;
  - d. Restrict a person's access to any benefit enjoyed by others in connection with the housing program;
  - e. Treat a person differently in determining eligibility or other requirements for admission;
  - f. Deny a person access to the same level of services *(services must be accessible to disabled persons, whether services are offered by the Authority or by another service provider on the Authority's property); or*
  - g. Deny a person the opportunity to participate in a

planning or advisory group which is an integral part of the housing program.

4. The Authority will not automatically deny admission to a particular group or category of otherwise qualified applicants (e.g., a family with children born to unmarried parents, elderly families with a pet, or families whose head or spouse is a student). Each applicant in a particular group or category will be treated on an individual basis in the normal processing routine. *(24 CFR 960.205)*.
5. The Authority will identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504 and the Fair Housing Amendments Act of 1988 the Authority will make structural modifications to its housing and non-housing facilities *(24 CFR 8.21, 8.23, 8.24, and 8.25)*, make reasonable accommodations *(24 CFR 100.204)*, or combinations of the two to permit people with disabilities to take full advantage of the housing program.
  - a. In making reasonable accommodations or structural modifications to existing housing programs *(see 24 CFR 8.24)* or in carrying out Other Alterations *(see 24 CFR 8.23(b))* for otherwise qualified persons with disabilities, the Authority is not required to:
    - 1) Make each of its existing facilities accessible or make structural alterations when other methods can be demonstrated to achieve the same effect *(24 CFR 8.24)*;
    - 2) Make structural alterations that require the removal or altering of a load-bearing structural member *(24 CFR 8.32 (c))*;
    - 3) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level *(24 CFR 8.26)*;
    - 4) Take any action that would result in a fundamental alteration in the nature of the program *(24 CFR 8.24 (a)(2))*; or
    - 5) Take any action that would result in an undue financial and administrative burden on the Authority. *(24 CFR 8.24*

*(a)(2)).*

- b. When the Authority is making substantial alterations (defined in 24 CFR 8.23 as Comprehensive Modernization or work in developments with 15+ units, work whose value exceeds 75% of the replacement cost of the facility) to an existing housing facility, Authority is not required to:
- 1) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below grade level *(24 CFR 8.26)*;
  - 2) Make structural alterations that require the removal or altering of a load-bearing structural member *(24 CFR 8.32(c))*; or
  - 3) Make structural alterations to meet minimum accessibility requirements where it is structurally impractical. Structural impracticability is defined as: Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of 50% or more of the value of the element of the building or facility involved. *(24 CFR 8.32*

Note that the undue burden test is not applicable to housing undergoing substantial alteration.

6. The Authority will not permit these policies to be subverted to do personal or political favors. The Authority 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. *[24 CFR 906.204 (a) (3) (ii)]*
7. The Authority will not discriminate in the assignment of managers and other staff responsible for the administration of the dwelling units.

B. Accessibility and Plain Language

1. Application and management offices, hearing rooms, community rooms, laundry facilities, craft and game rooms and other common areas of the Authority will be available for use by residents with a full range of disabilities. If these facilities are



- not already accessible and located on accessible routes, some must be made so, subject to the undue financial and administrative burden test. *(24 CFR 8.20 and 8.21)*
2. Documents intended for use by applicants and residents will be made available in formats accessible for those with vision and hearing impairments *(24 CFR 8.6)*. The documents will be written simply and clearly to enable participants with learning or cognitive disabilities to understand as much as possible. *(24 CFR 912.5(a) requires that any notice or document relative to citizen or eligible immigration status, where feasible, be provided to an applicant or resident in a language that is understood by the individual if the individual is not proficient in English).*
  3. Some of the concepts that must be described relative to eligibility, rent computation, applicant screening, reasonable accommodations and lease compliance are complicated, but Authority staff will offer examples where possible to help applicants/residents understand the issues involved. In writing materials to be used by applicants/residents, the Authority staff will keep in mind that mental retardation, learning disabilities and cognitive disabilities may affect the applicant's ability to read or understand, so rules and benefits may have to be explained verbally, perhaps more than once. *(24 CFR 8.6)*
  4. The Authority staff will determine or 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, advocate) accompany the applicant to receive, interpret and explain housing materials. *(24 CFR 8.6)*
  5. Some applicants will not be able to read (or to read English), so intake staff must be prepared to read and explain anything that they would normally hand to an applicant to be read and filled out. Applicants who read or understand little English may furnish an interpreter who can explain what is going on. *(PHAs are not required to pay the costs associated with having a foreign language interpreter as they are for a sign language interpreter for the hearing impaired [24 CFR 8.6] because the Fair Housing law makes no such requirement)*

6. At a minimum, the Authority will provide the following information in plain-language accessible formats:  
Informational material

### **III. MARKETING**

- A. It is the policy of the Authority 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:
  1. The number of vacant units
  2. Availability of units through turnover
  3. Waiting List Characteristics
- B. The Authority will periodically assess the factors in order to determine the need for and scope of any marketing efforts.
- C. All marketing and informational materials will :
  1. comply with the Fair Housing Act requirements with respect to the Equal Housing Opportunity logo and use of nondiscriminatory language *[24 CFR 109.30 (a)]*;
  2. describe the housing units, application process, Waiting List, priority system and eligibility accurately;
  3. will be in plain language.
  4. will target agencies that serve for potential applicants;
  5. will make clear who is eligible.
  6. will make clear that it is the Authority's responsibility to provide reasonable accommodations to people with disabilities.

### **IV. DEFINITIONS**

#### **Accessible Dwelling Units**

When used with respect to design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered or adapted

can be approached, entered, and used by individuals with physical handicaps. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR Section 8.32 and Section 40 (the Uniform Federal Accessibility Standards) is “accessible” within the meaning of this paragraph.

### **Accessible Facility**

All or any portion of a facility *other than* an individual dwelling unit used by individuals with physical handicaps *(24 CFR 8.21)*

### **Accessible Route**

For persons with a mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility. *(24 CFR 8.3 & 40.3.5)*

### **Adaptability**

Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons; or ability to meet the needs of persons with different types and degrees of disability *(24 CFR 8.3 & 40.3.5)*

### **Adjusted Income**

Adjusted income (income upon which rent is based) means Annual Income less the following deductions and exemptions: *(24 CFR 5.611)*

#### ***Non-elderly/Non-disabled Families***

1. **Child Care Expenses:** a deduction of amounts anticipated to be paid by the family for the care of children under 13 for the period for which Annual Income is computed. Allowed ONLY when such care is necessary to enable a family member to be gainfully employed, to actively seek employment or to further his/her education. Amounts deducted must be non-reimbursed expenses and shall not exceed:
  - a. amount of employment income included in the Authority's computation of annual income
  - b. an amount determined to be reasonable by the Authority

when the expense is incurred to permit education or to actively seek employment.

2. **Dependent Deduction:** an exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, Live-In Aide, foster adult or foster child) who is under eighteen (18) years of age or who is eighteen (18) or older and disabled, handicapped or a full-time student.
3. **Disability Assistance Expense Deduction:** (for families not considered a "disabled family" but which have a member, other than the head or spouse, who is disabled) a deduction of the cost of all non-reimbursed expenses for Disability Assistance less three percent (3%) of Annual Income, provided the amount so calculated does not exceed the employment income earned.

***For Elderly and Disabled Families Only (families whose head, co-head, spouse or sole member is elderly or disabled)***

1. **Elderly/Disabled Household Exemption:** An exemption of \$400 per household.
2. **Medical Deduction and/or Disability Assistance Expense Deduction (medical expenses of all family members counted)**
  - a. ***For Elderly /Disabled Families with Medical Expenses but without Disability Assistance Expenses:*** total non-reimbursed medical expenses less three-percent (3%) of Annual Income.
  - b. ***For Elderly/Disabled Families with both Medical and Disability Assistance Expenses:***
    - 1) If total of all non-reimbursed disability assistance expense is equal to or greater than three percent (3%) of Annual Income, deduction equals the amount of Disability Expenses less 3% of Annual Income, PLUS actual non-reimbursed Medical Expense.
    - 2) If total of all non-reimbursed Disability Assistance expense is less than 3% of Annual Income, then the deduction equals the amount by which the sum of Disability Assistance expenses plus Medical Expenses exceeds 3% of Annual Income.

## **Adult**

A person who is 18 years of age or older or who is a minor who has been emancipated or designated as “sui juris” under any Federal, State or tribal law.

## **Alteration**

Any change in a facility or its permanent fixtures or equipment. Does not include: normal maintenance or repairs, re-roofing, interior decoration or changes to the mechanical systems.

## **Annual Income**

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional adult family member. It includes all net income from assets for the 12-month period following the effective date of initial determination or re-examination of income.

### ***To annualize full-time employment, multiply as follows:***

- a. Hourly wages by 2080 hours
- b. Weekly wages by 52
- c. Bi-weekly wages by 26
- d. Semi-monthly wages by 24
- e. Monthly amount by 12

### ***Income includes but is not limited to: (24 CFR 5.609)***

1. full amount before any payroll deductions, of wages and salaries overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services
2. net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the

family for cash or assets invested in the business.

3. interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness will not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.

Where the family has net family assets greater than \$5,000, annual income shall include 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 the HUD field office, whichever is greater.

4. full amount of *periodic* payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump sum amount or prospective monthly amounts for the delayed start of a periodic amount for other than social security or SSI
5. Payments in lieu of earnings, such as unemployment, disability compensation, worker's compensation and severance pay
6. All welfare assistance payments received by or on behalf of any family member
7. Periodic and determinable allowances, such as alimony and child support payments, and regular cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members
8. All regular pay, special pay and allowances of a family member in the Armed Forces.
9. Imputed welfare income amount (see definitions) if family has received a specified welfare benefit reduction as a result 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.
10. The portion of any athletic scholarship assistance available for housing

costs.

***Does not include: (24 CFR 5.609)***

1. Income from the employment of children (including foster children) under the age of 18
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone)
3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains and settlement for personal property losses
4. Amounts received by the family that are specifically for, or in reimbursement of the cost of medical expenses for any family member
5. Income of a live-in aide, provided the person meets the definition of a live-in aide *(24 CFR 5.403)*
6. Full amount of student financial assistance paid directly to the student or the educational institution; except in the case of athletic scholarships, in which case amount designated for housing costs is counted.
7. Special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Certain types of income related to training:
  - a. amounts received under HUD funded training programs (such as step-up; excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training)
  - b. amounts received by a person with disabilities that are disregarded for a limited time for purposes of SSI and benefits that are set-aside for use under a Plan to Attain Self-Sufficiency (PASS)
  - c. amounts received by a participant in other publicly assisted programs which are specifically for, or in reimbursement of, out-of-pocket expenses incurred

(special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program

- d. a resident services stipend: a modest amount not to exceed \$200/month received by a public housing resident for performing a service for the Authority, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to fire patrol, hall monitoring, lawn maintenance and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time. **Texas State Laws prohibit a stipend for service on Boards.**
  - e. Compensation from State or local employment training programs and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the Authority.
9. Temporary, non-recurring, or sporadic income, including gifts
  10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era?
  11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse)
  12. Adoption assistance payments in excess of \$480 per adopted child
  13. Deferred periodic payments of supplemental security income (SSI) and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
  14. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
  15. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the disabled family member at home.
  16. Amounts specifically excluded by any other Federal Statute from



consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. Include:

- a. value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977
- b. payments to volunteers under Domestic Volunteer Services Act of 1973 (RSVP, Foster Grandparents, Senior Companion Program; and Older American Committee Service Program, VISTA, Peace Corps, Service Learning program, Special Volunteer Programs; Small Business Administration Programs such as National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
- c. first \$2,000 of payments received under the Alaska Native Claims Settlement Act
- d. income derived from certain sub-marginal land of the U. S. that is held in trusts for certain Indian tribes
- e. payments or allowances made under Dept. of Health and Human Services Low-Income Home Energy Asst. Prog.
- f. payments received under programs funded in whole or in part under the Job Training Partnership Act (corresponding provisions of the Workforce Investment Act of 1998)
- g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians
- h. first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims or from funds held in trust for an Indian Tribe by the Secretary of Interior
- i. amounts of scholarships funded under Title IV of Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs (Pell Grants, Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study and Byrd Scholarships.
- j. payments received from programs funded under Title V

of the Older Americans Act of 1965 (Senior Community Services Employment Program, National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayors, National Council on Senior Citizens and Green Thumb)

- k. payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established in the In Re Orange product liability litigation.
  - l. payments received under the Maine Indian Claims Settlement Act of 1980
  - m. the value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990.
  - n. Earned Income Tax Credit refund payments received on or after January 1, 1991.
  - o. Amounts earned by temporary census employees, provided the terms of employment do not exceed 180 days.
  - p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990
  - q. Any allowance paid under the provisions of 38 USC 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran
  - r. Any amount of crime victim compensation (under Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act
  - s. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998.
17. Earned income disallowance (100% of disallowance allowed first twelve (12) months; 50%, second twelve (12) months), if a family member has experienced an increase in earnings as a result of new employment or increased earnings in existing employment and fits one

of the following criteria:

- a. During the past twelve (12) months, was unemployed
- b. During the past twelve (12) months, earned less than minimum wage x 10 hours/week x 50 (\$2575)
- c. Within the past six (6) months, received any amount of cash assistance or cash benefits under any state program for TANF or Welfare to Work; this refers to the monthly maintenance program
- d. Within the past six (6) months, received any non-maintenance type of assistance (one-time payments, wage subsidies, child care or transportation assistance, etc) from TANF or Welfare to Work worth at least \$500
- e. Increase in income is due to participation in an economic self-sufficiency or other job training program.

### **Anticipated Annual Income**

If it is not feasible to anticipate income for a 12-month period, the Authority may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. This method would be used for teachers who are paid for only nine (9) months, or for residents receiving unemployment compensation.

### **Applicant**

A person or a family that has applied for admission to housing.

### **Application**

A written form, to be signed and dated by an adult member of the family, which includes information the Authority needs to determine whether the family may be admitted in accordance with Section V of this Policy.

### **Area of Operation**

The municipality for which the authority is created and the area that is within five miles of the territorial boundaries of the municipality and is not within the territorial boundaries of another municipality. To operate in another jurisdiction requires a resolution from the governing

body of that jurisdiction. *(Texas Local Government Code 392)*

### **Assets**

Cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. The current checking account balances totaling \$500 or more and all current savings balances shall be reported. Assets **do not** include the value of personal property such as furniture, automobiles and household effects or the value of business assets.

### **Auxiliary Aids**

Services or devices that enable persons with impaired sensory, manual or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. *(24 CFR 8.3)*

### **Care Attendant**

A person who regularly visits the unit of an Authority resident to provide supportive or medical services. Care attendants have their own place of residence (and if requested by the Authority, must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.

### **Ceiling Rent**

A maximum total tenant payment amount established by the Authority, not to exceed the flat rent amount, that will be used as an interim rent in the following situation. A flat rent family loses income and goes to income-based rent; family member finds employment before next re-exam and income increases to the point that their income based rent would exceed the flat rent. They are not eligible for flat rent until next re-exam. The ceiling rent would be allowed for the family unit the next re-exam, where they would go back on flat rent. Unlike the flat rent, the ceiling rent would include an allowance for utilities.

### **Child Care Expenses**

A deduction of amounts anticipated to be paid by the family for the care of children under 13 for the period for which Annual Income is computed. Allowed ONLY when such care is necessary to enable a family member to be gainfully employed, to actively seek employment or to further his/her education. Amounts deducted must be non-reimbursed expenses and shall not exceed:

1. the amount of employment income included in the Authority's computation of annual income.

2. an amount determined to be reasonable by the Authority when the expense is incurred to permit education or to actively seek employment. The Authority will use the average of rates obtained from four **(4)** local child care facilities to determine a reasonable maximum childcare expense.
3. when there is an unemployed adult household member in the family, child care expenses will not be allowed, unless family can provide proof that the available adult member is not physically or mentally capable of providing child care.

### **Co-head of Household**

A household where two persons are held responsible and accountable for the family.

### **Community Service**

The performance of voluntary 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 in which the resident resides. Political activities is excluded.

### **Covered Family**

Family who receives welfare assistance or other public assistance from a state or other public agency under a program for which federal, state, or local law requires that a member of the family participate in an economic self-sufficiency program as a condition of such assistance.

### **Covered Person**

For purposes of screening and terminating tenancy for criminal activity, a tenant, any member of the tenant's household, a guest, or another person under the tenant's control.

### **Dependent**

A member of the household (other than head, spouse, sole member, foster child, foster adults, or Live-in Aide) who is under 18 years of age, or 18 years of age or older and disabled, handicapped, or a full-time student. *(24 CFR 5.603)*

### **Designated Family**

The category of family for whom a housing authority elects (subject to HUD approval of an Allocation Plan) to designate a project (e.g., elderly family in a project designated for elderly families) in accordance with 1992 Housing Act. *(24 CFR 945.105)*

### **Designated Housing**

A project(s) or portion of a project designated for elderly only or for disabled families only in accordance with 24 CFR 945.105.

### **Disability Assistance Expense**

Amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member or family members, including the disabled person, to be employed. Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the handicapped or disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities. *(24 CFR 5.603)*

### **Disabled Family**

Families whose head/ co-head/ spouse or sole member is a person with disabilities. The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. *(24 CFR 5.403 and 945.105)*

### **Disabled Person**

A person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or who has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act [U.S.C. 6001(7)], or has a disability as determined by HUD regulations at 24 CFR 5.403 and 8.3.

1. **Section 223:** disability defined as inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months, or in the case of

an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial gainful activity requiring skills or ability comparable to those of any gainful activity in which he/she has previously engaged with some regularity and over a substantial period of time.

2. **Section 102(7):** developmental disability defined as a severe chronic disability that:
  - a. is attributable to a mental or physical impairment or combination of the two
  - b. is manifested before the person attains age twenty-two (22)
  - c. is likely to continue indefinitely
  - d. results in substantial functional limitation in three or more of the following areas of major life activity: self care, receptive and responsive language, learning, mobility, self-direction, capacity for independent living, economic self-sufficiency.
  - e. reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment or other services which are of lifelong or extended duration and are individually planned and coordinated.
  
3. A person having a physical or mental impairment that:
  - a. is expected to be of long, continued and indefinite duration
  - b. substantially impedes the person's ability to live independently
  - c. is of such a nature that such ability could be improved by more suitable housing conditions.
  
4. For purposes of qualifying for housing programs, the term does not include any individual whose disability is based solely on any drug or alcohol dependence.
  
5. Individuals with handicaps, as defined in 24 CFR 8.3, as follows; means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. As used in this definition, the phrase:
  - (a) Physical or mental impairment includes:

- (1) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems; Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine;
- (2) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.
- (3) The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

- (a) Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
- (b) Has a record of such an impairment means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
- (c) Is regarded as having an impairment means:
  - (1) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;
  - (2) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or
  - (3) Has none of the impairments defined in paragraph (a) of this section but is treated by a recipient as having such an impairment.

6. The definition of handicap in Section 504 of the Rehabilitation Act of 1973 does not include homosexuality, or transvestitism. (these characteristics do not disqualify an otherwise disabled applicant/resident from being covered.



**Disallowance (disregard)**

An exclusion from annual income for purposes of rent computation.

**Displaced Person**

A person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise recognized pursuant to Federal disaster relief laws.

**Divestiture Income**

Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value.

**Domestic Violence**

Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

**Drug**

A controlled substance as defined in the Controlled Substances Act.

**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 a drug. (24 CFR 5.100)

**Due Process Determination**

A determination by HUD that specified procedures for judicial eviction under State and local law require that a tenant be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the unit. (24 CFR 966.53)

**EID**

## Earned Income Disallowance (Disregard)

### **Elderly Family**

A family whose head, co-head, spouse or sole member is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. *(24 CFR 5.403)*

### **Elderly Person**

A person who is at least 62 years of age *(24 CFR 5.100)*

### **Elements of Due Process**

The court procedures for eviction under State and local law require all of the following before eviction from a unit: *(24 CFR 966.53)*

1. the opportunity for a hearing on the existence of serious or repeated lease violations or other good cause for eviction
2. advance notice of the hearing, and of the alleged reasons for eviction
3. hearing before an impartial party
4. the opportunity to be represented by counsel
5. the opportunity to present evidence and question witnesses
6. a decision on the reasons for eviction before the occupants are evicted

### **Eligibility Income**

This is the applicant's **Annual Income** amount. This figure is compared to the HUD-approved income limits (issued annually) to determine if an applicant family is eligible for admission.

### **Extremely Low Income Family**

A Family whose Annual Income is equal to or less than 30% of Area Median Income, adjusted for family size, as published by HUD.

### **Eviction**

Forcing the occupants to move out of the unit.

## **Family**

Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in Authority housing; OR two or more persons who are not so related, but are regularly living together, can verify shared income or resources who will live together in Authority housing.

“Family” also includes: Elderly Family, Near Elderly Family, Disabled Family, Displaced Person, Single Person, the remaining member of a tenant family, a foster care arrangement, or a kinship care arrangement. Other persons, including members temporarily absent (e.g., a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family’s household if they are living or will live regularly with the family  
*(24 CFR 5.403)*

## **Family Self Sufficiency**

Any approved program established by the Authority to promote self-sufficiency among participating families, including the provision of supportive services, toward the goal of the families’ no longer needing public assistance.

## **Flat Rents**

Total Tenant Payments set by the Authority, that are based on market rate rents and comparable to rents in the private sector for similar type and size units. Do not include an allowance for utilities.

## **Foster Child/Adult**

A child/adult placed in the care of a Foster Family by a licensed Child Placement Agency or Adult Placement Agency.

## **Fraud**

Fraud as defined under any Federal or State civil or criminal statute, or any other deliberate misrepresentation to this Authority by any member of an applicant or resident family. *(24 CFR 966.2)*

## **Full-Time Student**

A person who is carrying a subject load that is considered full-time

for day students under the standards and practices of the educational institution attended. Educational institutions include but are not limited to: colleges, universities, secondary schools, and vocational schools or trade school *(24 CFR 5.603)*

### **Guest**

For the purposes of determining whether an individual's criminal activity is the responsibility of the tenant, a guest is a person temporarily staying in the unit with the consent of the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of the lease apply to a guest as so defined.

### **Hardship Waiver (Minimum Rent)**

A family may apply for a waiver of the minimum rent if one of the following situations occurs:

1. Family has lost eligibility for or is awaiting approval of federal, state, or local assistance
2. Family's income has decreased because of changes in circumstances, including loss of employment (proof of date of termination required)
3. A family member has died

### **Hate Crimes**

Actual or threatened physical violence or intimidation of a recent or continuing nature that is directed against a person or his property that is based on the person's race, age, color, religion, sex, national origin, disability or familial status.

### **Head of Household**

Head of household is the family member (identified by the family) who is held responsible and accountable for the family.

### **Household**

The tenant and other persons who live in a unit with written approval of the Authority. *(24 CFR 966.2)*

### **Imputed Welfare Income**

The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

**Income – Adjusted**

See “Adjusted Income”

**Income – Annual**

See “Annual Income”

**Income – Eligibility**

See “Eligibility Income”

**Income Limits**

The income limits for each county in the state are determined and published by HUD annually. Income limits are based on 30%, 50% and 80% of median for the area. The Authority’s income limits are contained in Addendum B.

**Income-Based rent**

Total Tenant Payment that is based on the family’s income.

**Kinship Care**

An arrangement in which a relative or non-relative becomes the care giver for a child or children but is not the biological parent of the child or children. The primary care giver need not have legal custody of such child or children to be a kinship care giver under this definition.

**Live-In Aide (24 CFR 5.403)**

1. A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who
  - a. is determined by the Authority to be essential to the care and well being of the person(s)
  - b. is not obligated to support the family member
  - c. would not be living in the unit except to provide the necessary supportive services
  - d. has passed all Grapevine Housing Authority screening procedures

2. A Live-In Aide is not listed on the lease and cannot become a remaining family member for continued occupancy purposes.
3. A Live-In Aide's income is not counted in determining the family's income.

### **Low Income Family**

A family whose annual income does not exceed 80 per cent of the median income for the area as determined by HUD with adjustments for smaller and larger families.

### **Medical Expense**

Medical expenses include but are not limited to:

1. services of physicians and other health care professionals
2. services of health care facilities
3. health insurance premiums, including cost of Medicare
4. prescription and non-prescription medicines
5. transportation to and from treatment
6. dental expense
7. eyeglasses
8. hearing aids and batteries
9. attendant care (unrelated to employment of family members)

These are expenses that are anticipated during the period for which annual income is computed and that are not covered by insurance (*24 CFR 5.603*)

### **Medical Expense Allowance**

For purposes of calculating adjusted income for elderly or disabled families only, medical expense allowance means the medical expense in excess of **3%** of Annual Income, where these expenses are not compensated for or covered by insurance (*24 CFR 5.611*).

In cases where the family is eligible for both a medical allowance and disability

assistance allowance, the following applies:

- 1) If total of all un-reimbursed disability assistance expense is equal to or greater than three percent (3%) of Annual Income, deduction equals the amount of Disability Expenses less 3% of Annual Income, PLUS actual un-reimbursed Medical Expense.
- 2) If total of all un-reimbursed Disability Assistance expense is less than 3% of Annual Income, then the deduction equals the amount by which the sum of Disability Assistance expenses plus Medical Expenses exceeds 3% of Annual Income.

### **Minimum Rent**

A family will pay whichever is highest: **10%** of annual (or gross) income; **30%** of adjusted income, or a **\$ 50** minimum rent established by the housing Authority. This minimum rent is the total tenant payment, which is reduced by an allowance for utilities where the tenant pays part or all of the utilities.

### **Minor**

A minor is a person less than 18 years of age. An unborn child will not be considered as a minor. Some minors are permitted to execute contracts, provided a court has declared them "emancipated."

### **Mixed Population Project**

A public housing project for elderly and disabled families. The Authority is not required to designate this type of project under 24 CFR 945 or prepare an allocation plan.

### **Mixed Family**

A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status. *(24 CFR 5.504)*

### **Monthly Income**

One-twelfth of Annual Income *(24 CFR 5.603)*

### **Monthly Adjusted Income**

One-twelfth of Adjusted Income *(24 CFR 5.603)*

## **Multifamily Housing Project**

For purposes of 504, means a project containing five or more dwelling units *(24 CFR 8.3)*

## **Near-Elderly Family**

A family whose head, spouse, or sole member is a near-elderly person (at least 50 but less than 62 years of age). The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well being of the near-elderly person or persons. A near-elderly family may include other family members who are not near elderly. *(24 CFR 5.403)*

## **Near-Elderly Person**

A person who is at least 50 years of age but below 62, who may be a person with a disability. *(24 CFR 5.603)*

## **Negative Rent**

See Utility Reimbursement

## **Net Family Assets** *(24 CFR 5.603)*

1. The net cash value, after deducting reasonable costs (e.g., brokerage or legal fees, settlement costs, penalties for early withdrawal) that would be incurred in disposing of:
  - a. Real property (land, houses, mobile homes)
  - b. Savings (CD, IRA or KEOGH accounts, checking and savings accounts, precious metals)
  - c. Cash value of whole life insurance policies
  - d. Stocks and bonds (mutual funds, corporate bonds, savings bonds)
  - e. Other forms of capital investments (business equipment) excluding interests in Indian trust lands and excluding equity accounts in HUD home ownership programs
2. In the case of a trust fund not revocable by or controlled by any members of the family or household, the value of the trust fund will not be considered an asset as long as the fund continues to be held in trust. Any income from the trust shall be counted as



income.

3. If a family disposed of an asset within the two years preceding the date of the application or re-certification at less than fair market value, the difference between what they received and what they would have gotten, had they received the fair market value is counted as an asset for purposes of determining net family assets.
4. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives import considerations not measurable in dollar terms.

### **Non-citizen**

A person who is neither a United States citizen nor a national of the United States *(24 CFR 5.504)*

### **Over-income Family**

An individual or family who is not a low-income family at the time of initial occupancy.

### **Portion of project**

Includes one or more buildings in a multi-building project; one or more floors of a project or projects; a certain number of dwelling units in a project or projects *(24 CFR 945.105)*

### **Premises**

The building or complex or development in which the public housing dwelling is located, including common areas and grounds.

### **Previously Unemployed Person**

An individual who has earned , in the twelve (12) months previous to employment, no more than would be received for ten (10) hours of work per week for fifty (50) weeks at the established minimum wage.

### **Project (504 Definition)**

Means the whole of one or more residential structures and appurtenant structures, equipment, roads, walks and parking lots that are covered by a single

contract for federal assistance or application for assistance, or are treated as a whole for processing purposes, whether or not on a common site *(24 CFR 8.3*

### **Public Assistance**

TANF or other payments to families and individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments.

### **Reasonable Accommodation**

Reasonable accommodation is making alterations or adaptations to provide access to otherwise qualified individuals with disabilities in the use of the program and facilities, without causing undue financial and administrative hardship or substantially altering the program or activity.

### **Re-certification**

Also called re-examination or re-determination. The checking of family circumstances and income at least annually to determine if family composition or income changes would require a change in rent or unit size.

### **Service Provider**

A person or organization qualified and experienced in the provision of supportive services, that is in compliance with any licensing requirements imposed by State or local laws for the type of service or services to be provided. The service provider may provide the service on either a for-profit or not-for-profit basis *(24 CFR 945.105)*

### **Single Person**

A person who lives alone or intends to live alone and is not an elderly person, a person with disabilities, a displaced person or the remaining member of a resident family *(24 CFR 945.105)*

### **Special Welfare Benefit Reduction**

1. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare

agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

2. Does not include a reduction or termination of welfare benefits by the agency
  - (a) at expiration of a lifetime or other time limit on the benefits
  - (b) 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
  - (c) because a family member has not complied with other welfare agency requirements.

### **Spouse**

Spouse means the husband or wife of the head of household.

### **TANF**

Temporary Assistance to Needy Families. The term that replaced AFDC.

### **Temporarily Absent Family Member**

An individual who is or is expected to be absent from the dwelling unit for 180 consecutive days or less and continues to be considered a family member. A family member who is expected to be absent for more than 180 days is considered permanently absent and no longer a family member EXCEPT

1. a family member who is away at school unless information becomes available to the Authority indicating that the student has established a separate household or the family declares that the student has established a separate household.
2. A family member who is absent due to an employment situation
3. a child who has been placed in foster care unless the placement agency confirms that the child has been permanently removed from the home.
4. Military personnel (including reservists and guardsmen) who are called to active duty in the Middle East.

### **Tenant Rent**

The amount payable monthly by the family as rent to the Authority. Where all utilities (except telephone) and other essential housing services are supplied by the Authority, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the Authority and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance (24 CFR 5.603)

### **Total Tenant Payment (TTP)**

1. Income-Based: Total Tenant Payment is the greater of 30% of the Monthly Adjusted Income (as defined in this Policy) and 10% of the Monthly Annual Income (as defined in this Policy), but never less than the Minimum Rent (except for Hardship Waivers) or greater than the Ceiling Rent, if any.
2. Flat Rent: Total Tenant Payment will be the Flat Rent if the family chooses Flat Rent instead of Income-based rent. (See *Flat Rent*)

If the tenant pays the utilities, the amount of the Utility Allowance is deducted from the TTP. Total Tenant Payment does not include charges for excess utility consumption or other miscellaneous charges.

### **Uniform Federal Accessibility Standards**

Standards for the design, construction and alteration of publicly owned residential structures to insure that physically handicapped persons will have ready access to and use of such structures. Standards are in Appendix A to 24 CFR 40.

### **Up Front Income Verification/Enterprise Income Verification**

The Up Front Income Verification System (EIV) provides PHA's with information supplied from state wage income collection agencies (SWICA) and the Social Security Administration. Quarterly wage information, bi-weekly unemployment benefit information and Social Security benefits information are provided through a data matching process for households covered by a 50058 form submitted to HUD. Additional information will be made available as contracts are entered into between other agencies.

### **Utilities**

Water, electricity, gas, other heating, refrigeration and cooking fuels,

trash collection and sewerage services. Telephone service is not considered a utility.

**Utility Allowance** *(24 CFR 5.603)*

If the cost of utilities (except telephone) for an assisted unit is not included in the Tenant Rent but is the responsibility of the family, an amount equal to the estimate made, as approved by the Authority or HUD, of the monthly costs of a reasonable consumption of such utilities for the unit, consistent with the requirements of a safe, sanitary and healthful living environment. Schedule of Utility Allowances are incorporated into this Policy as Addendum E.

**Utility Reimbursement** *(24 CFR 5.615)*

The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the Total Tenant Payment for the Family occupying the unit. In such a case, the amount will be reimbursed to the family on a monthly basis, or if the family and utility company consent, the amount may be paid to the utility company and family jointly or directly to the utility company.

**Very Poor Family**

See “Extremely Low Income Family”

**Very Low Income Family**

Family who’s Annual Income does not exceed fifty (50) percent of the median income for the area.

**Violent Criminal Activity**

Any criminal activity that involves crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety or welfare of other tenants.

**V. ELIGIBILITY FOR ADMISSION**

- A. It is the Authority’s policy to admit only qualified applicants.
- B. An applicant is qualified if he or she meets all of the following criteria:
  - 1. Is a family as defined in Section IV of this Policy;

2. Is a family that meets the HUD requirements on citizenship or immigration status; *(24 CFR 5.500 - 5.528)*
  - a. A family is not eligible for full housing assistance unless every member of the family in the unit is determined to be either a U. S. citizen or have eligible immigrant status as defined by the regulations.
  - b. A Mixed Family (in which one or more family members is determined to be ineligible on the basis of immigration status) may be eligible for prorated assistance.
3. Has an Annual Income at the time of admission that does not exceed the low-income limits for occupancy established by HUD, and available for review in the Authority office.
4. Provides a documented Social Security number for all family members, age 6 or older, or certifies that they do not have Social Security numbers *(24 CFR 5.216)*
5. Meets or exceeds the Applicant Suitability Screening set forth in Section XI of this Policy *(24 CFR 960.205)*, which may including attending and successfully completing an Authority pre-occupancy orientation.

## **VI. APPLICATIONS FOR ADMISSION**

### **A. General Conditions**

1. Under no circumstances will anyone be denied the right to request or submit an application for housing, unless the Authority has publicly announced the temporary closing of all or part of the Waiting List (see Section IX)
2. Applications will be accepted at 131 Starr Place, Grapevine, Texas 76051 during the days and hours as designated at the time of the opening of the waiting list.
3. A completed written application form, signed by Head, Co-Head or Spouse of the applicant family, will be obtained from all applicants seeking admission to housing. All applicants over the age of 18 years must provide a social security card, driver's license or state

issued identification card to be photocopied and attached with application.

4. All application will be accepted by mail, unless special arrangements are requested and approved by the Authority. Applications received by mail will be dated as of the date of the next regular business day. On that date the applicant will then be placed on the Waiting List.
5. At the time the applicant comes to the office to pickup an application, the Authority staff will provide the applicant with information explaining the application, verification and screening process for admittance into the program.
6. At the initial visit, the family will be provided with the application and instructions to complete, sign and mail the application form back with photo copies of picture ID and social security card of applicant. It is important at the first visit that enough information is obtained to make a preliminary determination of eligibility.
7. The Authority will work on the assumption that the facts certified to by the applicant in the application are correct, although all those facts will be subject to verification later in the application process.
8. As soon as the Authority has a completed, signed application form, the application will be marked with the date, time and preference priority and immediately placed on the Waiting List, which is subdivided according to number of bedrooms and type (elderly/non-elderly).
9. Every applicant who submits a completed, signed application form with proper identification will be placed on the Waiting List regardless of whether or not the applicant initially appears eligible.

B. Preliminary Determination of Eligibility

1. Within approximately thirty (30) days following the interview a preliminary review of the applicant's file will take place to check for apparent eligibility or ineligibility based on the statements made on the application and signed certifications.
2. A review of Authority internal records will be made to determine if an applicant has participated in any of the programs

administered by this Authority or any other Housing Authority and left the program owing unpaid rent, damages, vacancy loss, or other charges. Such an applicant will not be determined eligible until all funds are repaid in full.

3. Applicant Determined Preliminarily Ineligible:

a. An applicant who is determined to be ineligible because of information on the application (e.g., over income) or a record of a prior eviction from public housing or debts owing, will be notified in writing of the ineligibility. Notice will:

1) specify reasons why ineligible

2) inform applicant that he or she has ten (10) days after receipt of this notice to request a hearing (see Section XII) in writing.

3) If the only reason for denial is money owed to the Authority or another housing agency, inform applicant that he or she has fourteen (14) days to repay the debt or be removed from the waiting list.

a. Applicant is removed from Waiting List.

b. Once the decision to deny is made, the application will be filed and kept for three (3) years.

1. Applicant Determined Eligible:

Eligible applicants will be notified in writing or by telephone, of the following:

a. an approximate date applicant is to be housed, determined to the best of the Authority's ability.

b. That it is their responsibility to submit the rest of their documents, if applicable, within the next six (6) months, as well as report any change in income priority status.

c. That they will receive notification from the



Authority when their name is close to the top of the Waiting List and final verifications are to be processed

- d. That, if they do not hear from the Authority by the end of the six (6) month period, it is their responsibility to contact the Authority to update their information and express interest in remaining on the Waiting List. Otherwise, they will be dropped from the List unless they have, at initial application, requested assistance with communication as a reasonable accommodation of their disability. Such assistance in updating the Waiting List could include the Authority contacting the applicant with a disability or a designed friend, relative or representative, rather than requiring the applicant to contact the Authority.

C. The Waiting List will reflect for each application the following information and will be consistent with Title VI objectives and other requirements:

1. the date and time of receipt; race and ethnicity of head of household
2. Income priority status
3. the determination by the Authority as to preliminary eligibility or ineligibility
4. date determined eligible or ineligible
5. the unit size(s) for which eligible
6. the date, location, identification and circumstances of each vacancy offered and accepted or denied.

D. Time Table for Final Verifications

1. Final verification of all application information submitted by the family will be conducted no earlier than ninety (90) days prior to the estimated time the applicant will be offered a unit.
2. When an applicant is approximately within thirty (30) days of being at the top of the Waiting List, Authority staff will begin the applicant screening process, according to Section XI and the Authority's Screening Procedures (Exhibit 3).
3. If there is no one on the Waiting List, verifications and screening

will begin immediately after all completed application paperwork has been submitted by the family.

## **VII. ADMISSION PRIORITIES AND SPECIAL CIRCUMSTANCES**

A. The Local Preference, the Grapevine Housing Authority has adopted is as follows:

1. Residents of Grapevine, Texas whose head of household or spouse meets one of the following requirements:
  - a. Employed
  - b. Receive Social Security benefits and/or SSI benefits
  - c. Receive Pension/Retirement benefits
  - d. Receive TANF
  - e. Receive Child Support
  - f. Verifiable Self Employment (Tax ID Number)
  - g. Other

Documentation required

Non Residents whose head or spouse works in Grapevine will qualify for Preference #1 (Documentation Required)

1. Residents of Grapevine, Texas who are victims of domestic violence and whose children have been referred by the Texas Department of Human Services, Protective Services Dept. Grapevine Housing shall determine that domestic violence has occurred and/or is a continuing situation. Police report may be required.
2. Residents of Grapevine, Texas who are enrolled in job training programs.

### **NON RESIDENTS**

3. Non-residents of Grapevine, Texas whose immediate family is a resident of Grapevine, Texas.
4. Non-residents whose head of household or spouse meets one of the

following requirements:

- a. Employed
- b. Receive Social Security benefits and/or SSI benefits
- c. Receive Pension/Retirement benefits
- d. Receive TANF
- e. Receive Child Support
- f. Verifiable Self Employment (Tax ID Number)
- g. Other

#### Documentation Required

5. Non-residents who are victims of domestic violence and families whose children have been referred by the Texas Department of Human Services. Grapevine Housing shall determine that domestic violence has occurred and/or is a continuing situation. Police report may be required. (Documentation required)
6. Non-residents who are enrolled in job training programs.
7. UNABLE TO CLAIM A PREFERENCE.

An applicant will be required to provide documentation in order to claim a preference. If unable to provide documentation the Grapevine Housing Authority will notify applicant in writing that they do not qualify for a local preference.

The applicant will be informed that they have (10) ten working days to request a review of the Agency's decision.

Date of Application for applicants who are able to claim a non-residence preference, will be assisted after two years, according to the date and time of making application. After all applicants who were able to claim a preference are assisted, the Grapevine Housing Authority will then assist other applicants or families who are unable to claim preference according to date and time of making application.

#### **B. Deconcentration and Income Targeting**

In its assignment of units, the Authority will, to the maximum extent possible, avoid concentration of the most economically and socially deprived families in any one or all of its developments, in an attempt to achieve a broad range of incomes.

1. Applicants will be grouped according to the following priorities based on income ranges:
  - a. Priority 1: Families with incomes between 0% and 30% of the area median income
  - b. Priority 2: Families with incomes between 31% and 80% of the area median income (target is 60% of admissions)
2. As required by the *Quality Housing Responsibility Act of 1998*, at least **40 percent** of the families admitted during the fiscal year **must be** admitted from Priority 1. In order to ensure that at any given time the Authority has not fallen below the required 40%, the following test (see worksheet in Addendum B) will be performed prior to each new admission:
  - a. Determine total number of admissions since start of the fiscal year
  - b. Add one to this total (the applicant about to be housed)
  - c. Determine number of families housed to-date with incomes at or below 30% of median
  - d. Divide c by d
    - 1) if the result is .40 or greater, next admission may have an income greater than 30%
    - 2) If the result is less than .40, the next admission must have an income at or below 30% of median.
3. In order to prevent or correct concentrations of the lowest income families in any one project or portion of project, the Authority may skip over a Priority 1 family on the Waiting List in order to house a Priority 2 family with higher income.
  - C. When selecting a family for a unit in housing designated for elderly families, the Authority will give a priority to elderly and near elderly; in housing designated for disabled families only disabled families will be admitted.
  - D. When selecting a family for a unit with accessible features, the

Authority will give priority to families that include disabled persons who can benefit from the unit's features.

- E. If no family needing accessible features can be found for a unit with accessible features, the Authority will house a family not needing the features, subject to the procedures described in the Tenant Selection and Assignment plan described in Section XIII Under this Policy. A non-disabled family in an accessible unit will be required to move so that a family needing the unit features can take advantage of the unit and no grievance may be lodged.
- F. Over-Income Families *(for PHAs under 250 units)*. If there are vacant Units and there is no one on the waiting list
  1. the Authority will post the availability of the unit for 30 days.
  2. a family wanting to lease the unit may do so on a month to month basis until an eligible family applies.
  3. if an over-income family becomes available to fill the unit before the advertising period is up; the Authority may move the family into the unit.
  4. A market rate rent will be charged for the unit.
  5. When an eligible family becomes available, the over-income family will be given 30 days notice to vacate
- G. If determined necessary to increase security within a project, the Authority may rent a unit to a police officer who is not otherwise eligible.
  1. Rent and terms of the lease will be negotiated between the Authority and the officer.
  2. Officer must be employed full-time as a professional officer licensed by a federal, state or local government agency.

### **VIII. OCCUPANCY STANDARDS**

- A. It is the Authority's policy that units should be occupied by families of the appropriate size. This policy maintains the usefulness of the units while preserving them from excessive wear and tear.

- B. The following minimum and maximum number of persons per unit guide will govern the number of bedrooms required to accommodate a family of a given size and composition:

<b>Occupancy Guidelines</b>		
<u>Number of Bedrooms</u>	<u>Minimum</u>	<u>Maximum</u>
0	1	1
1	1	2
2	2	4
3	3	6

- C. Families may choose to be placed on the waiting list for a unit one bedroom size smaller than that designated on the chart. A family that chooses to occupy a smaller size unit can not request a transfer until their family size changes.
- D. Under the minimum-number-of-persons-per-unit standard, generally two people will share a bedroom, except that units will be so assigned that:
1. It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom **except at the request of the family.**
  2. Exceptions to these standards may be made in the case of reasonable accommodations for a person with disabilities.
  3. An unborn child will not be counted as a person in determining unit size. A single pregnant woman may be assigned to a one bedroom unit.
  4. In determining unit size, the Authority will consider a child who is temporarily away from home because of placement in foster care, kinship care or away at school.
  5. Two children of the opposite sex will not be required to share a bedroom **except at the request of the family.** Two children of the same sex is expected to share a bedroom, regardless of their ages.
  6. The living room or dining room will not be considered as a bedroom when determining the minimum size unit for which a family qualifies.
  7. A single head of household parent will not be required (but may choose) to share a bedroom with his/her child.

8. A live-in attendant may be assigned a bedroom.
  9. For verified reasons of medical or health problems, a separate bedroom may be provided for an individual family member.
  10. A single person who is not elderly or disabled may not be placed in a larger than one bedroom unit.
- E. At the discretion of the Authority, families may be permitted to exceed the maximum as shown on the chart when the family requests such occupancy, and when the Authority determines that the unit in question is large enough.
- F. In any case, no larger unit will be held vacant due to lack of appropriate sized family on the Waiting List, if it is not financially feasible to do so.
- G. In assigning unit sizes, the Authority will take into account different cultural standards, length of time the family would have to wait for smaller versus larger units, and the age, relationship and sex of family members. *(related language recommended by HUD)*

## **IX. THE WAITING LIST**

- A. General Management
1. It is the policy of the Authority to administer its Waiting List as required by the regulations at 24 CFR 960.
  2. The Authority, at its discretion, may restrict application intake, suspend application intake, and close Waiting Lists in whole or in part. The Authority may open or close the list by unit size or type available.
  3. At the time of initial intake, the Authority will advise families of their responsibility to notify the Authority when their circumstances, mailing address or phone numbers change.
- B. Closing the Waiting List
1. Decisions about closing the Waiting List will be based on
    - a. the number of applications available for a particular size and type of unit,
    - b. the ability of the Housing Authority to house an applicant

in an appropriate unit within a reasonable period of time

2. Decisions to close the Waiting List, restrict intake or open the Waiting List will be posted at the GHA Administrative Office and publicly announced.
3. During the period when the Waiting List is closed, the Authority **will not** maintain a list of individuals who wish to be notified when the waiting list is re-opened
4. When the waiting list is closed or re-opened, a 30 day notice of intent to close will be posted in a public place. The sign will indicate which parts of the Waiting List are affected (program, type and bedroom size).

#### C. Removal of Applications from Waiting List

1. The Authority will remove an applicant's name from the Waiting List under the following circumstances:
  - a. The applicant requests that the name be removed.
  - b. The applicant has failed to advise the Authority of his/her continued interest in being on the Waiting List. The Authority requires applicants to notify the Authority of continued interest on a six **(6) month** basis (*subject to reasonable accommodation for persons with disabilities—see Section IV B 4 b*) This includes advising the Authority of any changes in family status, priority status, or in physical or mailing address.
  - c. The Authority has made reasonable efforts to contact the applicant to schedule interviews or obtain information necessary to complete the application process and the applicant has failed to respond. In this case, the Authority will notify the applicant in writing or by telephone that he/she has ten **(10) working days** within which to reschedule the interview or provide the needed information. If applicant fails to respond within that period, the application will be withdrawn.
  - d. The applicant has failed to pay an outstanding balance owed to the Authority.
  - e. The Authority has notified the applicant of its intention



to remove the applicant's name because the applicant was determined ineligible based on preliminary information on the application or pursuant to the verification process. In this case, the applicant may request an Informal Hearing for Denials (see Section XII), if he/she responds within five **(5) working days** of receipt of the written notification.

2. The Authority will consider mitigating circumstances such as disabilities, health problems or lack of transportation in determining if the application should be withdrawn.
3. Persons whose applications are withdrawn or who are denied may not reapply for twelve (12) months from the date of withdrawal or denial.

## **X. VERIFICATIONS**

### **A. General Policies**

1. As families approach the top of the Waiting List, no earlier than ninety **(120) days** prior to offer, the Authority will begin to verify the following items according to the Authority's **Verification Procedures** and in accordance with verification guidance provided by HUD in PIH Notice 2004-01 and any subsequent guidance issued by HUD.
  - a. Family Composition and type
  - b. Annual Income
  - c. Assets and Asset Income
  - d. Deductions from Income
  - e. Social Security Numbers of all Family Members Age 6+
  - f. Information used in Applicant Screening
  - g. Citizenship or eligible immigration status
2. Verification Procedures will be modified as needed to accommodate persons with disabilities.
3. The Authority will handle information obtained through the verification

process in accordance with the Authority's **Records Management Policy**.

4. Applicants/residents will not be charged for any cost related to verification of information.
5. Consent Forms: Applicants must cooperate fully in obtaining or providing the necessary verifications.
  - a. All adult applicants must sign form HUD-9886, Authorization for Release of Information. The purpose of this form is to facilitate automated data collection and computer matching from specific sources. This form covers only release of information on earned income and unemployment income to the PHA and IRS/SSA information to HUD.
  - b. Only HUD is authorized to collect information directly from IRS and Social Security Administration.
  - c. Adult family members will be asked to sign release or other forms as needed to collect information to determine family's eligibility and level of assistance.
  - d. If any family member who is required to sign a consent form fails to do so, the Authority will deny admission to applicants and terminate assistance of existing residents. The family may request an informal hearing in accordance with Section VII.
6. The Authority is authorized by HUD to use five methods to verify family information, in the following order of priority
  - a. Up-front Verification whenever available
  - b. Third-Party Written Verification
  - c. Third-Party Oral Verification
  - d. Review of Documents
  - e. Self-Certification
7. When up-front verification is not available, the Authority will diligently seek third-party verifications using a combination of written and oral requests to verification sources. Information received orally from third

parties may be used either to clarify information provided in writing by the third party or as independent verification when written third-party verification is not received in a timely manner. (24 CFR 960.259(c)(1))

8. The Authority will document the reasons when the Authority uses a lesser form of verification than third-party.
9. When Third-Party Verification is not required
  - a. When legal documents are the primary source, such as birth certificates or other legal documentation of birth, third-party verification is not required.
  - b. The Authority will accept a self-certification from a family as verification of assets disposed of for less than fair market value.
  - c. The Authority will use review of documents instead of third-party verification when the market value of an asset is less than \$500 annually and the family has original documents that support the declared amount.
  - d. When it is known that an income source does not have the ability to provide written or oral third-party verification, e. g., the source's privacy rules prohibit the source from disclosing information, the Authority will rely on viewing of documents.
  - e. The Authority will determine that third-party verification is not available when there is a service charge for verifying an asset or expense and the family has original documents that provide the necessary information. If the family cannot provide the original documents, the Authority will pay the service charge required unless it is not cost effective. (cost of postage and envelopes to obtain third-party verifications is NOT considered unreasonable cost.)
10. Self Certification
  - a. The Authority may require a family to certify that a family member does not receive a particular type of income or benefit.
  - b. The self-certification must be made in format acceptable to the Authority and must be signed by the family member whose information or status is being verified.
  - c. Certifications must be signed in the presence of Authority

representative.

11. Verification Documents

- a. Any family-supplied documents used for verification must be originals not photocopies, which are not more than sixty (60) days old.
- b. Documents must not be damaged, altered or illegible.
- c. The Authority will accept a document dated up to six (6) months before the effective date of the family's re-examination if the document represents the most recent scheduled report from a source, e.g., if the holder of a pension annuity provides semi-annual reports, the Authority would accept the most recent report.
- d. Print-outs from Internet pages are considered original documents
- e. Staff members who view an original document must make a photocopy, annotate the copy with the name of the person who provided the document and the date the original was viewed. The staff member must then sign the copy.
- f. Family self-certifications must be made in a format acceptable to the Authority and must be signed in the presence of an Authority representative.

12. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that the Authority followed all of the Authority's policies and procedures for verification. The documentation should allow a staff member of HUD reviewer to understand the process followed and conclusions reached.

13. Age of Verifications

- a. Only verified information that is less than ninety (90) days old may be used for certification or re-certification.
- b. Verified information that is more than ninety (90) days old must be re-verified before the family is housed.

- c. Verified information not subject to change, such as birth dates need not be re-verified at reexamination.
14. All information provided to the Authority relating to incidents of domestic violence, including the fact that an individual is a victim of domestic violence, dating violence, or stalking, will be retained in confidence by the Authority and will be neither entered into any shared database nor provided to a related entity, except to the extent that the disclosure is (1) requested or consented by the individual in writing; (ii) required for use in an eviction proceeding or termination of assistance or (iii) otherwise required by applicable law.

**B. Social Security Numbers (24 CFR 5.210)**

- 1. Families are required to provide a Social Security Number for all family members age 6 and older prior to admission, if they have been issued a number by the Social Security Administration. All applicable members of the family must either
  - a. submit Social Security Number documentation; or
  - b. sign a certification if they have never been issued or assigned a Social Security Number
- 2. If the individual is under 18, the certification must be executed by his or her parent or guardian.
- 3. If the family member who has signed a certification later obtains a number, it must be disclosed at the next regularly scheduled income reexamination (for residents)
- 4. The Authority cannot require an individual who does not have a number, to obtain one.

**C. Citizenship Verification**

Verification of citizenship or eligible immigration status will be carried out in accordance with the Authority's **Verification Procedures**.

- 1. In the case of a "Mixed Family" applicant, a member who is a non-citizen not claiming to have eligible status must sign, or must have another family member sign, a certification that they do not have eligible status.

2. If no family member is determined to be either a citizen or an eligible immigrant, the family will be denied assistance.
3. Restrictions on Denial, Delay or Termination of Assistance.

Assistance **may not** be denied or delayed (or in case of re-examinations, reduced or terminated) on the basis of immigration status if:

- a. verification requests were submitted in a timely manner but Department of Homeland Security has not completed the procedure
- b. the family member for whom required evidence has not been submitted has moved from the assisted unit (*applicable to re-examinations*)
- c. the family member who is determined not to be eligible following verification process has moved from the assisted unit (*applicable to re-examinations*)
- d. the Dept. of Homeland Security appeals process has not been completed (*24 CFR 5.514*)
- e. Assistance is prorated according to 24 CFR 5.520 for a mixed family
- f. Assistance for a mixed family is continued in accordance with 24 CFR 5.516 and 5.518 (*applicable to re-examinations*)
- g. Deferral of termination of assistance is granted in accordance with 24 CFR 5.516 and 5.518 (*applicable to re-examinations*)
- h. Informal hearing process has not been completed (*24 CFR 5.514*)

4. Denial or Termination of Assistance.

Assistance **shall be** denied (or in the case of existing residents, terminated) if

- a. Evidence of citizenship and eligible immigration status is not submitted by the family within the required time frame or within any extension granted.

- 1) Extensions may be granted, in writing, for no more than thirty (30) days
  - 2) Denial of extensions will also be in writing, with reasons provided.
- b. Evidence of citizenship and eligible immigration status was timely submitted but Dept. of Homeland Security verifications do not verify eligible immigration status and
- 1) family does not pursue Dept. of Homeland Security appeal or informal hearing rights, or
  - 2) Dept. of Homeland Security appeal and informal hearing rights are pursued but final decisions are against the family
- c. Authority determines that a family member has knowingly permitted another ineligible individual to reside on a permanent basis in the assisted unit (without the Authority's knowledge and without the assistance having been prorated because of this individual) *In such case, termination will be for at least twenty four (24) months.*
5. Notice of Denial (or termination). Notice shall state:
- a. that assistance will be denied or terminated and give the reason
  - b. that family may be eligible for prorated assistance
  - c. in case of existing resident, the criteria and procedures for obtaining relief under the provisions for preservation of families.
  - d. that family has right to appeal the Dept. of Homeland Security results and submit additional documentation supporting the appeal
  - e. that family has right to request an informal hearing with the Authority either upon completion of Dept. of Homeland Security appeal or in lieu of Dept. of Homeland Security appeal.
  - f. for applicants, that assistance may not be delayed until the conclusion of the Dept. of Homeland Security appeal, but may be delayed during the pending of the informal hearing process.

6. Appeal to Dept. of Homeland Security
  - a. After the Authority notifies family of the results of the Dept. of Homeland Security verification, the family has thirty (30) days to send to Dept. of Homeland Security for an appeal:
    - 1) a cover letter indicating their request for an appeal of the verification results
    - 2) any additional documentation supporting the appeal and a copy of the verification request form used to process the secondary verification
  - b. Family must provide the Authority with a copy of the written request and proof of mailing.
  - c. Within thirty (30) days of receipt of the request, Dept. of Homeland Security will render a decision or notify the family of the reasons for any delay.
  - d. Upon receipt of Dept. of Homeland Security decision, the Authority will notify the family of its right to request an informal hearing on the ineligibility determination.
7. Informal Hearing
  - a. Family may request a hearing in lieu of an Dept. of Homeland Security appeal or following it.
  - b. Family must request the hearing within thirty (30) days of the notice of ineligibility determination based on immigration status by the Authority, if it does not wish to appeal to DHS; if it has appealed to Dept. of Homeland Security, then the family must request the hearing within thirty (30) days of the Dept. of Homeland Security appeal decision.
  - c. The hearing will be conducted according to the Authority's informal hearing procedure as outlined in Section XII.
  - d. The Authority will provide the family with a written final decision and the reasons for that decision, based solely on the facts presented at the hearing, within fourteen (14) days of the date of the informal hearing.



8. Retention of documents. The Authority will retain for a minimum of five (5) years all of the documents related to the Dept. of Homeland Security appeal or informal hearing process. (24 CFR 5.514)

## **XI. APPLICANT SUITABILITY SCREENING**

- A. It is the Authority's policy that all applicants will be screened in accordance with HUD regulations (*24 CFR 960*) and the Authority's **Screening Procedures**. Otherwise eligible applicants will be screened and those who meet the screening criteria will be considered suitable for housing, as follows:
  1. Past performance in meeting financial obligations, particularly rent, is satisfactory (where nonpayment or late payment of rent has occurred, Authority will take into account extenuating circumstances, such as family illness, loss of job, etc., that may have caused the delinquency).
  2. No record of disturbance of neighbors, destruction of property, or living or housekeeping habits which adversely affect the health, safety or welfare of other residents (*this includes alcohol abuse where the abuse results in behavior which interferes with the health, safety, or right to peaceful enjoyment of premises by other residents*)
  3. No history of criminal activity involving crimes of physical violence to persons or property; possession, sale or use of illegal substances; or any other criminal acts that adversely affect the health, safety or welfare of themselves or other residents
- B. Persons with Disabilities: The Authority may not compel any applicant to reveal information about the nature and extent of an applicant's disability as a routine part of the application process. However, the Authority may.
  1. ask all applicants whether they need any special features in their units or any special processing (reasonable accommodation) because of a disability (*to qualify for the special unit features or reasonable accommodation, the applicant must document that the family includes someone who needs the unit features or the reasonable accommodation*)

2. ask all applicants whether the head or spouse is a person with a disability for the purposes of qualifying the family for
  - a. the \$400 disabled family deduction from income
  - b. if a non-elderly family, the deduction of non-reimbursed medical expenses (*unless the head or spouse is documented to be a person with a disability, the family cannot receive this deduction*)
3. ask all applicants claiming work-related disability expenses to provide documentation of the presence of a person with a disability.

C. The following persons will be denied admission

1. Persons who have been evicted from any federally-assisted housing because of drug-related criminal activity are ineligible for admission to public housing for a three (3) year period beginning on the date of such eviction. This may be waived by the Authority if
  - a. the person demonstrates successful completion of a rehabilitation program approved by the Authority
  - b. circumstances leading to the eviction no longer exist, e.g., the individual involved in the drug-related activity is no longer in the household because the person has died or is imprisoned.
2. Persons engaging in illegal use of a drug will be denied admission if:
  - a. The Authority determines that any household member is currently engaging in illegal use of a drug; a household member is "currently engaged in" the criminal activity if the person has engaged in the behavior recently enough to justify a reasonable belief that the behavior is current)
  - b. If the 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.
3. Persons convicted of drug-related criminal activity for manufacture reproduction of methamphetamines on the premises of federally

assisted housing are permanently prohibited from admission.

4. Persons subject to a lifetime registration requirement under a State sex offender registration program are permanently prohibited from admission.
5. Persons who have demonstrated a pattern of alcohol abuse that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

D. Methods of screening: Authority will according to the **Screening Procedures (Exhibit 3)**

1. complete a rental history check on all applicants.
2. complete a criminal background check and sex offender check on all applicants 18 years of age or older. Criminal check will be conducted according to the Authority's **Criminal Screening Policy (Exhibit 14)**.
3. conduct personal interviews

E. In the event of receipt of any unfavorable information regarding conduct of the applicant or a household member of an applicant family, the Authority will give consideration to the time, nature and extent of applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct or financial prospects in determining eligibility of the applicant. Factors to be considered will include:

1. Evidence of rehabilitation;
2. Evidence of applicant family's participation or willingness to participate in social service or other appropriate counseling service programs and the availability of such program;
3. Evidence of the applicant's willingness to attempt to increase family income and the availability of training or employment programs in the locality.
4. Willingness to exclude a family member who falls into one of the categories in "C" above.
5. Evidence that criminal activity relates to a domestic violence situation.

- F. The Authority may, where a statute requires that the Authority prohibit admission for a prescribed period of time after some disqualifying behavior or event, choose to continue that prohibition for a longer period of time.
  
- G. **Misrepresentations: If misrepresentations on the Application for Admission re determined before the family is housed, the family will be denied housing. If misrepresentations result in housing an ineligible or unsuitable family, the family may be required to vacate even though currently eligible. If misrepresentation or failure to provide facts has resulted in payment of a lower Total Tenant Payment than should have been paid, the family will be required to pay the difference between the Total Tenant Payment paid and the amount which should have been paid. In justifiable cases, the Authority may take such other action as deemed reasonable.**

## XII. INFORMAL HEARING FOR DENIALS

- A. All applicants who are denied by the Authority will receive a letter that informs them of their right to request in writing, within ten (10) days of receipt of the denial letter, a hearing with the Executive Director or his/her designee.
  
- B. A hearing may be requested as a result of denial based on preliminary application information or on results of the final verification and screening process.
  
- C. Upon receipt of the applicant's written request, the Authority and applicant will agree on a time for an informal hearing, which should occur within the 30-day period following the denial date.
  
- D. During the hearing, the applicant will be afforded an opportunity to present evidence rebutting the grounds for denial.
  
- E. The hearing will conform to the following procedures:
  - 1. If the decision to deny admission is based on allegations by a third party, the Authority **will attempt** to have the third party present.
  
  - 2. The Authority staff person who made the decision must be present to provide available facts and to be questioned.

3. The decision must be based solely on evidence presented at the hearing.
  4. The applicant has a right to inspect his/her file.
- F. If, as a result of information presented by the applicant at the Informal Hearing, the Authority reverses its decision to deny the applicant, no new application is required and the applicant will be returned to the appropriate spot on the Waiting List.
- G. If the applicant does not request a hearing within the designated period, he/she waives his/her right to a hearing.

### **XIII. TENANT SELECTION AND ASSIGNMENT**

A. Policy

It is the Authority's policy that each applicant will be assigned his/her appropriate place on one Community-Wide Waiting List in sequence based upon date and time the application is received, type and size of unit needed. Exceptions will be permitted only to comply with Court Orders, Settlement Agreements, or when approved in advance by Fair Housing and Equal Opportunity.

B. Method of Applicant Selection

1. The Authority will first match the characteristics of the applicant to the unit available, including size, type and special features of the unit (e.g., accessible) and any priorities for admission required for designated or mixed population housing.
2. Further, in the selection of a family for a unit with accessible features the Authority will give priority to families that include a person with disabilities who can benefit from the unit features. *(24 CFR 8.27)*

C. Assignment Plan

1. The selection and assignment of applicants to suitable housing will

assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, age, familial status, national origin, or disability.

2. Each qualified applicant first in sequence on the Waiting List will be made **one** offer of a unit of appropriate size. If more than one unit of the appropriate size is available, the first unit offered will be the one that will be ready for occupancy first.
3. The applicant has three (**3**) working days from the date the offer is made (by phone, registered mail or the method of communication designated by the applicant) to accept the offer.
4. If the applicant does not accept the offer, he/she will be moved to the bottom of the Waiting List. Applicant will be removed from the Waiting List after the third offer is passed up.
5. If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents to the satisfaction of the Authority, clear evidence (**“good cause”**) that acceptance of the offer of a suitable vacancy will result in undue hardship or handicap not related to considerations of race, color, sex, religion, or national origin, the applicant will not be dropped from the Waiting List.
6. Examples of good cause reasons for refusal of an offer include, but are not limited to:
  - a. inaccessibility to source of employment, education, job training, day care, special schools for disabled children, etc.
  - b. presence of lead paint in the unit offered when the applicant has children under the age specified by current law.
  - c. verified reasons the location would place a family member's life, health or safety in jeopardy.
  - d. a health professional verifies temporary hospitalization or recovery from an illness or need for a live-in aide to care for the principal household member
  - e. unit is inappropriate for applicant's disabilities, or the family does not need the accessible features offered by the unit; does not want to be subject to a 30-day notice to move.

#### D. Dwelling Units with Accessible/Adaptable Features

1. Before offering a vacant accessible unit to a non-disabled applicant, the Authority will offer such units:
    - a. First, to a current occupant of another unit of the same development, or other public housing development under the Authority's control, having a disability that requires special features of the vacant unit (transfer)
    - b. Second, to an eligible applicant on the Waiting List having a disability that requires the special features
  2. When offering an accessible/adaptable unit to a non-disabled applicant, the Authority will require the applicant to sign an agreement to move to an available non-accessible unit within thirty **(30) days** when either a current resident or an applicant needs the features of the unit. This requirement will be reflected in the lease agreement signed with the applicant.
- E. Initial intake, Waiting List management, screening and offers of housing will be made from the central Authority office. The Authority will maintain a record of units offered, including location, date and circumstances of each offer, and each acceptance or rejection, including the reason for the rejection.
- F. Transfers will be permitted according to the Authority's transfer policy described in Section XIV.

#### **XIV. TRANSFERS**

- A. The Authority will maintain a list of families (by number of bedrooms) that need to be transferred. Families in efficiency units may request in writing to transfer to a one bedroom after two (2) years if in good standing as follows:
1. Pay rent on time
  2. Comply with Housekeeping Policy
  3. No unauthorized occupancy violations.
- Families that are not in good standing due to lease violations may request to transfer but will have to pass a probation period as determined by Management.
- B. The family name shall be placed on this list on the day the Authority becomes aware of family composition change or other circumstances requiring a

change.

- C. Families that are under housed will be given priority over families that are over housed.
- D. Families needing special consideration because of a documented disability will be accommodated before under and over housed families, whenever possible.
- E. Emergency and certain administrative transfers will take priority over new admissions, as follows:
  - 1. condition of the unit poses an immediate threat to the resident's life, health or safety, as determined by the Authority. Examples are:
    - a. defects hazardous to health or safety need to be repaired
    - b. verified medical problems of a life-threatening nature need to be alleviated
    - c. threat assessment by a law enforcement agency that a family member is in danger of attack by criminal element or subject to hate crimes in a particular property or neighborhood
  - 2. unit is slated for modernization
  - 3. individuals needing an available unit that is accessible or adapted for use by handicapped or disabled
- F. Residents will be transferred to a dwelling unit of equal size, either within a location or site or between locations or sites **only** to alleviate hardships as determined by the Authority.
- G. The Authority will not require a family residing in a unit too large for its needs to transfer into a smaller unit unless the Waiting List reflects a need for the occupied unit.
- H. Residents will receive one offer of a transfer. Refusal of that offer without good cause shall result in removal from the transfer list. The "good cause" standard that is applicable to new admissions will also apply to transfers.
- I. The cost of transfers to correct occupancy standards will be the responsibility of the family.



## **XV. LEASING** (24 CFR 966)

- A. It is the Authority's policy that all units must be occupied pursuant to a lease that complies with HUD's regulations (24 CFR 966)
- B. The Authority shall utilize a **Lease**, incorporated into this Policy as **Addendum C**, which:
  - 1. Does not contain unreasonable terms and conditions;
  - 2. Obligates the Authority to maintain the project in a decent, safe and sanitary condition;
  - 3. Requires the Authority to give adequate written notice of termination of the Lease which will be:
    - a. Fourteen **(14) days** in the case of nonpayment of rent or chronic late payment of rent
    - b. A reasonable period of time considering the seriousness of the situation (but not to exceed thirty (30) days). In most cases it will be three (3) days.
      - 1) if the health or safety of other residents, Authority employees or persons residing in the immediate vicinity of the premises is threatened; or
      - 2) if any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or
      - 3) if any member of the household has been convicted of a felony.
    - c. Thirty **(30) days** in any other case
  - 4. Requires that the Authority may not terminate the tenancy except for serious and repeated violations of the terms or conditions of the Lease or for other good cause.
  - 5. At annual re-examination, the Authority may terminate the tenancy for noncompliance with the Community Service requirement.
  - 6. Is bifurcated in the event of domestic violence, dating violence, sexual

assault, or stalking so that the offending member of the household can be evicted.

- C. Each Lease will specify the
  - 1. unit to be occupied
  - 2. the date of admission
  - 3. the size of the unit to be occupied
  - 4. all family members who will live in the unit
  - 5. the Total Tenant Payment (gross rent) and security deposit to be charged
  - 6. the utility allowances
  - 7. other charges under the Lease
  - 8. terms of occupancy
- D. The Lease will be explained in detail to the applicant family before its execution.
- E. The Lease will be kept current at all times.
- F. Each adult member of the family accepted as a resident is required to sign the Lease prior to actual admission.
- G. One copy of the Lease will be given to the family and the original will be filed as part of the permanent records established for the family.
- H. The Lease package given to the family will include at a minimum:
  - 1. A copy of the Pet Policy and Pet Agreement, if applicable
  - 2. Parking Policy
  - 3. Lead Based Paint Brochure and Certification
  - 4. Smoke Detector Certification

5. Housekeeping Policy
  6. Grievance Policy
  7. Schedule of Other Charges
  8. Community Service/Self Sufficiency Policy and Certification Forms
  9. Rent Choice Certification
  10. Information on Minimum Rent Waivers for Hardship
  11. HUD-50066 Certification of Domestic Violence, Dating Violence or Stalking
- I. If a resident family transfers to a different unit, the existing Lease will be canceled and a new Lease for the new unit will be executed by each adult member of the family.
  - J. If any change in a family's status results in the need to change or amend any provisions of the Lease, or if the Authority desires to waive a Lease provision with respect to a family
    1. the existing Lease is to be canceled and a new Lease executed, or
    2. A Notice of Rent Adjustment is to be issued, or
    3. an appropriate rider to the Lease is to be prepared and executed by the Authority and the adult family members and made a part of the existing Lease.
  - K. Cancellation of a family's Lease will be in accordance with the provisions of the Lease.
  - L. The current **Grievance Procedure (Addendum I)** is incorporated into the Lease by reference.

## **XVI. ADDITIONS TO HOUSEHOLD AND VISITORS**

- A. Only those persons listed on the Lease will be permitted to occupy the unit

- B. Except for natural births to or adoptions by family members or court awarded custody, any family seeking to add a new member must request approval in writing prior to the new member occupying the unit
- C. Following receipt of a family's request for approval to add a new person to the Lease, the Authority will conduct a pre-admission screening of the proposed new member. Subject to the screening process and occupancy standards, the Authority will approve or disapprove the request.
- D. Children born to or adopted by a family member, under the age below which Juvenile Justice records are made available, or children added through a kinship care arrangement are exempt from the pre-admission screening process.
- E. Examples of situations where the addition of a family or household member is subject to screening are:
  - 1. Resident plans to be married and files a request to add new spouse to Lease
  - 2. Resident desires to take in a foster child over the age for which Juvenile Justice records are available
  - 3. Resident desires to add a live-in aide
  - 4. A unit is occupied by a remaining family member(s) under age (who is not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of household.
  - 5. The spouse of an existing resident has been released from prison and wishes to move in.
- F. Resident families who fail to notify the Authority of additions to the household or permit persons to join the household without undergoing screening are in violation of the Lease. Such persons are considered unauthorized occupants by the Authority and the entire household will be subject to eviction.
- G. Visitors
  - 1. may be permitted in a dwelling unit so long as the visitors have no previous history of behavior on Authority premises that would be a Lease violation.

2. Resident's occasional overnight guests are limited to no more than two nights per week without written approval from Management. Guests or visitors are allowed no more than fifteen (15) consecutive days within a twelve (12) month period, unless the Authority has provided prior written approval. (See Guest Policy, Addendum K)
- H. Roomers or lodgers will not be permitted to occupy a unit, nor will they be permitted to move in with any family occupying a unit.
  - I. Family members 18 or older or emancipated minors who move from the unit to establish new households will be removed from the Lease. The resident has the responsibility to report the move-out within thirty (30) days of its occurrence.
  - J. Residents will not be given permission to allow ex-residents of the Authority who have been evicted to occupy the unit for any period of time.
  - K. Applicable income (see Section IV, Annual Income) of individuals added to the Lease will be included in Annual Income and subsequently in determining new rent.

## XVII. INSPECTIONS

- A. Units shall be inspected:
  1. ***At move-in prior to occupancy:*** dwelling unit and premises will be inspected jointly by the applicant and Authority staff; at this time, both parties will agree on the move-in condition of the unit by signing an inspection check sheet. The original check sheet will be kept by the Authority and a copy will be given to the family.
  2. ***Every twelve (12) months*** (but not less than annually) Units will be inspected annually using HUD's Uniform Physical Conditions Standards guidelines.

Follow-up Inspections will be scheduled within forty five (45) days if housekeeping practices or other circumstances require. The inspection will serve as a guide in the determination of needed maintenance or repairs and to assess damage over and above normal wear and tear. Failure to maintain a safe, decent and sanitary dwelling unit and premises may result in Lease termination.

3. ***At move-out.*** inspection should be done with family, unless family has previously vacated the unit and is unavailable. In the latter case, Authority staff will conduct inspection independently.
  4. ***Special Inspections,*** if deemed necessary, may be performed after proper notice.
- B. Appropriate notice to the family prior to inspections will be in accordance with Section XI of the **Lease (Addendum C)**.

### **XVIII. SECURITY DEPOSITS**

A security deposit will be charged to resident families, payable prior to occupancy unless other arrangements are made, to cover the cost of property damage and/or abuse that is noted when the family vacates the unit. Amount of security deposit and provisions for refund are contained in the Authority's **Security Deposit Policy**, incorporated into this policy as **Addendum D**.

### **XIX. RESIDENT ORIENTATION**

Eligible applicants selected for admission will be required to participate in an orientation program conducted by the Authority to acquaint new resident families with such items as

- A. Authority policies, including Community Service Policy
- B. Lease
- C. Maintenance procedures
- D. Services provided by the Authority
- E. Grievance procedures
- F. Resident rights
- G. Responsibilities and obligations
- H. The operation of appliances and equipment in the unit

I. The Housekeeping Policy

**XX. INCOME DETERMINATION**

- A. HUD regulations at 24 CFR Part 5.609 define what is and what is not counted as income for purposes of eligibility and rent determination. Definition can be found in Section IV Definitions, Annual Income and in the Authority's **Income Determination Procedures (Addendum F)**.
- B. Income received by all family members must be counted UNLESS specifically excluded by the regulations.
- C. Family Composition and Impact on Income

It is the responsibility of the head of household to report changes in family composition which would affect total income and rent determination. The following outlines how income is affected by family composition.

1. Head, spouse or cohead and other adult family members - all sources of income not specifically excluded by regulation are counted.
2. Full-Time students 18 years of age or older (not head, spouse or cohead)
  - employment income above \$480 per year is excluded (24 CFR 5.609(c)(11))
  - all other sources of income, except those specifically excluded by the regulations are included.
3. Children under 18 years of age
  - all employment income is EXCLUDED (24 CFR 5.609(c)(1))
  - all other sources of income, except those specifically excluded by the regulations, are included.
4. Foster Children - Income from all sources is EXCLUDED (24 CFR 5.609(c)(2))
5. Live-In Aides - Income from all sources is EXCLUDED (124 CFR

5.609(c)(5))

6. Temporarily Absent Family Members - if member is approved to live in the unit, income will be counted even if family is temporarily absent. (see Section IV Definitions, for definition of *temporarily absent*)
7. If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted. If this person is elderly or disabled and was considered the head of household for deduction purposes, the family will lose the deduction(s) (elderly/disabled head and medical/disability expense deductions) unless another family member still in the household qualifies for these deductions.
8. Dependents who are subject to a joint custody arrangement will be considered a member of the family if they live with the family 50 per cent or more of the time.
  - a. When more than one family is claiming the same dependent(s) as family members, the family with primary custody at the time of initial examination or reexamination will be able to claim the dependent(s).
  - b. If there is a dispute, the Authority will make the determination based on available documents such as court orders or an IRS return showing which family has claimed the child(ren) for income tax purposes.
9. Caretakers for a Child or Children, if neither a parent nor designated guardian remain in a household
  - a. If a responsible agency has determined that another adult is to be brought into the dwelling unit to care for a child or an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.
  - b. If a caretaker has assumed responsibility for a child without the involvement of an agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for ninety (90) days. At the end of the ninety (90) days, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker's role is temporary. In such a case, the Authority will extend the



caretaker's eligible visitor status.

- c. At any time custody or legal guardianship is awarded to the caretaker, the caretaker will be placed on the lease as a family member and become subject to income and deduction rules.
  - d. During any period that a caretaker is considered a visitor, the income is not counted and the caretaker is not eligible for any deductions.
- D. The Authority is required to count all income "anticipated to be received from a source outside the family during the twelve (12) month period following admission or annual reexamination effective date" based on current circumstances.
- E. HUD authorizes the Authority to use other than current circumstances to anticipate income when:
- 1. An imminent change in circumstances is expected (e.g., a pending increase in Social Security)
  - 2. It is not feasible to anticipate a level of income over a twelve (12) month period (e.g., seasonal or cyclic income)
  - 3. PHA believes that past income is the best available indicator of expected future income (24 CFR 5.609(d))
- F. The Authority will calculate income to be used for rent calculation using the **Income Determination Procedures (Addendum F)**.

## **XXI. RENTS AND RENT ADJUSTMENTS**

### **A. Choice of Rent**

- 1. The family will have a choice of Tenant Rent, which will be either an income-based rent or the flat rent. The family will not be offered this choice more than once per year.
- 2. **Income-Based Rent** - Income-based rent is rent that is derived from a percentage of Income. If the family selects income-based rent, Total Tenant Payment (which includes an allowance for utilities) will be the greatest of the following:

- 1) 10% of Annual Income (Gross Income)
- 2) 30% of Adjusted Annual Income
- 3) Authority's minimum rent of \$50

**3. Flat Rents**

- a. Flat rents represent the actual market value of the Authority's housing units.
- b. The Authority will review flat rents annually and adjust as needed using the following information
  - 1) rents of non-assisted rental units in the immediate neighborhood
  - 2) size of Authority's units compared to non-assisted rental units from the neighborhood
  - 3) age, type of unit and condition of Authority's units compared to non-assisted units in the neighborhood
  - 4) land use in the surrounding neighborhood
  - 5) amenities (such as child care, laundry facilities, playgrounds, community rooms, social services, etc) at the Authority compared to those offered by non-assisted developments in the neighborhood
  - 6) crime in Authority's neighborhood and surrounding neighborhoods
  - 7) quality of schools serving Authority's development(s)
  - 8) availability of public transportation at each Authority development
  - 9) availability of accessible units for persons with disabilities
- c. Flat rents DO NOT include a utility allowance
- d. Once a family has selected flat rent, the rent will remain

constant throughout the twelve (12) months, even though the Authority may have adjusted the flat rent amounts during that period. If, at reexamination, the family chooses to remain on flat rent, the new amount will take effect.

- e. If, at any point between reexaminations, the family's income decreases, they may request to be put immediately back on income-based rent.
- f. The family may not switch back to flat rent before the next reexamination. If, before next reexamination, the family's income increases again due to a family member's finding employment and the income-based rent would exceed the flat rent amount, the family will be placed on Ceiling Rent until the next reexamination. At the next reexamination, family may be placed back on flat rent.
- g. **Flat Rent** - the flat rents are as follows:
  - 1) 0-Bedroom Unit =           \$220
  - 2) 1-Bedroom Unit =           \$287
  - 3) 2-Bedroom Unit =           \$404
  - 4) 3-Bedroom Unit =           \$469

**B. Ceiling Rent**

- 1. Ceiling rents may not exceed 75% of operating expense for the development or the applicable flat rent for a unit.
- 2. Ceiling rents are maximum rents that will be used only in interim situations where a family is not eligible for flat rent and the income-based rent would be greater than the flat rent amount.
- 3. Ceiling rents include utility allowances.

**C. Prorated Rent for Mixed Families**

If a mixed family requests prorated rent, the Authority will make it available as required in 24 CFR 5.520 and compute rent according to instructions in the Authority's **Rent Calculation Procedures (Addendum F)**.

D. **Minimum Rent** - the minimum rent is \$50, which includes a utility allowance.

E. **Hardship Cases**

1. The family may apply for a waiver of the minimum rent if one of the following situations occurs
  - a. The family has lost eligibility for or is awaiting federal, state or local assistance, including a family that includes a member who is a noncitizen lawfully admitted for permanent residence.
  - b. Income has decreased because of a change in circumstances, including loss of employment
  - c. A family member has died
  - d. When the family would be evicted as a result of the imposition of the minimum rent requirement
2. When the family requests a hardship waiver, the minimum rent requirement will be immediately suspended pending determination by the Authority of the family's eligibility for the suspension.
3. Family determined ineligible for hardship waiver:
  - a. If it is determined by the Authority that the family does not qualify for the hardship, the minimum rent will be reinstated plus any back minimum rent owed for the period the rent was suspended.
  - b. Family may appeal the determination through the Authority's **Grievance Procedure (Addendum I)**
  - c. A family who appeals a financial hardship determination through the **Grievance Procedure** is exempt from any escrow deposit required.
4. Family determined eligible for hardship waiver
  - a. Temporary Hardship--less than ninety (90) days  
If the Authority determines that the hardship is temporary, the minimum rent will be imposed, including back payment for minimum rent from the time of suspension.

- 1) Family will not be evicted for nonpayment of rent during the 90-day period beginning on the date of the family's request for waiver.
  - 2) The Authority will negotiate a repayment agreement with the family if necessary for any rent not paid during this period.
- b. Long Term Hardship--ninety (90) days or more  
If it is determined that the family qualifies for the long-term hardship waiver of the minimum rent, the family will report every thirty (30) days to the Authority.

**F. Interim Adjustments**

1. Any and all changes in family income and composition (for example, size) must be reported by Resident to Authority within ten (10) days of such change(s).
2. Rent will not be changed between admission and regularly scheduled re-examinations except for reasons and according to procedures outlined in Section VII of the **Lease (Addendum C)**, as follows:
  - a. It is determined that rent is based on false or incomplete information supplied by Resident
  - b. It is found that an error was made at admission or re-examination (Resident will not be charged retroactively for error made by Management)
  - c. At regular re-examination it was impossible to verify Resident's income. In this case a temporary rent is charged and Resident must report to the Management every thirty (30) days until a regular rent can be set. Such rent will be effective the date the temporary rent was set, and any overpayment will be credited to Resident's account and underpayment will become due and payable
  - d. A rent increase or decrease is necessary to comply with requirements of HUD or other requirements of law
  - e.  Option 1: An increase in annual gross income of \$\_\_\_\_\_or more has occurred.

[ X ] Option 2: An increase in annual gross income has occurred.

- f. Resident can show a change in circumstances (such as loss of job or emergency medical costs) or a decline in income which would justify a reduction in rent.
  - g. There is a change in Resident's family composition (for example, size) that would affect rent.
3. If the family has lost or had its public assistance reduced as a result of fraud or failure to participate in an economic self sufficiency program or comply with a work activities requirement, the rent will not be reduced.
- a. If the family has received a specified welfare benefit reduction the amount of imputed welfare income will be included in family income for rent computation purpose.
  - b. The amount of imputed welfare income will be determined by the Authority using information received from the welfare agency.
  - c. When additional income earned by the family from other sources reaches an amount at least equal to the imputed welfare income amount, the imputed welfare income will be reduced to "0".
  - d. The Authority may not include imputed welfare income in annual income if the family was not receiving housing assistance at the time of the sanction by the welfare agency.
  - e. If the family disputes the Authority's calculated amount of imputed welfare income and the Authority denies the family's request to modify the amount, the Authority must give the family written notice stating:
    - 1) the basis for the determination of the imputed welfare income amount
    - 2) that the family may request a hearing under the Authority's **Grievance Procedure (Addendum I)** (the family is not required to pay an escrow deposit in this case, in order to obtain a hearing)

4. No change will be made in rent until Authority has received adequate verification to justify the change and Resident has received a Notice of Rent Adjustment.
  5. If Resident did not timely furnish the information requested by Authority or if Resident misrepresented and/or failed to report facts upon which rent was based, so that the rent being paid is less than the rent which should have been charged, the deficiency retroactive to the date the increase in rent should have taken effect, will be due from and payable immediately by Resident to the Authority.
  6. Interim rent changes will become effective as follows:
    - a. **Increases** in rent: first day of the second month following the month which the change occurred, unless the increase is a result of false or incomplete information supplied by the family.
    - b. **Decreases** in rent: first day of the month following the month in which the change was reported and verified.
- G. **Rent Calculation:** Rents will be calculated according to the Authority's **Rent Calculation Procedures (Addendum F)**.
- H. **Rent Collections**
- Rents are due and payable in accordance with provisions of Section II of the **Lease (Addendum C)** and the **Rent Collection Policy (Addendum H)**.

## XXII. UTILITIES

- A. Family and Authority responsibilities for utilities are outlined in Section V of the **Lease (Addendum C)** and in the **Schedule of Utility Allowances (Addendum B)**.
- B. Each family will receive a monthly utility allowance that reflects a reasonable amount of utilities for the specific size and type of unit occupied.
- C. The Authority's Utility Allowances will be reviewed annually and adjusted as needed.

- D. When a resident makes application for utility services in his/her own name, he or she shall sign a third-party notification agreement so that the Authority will be notified if the resident fails to pay the utility bill.
- E. If an applicant is unable to get utilities connected because of a previous balance owed the utility company at a prior address, applicant will not be admitted and will receive a Notice of Denial.
- F. In Authority housing developments where the resident pays all or part of the utilities, total tenant payment minus the utility allowance may result in a negative figure. In this case, HUD regulations require that the Authority reimburse this amount (called "utility reimbursement") directly to the resident or directly to the utility company on the resident's behalf. If the Authority elects to pay the utility company directly, it will notify the resident of the amount paid.
- G. Paying the utility bill is the family's obligation under the Lease. Failure to pay utilities is grounds for lease termination and eviction.

### **XXIII. OTHER CHARGES**

- A. **Maintenance Charges:** Families will be charged for cost of service repairs due to intentional or negligent damage to the unit beyond normal wear and tear, caused by the resident, other household members or guests. Charges will be made in accordance with Schedule of Other Charges (Addendum B).
- B. **Excess Utilities:** In the case of Authority-provided utilities, residents using more than the consumption-based utility allowance will be charged for excess utility usage. This includes Flat Rent payers.
- C. Payment for such charges is due and collectible two (2) weeks after the Authority provides written notice of the charges.

### **XXIV. RE-EXAMINATIONS AND CONTINUED OCCUPANCY**

#### **A. Annual Re-examinations**

1. The Authority will re-examine the income and family composition of all



resident families at least once every twelve (12) months (coincidental with end of lease term) to determine any changes in required unit size and rent and to re-certify the family for continued occupancy.

2. All adult members of the family will be asked to participate in the annual re-examination interview.
3. Families will be notified in writing 90 - 120 days in advance of the re-examination anniversary date so that verifications can be completed by that time.
4. The Authority's **Verification Procedures** will be used for obtaining verifications; however, fixed items need not be re-verified.
5. Verified information will be analyzed and a determination made with respect to:
  - a. Eligibility of the resident as a family or as the remaining member of a family;
  - b. Unit size required for the family
  - c. Rent the family should pay
  - d. Compliance with the Community Service requirement (to be reviewed at least thirty (30) days prior to the end of the 12-month lease term)
6. The income of a family opting to remain on flat rent need not be re-verified unless it has been three (3) years since the last verification.
7. If there is any change in rent, a "Notice of Rent Adjustment" will be sent to the resident and this written notice will serve as an amendment to the **Lease**, as stipulated in Section VII of the **Lease (Addendum C)**.
8. If there is any change in the size unit required, the resident will be placed on the transfer list in accordance with the transfer policy outlined in Section XIV.

#### B. Special Re-examinations

1. When it is not possible to estimate projected family income with any degree of accuracy at the time of admission or regular re-examination,

a temporary determination will be made with respect to income.

2. A special re-examination will be scheduled every thirty (30) days until reasonably accurate estimate of income can be made.
3. When third-party verification has been requested and submission deadlines have passed, the Authority will use existing information on a provisional basis. If the verification comes in after the deadline and the information differs from the amounts used in income and rent calculations, the Authority will conduct an interim reexamination to adjust the figures used for the reexamination.
4. Residents will be notified in advance as to the date of the special re-examination(s).

C. Eligibility for Continued Occupancy

1. Residents who meet the following criteria will be eligible for continued occupancy.
  - a. Qualify as a family as defined in Section IV of this Policy. For purposes of continued occupancy, remaining family members qualify as family. Remaining family members can also include court recognized emancipated minors under the age of 18.
  - b. Are in full compliance with the resident obligations and responsibilities as described in the Lease.
  - c. Whose family members, age 6 and older, each have Social Security numbers or have certifications on file indicating they have no Social Security number.
  - d. Who meet HUD requirements on citizenship and immigration status (*24 CFR 5.500 - 5.528*)
  - e. Who are in compliance with the Authority's 8 hour per month community service requirement (*applicable to certain adults who are neither elderly, disabled, working nor participating in qualifying educational or job training programs*)
2. The Authority will not commence eviction proceedings or refuse to renew a lease, based upon the income of the family unless it has identified, for possible rental by the family, a decent, safe and sanitary dwelling of suitable size available at a rent not exceeding thirty (30) per

cent of Adjusted Income as defined in Section IV.

## XXV. GRIEVANCE PROCEDURE

To assure that a resident family is afforded an opportunity for a hearing if the resident disputes, within a reasonable amount of time, any Authority action or failure to act, involving the resident's Lease or Authority regulations which adversely affect the individual resident's rights, duties, welfare or status, a **Grievance Procedure** for the Authority is incorporated into this policy as **Addendum I**. Evictions resulting from criminal activity, including drug-related criminal activity on or off Housing Authority premises, are excluded from the **Grievance Procedure**. Also excluded are termination cases involving any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or by Authority employees. UNLESS it involves domestic violence, dating violence, sexual assault, or stalking

## XXVI. PET POLICY

Pets will be allowed in Authority housing but pet owners must abide by the provisions and requirements of the **Pet Policy (Addendum J)**.

## XXVII. EVICTIONS

Serious or repeated violations by a resident family of the material provisions of the Lease shall cause the Authority to begin eviction proceedings in accordance with State Law and the lease provisions. Families are entitled to utilize provisions of the Authority's **Grievance Procedure (Addendum I)** to attempt settlement of disputes with the Authority. The **Eviction Policy** is outlined in **Addendum L**. In cases where an eviction is a result of domestic violence, only the resident causing the violence may be evicted if the victim follows the procedure below.

Under the Violence Against Women Act the Authority may request that the affected victim complete, sign and submit, within 14 business days of the request the HUD-50066 certification form. If the individual does not produce the form or the information that may be provided in lieu of the certification by the 14th business day or any extension of that date provided by the Authority, none of the protections afforded to victims of domestic violence, dating violence or stalking will apply. The Authority would

therefore be free to evict in the circumstances authorized by otherwise applicable law and lease provisions.

## **XXVIII. COMPLAINTS OF DISCRIMINATION**

For those individuals who believe themselves to be the subjects of discrimination, a Fair Housing and Equal Opportunity poster, containing information on filing complaints with HUD, will be conspicuously posted in the Authority office.

## **XXIX. CONFLICT WITH FEDERAL STATUTE, REGULATION OR HUD POLICY**

This Policy is to be interpreted in accordance with federal statutes and regulations and in compliance with HUD policy, and any conflict between this Policy and federal statutes and regulations will be resolved in favor of federal law and policy.

*Most recent revision: 2/07*

---

# TABLE OF CONTENTS

---

Administrative Plan		Page	1
Section 1		Page	1
I.	Eligibility	Page	1
II.	Applicant Selection	Page	6
III.	Waiting List Administration	Page	7
IV.	Waiting List: Different Programs	Page	8
V.	Waiting List: Opening/Closing Publ. Notice	Page	9
VI.	Waiting List: Local Preferences	Page	10
VII.	Consent by Assistance Applicants/Participants	Page	11
VIII.	Penalties for Failing to Sign Consent Forms	Page	13
Section 2: Issuing or Denying Vouchers		Page	13
I.	Conversion to Voucher Program	Page	13
II.	Information when Family Selected	Page	14
III.	Issuance of Voucher	Page	16
IV.	Term of Voucher	Page	17
V.	Illegal Discrimination	Page	18
VI.	PHA Approval of Assisted Tenancy	Page	18
VII.	Leasing & Tenancy	Page	21
VIII.	Term of Assisted Tenancy	Page	23
IX.	Owner Termination of Tenancy	Page	24
X.	When Assistance is Paid	Page	26
XI.	Security Deposit: Amounts Owed by Tenant	Page	27
XII.	Where Family Can Lease a Unit With Tenant Based Assistance	Page	27
XIII.	Portability: Admin. By Receiving PHA	Page	30
XIV.	Obligations of Participant	Page	32
XV.	PHA Denial or Termination of Assistance for Family	Page	36
XVI.	Crime by Family Members	Page	39
Section 3:	Any Special Rules for Use of Available Funds When HUD Provides Funding/Special Purpose	Page	43
Section 4:	Occupancy Policies	Page	43
I.	Up Front Income Verification	Page	43
II.	Family Income & Composition: Reg. & Interim	Page	47
III.	Minimum Rent & Hardships	Page	48

IV.	Utility Allowance Schedule	Page 49
V.	Voucher Tenancy: Calculation	Page 52
VI.	Regular Tenancy: Certificates/Calculation	Page 52
VII.	Regular Tenancy: Certificates – Annual Adjustment To Owner	Page 53
VIII.	Regular Tenancy: Certificates-Special Adjustment of Rent to Owner	Page 54
IX.	Regular Tenancy: Certificates-Rent to Owner In Subsidized Project	Page 54
X.	Definition of What Group of Persons May Qualify As a Family/Continuously Assisted	Page 54
Section 5:	Encouraging Participation by Owners of Suitable Units Located Outside Areas of Low Income or Minority Concentration	Page 54
Section 6:	Assisting a Family That Claims Illegal Discrimination Has Prevented Family From Leasing Suitable Unit	Page 54
Section 7:	Providing Information About a Family to Prospective Owners	Page 54
Section 8:	Disapproval of Owners	Page 55
I.	PHA Disapproval of Owners	Page 55
Section 9:	Subsidy Standards	Page 56
I.	Subsidy Standards	Page 56
II.	Live-In Aide	Page 59
Section 10:	Family Absence from Dwelling Unit	Page 59
I.	Absence From Unit	Page 59
Section 11:	How to Determine Who Remains in the Program If a Family Breaks Up	Page 60
Section 12:	Informal Review Procedures for Applicants	Page 60
Section 13:	Informal Hearing Procedures for Participants	Page 62
Section 14:	Process for Establishing/Revising Voucher Pymt	Page 66
Section 15:	Method of Determining Rent to Owner is Reasonable	Page 70

I.	Rent to Owner: Reasonable Rent	Page 70
II.	Rent to Owner: Max. Family Share-Initial	Page 71
III.	Rent to Owner in Subsidized Projects	Page 71
IV.	Other Fees and Charges	Page 72
Section 16:	Special Policies Concerning Special Housing in Types in the Program (E.g. Use of Shared Housing	Page 72
Section 17:	Policies Concerning Payment by a Family to the PHA of Amounts the Family Owes the PHA	Page 72
Section 18:	Interim Redeterminations of Family Income & Composition	Page 72
Section 19:	Restrictions, If Any, On the Number of Moves by a Participant Family	Page 73
Section 20:	Approval by the Board of Commissioners or Other Authorized Officials to Charge the Adm. Fee Res	Page 75
Section 21:	Procedural Guidelines and Performance Standards For Conducting Required HQS Inspections:	Page 86
I.	Termination HAP Contract When Unit is too Small	Page 86
II.	Maintenance: Owner and Family Responsibility:	Page 87
III.	PHA Initial and Periodic Unit Inspection	Page 88
IV.	Enforcement of HQS	Page 90
Section 22:	PHA Screening of Applicants for Family Behavior or Suitability for Tenancy	Page 90
Section 23:	Up Front Income Verification System Policy	Page 91
Definitions		Page 93

# **ADMINISTRATIVE PLAN FOR THE HOUSING AUTHORITY OF GRAPEVINE SECTION 8 VOUCHER PROGRAM**

This Administrative Plan provides the guidelines for the operation of the Section 8 Housing Choice Voucher Program for the City of Grapevine by the Grapevine Housing Authority.

**HUD pays rental subsidies so eligible families can afford decent, safe, and sanitary housing.**

This Plan is designed with the objective of encouraging the freedom of housing choice. Its purpose is to establish discretionary policies for matters, which are not covered under Federal Regulation for the Section 8 Housing Choice Voucher Program. This program should allow very low-income families the opportunity for obtaining community wide housing, by improving their living conditions while providing affordable rent payments. The goal of this Housing Authority (hereinafter referred to as 'PHA') is to assist as many very low-income families as possible, therefore providing them the opportunity of improving their lifestyles and becoming more self-sufficient.

The Administrative Plan must be in accordance with HUD regulations and other requirements. The PHA must revise the Administrative Plan if needed to comply with HUD requirements. The PHA must give HUD a copy of the Administrative Plan. The PHA must administer the program in accordance with this Administrative Plan. The Administrative Plan will be approved by the Board of Commissioners.

The PHA Administrative Office is located at: 131 Starr Place; Grapevine, TX 76051.

The PHA office is open Monday – Friday and hours are posted by the door. Application for assistance can be obtained during normal working hours.

## **SECTION 1 SELECTION AND ADMISSION OF APPLICANTS FROM THE PHA WAITING LIST, INCLUDING ANY PHA ADMISSION PREFERENCES, PROCEDURES FOR REMOVING APPLICANT NAMES FROM THE WAITING LIST, AND PROCEDURES FOR CLOSING AND REOPENING THE PHA WAITING LIST**

### **I. Eligibility. (982.201)**

- (c) When applicant is eligible: general. The PHA will only admit an eligible family to the program. To be eligible, the applicant must be a 'family', must be income-eligible, and must be a citizen or a noncitizen who has eligible immigration status as determined in accordance with 24 CFR part



- (d) The PHA must deny or terminate assistance if any family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education as specified in 24 CFR 5.612.
  
- (c) Income
  - (1) Income-eligibility. To be income-eligible, the applicant must be a family in any of the following categories:
    - (i) A 'very low income' family;
    - (ii) A low-income family that is 'continuously assisted' under the 1937 Housing Act;
    - (iii) A low-income family that meets additional eligibility criteria specified in the PHA Administrative Plan. Such additional PHA criteria must be consistent with the PHA plan and with the consolidated plans for local governments in the PHA jurisdiction;
    - (iv) A low-income family that qualifies for Voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for Public Housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project. (Section 8(o)(4)(D) of the 1937 Act (42 U.S.C. 1437f(o)(4)(D));
    - (v) A low-income 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 as defined in 248.101 of this title;
    - (vi) A low-income family that qualifies for Voucher assistance as a non-purchasing family residing in a project subject to a resident homeownership program under 248.173 of this title.
    - (vii) A low-income family who has been a victim of domestic violence, dating violence or stalking.
  - (2) Income-targeting.
    - (i) Not less than 75 percent of the families admitted to a PHA's tenant-based Voucher Program during the PHA fiscal year shall be targeted to families whose annual income does not exceed the following amounts as determined by HUD:
      - (a) 30 percent of the area median income, with adjustments for smaller and larger families; or

- (b) A higher or lower percent of the area median income, if HUD determines that a higher or lower percent is necessary because of unusually high or low family incomes.
  - (ii) Conversion of assistance for a participant in the PHA Certificate Program to assistance in the PHA Voucher Program does not count as an 'admission,' and is not subject to targeting under paragraph (b)(2)(i) of this section.
  - (iii) Admission of families as described in paragraphs (b)(1)(ii) or (b)(1)(v) of this section is not subject to targeting under paragraph (b)(2)(i) of this section.
  - (iv) If two or more PHAs that administer Section 8 tenant-based assistance have an identical jurisdiction, such PHAs shall be treated as a single PHA for purposes of targeting under paragraph (b)(2)(i) of this section. In such a case, the PHAs shall cooperate to assure that aggregate admissions by such PHAs comply with the targeting requirement. If such PHAs do not have a single fiscal year, HUD will determine which PHA's fiscal year is used for this purpose.
- (3) The annual income (gross income) of an applicant family is used both for determination of income-eligibility under paragraph (b)(1) of this section, and for targeting under paragraph (b)(2)(i) of this section.
- (4) The applicable income limit for issuance of a Voucher when a family is selected for the program is the highest income limit (for the family unit size) for areas in the PHA jurisdiction. The applicable income limit for admission to the program is the income limit for the area where the family is initially assisted in the program. The family may only use the Voucher to rent a unit in an area where the family is income eligible at admission to the program.
- (a) The admission of an extremely low-income family that ports out and has initial lease-up in the jurisdiction of the receiving PHA will be credited to the initial PHA only unless the receiving PHA absorbs the portable family from the point of admission.
  - (b) A PHA whose admissions of families above the extremely low-income limit have reached 25 percent for a fiscal year may not pull from the waiting list families that are not extremely low-income, even if there are no extremely low-income families on the waiting list, without HUD approval.

(c) If there are no extremely low-income families on the waiting list, then outreach efforts to extremely low-income families, including areas outside of the jurisdiction will be conducted.

(c) Family composition.

- (1) A 'family' may be a single person.
- (2) A 'family' includes a family with a child or children.
- (3) A group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family. The PHA determines if any other group of persons qualifies as a 'family'.

A single person family may be:

- (i) An elderly person
  - (ii) A Displaced person
  - (iii) A Disabled person
  - (iv) Any other single person
- (4) A child who is temporarily away from the home because of placement in foster care is considered a member of the family.
  - (5) Two person living together as a 'family'.

(d) Continuously assisted family--An applicant is continuously assisted under the 1937 Act if the family is already receiving assistance under any 1937 Act program when the family is admitted to the certificate or voucher program.

The PHA policy concerning whether and to what extent a brief interruption between assistance under one of these programs and admission to the voucher program will be considered to break continuity of assistance under the 1937 Housing Act will be no more than a 60-day interruption.

(e) When PHA verifies that applicant is eligible. The PHA must receive information verifying that an applicant is eligible within the period of 60 days before the PHA issues a Voucher to the applicant. After 60 days, Verification must be re-processed.

(f) Decision to deny assistance.

- (1) Notice to applicant. The PHA must give an applicant prompt

written notice of a decision denying admission to the program (including a decision that the applicant is not eligible, or denying assistance for other reasons). The notice must give a brief statement of the reasons for the decision. The notice must also state that the applicant may request an informal review of the decision, and state how to arrange for the informal review. Per Federal Regulations, a PHA cannot issue a voucher on zero income.

- (2) The PHA may at any time deny program assistance for an applicant, or terminate program assistance for a participant family for any of the following grounds:
- (i) If the family violates any family obligations under the program (see 982.551 & 982.552 b). See 982.553 concerning denial or termination of assistance for crime by family members.
  - (ii) If any member of the family has ever been evicted from Public housing or Section 8 housing.
  - (iii) If a PHA has ever terminated assistance under the program for any member of the family.
  - (iv) If any member of the family has committed fraud, bribery, or any other corrupt or criminal act.
  - (v) If the family currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or Public Housing assistance under the 1937 Act.
  - (vi) If the family has not reimbursed any PHA 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 or any other landlord.
  - (vii) If the family breaches an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA. (The PHA, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a PHA or amounts paid to an owner by a PHA. The PHA may prescribe the terms of the agreement.)
  - (viii) If a family participating in the FSS program fails to comply, without good cause, as determined by PHA management with the family's FSS contract of participation.
  - (ix) If the family member or guest has engaged in or threatened abusive or violent behavior toward PHA personnel, landlord, owner, other family members or other tenants as

documented by the PHA or other authorities.

(viii) If the family fails to fulfill its obligations under the Section 8 welfare-to-work voucher program.

(ix) If the individual

- a) is enrolled as a student at an institution of higher education (as defined under section 102 of the Higher Education Act of 1965);
- b) is under 24 years of age;
- c) is not a veteran;
- d) is unmarried, does not have a dependent child; and
- e) is not otherwise individually eligible, or has parents who individually or jointly, are not eligible to receive assistance under section 8 of the United States Housing Act of 1937.

**II. How applicants are selected: General requirements. (982.202)**

- (a) Waiting list admissions and special admissions. The PHA may admit an applicant for participation in the program either as a waiting list admission or a special admission.
- (b) Prohibited admission criteria.
  - (1) Where family lives. Admission to the program may not be based on where the family lives before admission to the program. However, the PHA may target assistance for families who live in Public Housing or other federally assisted housing, or may adopt a HUD-approved residency preference.
  - (2) Where family will live. Admission to the program may not be based on where the family will live with assistance under the program.
- (c) Applicant status. An applicant does not have any right or entitlement to be listed on the PHA waiting list, to any particular position on the waiting list, or to admission to the programs. The preceding sentence does not affect or prejudice any right, independent of this rule, to bring a judicial action challenging a PHA violation of a constitutional or statutory requirement.
- (d) Admission policy.

The PHA must admit applicants for participation in accordance with HUD regulations and other requirements, and with PHA policies stated in the

PHA Administrative Plan and the PHA Annual Plan.

**III. Waiting list: Administration of waiting list.** *(982.204)*

- (a) Admission from waiting list. Except for special admissions, participants must be selected from the PHA waiting list. The PHA must select participants from the waiting list in accordance with admission policies in the PHA Administrative Plan.
- (b) Organization of waiting list. The PHA must maintain information that permits the PHA to select participants from the waiting list in accordance with the PHA admission and occupancy policy. The waiting list must contain the following information for each applicant listed:
  - (1) Applicant name;
  - (2) Family unit size (number of bedrooms for which family qualifies under PHA occupancy standards);
  - (3) Date and time of application;
  - (4) Qualification for any local preference; and
  - (5) Racial or ethnic designation of the head of household.
- (c) Removing applicant names from the waiting list.
  - (1) The PHA removes names of applicants from the waiting list who do not respond to PHA requests for information or updates.
  - (2) A PHA decision to withdraw from the waiting list the name of an applicant family that includes a person with disabilities is subject to reasonable accommodation in accordance with 24 CFR part 8. If the applicant did not respond to the PHA request for information or updates because of the family member's disability, the PHA must reinstate the applicant in the family's former position on the waiting list.
- (d) Family size.
  - (1) The order of admission from the waiting list may not be based on family size, or on the family unit size for which the family qualifies under the PHA occupancy policy.

- (2) If the PHA does not have sufficient funds to subsidize the family unit size of the family at the top of the waiting list, the PHA may not skip the top family to admit an applicant with a smaller family unit size. Instead, the family at the top of the waiting list will be admitted when sufficient funds are available.
- (e) Funding for specified category of waiting list families. When HUD awards a PHA program funding for a specified category of families on the waiting list, the PHA must select applicant families in the specified category.
- (f) Number of waiting lists. A PHA must use a single waiting list for admission to its Section 8 tenant-based assistance program. However, the PHA may use a separate single waiting list for such admissions for a county or municipality.

#### **IV. Waiting list: Different programs** *(982.205)*

- (a) Merger and cross-listing.
  - (1) Merged waiting list. The PHA may merge the waiting list for tenant-based assistance with the PHA waiting list for admission to another assisted housing program, including a federal or local program. In admission from the merged waiting list, admission for each federal program is subject to federal regulations and requirements for the particular program.
  - (2) Non-merged waiting list: Cross-listing. If the PHA decides not to merge the waiting list for tenant-based assistance with the waiting list for the PHA's Public Housing Program, Project-Based Voucher Program or Moderate Rehabilitation Program:
    - (i) If the PHA's waiting list for tenant-based assistance is open when an applicant is placed on the waiting list for the PHA's Public Housing Program, Project-Based Certificate Program or Moderate Rehabilitation Program, the PHA must offer to place the applicant on its waiting list for tenant-based assistance.
    - (ii) If the PHA's waiting list for its Public Housing Program, Project-Based Certificate Program or Moderate Rehabilitation Program is open when an applicant is placed on the waiting list for its tenant-based program, and if the other program includes units suitable for the applicant, the PHA must offer to place the applicant on its waiting list for the other program.

- (b) Other housing assistance: Effect of application for, receipt or refusal.
  - (1) For purposes of this section, 'other housing assistance' means a federal, State or local housing subsidy, as determined by HUD, including Public Housing.
  - (2) The PHA may not take any of the following actions because an applicant has applied for, received, or refused other housing assistance:
    - (i) Refuse to list the applicant on the PHA waiting list for tenant-based assistance;
    - (ii) Deny any admission preference for which the applicant is currently qualified;
    - (iii) Change the applicant's place on the waiting list based on preference, date and time of application, or other factors affecting selection under the PHA selection policy; or
    - (iv) Remove the applicant from the waiting list.
  - (3) Notwithstanding paragraph (b)(2) of this section, the PHA may remove the applicant from the waiting list for tenant-based assistance if the PHA has offered the applicant assistance under the Voucher Program.

**V. Waiting list: Opening and closing; public notice.** *(982.206)*

- (a) Public notice.
  - (1) When the PHA opens a waiting list, the PHA must give public notice that families may apply for tenant-based assistance. The public notice must state where and when to apply.
  - (2) The PHA must give the public a 30 day notice of intent to close the waiting list by posting in a public place. The notice must comply with HUD fair housing requirements.
  - (3) The public notice must state any limitations on who may apply for available slots in the program.
- (b) Criteria defining what families may apply.
  - (1) The PHA may adopt criteria defining what families may apply for assistance under a public notice.



In admission to the program, the PHA must give preference to elderly families, displaced families and displaced persons over other single persons. The PHA decides that applications from other single persons will not be accepted.

- (2) If the waiting list is open, the PHA must accept applications.
- (c) Closing waiting list. If the PHA determines that the existing waiting list contains an adequate pool for use of available program funding, the PHA may stop accepting new applications, or may accept only applications meeting criteria adopted by the Housing Authority.

**VI. Waiting List: Local preferences in admission to program. (982.207)**

The Local Preference the Grapevine Housing Authority has adopted is as follows:

Preference #1.

1A. Residents of Grapevine, TX whose head of household or spouse meets one of the following requirements:

- Employed
- Receive Social Security benefits and/or SSI benefits
- Receive Pension/Retirement benefits
- Receive TANF
- Receive Child Support
- Verifiable Self Employment (Tax ID Number)
- Other

Documentation required.

1B. Non-residents whose head or spouse work in Grapevine will qualify for Preference #1.

Documentation Required

(e) Residents of Grapevine, TX who are victims of domestic Violence, dating violence or stalking and whose children have been referred by the Texas Department of Human Services, Protective Services Dept. Grapevine Housing shall determine that domestic violence has occurred and/or is a continuing situation. Police report may be required.

(f) Residents of Grapevine, TX who are enrolled in job training

programs.

## Non Residents

(g) Non-residents of Grapevine, TX whose immediate family is a resident of Grapevine, TX.

(h) Non-residents whose head of household or spouse meets one of the following requirements:

- Employed
- Receive Social Security benefits and/or SSI benefits
- Receive Pension/Retirement benefits
- Receive TANF
- Receive Child Support
- Verifiable Self Employment (TAX ID Number)
- Other

Documentation required.

(i) Non-residents who are victims of domestic violence, dating violence or stalking and Families whose children have been referred by the Texas Department of Human Services. Grapevine Housing shall determine that domestic violence has occurred and/or is a continuing situation. Police report may be required.

Documentation required.

(j) Non residents who are unrolled in job training programs.

(k) UNABLE TO CLAIM A PREFERENCE.

The time and date list will be reviewed regularly and applicants that have been on the list for longer than three years will be offered assistance ahead of those that have been on the preference waiting list for less than one year.

## **VII. Consent by assistance applicants and participants. (5.230)**

(a) Required consent by assistance applicants and participants. Each member of the family of an assistance applicant or participant who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.

(b) Consent authorization.

(1) To whom and when. The assistance applicant shall submit the

signed consent forms to the processing entity when eligibility under a covered program is being determined. A participant shall sign and submit consent forms at the next regularly scheduled income reexamination or as required by the PHA. Assistance applicants and participants shall be responsible for the signing and submitting of consent forms by each applicable family member.

- (2) Subsequent consent forms--special cases. Participants are required to sign and submit consent forms at the next interim or regularly scheduled income reexamination under the following circumstances:
  - (i) When any person 18 years or older becomes a member of the family;
  - (ii) When a member of the family turns 18 years of age; and
  - (iii) As required by HUD or the PHA in administrative instructions.
- (c) Consent form--contents. The consent form required by this section shall contain, at a minimum, the following:
  - (1) A provision authorizing HUD and PHAs to obtain from SWICAs any information or materials necessary to complete or verify the application for participation and to maintain continued assistance under a covered program; and
  - (2) A provision authorizing HUD, PHAs, or the owner responsible for determining eligibility for or the level of assistance to verify with previous or current employers income information pertinent to the assistance applicant's or participant's eligibility for or level of assistance under a covered program;
  - (3) A provision authorizing HUD to request income return information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the assistance applicant's or participant's eligibility or level of benefits; and
  - (4) A statement that the authorization to release the information requested by the consent form will remain in effect as long as applicant is in the program.

**VIII. Penalties for failing to sign consent forms.** *(5.532)*

- (a) Denial or termination of benefits. In accordance with the provisions governing the program involved, if the assistance applicant or participant, or any member of the assistance applicant's or participant's family, does not sign and submit the consent form as required in § 5.230, then:
  - (1) The processing entity shall deny assistance to and admission of an assistance applicant;
  - (2) Assistance to, and the tenancy of, a participant may be terminated.
- (b) Cross references. Individuals should consult the regulations and administrative instructions for the programs covered under this subpart B for further information on the use of income information in determinations regarding eligibility.

**SECTION 2 ISSUING OR DENYING VOUCHERS**

**I. Conversion to Voucher Program.** *(982.502)*

- (a) New HAP contracts. On and after October 1, 1999, the PHA may only enter into a HAP contract for a tenancy under the Voucher Program, and may not enter into a new HAP contract for a tenancy under the Certificate Program.
- (b) Over-FMR tenancy. If the PHA had entered into any HAP contract for an over-FMR tenancy under the Certificate Program prior to the merger date, on and after the merger date such tenancy shall be considered and treated as a tenancy under the Voucher Program, and shall be subject to the Voucher Program requirements under this part, including calculation of the Voucher Housing Assistance Payment. However, regular Certificates shall not be applicable for calculation of the Housing Assistance Payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date.
- (c) Voucher Tenancy. If the PHA had entered into any HAP contract for a voucher tenancy prior to October 1, 1999, on and after the merger date such tenancy shall continue to be considered and treated as a tenancy under the voucher program, and shall be subject to the voucher program requirements under this part, including calculation of the voucher housing assistance payment in accordance with IV Voucher Tenancy: How to calculate HAP, S 982.505. However, before the effective date of

the second regular reexamination of family income and composition on or after the merger date, the payment standard for the family shall be the higher of:

- (1) The initial payment standard for the family at the beginning of the HAP contract term, or
  - (2) The payment standard for the family as calculated in accordance IV. Voucher Tenancy; How to Calculate HAP, S 982.505, except that S 982.505(b)(2) shall not be applicable.
- (d) Regular Certificate tenancy. The PHA must terminate program assistance under any outstanding HAP contract for a regular tenancy under the Certificate Program (entered prior to the merger date) at the effective date of the second regular reexamination of family income and composition on or after the merger date. Upon such termination of assistance, the HAP contract for such tenancy terminates automatically. The PHA must give at least 120 days written notice of such termination to the family and the owner, and the PHA must offer the family the opportunity for continued tenant-based assistance under the Voucher Program. The PHA may deny the family the opportunity for continued assistance in accordance with this section, Part XV (982.552).

## **II. Information when family is selected** *(982.301)*

- (a) PHA briefing of family.
- (1) When the PHA selects a family to participate in a tenant-based program, the PHA must give the family an oral briefing. The briefing must include information on the following subjects:
    - (i) A description of how the program works;
    - (ii) Family and owner responsibilities; and
    - (iii) Where the family may lease a unit, including renting a dwelling unit inside or outside the PHA jurisdiction.
  - (2) For a family that qualifies to lease a unit outside the PHA jurisdiction under portability procedures, the briefing must include an explanation of how portability works. The PHA may not discourage the family from choosing to live anywhere in the PHA jurisdiction, or outside the PHA jurisdiction under portability procedures.
  - (3) If the family is currently living in a high poverty census tract in the

PHA's jurisdiction, the briefing must also explain the advantages of moving to an area that does not have a high concentration of poor families.

- (4) In briefing a family that includes any disabled person, the PHA must take appropriate steps to ensure effective communication.
  - (5) In briefing a welfare-to-work family, the PHA must include specification of any local obligations of a welfare-to-work family and an explanation that failure to meet these obligations is grounds for PHA denial of admission or termination of assistance.
- (b) Information packet. – When a family is selected to participate in the program, the PHA must give the family a packet that includes information on the following subjects: Following information needs to be available at counter.
- (1) The term of the voucher, and PHA policy on any extensions or suspensions of the term. If the PHA allows extensions, the packet must explain how the family can request an extension;
  - (2) How the PHA determines the amount of the Housing Assistance Payment for a family, including:
    - (i) How the PHA determines the payment standard for a family; and
    - (ii) How the PHA determines the total tenant payment for a family.
  - (3) How the PHA determines the maximum rent for an assisted unit;
  - (4) Where the family may lease a unit. For a family that qualifies to lease a unit outside the PHA jurisdiction under portability procedures, the information packet must include an explanation of how portability works;
  - (5) The HUD-required 'tenancy addendum' that must be included in the lease;
  - (6) The form that the family uses to request PHA approval of the assisted tenancy, and an explanation of how to request such approval;

- (7) A statement of the PHA policy on providing information about a family to prospective owners;
- (8) PHA subsidy standards, including when the PHA will consider granting exceptions to the standards;
- (9) The HUD brochure on how to select a unit;
- (10) The HUD-required lead-based paint (LBP) brochure;
- (11) Information on federal, State and local equal opportunity laws, and a copy of the housing discrimination complaint form;
- (12) A list of landlords or other parties known to the PHA who may be willing to lease a unit to the family, or help the family find a unit;
- (13) Notice that if the family includes a disabled person, the family may request a current listing of accessible units known to the PHA that may be available;
- (14) Family obligations under the program. Including any obligations of a welfare to work family.
- (15) The grounds on which the PHA may terminate assistance for a participant family because of family action or failure to act; and
- (16) PHA informal hearing procedures. This information must describe when the PHA is required to give a participant family the opportunity for an informal hearing, and how to request a hearing.

**III. Issuance of voucher; Requesting PHA approval of assisted tenancy. (982.302)**

**Grapevine Housing Authority issues vouchers for residents who will be living within the jurisdiction of GHA. All Vouchers must stay within Grapevine for a period of one (1) year before becoming eligible for portability.**

- (a) When a family is selected, or when a participant family wants to move to another unit, the PHA issues a Voucher to the family. The family may search for a unit.
- (b) If the family finds a unit, and the owner is willing to lease the unit under the program, the family may request PHA approval of the tenancy. The PHA has the discretion whether to permit the family to submit more than one request at a time.

- (c) The family must submit to the PHA a request for approval of the tenancy and a copy of the lease, including the HUD-prescribed tenancy addendum. The request must be submitted during the term of the voucher.
- (d) The PHA specifies the procedure for requesting approval of the tenancy. The family must submit the request for approval of the tenancy in the form and manner required by the PHA.

**IV. Term of voucher. (982.303)**

- (a) Initial term. The initial term of a Voucher must be at least 60 calendar days. The initial term must be stated on the voucher.
- (b) Extensions of term.
  - (1) At its discretion the PHA will grant a family one or more extensions of the initial voucher term in accordance with PHA policy as described in the PHA Administrative Plan. Any extension of the term is granted by PHA notice to the family. It is the policy of this PHA not to grant extensions beyond the 60 term unless there are reasons beyond the applicant's control.
  - (2) If the family needs and requests an extension of the initial Voucher term as a reasonable accommodation, in accordance with 24 CFR Part 8, to make the program accessible to a family member who is a person with disabilities, the PHA must extend the voucher term up to the term reasonably required for that purpose.
    - (i) The PHA must extend the term of the Voucher up to 120 days from the beginning of the initial term;
    - (ii) The HUD field office may approve an additional extension of the term.
- (c) Suspension of term. The PHA policy may or may not provide for suspension of the initial or any extended term of the voucher. The PHA may grant a family a suspension of the voucher term of 30-days if the family has submitted a request for approval of the tenancy during the term of the voucher. (S 982.4 (definition of 'suspension'); S 982.54(d)(2)). The PHA may grant a suspension for any part of the period after the family has submitted a request for approval of the tenancy up to the time when the PHA approves or denies the request.
- (d) Progress report by family to the PHA. During the initial or any extended



term of a voucher, the PHA may require the family to report progress in leasing a unit. Such reports may be required at 30-day intervals or times as determined by the PHA. This PHA requires progress in leasing a unit every 30-days.

**V. Illegal discrimination: PHA assistance to family. (982.304)**

A family may claim that illegal discrimination because of race, color, religion, sex, national origin, age, familial status or disability prevents the family from finding or leasing a suitable unit with assistance under the program. The PHA must give the family information on how to fill out and file a housing discrimination complaint.

**VI. PHA approval of assisted tenancy. (982.305)**

(a) Program requirements. The PHA may not give approval for the family of the assisted tenancy, or execute a HAP contract, until the PHA has determined that all the following meet program requirements:

- (1) The unit is eligible;
- (2) The unit has been inspected by the PHA and passes HQS;
- (3) The lease includes the tenancy addendum; and
- (4) The rent to owner is reasonable.
- (5) At the time a family initially receives tenant-based assistance
  1. for occupancy of a dwelling unit, and
  2. where the gross rent of the unit exceeds the applicable payment standard for the family,
  3. the family share does not exceed 40 percent of the family's monthly adjusted income.

(b) Actions before lease term.

- (1) All of the following must always be completed before the beginning of the initial term of the lease for a unit:
  - (i) The PHA has inspected the unit and has determined that the unit satisfies the HQS;
  - (ii) The landlord and the tenant have executed the lease (including the HUD-prescribed tenancy addendum); and

- (iii) The PHA has approved leasing of the unit in accordance with program requirements.
- (2) (i) The PHA must inspect the unit, determine whether the unit satisfies the HQS, and notify the family and owner of the determination:

In the case of a PHA with up to 1250 budgeted units in its tenant-based program, within fifteen days after the family and the owner submit a request for approval of the tenancy.

- (ii) The fifteen-day clock (under paragraph (b)(2)(i)(A) or paragraph (b)(2)(i)(B) of this section) is suspended during any period when the unit is not available for inspection.
- (3) The PHA has approved leasing of the unit in accordance with program requirements. Per Federal Register.

- a. effective Sept. 15, 2000)

The lease is approvable and includes the lease addendum and the lead-based paint disclosure information as required in S 35.92(b) of 24 CFR.

- b. 24 CFR 35.92 (b) Lessor requirements. Each contract to shall include, as an attachment or within the contract, the following elements, in the language of the contract (e.g. English, Spanish):

- (1) A Lead Warning Statement with the following language, Housing built before 1978 may contain lead based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.
- (2) A statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint

and/or lead-based paint hazards. The lessor shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist in the housing, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.

- (3) A list of any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee. If no such records or reports are available, the lessor shall so indicate.
  - (4) A statement by the lessee affirming receipt of the information set out in paragraphs (b)(2) and (b)(3) of this section and the lead hazard information pamphlet required under 15 U.S.C. 2696.
  - (5) When any agent is involved in the transaction to lease target housing on behalf of the lessor, a statement that:
    - (l) the agent has informed the lessor of the lessor's obligations under 42 U.S. C. 4852d; and
    - (m) The agent is aware of his/her duty to ensure Compliance with the requirements of this subpart.
  - (6) The signatures of the lessors, agents, and lessees certifying to the accuracy of their statements to the best of their knowledge, along with the dates of signature.
- (c) When HAP contract is executed.
- (1) The PHA must use best efforts to execute the HAP contract before the beginning of the lease term. The HAP contract must be executed no later than 60 calendar days from the beginning of the lease term.
  - (2) The PHA may not pay any Housing Assistance Payment to the owner until the HAP contract has been executed.
  - (3) If the HAP contract is executed during the period of 60 calendar

days from the beginning of the lease term, the PHA will pay Housing Assistance Payments after execution of the HAP contract (in accordance with the terms of the HAP contract), to cover the portion of the lease term before execution of the HAP contract (a maximum of 60 days).

- (4) Any HAP contract executed after the 60-day period is void, and the PHA may not pay any Housing Assistance Payment to the owner.
- (d) Notice to family and owner. After receiving the family's request for approval of the assisted tenancy, the PHA must promptly notify the family and owner whether the assisted tenancy is approved.
- (e) Procedure after PHA approval. If the PHA has given approval for the family of the assisted tenancy, the owner and the PHA execute the HAP contract.

**VII. Lease and tenancy.** *(982.308)*

- (a) Tenant's legal capacity. The tenant must have legal capacity to enter a lease under State and local law. 'Legal Capacity' means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner. Under Texas Law, anyone under 18 cannot be held to lease or lease contract.
- (b) Form of lease.
  - (1) The tenant and owner must enter a written lease for the unit. The lease must be executed by the owner and the tenant.

If the owner uses a standard lease form for rental to unassisted tenants in the locality or the premises, the lease must be such standard form (plus the HUD-prescribed tenancy addendum). If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease, such as a PHA model lease (including the HUD-prescribed tenancy addendum). The HAP contract prescribed by HUD will contain the owner's certification that if the owner uses a standard lease form for rental to unassisted tenants, the lease is in such standard form.

- (c) State and local law. The PHA may review the lease to determine if the Lease complies with State and local law. The PHA may decline to approve the tenancy if the PHA determines that the lease does not comply with State or local law.
- (d) Required information. The lease must specify all of the following:

- 1) The names of the owner and the tenant.  

(The unit rented (address, apartment number, and any other information needed to identify the contract unit):
  - 2) The term of the lease (initial term and any provisions for Renewal):
  - 3) The amount of the monthly rent to owner, and
  - 4) 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.
- (d) Reasonable rent. The rent to owner must be reasonable (see S982.507)
- (e) Tenancy addendum.
- a. The HAP contract form required by HUD shall include an addendum (the 'tenancy addendum'), that sets forth:
    - (i) The tenancy requirements for the program (in accordance with this section and S 982.309 and 982.310); and
    - (ii) The composition of the household as approved by the PHA (family members and any PHA-approved live-in aide).
  - b. All provisions in the HUD-required tenancy addendum must be added word-for-word to the owner's standard form lease that is used by the owner for unassisted tenants. The tenant shall have the right to enforce the tenancy addendum against the owner, and the terms of the tenancy addendum shall prevail over any other provisions of the lease.
- (f) Changes in lease or rent.
- (1) If the tenant and the owner agree to any changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes must be in accordance with the requirements of this section.
  - (2) In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner.

- (i) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances.
  - (ii) If there are any changes in lease provisions governing the term of the lease.
  - (iii) If the family moves to a new unit, even if the unit is in the same building or complex.
- (g) PHA approval of the tenancy, and execution of a new HAP contract, are not required for changes in the lease other than as specified in paragraph (g)(2) of this section.
- (h) The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go in effect, and any such changes shall be subject to rent reasonableness requirements (see S 982.503).

**VIII. Term of assisted tenancy.** *(982.309)*

- (a) Initial term of lease.
- (1) Except as provided in paragraph (a)(2) of this section, the initial lease term must be for at least one year.
  - (2) The PHA may approve a shorter initial lease term if the PHA determines that:
    - (i) Such shorter term would improve housing opportunities for the tenant; and
    - (ii) Such shorter term is the prevailing local market practice.
  - (3) During the initial term of the lease, the owner may not raise the rent to owner.
  - (4) The PHA may execute the HAP contract even if there is less than one year remaining from the beginning of the initial lease term to the end of the last expiring funding increment under the consolidated ACC.
- (b) Term of HAP contract.
- (1) The term of the HAP contract begins on the first day of the lease term and ends on the last day of the lease term.

- (2) The HAP contract terminates if any of the following occurs:
  - (i) The lease is terminated by the owner or the tenant;
  - (ii) The PHA terminates the HAP contract; or
  - (iii) The PHA terminates assistance for the family.
- (c) Family responsibility.
  - (1) If the family terminates the lease on notice to the owner, the family must give the PHA a copy of the notice of termination at the same time. Failure to do this is a breach of family obligations under the program.
  - (2) The family must notify the PHA and the owner before the family moves out of the unit. Failure to do this is a breach of family obligations under the program.

**IX. Owner termination of tenancy.** *(982.310)*

- (a) Grounds. During the term of the lease, the owner may not terminate the tenancy except on the following grounds:
  - (1) Serious violation (including but not limited to failure to pay rent or other amounts due under the lease) or repeated violation of the terms and conditions of the lease;
  - (2) Violation of federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises; or
  - (3) Other good cause.
- (b) Nonpayment by PHA: Not grounds for termination of tenancy.
  - (1) The family is not responsible for payment of the portion of the rent to owner covered by the Housing Assistance Payment under the HAP contract between the owner and the PHA.
  - (2) The PHA failure to pay the Housing Assistance Payment to the owner is not a violation of the lease between the tenant and the owner. During the term of the lease the owner may not terminate the tenancy of the family for nonpayment of the PHA Housing Assistance Payment.
- (c) Criminal activity. Any of the following types of criminal activity by the

tenant, any member of the household, a guest or another person under the tenant's control shall be cause for termination of tenancy:

- (1) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents;
  - (2) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; or
  - (3) Any drug-related criminal activity on or near the premises.
- (d) Other good cause.
- (1) 'Other good cause' for termination of tenancy by the owner may include, but is not limited to, any of the following examples:
    - (i) Failure by the family to accept the offer of a new lease or revision;
    - (ii) A family history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the unit or premises;
    - (iii) The owner's desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit; or
    - (iv) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, or desire to lease the unit at a higher rental).
  - (2) During the initial lease term, the owner may not terminate the tenancy for 'other good cause'; unless the owner is terminating the tenancy because of something the family did or failed to do. For example, during this period, the owner may not terminate the tenancy for 'other good cause' based on any of the following grounds: failure by the family to accept the offer of a new lease or revision; the owner's desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit; or a business or economic reason for termination of the tenancy (see paragraph (d)(1)(iv) of this section).
  - (3) The Owner may not terminate assistance to a victim of domestic violence, dating violence or stalking based solely upon an incident or threat that was reported to law enforcement or victim's rights advocates.



- (e) Owner notice.--
  - (1) Notice of grounds.
    - (i) The owner must give the tenant a written notice that specifies the grounds for termination of tenancy during the term of the lease. The tenancy does not terminate before the owner has given this notice, and the notice must be given at or before commencement of the eviction action.
    - (ii) The notice of grounds may be included in, or may be combined with, any owner eviction notice to the tenant.
  - (2) Eviction notice.
    - (i) Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used under State or local law to commence an eviction action.
    - (ii) The owner must give the PHA a copy of any owner eviction notice to the tenant.
- (f) Eviction by court action. The owner may only evict the tenant from the unit by instituting a court action.
- (g) Regulations not applicable. 24 CFR part 247 (concerning evictions from Certain subsidized and HUD-owned projects) does not apply to a tenancy Assisted under this part 982.

**X. When assistance is paid.** *(982.311)*

- (a) Payments under HAP contract. Housing Assistance Payments are paid to the owner in accordance with the terms of the HAP contract. Housing Assistance Payments may only be paid to the owner during the lease term, and while the family is residing in the unit.
- (b) Termination of payment: When owner terminates the lease. Housing Assistance Payments terminate when the lease is terminated by the owner in accordance with the lease. However, if the owner has commenced the process to evict the tenant, and if the family continues to reside in the unit, the PHA must continue to make Housing Assistance Payments to the owner in accordance with the HAP contract until the owner has obtained a court judgment or other process allowing the owner to evict the tenant. The PHA shall continue such payments until the family moves from or is evicted from the unit, provided the owner is following the

eviction procedure in a timely manner.

- (c) Termination of payment: Other reasons for termination. Housing Assistance Payments terminate if:
  - (1) The lease terminates;
  - (2) The HAP contract terminates; or
  - (3) The PHA terminates assistance for the family.
- (d) Family move-out.
  - (1) If the family moves out of the unit, the PHA may not make any Housing Assistance Payment to the owner for any month after the month when the family moves out. The owner may keep the Housing Assistance Payment for the month when the family moves out of the unit.
  - (2) If a participant family moves from an assisted unit with continued tenant-based assistance, the term of the assisted lease for the new assisted unit may begin during the month the family moves out of the first assisted unit. Overlap of the last Housing Assistance Payment (for the month when the family moves out of the old unit) and the first assistance payment for the new unit, is not considered to constitute a duplicative housing subsidy.

**XI. Security deposit: Amounts owed by tenant.** *(982.313)*

- (a) The owner may collect a security deposit from the tenant.
- (b) The PHA will prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.
- (c) The owner may not hold the PHA responsible for any damages caused by the tenant.

**XII. Eligible Housing.** *(982.352)*

- (a) Ineligible housing. The following types of housing may not be Assisted by a PHA in the tenant-based programs.
  - (1) A public housing or Indian housing unit;

- (2) A unit receiving project-based assistance under Section 8 of The 1937 Act (42 U.S.C. 1437f);
  - (3) Nursing homes, board and care homes, or facilities providing Continual psychiatric, medical, or nursing services;
  - (4) College or other school dormitories;
  - (5) Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
  - (6) A unit occupied by its owner or by a person with any interest in the dwelling unit. (However, assistance may be provided for a family residing in a cooperative. Assistance may be provided to the owner of a manufactured home leasing a manufactured home space. In the case of shared housing, an owner unrelated to the assisted family may reside in the unit, but assistance may not be paid on behalf of the resident owner. For provisions on cooperative housing, manufactured home space rental, and shared housing, see part 982, subpart M.); and
- (4) For provisions on PHA disapproval of an owner, see §982.306.
- (b) PHA-owned housing
- (1) A unit that is owned by the PHA that administers the assistance under the consolidated ACC (including a unit owned by an entity substantially controlled by the PHA) may only be assisted under the tenant-based program if all the following conditions are satisfied: (PHA cannot inspect it's own units)
    - (i) The PHA must inform the family, both orally and in writing, that the family has the right to select any eligible unit available for lease, and a PHA-owned unit is freely selected by the family, without PHA pressure or steering.
    - (ii) The unit is not ineligible housing
    - (iii) During assisted occupancy, the family may not benefit from any form of housing subsidy that is prohibited under paragraph (c) of this section.
    - (iv) (A) The PHA must obtain the services of an independent entity to perform the following PHA functions as required

under the program rule:

- (1) To determine rent reasonableness in accordance with § 982.507. The independent agency shall communicate the rent reasonableness determination to the family and the PHA.
  - (2) To assist the family negotiate the rent to owner in Accordance with § 982.506.
  - (3) To inspect the unit for compliance with the HQS in accordance with § 982.305(a) and § 982.405 (except that § 982.405(e) is not applicable). The independent agency shall communicate the results of each such inspection to the family and the PHA.
- (B) The independent agency used to perform these functions must be approved by HUD. The independent agency may be the unit of general local government for the PHA jurisdiction (unless the PHA is itself the unit of general local government or an agency of such government), or may be another HUD-approved independent agency.
- (C) The PHA may compensate the independent agency from PHA ongoing administrative fee income for the services Performed by the independent agency. The PHA may not use other program receipts to compensate the independent agency for such services. The PHA and the independent agency may not charge the family any fee or charge for the services provided by the independent agency.
- (v) The PHA as owner is subject to the same program requirements that apply to other owners in the program.
- (c) Prohibition against other housing subsidy. A family may not receive the benefit of tenant-based assistance while receiving the benefit of any of the following forms of other housing subsidy, for the same unit or for a different unit.
- (1) Public or Indian housing assistance;
  - (2) Other Section 8 assistance (including other tenant-based assistance);
  - (3) Assistance under former Section 23 of the United States Housing

Act of 1937 (before amendment by the Housing and Community Development Act of 1974);

- (4) Section 101 rent supplements;
- (5) Section 236 rental assistance payments;
- (6) Tenant-based assistance under the HOME Program;
- (7) Rental assistance payments under Section 521 of the Housing Act of 1949 (a program of the Rural Development Administration);
- (8) Any local or State rent subsidy;
- (9) Section 202 supportive housing for the elderly;
- (10) Section 811 supportive housing for persons with disabilities;
- (11) Section 202 projects for non-elderly persons with disabilities (Section 162 assistance); or
- (12) Any other duplicative Federal, State, or local housing subsidy, as determined by HUD. For this purpose, 'housing subsidy' does not include the housing component of a welfare payment, a social security payment received by the family, or a rent reduction because of a tax credit.

(Approved by the Office of Management and Budget under control number 2577-0169).  
{60 FR 45661, Sept. 1, 1995; 63 FR 23860, April 30, 1998; 64 FR 13057, March 16, 1999; 64 FR 26645, May 14, 1999; 64 FR 43613, Aug. 11, 1999; 64 FR 56911, Oct. 21, 1999}

**XIII. Where family can lease a unit with tenant-based assistance. (982.353)**

GHA issues vouchers for the welfare of Grapevine Residents. Anyone who receives a voucher through GHA must remain in GHA's jurisdiction for a period of one year before porting to another jurisdiction.

- (a) Assistance in the initial PHA jurisdiction. The family may receive tenant-based assistance to lease a unit located anywhere in the jurisdiction (as determined by State and local law) of the initial PHA. HUD may nevertheless restrict the family's right to lease such a unit anywhere in such jurisdiction if HUD determines that limitations on a family's opportunity to select among available units in that jurisdiction are appropriate to achieve desegregation goals in accordance with obligations generated by a court order or consent decree.
- (b) A Section 8 Housing Choice Voucher Participant who is a victim of

domestic violence, dating violence or stalking may request and be granted portability due to the incident or threat if they are otherwise compliant with all program obligations and the perpetrator has moved out of the dwelling unit. The victim will be required to provide certification that they are a victim of domestic violence, dating violence or stalking, and that the actual or threatened abuse meets the requirements set forth in the VAWA. Such certification must include the name of the perpetrator. If the requested certification is not provided within 14 business days, assistance may be terminated.

- (n) Portability: Assistance outside the initial PHA jurisdiction. Subject to paragraph (c) of this section, and Section 1 herein, a voucher-holder or participant family has the right to receive tenant-based Voucher assistance in accordance with requirements of this part to lease a unit outside the initial PHA jurisdiction, anywhere in the United States, in the jurisdiction of a PHA with a tenant-based program under this part. Portability may be denied if the move would cause a financial burden on the PHA. The initial PHA must not provide such portable assistance for a participant if the family has moved out of its assisted unit in violation of the lease.
  
- (d) Nonresident applicants.
  - (1) This paragraph (c) applies if neither the household head or spouse of an assisted family already had a 'domicile' (legal residence) in the jurisdiction of the initial PHA at the time when the family first submitted an application for participation in the program to the initial PHA.
  - (2) The following apply during the 12-month period from the time when a family described in paragraph (c)(1) of this section is admitted to the program:
    - (i) The family may lease a unit anywhere in the jurisdiction of the initial PHA;
    - (ii) The family does not have any right to portability;
    - (iii) The initial PHA may choose to allow portability during this period.
  - (3) If both the initial PHA and a receiving PHA agree, the family may lease a unit outside the PHA jurisdiction under portability procedures.

- (e) Income eligibility. (Immediate Port must be income eligible with receiving housing authority)
  - (1) For admission to the program, a family must be income eligible in the area where the family initially leases a unit with assistance under the program.
  - (2) If a portable family is a participant in the initial PHA Section 8 tenant-based program (either the PHA Voucher Program or the PHA Certificate Program), income eligibility is not re-determined when the family moves to the receiving PHA program under portability procedures.
  - (3) Except as provided in paragraph (d)(2) of this section, a portable family must be income eligible for admission to the Voucher Program in the area where the family leases a unit under portability procedures.
- (f) Leasing in-place. If the dwelling unit is approvable, a family may select the dwelling unit occupied by the family before selection for participation in the program.
- (g) Freedom of choice. The PHA may not directly or indirectly reduce the family's opportunity to select among available units except as provided in paragraph (a) of this section, or elsewhere in this part 982 (e.g. prohibition on use of ineligible housing, housing not meeting HQS, or housing for which the rent to owner exceeds a reasonable rent).

**XIV. Portability: Administration by receiving PHA.** *(982.355)*

- (a) When a family moves under portability (in accordance with S 982.353(b)) to an area outside the initial PHA jurisdiction, another PHA (the receiving PHA) must administer assistance for the family if a PHA with a tenant-based program has jurisdiction in the area where the unit is located.
- (b) In the conditions described in paragraph (a) of this section, a PHA with jurisdiction in the area where the family wants to lease a unit must issue a Voucher to the family. If there is more than one such PHA, the initial PHA may choose the receiving PHA.
- (c) Portability procedures.
  - (1) The receiving PHA does not redetermine eligibility for a portable family that was already receiving assistance in the initial PHA Section 8 tenant-based program (either the PHA Voucher Program

or Certificate Program). However, for a portable family that was not already receiving assistance in the PHA tenant-based program, the initial PHA must determine whether the family is eligible for admission to the receiving PHA Voucher Program. Receiving PHA admission procedures must be followed.

- (2) The initial PHA must contact the receiving PHA on the family's behalf. The initial PHA must promptly notify the receiving PHA to expect the incoming family. The initial PHA on behalf of the family shall contact the receiving PHA by telephone, fax or e-mail. The initial PHA shall also advise the family how to contact and request assistance from the receiving PHA by providing the family with a name (when available) and telephone number of the Portability Department of the receiving PHA.
- (3) The family must promptly contact the receiving PHA, and comply with receiving PHA procedures for incoming portable families.
- (4) The initial PHA must complete Part 1 of the Form HUD-52665 and mail or fax it to the receiving PHA along with the most recent HUD Form 50058 (Family Report) for the family, and related verification information. In the case of an applicant, the initial PHA has not completed the HUD-50058 and submitted the information to HUD because the family is not a new admission. However, the PHA must provide the family information and income information to the receiving PHA in a format similar to the Form HUD-50058 so that the information is easily available for use by the receiving PHA. If the receiving PHA opts to conduct a new reexamination, the receiving PHA may not delay issuing the family a Voucher or otherwise delay approval of a unit unless the recertification is necessary to determine income eligibility.
- (5) When the portable family requests assistance from the receiving PHA, the receiving PHA must promptly inform the initial PHA whether the receiving PHA will bill the initial PHA for assistance on behalf of the portable family, or will absorb the family into its own program. Part I of the form HUD 52665 contains the date by which the initial billing notice provided by the receiving PHA must be received by the initial PHA. The initial billing submission must be received by the initial PHA no later than 60 days following the expiration date of the family voucher issued by the initial PHA. If the initial PHA has not received a billing notice by the deadline, the initial PHA must contact the receiving PHA to determine the status of the family if the initial PHA intends not to honor a late billing submission. If the receiving PHA reports that the family is not yet under HAP contract, the initial PHA may inform the receiving PHA



that they will not accept any subsequent billing on behalf of the family. Once the initial PHA has so notified the receiving PHA, the initial PHA is not required to honor any billing notice received after the billing deadline. If the initial PHA still subsequently receives a late billing notice on behalf of the family, it simply returns the late Form HUD-52665 to the receiving PHA, and the receiving PHA must absorb the family.

Grapevine Housing Authority does not absorb portable families due to the number of applicants on waiting list.

- (6) The receiving PHA must promptly issue a Voucher to the family. The term of the receiving PHA Voucher may not expire before the expiration date of the initial PHA voucher. The receiving PHA must determine whether to extend the Voucher term. However, if the receiving PHA provides the family with search time beyond the expiration date of the initial PHA's voucher, it must inform the initial PHA of the extension and should bear in mind the billing deadline provided by the initial PHA. Unless willing and able to absorb the family, the receiving PHA should ensure that any voucher expiration date would leave sufficient time to process a Request for Lease Approval, execute a HAP contract, and cover the anticipated delivery time (if the PHA is not submitting the billing information by fax or email) so that it will be received by the initial PHA by the deadline date. The family must submit a request for approval of the tenancy to the receiving PHA during the term of the receiving PHA voucher. A receiving PHA should not process the family if the initial PHA voucher has already expired when it receives the paperwork from the initial PHA, but should refer the family back to the initial PHA. The initial PHA would have to decide to extend the term of the initial PHA voucher (and the billing deadline) before the receiving PHA would process the portability move in such an instance.

The receiving PHA must process the family's paperwork and issue the incoming family a voucher for its jurisdiction within two weeks of receiving the HUD-52665 and supporting documentation, provided the information is in order, the family has contacted the receiving PHA, and the family complies with the receiving PHA's procedures.

- (7) The receiving PHA must determine the family unit size for the portable family. The family unit size is determined in accordance with the subsidy standards of the receiving PHA.
- (8) The receiving PHA must promptly notify the initial PHA if the family

has leased an eligible unit under the program, or if the family fails to submit a request for approval of the tenancy for an eligible unit within the term of the voucher.

- (9) To provide tenant-based assistance for portable families, the receiving PHA must perform all PHA program functions, such as reexaminations of family income and composition. At any time, either the initial PHA or the receiving PHA may make a determination to deny or terminate assistance to the family in accordance with SS 982.552 and 982.553.
  - (10) When the family has a right to lease a unit in the receiving PHA Jurisdiction under portability procedures in accordance with S982.353(b), the receiving PHA must provide assistance for the Family. Receiving PHA procedures and preferences for selection among eligible applicants do not apply, and the receiving PHA waiting list is not used. However, the receiving PHA may deny or Terminate assistance for family action or inaction in accordance With SS 982.552 and 982.553.
- (d) Absorption by the receiving PHA.
- (1) If funding is available under the consolidated ACC for the receiving PHA Voucher Program when the portable family is received, the receiving PHA may absorb the family into the receiving PHA Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for the receiving PHA tenant-based program.
  - (2) HUD may require that the receiving PHA absorb all or a portion of the portable families.
- (e) Portability Billing.
- (1) To cover assistance for a portable family, the receiving PHA may bill the initial PHA for Housing Assistance Payments and administrative fees. The receiving PHA must promptly inform the initial PHA if it intends to absorb or bill. The receiving PHA must complete and mail Part II of the Form HUD-52665 within 10 working days from the date a HAP contract is executed on behalf of a family. This paragraph (e) describes the billing procedure.
  - (2) The initial PHA must pay the first billing amount due within 30 calendar days of receipt of Part II of the Form HUD-52665. Subsequently, the initial PHA must make payment each month the billing arrangement is in effect. The payment must be provided in a form and manner that the receiving PHA is able and willing to

accept. Initial PHAs involved in billing arrangements must ensure that subsequent monthly billing payments are received by the receiving PHA no later than the fifth working day of each month. If initial payment is not received by the receiving PHA after 30-days a reminder letter shall be mailed to the executive director of the initial PHA requesting payment. If a second demand letter is mailed for the initial payment plus the next months billings and payment is not received the balance shall be turned over for collection. The amount of the Housing Assistance Payment for a portable family in the receiving PHA program is determined in the same manner as for other families in the receiving PHA program.

- (3) The initial PHA must promptly reimburse the receiving PHA for 80 percent of the initial PHA on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs from the receiving PHA. If both PHAs agree, the PHA's may negotiate a different amount of reimbursement.
  - (4) HUD may reduce the administrative fee to an initial or receiving PHA if the PHA does not comply with HUD portability requirements.
  - (5) In administration of portability, the initial PHA and the receiving PHA must comply with financial procedures required by HUD, including the use of HUD-required billing forms. The initial and receiving PHA must comply with billing and payment deadlines under the financial procedures.
  - (6) A PHA must manage the PHA tenant-based program in a manner that ensures that the PHA has the financial ability to provide assistance for families that move out of the PHA program under the portability procedures that have not been absorbed by the receiving PHA, as well as for families that remain in the PHA program.
  - (7) When a portable family moves out of the tenant-based program of a receiving PHA that has not absorbed the family, the PHA in the new jurisdiction to which the family moves becomes the receiving PHA, and the first receiving PHA is no longer required to provide assistance for the family.
- (f) Portability funding.
- (1) HUD may transfer funds for assistance to portable families to the receiving PHA from funds available under the initial PHA ACC.
  - (2) HUD may provide additional funding (e.g., funds for incremental units) to the initial PHA for funds transferred to a receiving PHA for

portability purposes.

- (3) HUD may provide additional funding (e.g., funds for incremental units) to the receiving PHA for absorption of portable families.
- (4) HUD may require the receiving PHA to absorb portable families.

#### **XV. Obligations of participant.**

- (a) Purpose. This section states the obligations of a participant family under the program.
- (b) Supplying required information--
  - (1) The family must supply any information that the PHA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. 'Information' includes any requested certification, release or other documentation.
  - (2) The family must supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
    - (i) All Sources of Income including but not limited to:
      - (a) Social Security/Disability Payments
      - (b) Employment/Self Employment
      - (c) Child Support
      - (d) Pension/Retirement Funds
      - (e) Financial assistance in excess of amounts received for tuition from private sources or institution of higher education
    - (ii) The process of verifying income shall be by the use of but not Limited to:
      - (a) Upfront Income Verification
      - (b) Third party verifications
      - (c) TASS
      - (d) Verification of Child Support through local child support offices of the Family Court and Office of the Attorney General with written permission of client.
      - (e) Check Stubs
      - (f) Documented phone conversations

- (3) The family must disclose and verify social security numbers and must sign and submit consent forms for obtaining information.
- (4) Any information supplied by the family must be true and complete.
- (c) HQS breach caused by family. The family is responsible for an HQS breach caused by the family.
- (d) Allowing PHA inspection. The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice.
- (e) Violation of lease. The family may not commit any serious or repeated violation of the lease.
- (f) Family notice of move or lease termination. The family must notify the PHA and the owner before the family moves out of the unit, or terminates the lease on notice to the owner.
- (g) Owner eviction notice. The family must promptly give the PHA a copy of any owner eviction notice.
- (h) Use and occupancy of unit--
  - (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 PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit. 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 as provided in paragraph (h)(4) of this section).
  - (3) The family must promptly notify the PHA if any family member no longer resides in the unit.
  - (4) If the PHA has given approval, a foster child or a live in aide may reside in the unit. The PHA has the discretion to adopt reasonable policies concerning residence by a foster child or a live in aide, and defining when PHA consent may be given or denied.
  - (5) Members of the household may engage in legal profit making activities in the unit, in accordance to City and State regulations but only if such activities are incidental to primary use of the unit for residence by members of the family.

- (6) The family must not sublease or let the unit.
- (7) The family must not assign the lease or transfer the unit.
- (i) Absence from unit. The family must supply any information or certification requested by the PHA to verify that the family is living in the unit, or relating to family absence from the unit, including any PHA-requested information or certification on the purposes of family absences. The family must cooperate with the PHA for this purpose. The family must promptly notify the PHA of absence from the unit.
- (j) Interest in unit. The family must not own or have any interest in the unit.
- (k) 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 programs.
- (l) Crime by family members. The members of the family may not engage in drug-related criminal activity, or violent criminal activity.
- (m) Other housing assistance. An assisted family, or members of the family, may not receive Section 8 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.

**XV. PHA denial or termination of assistance for family. (982.552)**

- (a) Action or inaction by family.--
  - (1) A PHA will deny assistance for an applicant or terminate assistance for a participant under the programs because of the family's action or failure to act as described in this section or S 982.553. The provisions of this section do not affect denial or termination of assistance for grounds other than action or failure to act by the family.
  - (2) Denial of assistance for an applicant will include any or all of the following: denying listing on the PHA waiting list, denying or withdrawing a voucher, refusing to enter into a HAP contract or approve a lease, and refusing to process or provide assistance under portability procedures.
  - (3) Termination of assistance for a participant will include any or all of

the following: refusing to enter into a HAP contract or approve a lease, terminating Housing Assistance Payments under an outstanding HAP contract, and refusing to process or provide assistance under portability procedures.

- (4) This section does not limit or affect exercise of the PHA rights and remedies against the owner under the HAP contract, including termination, suspension or reduction of housing assistance payments, or termination of the HAP contract.

(b) Requirement to deny admission or terminate assistance.

- (1) (Reserved)
- (2) The PHA must terminate program assistance for a family evicted from housing assisted under the program for serious violation of the lease.
- (3) The PHA must deny admission to the program for an applicant, or terminate program assistance for a participant, if any member of the family fails to sign and submit consent forms for obtaining information in accordance with 24 CFR Part 5, subparts B and F.
- (4) The family must submit required evidence of citizenship or eligible immigration status. See 24 CFR Part 5 of this title for a statement of circumstances in which the PHA must deny admission or terminate program assistance because a family member does not establish citizenship or eligible immigration status, and the applicable informal hearing procedures.

(c) Authority to deny admission or terminate assistance.

- (1) Grounds for denial or termination of assistance. The PHA may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following grounds.
  - (i) If the family violates any family obligations under the program (see S 982.551). See S 982.553 concerning denial or termination of assistance for crime by family members.
  - (ii) If any member of the family has ever been evicted from Housing.
  - (iii) If a PHA has ever terminated assistance under the program for any member of the family.
  - (iv) If any member of the family has committed fraud, bribery, or

any other corrupt or criminal act.

- (v) If the family currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or Public Housing assistance under the 1937 Act.
  - (vi) If the family has not reimbursed amounts for rent, damages to the unit, or other amounts owed by the family under a lease.
  - (vii) If the family breaches an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA. (The PHA, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a PHA or amounts paid to an owner of a PHA. The PHA may prescribe the terms of the agreement)
  - (viii) If a family participating in the FSS Program fails to comply, without good cause, with the family's FSS contract of participation.
  - (ix) If a welfare-to-work (WTW) family fails to fulfill its obligation under the welfare-to-work voucher program.
  - (c) If the family fails to fulfill its obligations under the Section 8 Welfare-to-Work Voucher Program.
  - (x) Zero income tenants failure to comply with PHA requirements to make reasonable effort to locate employment.
  - (xiii) If the family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education as specified in 24 CFR 5.612
- (2) PHA discretion to consider circumstances. In determining whether to deny admission or terminate assistance because of action or failure to act by members of the family:
- (i) The PHA has discretion to consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, Mitigating circumstances related to the disability of a family member, and the effects or denial or termination of assistance on other family members who were not involved in the action or failure.
  - (ii) The PHA may impose, as a condition of continued assistance for other family members, a requirement that other family members who participated in or were culpable for the action or



failure will not reside in the unit. The PHA may permit the other members of a participant family to continue receiving assistance.

- (iii) If the family includes a person with disabilities, the PHA decision concerning such action is subject to consideration of reasonable accommodation in accordance with 24CFR Part 8.
  - (iv) The PHA or Owner may deny, remove, or terminate assistance to an individual perpetrator of a reported incident of domestic violence in the household and continue to allow the victim of domestic violence, dating violence or stalking or other household members to continue to receive housing assistance. This does not limit the authority of the PHA, owner or landlord to terminate assistance for other criminal activity or good cause.
- (d) Information for family. The PHA must give the family a written description of:
- (1) Family obligations under the program.
  - (2) The grounds on which the PHA will deny or terminate assistance because of family action or failure to act.
  - (3) The PHA informal hearing procedures.
- (e) Applicant screening. The PHA may at any time deny program assistance for an applicant in accordance with the PHA policy, as stated in the PHA administrative plan, on screening of applicants for family behavior or suitability for tenancy

**XVI. Crime by family members.** *(982.553)*

- (a) At any time, the PHA will deny assistance to an applicant, or terminate assistance to a participant family if any member of the family commits:
  - (1) Drug-related criminal activity; or
  - (2) Criminal activity.
  - (3) Disruptive to neighbors enjoyment of residences.
- (b) If the PHA seeks to deny or terminate assistance because of illegal use, or possession for personal use, of a controlled substance, such use or

possession must have occurred within one year before the date that the PHA provides notice to the family of the PHA determination to deny or terminate assistance.

- (c) Evidence of criminal activity. In determining whether to deny or terminate assistance based on drug-related criminal activity or violent criminal activity, the PHA may deny or terminate assistance if the preponderance of evidence indicates that a family member has engaged in such activity, regardless of whether the family member has been arrested or convicted.

### **SECTION 3 ANY SPECIAL RULES FOR USE OF AVAILABLE FUNDS WHEN HUD PROVIDES FUNDING TO THE PHA FOR A SPECIAL PURPOSE (E.G., DESEGREGATION), INCLUDING FUNDING FOR SPECIFIED FAMILIES OR A SPECIFIED CATEGORY OF FAMILIES**

Any use of funding for special purposes, (e.g. desegregation), including funding for specified families or a specified category of families, will be used in accordance with:

- (a) Any written HUD regulation;
- (b) Any state or local law;
- (c) PHA board approval.

### **SECTION 4 OCCUPANCY POLICIES**

#### **24 CFR Part 5.236**

#### **Upfront Income Verification shall be used to verify income**

at the issuance of voucher and annual re-certification. The following guidelines will be used:

- (a)(2) Upon receiving income information from a SWICA or a Federal agency, HUD or, when applicable, the PHA shall compare the information with the information about a family's income that was:
  - (i) Provided by the assistance applicant or participant to the PHA;  
or
  - (ii) Obtained by the owner (or mortgagee, as applicable) from the assistance applicant or participant or from his or her employer.

When the income information reveals an employer or other income sources that was

not disclosed by the assistance applicant or participant, or when the income information differs substantially from the information received from the assistance applicant or participant or from his or her employer, the PHA shall have the right to determine if a repayment agreement is applicable at this time. Refer to UIV policy.

**I. Family income and composition: Regular and interim examinations.** (982.516)

- (a) PHA responsibility for re-examination and verification.
    - (1) PHA responsibility for reexamination and verification. The PHA must conduct a reexamination of family income and composition at least annually.
    - (2) The PHA must obtain and document in the participant file third party verification of the following factors, or must document in the participant file why third party verification was not available: (See definition for income categories as listed below)
      - (i) Reported family annual income; including temporary and sporadic income per definitions in policy.
      - (ii) The value of assets; (See definition of assets per policy)
      - (iii) Expenses related to deductions from annual income; and
      - (iv) Other factors that affect the determination of adjusted income.
      - (v) Any financial assistance, in excess of amounts received for tuition, from private sources or institution of higher education, except for a person over the age of 23 with dependant children. Loan income is to be excluded as income.
    - (3) Authority will utilize the Up Front Income Verification System in conjunction with a **written third party verification**. If the first attempts of verification are not received by the 10<sup>th</sup> day the Authority will make a second:
      - (i) Phone verification with the results recorded in the file, dated, and signed by PHA staff.
      - (ii) Fax verification
- If the second attempts of verification are not received by the 10<sup>th</sup>

day the following methods may be used:

- (iii) Review of documents (check stubs, benefit letters, bank statements etc.) and
- (iv) If no other form of verification is available, applicant certification. Each file will be documented to show that the PHA staff attempted to obtain third party written documentation before relying on a less acceptable form of information.

(2) Forms of Verification may include but are not limited to:

- (i) Checklists completed as part of the interview process and signed by applicant
- (ii) Verification forms completed and signed by third parties
- (iii) UIV, TASS and Child Support Reports received off Computer
- (iv) Reports of interviews
- (v) Letters
- (vi) Notes of telephone conversations with reliable sources, dated and signed.

(b) When PHA conducts interim reexamination.

- (1) At any time, the PHA may conduct an interim reexamination of family income and composition.
- (c) At any time, the family may request an interim determination of family income or composition because of any changes since the last determination. The PHA will make the interim determination within a reasonable time after the family request. A systematic UIV update may be processed at this time.
- (3) Interim examinations must be conducted in accordance with policies in the PHA administrative plan and Upfront Income Verification policy (Section 23).

(c) Family reporting of change. The PHA must adopt policies prescribing when and under what conditions the family must report a change in family income or composition.

- (1) Families must report any change in income before the 25<sup>th</sup> day of the month and the change in income must first be verified for it to effect the rent on the first day of the following month.
  - (2) Family composition must be reported immediately.
- (c) Effective date of reexamination.
- (1) The effective date of a change in the housing assistance payment resulting from an interim re-determination will begin immediately after verification is received in case of a decrease in income. When housing assistance payment increased due to an increase in income the effective date of the increase shall be 60-days from the 1<sup>st</sup> day of the following month.
  - (2) At the effective date of a regular or interim reexamination, the PHA will make appropriate adjustments in the housing assistance payment. (For a voucher tenancy, the housing assistance payment shall be calculated in accordance with S 982.505. For a certificate tenancy, the housing assistance payment shall be calculated with S 982.518).
- (e) Family member income. Family income must include income of all family members, including family members not related by blood or marriage. If any new family member is added, family income must include any income of the additional family member. The PHA must conduct a reexamination to determine such additional income, and must make appropriate adjustments in the housing assistance payment. Income from children (including foster children) under 18 years of age shall be verified and counted and then excluded from family income. Income from children 18 and older living at home while attending school full time shall be verified and counted then all but \$480 will be excluded.

Social Security unearned income counted.

All assets will be verified. The amount of all savings **accounts** will be counted as assets. Any amount over \$500.00 in combined checking accounts will be considered as an asset.

Accuracy of family income data. The PHA will review all documentation received from participants and third-party verifications for accuracy and clarity. When third-party verification is not clear, a second verification request shall be sent or PHA staff shall contact the third-party by phone to receive clarification of information. Staff shall make notes to file concerning person they spoke with, date of conversation and results of

conversation.

- (f) Execution of release and consent.
  - (1) As a condition of admission to or continued assistance under the program, the PHA shall require the family head, and such other family members as the PHA designates, to execute a HUD-approved release and consent form (including any release and consent as required under part 760 of this title) authorizing any depository or private source of income, or any Federal, State or local agency, to furnish or release to the PHA or HUD such information as the PHA or HUD determines to be necessary.
  - (2) The PHA and HUD will limit the use or disclosure of information obtained from a family or from another source pursuant to this release and consent to purposes directly in connection with administration of the program.

## **II. Minimum rent and hardships** *(5.616)*

- (a) The PHA establishes a minimum rent of **\$50**.
- (b) The PHA will grant an exemption from payment of this minimum rent if the family is unable to pay that rent as a result of financial hardship, as described below.
  - (1) Financial hardship. The financial hardships that might be included are the following:
    - (i) When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program;
    - (ii) When the family would be evicted as a result of the imposition of the minimum rent requirement;
    - (iii) When the income of the family has decreased because of changed circumstances, including loss of employment (proof of termination date will be required);
    - (iv) When a death has occurred in the family; and
    - (v) Other circumstances determined by the Executive Director

- (2) Request for hardship exemption. **Must be in writing from tenant.**
- (c) For Section 8 Certificate, Voucher and Moderate Rehabilitation programs and Project-Based Section 8 assistance.
  - (A) If a family requests a hardship exemption, the responsible entity must suspend the minimum rent requirement beginning the month following the family's hardship request until the responsible entity determines whether there is a qualifying financial hardship and whether it is temporary or long term.
  - (B) If the PHA determines there is a qualifying financial hardship, but that it is temporary, the PHA may not impose a minimum rent for a period of 90 days from the date of the family's request. At the end of the 90-day suspension period, a minimum rent is imposed retroactively to the time of suspension for an additional 90-days. At the end of the 180-days the PHA will reassess the situation to determine if long a term hardship exists. The family must be offered a responsible repayment agreement for the amount of back rent owed.

**Should be 30 day period, then 0 income. Must be Verified. Short term can be put on re-payment Plan. "Long Term" not paid back to PHA.**

- (C) Disability hardships are based solely on physical certification by doctor. Hardships are based solely on physical disability certified by a doctor. The participant must be medically certified unable to be gainfully employed.
  - (i) For all programs.
    - (A) If the PHA determines there is no qualifying hardship exemption, the PHA will reinstate the minimum rent including the back payment for minimum rent from the time of suspension on terms and conditions established by the responsible entity.
    - (B) If the PHA determines there is a qualifying long-term financial hardship, the responsible entity must exempt the family from the minimum rent requirements.
    - (C) Disability hardships are based solely on physical condition being certified by doctor, stating the participant is totally unable to be gainfully employed.

### **III. Utility allowance schedule. (982.517)**

#### **(a) Maintaining schedule.**

- (1) The PHA will maintain a utility allowance schedule for all tenant-paid utilities (except telephone), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse).
- (2) The PHA will give HUD a copy of the utility allowance schedule. At HUD's request, the PHA also must provide any information or procedures used in preparation of the schedule.

#### **(b) How allowances are determined.**

- (1) The utility allowance schedule must be determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the PHA must use normal patterns of consumption for the community as a whole and current utility rates.
- (2)
  - (i) The PHA's utility allowance schedule, and the utility allowance for an individual family, must include the utilities and services that are necessary in the locality to provide housing that complies with the housing quality standards. However, the PHA may not provide any allowance for non-essential utility costs, such as costs of cable or satellite television.
  - (ii) In the utility allowance schedule, the PHA must classify utilities and other housing services according to the following general categories: space heating; air conditioning; cooking; water heating; water; sewer; trash collection (disposal of waste and refuse); other electric; refrigerator (cost of tenant-supplied refrigerator); range (cost of tenant-supplied range); and other specified housing services. The PHA must provide a utility allowance for tenant-paid air-conditioning costs if the majority of housing units in the market provide centrally air-conditioned units or there is appropriate wiring for tenant-installed air conditioners.



- (3) The cost of each utility and housing service category must be stated separately. For each of these categories, the utility allowance schedule must take into consideration unit size (by number of bedrooms), and unit types (e.g., apartment, row-house, town house, single-family detached, and manufactured housing) that are typical in the community.
  - (4) The utility allowance schedule must be prepared and submitted in accordance with HUD requirements on the form prescribed by HUD.
- (c) Revisions of utility allowance schedule.
- (1) The PHA must review its schedule of utility allowances each year, and must revise its allowance for a utility category if there has been a change of 10 percent or more in the utility rate since the last time the utility allowance schedule was revised. The PHA must maintain information supporting its annual review of utility allowances and any revisions made in its utility allowance schedule.
  - (2) At HUD's direction, the PHA must revise the utility allowance schedule to correct any errors, or as necessary to update the schedule.
- (d) Use of utility allowance schedule.
- (1) The PHA must use 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 PHA subsidy standards).
  - (2) At reexamination, the PHA must use the PHA's current utility allowance schedule.
- (e) Higher utility allowance as reasonable accommodation for a person with disabilities. On request from a family that includes a person with disabilities, the PHA must approve a utility allowance which is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation in accordance with 24 CFR part 8 to make the program accessible to and usable by the family member with a disability.

**IV. Voucher tenancy: How to calculate Housing Assistance Payment. (982.505)**

- (a) Use of payment standard. A payment standard is used to calculate the monthly Housing Assistance Payment for a family. The payment

standard' is the maximum monthly subsidy payment.

- (b) Amount of monthly Housing Assistance Payment. The PHA shall pay a monthly Housing Assistance Payment on behalf of the family that is equal to the lower of:
  - (1) The payment standard for the family minus the total tenant payment; or
  - (2) The gross rent minus the total tenant payment.
- (c) Payment standard for family.
  - (1) The payment standard for the family is the lower of:
    - (i) The payment standard amount for the family unit size; or
    - (ii) The payment standard amount for the size of the dwelling unit rented by the family.
  - (2) If the dwelling unit is located in an exception area, the PHA must use the appropriate payment standard amount established by the PHA for the exception area in accordance with S 982.503.
  - (3) During the first 24 months of the HAP contract term, the payment Standard for a family is the higher of:
    - (i) The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraphs (c) (1) and (c) (2) of this section, minus any amount by which the initial rent to owner exceeds the current rent to owner; or
    - (ii) The payment standard, as determined in accordance with paragraphs (c) (1) and (c) (2) 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.
  - (4) After the first 24 months of the HAP contract term, the payment standard for a family is the payment standard as determined in accordance with paragraphs (c) (1) and (c)(2) of this section, as determined at the effective date of the most recent regular reexamination of family income and composition after the beginning of the HAP contract term.
  - (5) At the next regular reexamination following a change in family size

or composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:

- (i) Paragraph (c)(3)(I) of this section does not apply, and
- (ii) The new family unit size must be used to determine the payment standard.

**V. Regular tenancy: Certificates--How to calculate Housing Assistance Payment.** *(982.518)*

The monthly Housing Assistance Payment equals the gross rent, minus the higher of:

- (a) The total tenant payment; or
- (b) The minimum rent as required by law.

**VI. Regular tenancy: Certificates-- Annual adjustment of rent to owner.** *(982.519)*

- (a) When rent is adjusted. At each annual anniversary date of the HAP contract, the PHA must adjust the rent to owner at the request of the owner in accordance with this section.
- (b) Amount of annual adjustment.
  - (1) The adjusted rent to owner equals the lesser of:
    - (i) The pre-adjustment rent to owner multiplied by the applicable Section 8 annual adjustment factor, published by HUD in the Federal Register, that is in effect 60 days before the HAP contract anniversary;
    - (ii) The reasonable rent (as most recently determined or redetermined by the PHA in accordance with (Section 15); or
    - (iii) The amount requested by the owner.
  - (2) In making the annual adjustment, the pre-adjustment rent to owner does not include any previously approved special adjustments.
  - (3) The rent to owner may be adjusted up or down in accordance with

this section.

- (4) Notwithstanding paragraph (b)(1) of this section, the rent to owner for a unit must not be increased at the annual anniversary date unless:
  - (i) The owner requests the adjustment by giving at least a sixty day notice to the PHA; and
  - (ii) During the year before the annual anniversary date, the owner has complied with all requirements of the HAP contract, including compliance with the HQS.
- (5) The rent to owner will only be increased for Housing Assistance Payments covering months commencing on the later of:
  - (i) The first day of the first month commencing on or after the contract anniversary date; or
  - (ii) At least sixty days after the PHA receives the owner's request.
- (6) To receive an increase resulting from the annual adjustment for an annual anniversary date, the owner must request the increase at least sixty days before the next annual anniversary date.

**VII. Regular tenancy: Certificates-- Special adjustment of rent to owner. (982.520)**

- (a) Substantial and general cost increases.
  - (1) At HUD's sole discretion, HUD may approve a special adjustment of the rent to owner to reflect increases in the actual and necessary costs of owning and maintaining the unit because of substantial and general increases in:
    - (i) Real property taxes;
    - (ii) Special governmental assessments;
    - (iii) Utility rates; or
    - (iv) Costs of utilities not covered by regulated rates.
  - (2) A PHA may make a special adjustment of the rent to owner only if the adjustment has been approved by HUD. The owner does not have any right to receive a special adjustment.

- (b) Reasonable rent. The adjusted rent may not exceed the reasonable rent. The owner may not receive a special adjustment if the adjusted rent would exceed the reasonable rent.
- (c) Term of special adjustment.
  - (1) The PHA may withdraw or limit the term of any special adjustment.
  - (2) 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

**VIII. Regular tenancy: Certificates-- Rent to owner in subsidized project.** *(982.521)*

For a Certificate tenancy in an insured or non-insured Section 236 project, a Section 515 project of the Rural Development Administration, a Section 202 project or a Section 221(d)(3) below market interest rate project, the rent to owner is the basic rental charge (as defined in 12 U.S.C. 1715z-1(f)(1), minus any utility allowance for tenant-paid utilities). The rent to owner may not be adjusted by applying the published Section 8 annual adjustment factor, and a special adjustment may not be approved.

**IX. Definition of what group of persons may qualify as a 'family' and of when a family is 'continuously assisted'**

- (a) Definition of what group of persons may qualify as a 'family'; can be found in Section 1, I, (c), (1) through (5).
- (b) Definition of when a family is considered to be 'continuously assisted'; Can be found in Section 1, I, (d).

**SECTION 5 ENCOURAGING PARTICIPATION BY OWNERS OF SUITABLE UNITS LOCATED OUTSIDE AREAS OF LOW INCOME OR MINORITY CONCENTRATION**

Landlords or property owners will be encouraged to call the office and list any available rental property they would consider putting on the Section 8 Program.

**SECTION 6 ASSISTING A FAMILY THAT CLAIMS THAT ILLEGAL DISCRIMINATION HAS PREVENTED THE FAMILY FROM LEASING A SUITABLE UNIT**

**Illegal discrimination: PHA assistance to family.** *(982.304)*

A family may claim that illegal discrimination because of race, color, religion, sex, national origin, age, familial status or disability prevents the family from finding or leasing a suitable unit with assistance under the program. The PHA must give the family information on how to fill out and file a housing discrimination

complaint.

## **SECTION 7 PROVIDING INFORMATION ABOUT A FAMILY TO PROSPECTIVE OWNERS**

The PHA must give the owner the following information about the tenant:

- (a) The family's current and prior address (as shown in the PHA records); and
- (b) The name and address (if known to the PHA) of the landlord at the family's current and prior address.

## **SECTION 8 DISAPPROVAL OF OWNERS**

### **I. PHA disapproval of owner. (982.306)**

- (a) The PHA must not approve an assisted tenancy if the PHA has been informed (by HUD or otherwise) that the owner is debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

#### **HUD REQUIREMENT, NOT ADM. POLICY**

- (b) When directed by HUD, the PHA must not approve an assisted tenancy if:
  - (1) The federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending; or
  - (2) A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.
- (c) In its administrative discretion, the PHA may deny approval to lease a unit from an owner for any of the following reasons:
  - (1) The owner has violated obligations under a Housing Assistance Payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f);
  - (2) The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
  - (3) The owner has engaged in any drug-related criminal activity or any violent criminal activity;
  - (4) The owner has a history or practice of non-compliance with the

HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased with Project-Based Section 8 assistance or leased under any other federal housing program;

- (5) The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
    - (i) Threatens the right to peaceful enjoyment of the premises by other residents;
    - (ii) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;
    - (iii) Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
    - (iv) Is engaged in drug-related criminal activity or violent criminal activity;
  - (6) The owner has a history or practice of renting units that fail to meet State or local housing codes; or
  - (7) The owner has not paid State or local real estate taxes, fines or assessments.
- (d) The PHA must not approve a unit if the owner is the parent, child, **Son in law**, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities. This restriction against PHA approval of a unit only applies at the time a family initially receives tenant-based assistance for occupancy of a particular unit, but does not apply to PHA approval of a new tenancy with continued tenant-based assistance in the same unit.
- (e) Nothing in this rule is intended to give any owner any right to participate in the program.
- (f) For purposes of this section, 'owner' includes a principal or other interested party.

## **SECTION 9 SUBSIDY STANDARDS**

### **I. Subsidy standards.** *(982.402)*

- (a) Purpose.
  - (1) The PHA will establish subsidy standards that determine the number of bedrooms needed for families of different sizes and compositions. PHA subsidy standards are the same as HQS table on page 55.
  - (2) For each family, the PHA determines the appropriate number of bedrooms under the PHA subsidy standards (family unit size).
  - (3) The family unit size number is entered on the Voucher issued to the family. The PHA issues the family a Voucher for the family unit size when a family is selected for participation in the program.
  
- (b) Determining family unit size. The following requirements apply when the PHA determines family unit size under the PHA subsidy standards:
  - (1) The subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.
  - (2) The subsidy standards must be consistent with space requirements under the housing quality standards.
  - (3) The subsidy standards must be applied consistently for all families of like size and composition.
  - (4) A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.
  - (5) A family that consists of a pregnant woman (with no other persons) must be treated as a two-person family.
  - (6) Any live-in aide (approved by the PHA to reside in the unit to care for a family member who is disabled or is at least 50 years of age) must be counted in determining the family unit size;
  - (7) Unless a live in aide resides with the family, the family unit size for any family consisting of a single person must be either a zero or



one-bedroom unit, as determined under the PHA subsidy standards.

- (8) In determining family unit size for a particular family, the PHA may grant an exception to its established subsidy standards if the PHA determines that the exception is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances. (For a single person other than a disabled or elderly person or remaining family member, such PHA exception may not override the limitation in paragraph (b)(7) of this section.)
- (c) Effect of family unit size---maximum subsidy in Voucher Program. The family unit size as determined for a family under the PHA subsidy standard is used to determine the maximum rent subsidy for a family assisted in the Voucher Program. For a Voucher tenancy, the PHA establishes payment standards by number of bedrooms. The payment standard for a family shall be the lower of:
  - (1) The payment standard amount for the family unit size; or
  - (2) The payment standard amount for the unit size of the unit rented by the family.
- (d) Size of unit occupied by family.
  - (1) The family may lease an otherwise acceptable dwelling unit with fewer bedrooms than the family unit size. However, the dwelling unit must meet the applicable HQS space requirements.

<b>Voucher Bedroom Size</b>		<b>Maximum No. In Household</b>
<b>0 – Bedroom</b>		2
<b>1 – Bedroom</b>		2
<b>2 – Bedroom</b>		4
<b>3 – Bedroom</b>		6
<b>4 – Bedroom</b>		8
<b>5 – Bedroom</b>		10

- (b) The HQS rule for no more than 2 persons per sleeping room will be followed. The following criteria will be used in accordance with the

occupancy guidelines:

- (1) The bedroom size assigned will not require persons of the opposite sex other than husband and wife to occupy the same bedroom with the exception of infants and very young children under the age of three (3).
- (2) A two-bedroom unit may be used by a two-member family which consists of a single parent and child (over the age of three) or by a couple whom, due to medical reasons must have separate bedrooms, as approved by the PHA.
- (3) A three-bedroom unit may be used by a three-member family which consists of a single parent and near adult as children if the PHA determines the family can contribute to the additional cost of the larger unit.

## **II. Live in aide.** *(982.316)*

- (a) A family that consists of one or more elderly, near-elderly or disabled persons may request that the PHA approve a live-in aide to reside in the unit and provide necessary supportive services for a family member who is a person with disabilities. The PHA must approve a live-in aide if needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability, provided the aide passes the same screening and background checks. Appropriate documentation from a physician of the disabled person requesting the live-in aide will be required.
- (b) At any time, the PHA may refuse to approve a particular person as a live-in aide, or may withdraw such approval, if:
  - (1) The person commits fraud, bribery or any other corrupt or criminal act.
  - (2) The person commits or has been convicted of drug-related criminal activity or other criminal activity; or
  - (3) The person currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or Public Housing assistance under the 1937 Act.
  - (4) A live-in aide must pass PHA background checks.

## **SECTION 10 FAMILY ABSENCE FROM THE DWELLING UNIT**

**I. Absence from unit.** *(982.312)*

- (a) The family may be absent from the unit for brief periods, not to exceed fourteen days without proper notice to the PHA. For longer absences, the family may not be absent from the unit for a period of more than 90 consecutive calendar days in any circumstance, or for any reason.
- (b) Housing Assistance Payments terminate if the family is absent for longer than the maximum period permitted. The term of the HAP contract and assisted lease also terminate. (The owner must reimburse the PHA for any Housing Assistance Payment for the period after the termination.)
- (c) Absence means that no member of the family is residing in the unit.
  - (1) The family must supply any information or certification requested by the PHA to verify that the family is residing in the unit, or relating to family absence from the unit. The family must cooperate with the PHA for this purpose. The family must promptly notify the PHA of absence from the unit, including any information requested on the purposes of family absences.
  - (2) The PHA may adopt appropriate techniques to verify family occupancy or absence, including letters to the family at the unit, phone calls, visits or questions to the landlord or neighbors.

**SECTION 11 HOW TO DETERMINE WHO REMAINS IN THE PROGRAM IF A FAMILY BREAKS UP**

**Family break-up.** *(982.315)*

- (a) For a family with children;

The family member who will be responsible for children will remain on the program with continued assistance. If both head and spouse have custody of the children from previous marriages, the person who receives continued assistance must be decided by the head and spouse prior to program participation.
- (b) For a couple without children;

The person who receives continued assistance must be decided prior to program participation.
- (c) If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial

decree, the PHA is bound by the court's determination of which family members continue to receive assistance in the program.

## **SECTION 12 INFORMAL REVIEW PROCEDURES FOR APPLICANTS**

### **Informal review for applicant.** *(982.554)*

- (a) Notice to applicant. The PHA must give an applicant for participation prompt notice of a decision denying assistance to the applicant. The notice must contain a brief statement of the reasons for the PHA decision. The notice must also state that the applicant may request an informal review of the decision and must describe how to obtain the informal review. Statutory and regulatory requirements prohibit PHAs from taking any adverse actions against participants solely based on computer matching information.

PHAs may not suspend, terminate, reduce, or make a final denial of any tenant as a result of information produced by UIV until:

- (a) the tenant has received notice from the PHA of its findings and informing the tenant of the opportunity to contest such findings
  - (b) either the notice period provided in applicable regulations of the program, or 30 days, whichever is later, has expired. In most cases it is anticipated that PHAs will resolve income discrepancies with participants  
(See 24 CFR Part 5.236)
- (b) Informal review process. The PHA must give an applicant an opportunity for an informal review of the PHA decision denying assistance to the applicant. The Administrative Plan must state the PHA procedures for conducting an informal review. The PHA review procedures must comply with the following:
- (1) The review may be conducted by any person or persons designated by the PHA, other than a person who made or approved the decision under review or a subordinate of this person.
  - (2) The applicant must be given an opportunity to present written or oral objections to the PHA decision.
  - (3) The PHA must notify the applicant of the PHA final decision after the informal review, including a brief statement of the reasons for the final decision.
- (c) When informal review is not required. The PHA is not required to provide

the applicant an opportunity for an informal review for any of the following:

- (1) Discretionary administrative determinations by the PHA.
  - (2) General policy issues or class grievances.
  - (3) A determination of the family unit size under the PHA subsidy standards.
  - (4) A PHA determination not to approve an extension or suspension of a Voucher term.
  - (5) A PHA determination not to grant approval of the tenancy.
  - (6) A PHA determination that a unit selected by the applicant is not in compliance with HQS
  - (7) A PHA determination that the unit is not in accordance with HQS because of the family size or composition.
- (d) Restrictions on assistance for noncitizens. The informal hearing provisions for the denial of assistance on the basis of ineligible immigration status are contained in 24 CFR part 5.

## **SECTION 13 INFORMAL HEARING PROCEDURES FOR PARTICIPANTS**

### **Informal hearing for participant.** *(982.555)*

- (a) When hearing is required.--
- (1) A PHA must give a participant family an opportunity for an informal hearing to consider whether the following PHA decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations and PHA policies:
    - (i) A determination of the family's annual or adjusted income, and the use of such income to compute the Housing Assistance Payment.
    - (ii) A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the PHA utility allowance schedule.
    - (iii) A determination of the family unit size under the PHA subsidy standards.

- (iv) A determination that a Voucher Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the PHA subsidy standards, or the PHA determination to deny the family's request for an exception from the standards.
    - (v) A determination to terminate assistance for a participant family because of the family's action or failure to act.
    - (vi) A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under PHA policy and HUD rules.
  - (2) In the cases described in paragraphs (a)(1)(iv), (v) and (vi) of this section, the PHA must give the opportunity for an informal hearing before the PHA terminates Housing Assistance Payments for the family under an outstanding HAP contract.
- (b) When hearing is not required. The PHA is not required to provide a participant family an opportunity for an informal hearing for any of the following:
- (1) Discretionary administrative determinations by the PHA.
  - (2) General policy issues or class grievances.
  - (3) Establishment of the PHA schedule of utility allowances for families in the program.
  - (4) A PHA determination not to approve an extension or suspension of a Voucher term.
  - (5) A PHA determination not to approve a unit or lease.
  - (6) A PHA determination that an assisted unit is not in compliance with HQS. (However, the PHA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family as described in 24 CFR 982.551(c).
  - (7) A PHA determination that the unit is not in accordance with HQS because of the family size.
  - (8) A determination by the PHA to exercise or not to exercise any right or remedy against the owner under a HAP contract.

- (c) Notice to family.
  - (1) In the cases described in paragraphs (a)(1)(i), (ii) and (iii) of this section, the PHA must notify the family that the family may ask for an explanation of the basis of the PHA 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 (a)(1)(iv), (v) and (vi) of this section, the PHA must give the family prompt written notice that the family may request a hearing. The notice must:
    - (i) Contain a brief statement of reasons for the decision,
    - (ii) State that if the family does not agree with the decision, the family may request an informal hearing on the decision, and
    - (iii) State the deadline for the family to request an informal hearing.
- (d) Expeditious hearing process. Where a hearing for a participant family is required under this section, the PHA must proceed with the hearing in a reasonably expeditious manner upon the request of the family.
- (e) Hearing procedures--
  - (1) Hearings and reviews will be conducted solely by the hearing officer. The Hearing Officer will be someone who is not directly involved in the day-to-day administration of the Voucher Program.
  - (2) Any tenant or applicant entitled to a hearing or review must request the hearing or review within 5 working days of receipt of their letter or no later than 7 days from the date of their letter.
  - (3) Hearings and reviews must be scheduled and held no later than 14 days from the deadline date on the tenant's or applicant's letter.
  - (4) The tenant or applicant may obtain counsel or other representation at their own expense. The tenant and any counsel or representative will have access to the tenant file and may present any evidence and testimony in their favor. They will be allowed to ask any questions concerning their termination of assistance. Families will also be given the opportunity to examine and copy (at the family's expense) relevant PHA documents before the hearing. The PHA may also request examination of relevant documents in the family's possession.

- (5) Members of the staff will reply to the tenant's questions at the request of the Hearing Officer and will only respond concerning specific reasons for termination of assistance.
- (6) The Hearing Officer will base his/her decision solely on the evidence presented at the hearing. The decision will be in writing and will be mailed to the tenant no later than 15 days from the date of the hearing. The letter to the tenant will state the grounds for the decision that was made.
- (7) Discover
  - (i) By family. The family must be given the opportunity to examine before the PHA hearing any PHA documents that are directly relevant to the hearing. The family must be allowed to copy any such document at the family's expense. If the PHA does not make the document available for examination on request of the family, the PHA may not rely on the document at the hearing.
  - (ii) By PHA. The PHA hearing procedures may provide that the PHA must be given the opportunity to examine at PHA offices before the PHA hearing any family documents that are directly relevant to the hearing. The PHA must be allowed to copy any such document at the PHA's expense. If the family does not make the document available for examination on request of the PHA, the family may not rely on the document at the hearing.
  - (iii) Documents. The term 'documents' includes records and regulations.
- (8) Representation of family. At its own expense, the family may be represented by a lawyer or other representative.
- (9) Hearing officer: Appointment and authority.
  - (i) The hearing may be conducted by any person or persons designated by the PHA, other than a person who made or approved the decision under review or a subordinate of this person.
  - (ii) The person who conducts the hearing may regulate the conduct of the hearing in accordance with the PHA hearing procedures.
- (10) Evidence. The PHA and the family must be given 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.

- (11) Issuance of decision. The person who conducts the hearing must issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing. A copy of the hearing decision shall be furnished promptly to the family.
- (f) Effect of decision. The PHA is not bound by a hearing decision:
- (1) Concerning a matter for which the PHA 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 PHA hearing procedures.
  - (2) Contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.
  - (3) If the PHA determines that it is not bound by a hearing decision, the PHA must promptly notify the family of the determination, and of the reasons for the determination.
- (g) Restrictions on assistance to noncitizens. The informal hearing provisions for the denial of assistance on the basis of ineligible immigration status are contained in 24 CFR part 5.

## **SECTION 14 THE PROCESS FOR ESTABLISHING AND REVISING VOUCHER PAYMENT STANDARDS**

### **Payment standard amount and schedule. *(982.503)***

- (a) Payment standard schedule.
- (1) HUD publishes the fair market rents for each market area in the United States. The PHA must adopt a payment standard schedule that establishes Voucher payment standard amounts for each FMR area in the PHA jurisdiction. For each FMR area, the PHA must establish payment standard amounts for each 'unit size.' Unit size is measured by number of bedrooms (zero-bedroom, one-bedroom, and so on).
  - (2) The payment standard amounts on the PHA schedule are used to

calculate the monthly Housing Assistance Payment for a family.

- (3) The PHA Voucher payment standard schedule shall establish a single payment standard for each unit size in an FMR area and, if applicable, in an exception payment standard area within an FMR area.

(b) Establishing payment standard amounts.

- (1) (i) The PHA may establish the payment standard amount for a unit size at any level between 90 percent and 110 percent of the published FMR for that unit size. HUD approval is not required to establish a payment standard amount in that range ('basic range').

- (ii) The PHA may establish a separate payment standard within the basic range for a designated part of an FMR area.

- (iii) The PHA may establish a higher payment standard within the basic range if required as a reasonable accommodation for a family that includes a person with disabilities.

- (2) The PHA must request HUD approval to establish a payment Standard amount that is higher or lower than the basic range. HUD has sole discretion to grant or deny approval of a higher or lower payment standard amount. Paragraph (c) of this section describes the requirements for approval of a higher payment standard amount ('exception payment standard amount').

- (3) The PHA must request HUD approval to establish a payment standard amount that is higher or lower than the basic range. HUD has sole discretion to grant or deny approval of a higher or lower payment standard amount. Paragraph (c) of this section describes the requirements for approval of a higher payment standard amount ('exception payment standard amount').

(c) HUD approval of exception payment standard amount.

- (1) HUD discretion. At HUD's sole discretion, HUD may approve a payment standard amount that is higher than the basic range for a designated part of the fair market rent area (called an 'exception area'). HUD may approve an exception payment standard amount

in accordance with this paragraph (c) of this section for all units, or for all units of a given unit size, leased by program families in the exception area. Any PHA with jurisdiction in the exception area may use the HUD-approved exception payment standard amount.

(2) Above 110 percent of FMR to 120 percent of FMR.

i. The HUD Field Office may approve an exception payment standard amount from above 110 percent of the published FMR to 120 percent of the published FMR if such office determines that such approval is justified by either the median rent method or the 40th percentile rent as described below (and that such approval is also supported by an appropriate program justification in accordance with paragraph (c)(4) of this section).

i. Median rent method. In the median rent method, HUD determines the exception payment standard amount by multiplying the FMR times a fraction of which the numerator is the median gross rent of the exception area and the denominator is the median gross rent of the entire FMR area. In this method, HUD uses median gross rent data from the most recent decennial United States census, and the exception area may be any geographic entity within the FMR area (or any combination of such entities) for which median gross rent data is provided in decennial census products.

i. 40th percentile rent method. In this method, HUD determines that the area exception rent equals the 40th percentile of rents to lease standard quality rental housing in the exception area. HUD determines the 40th percentile rent in accordance with the methodology described in 888.113 of 24 CFR for determining fair market rents. A PHA must present statistically representative rental housing survey data to justify HUD approval.

(D) The HUD Field Office may approve an exception payment standard amount within the upper range if required as a reasonable accommodation for a family that includes a person with disabilities.

(d) HUD approval of payment standard amount below the basic range. HUD

may consider a PHA request for approval to establish a payment standard amount that is lower than the basic range. At HUD's sole discretion, HUD may approve PHA establishment of a payment standard lower than the basic range. In determining whether to approve the PHA request, HUD will consider appropriate factors, including rent burden of families assisted under the program. HUD will not approve a lower payment standard if the family share for more than 40 percent of participants in the PHA's voucher program exceeds 30 percent of adjusted monthly income. Such determination may be based on the most recent examinations of family income.

(e) HUD review of PHA payment standard schedules.

(1) HUD will monitor rent burdens of families assisted in a PHA's Voucher program. HUD will review the PHA's payment standard for a particular unit size if HUD finds that 40 percent or more of such families occupying units of that unit size currently pay more than 30 percent of adjusted monthly income as the family share. Such determinations may be based on the most recent examinations of family income.

(2) After such review, HUD may, at its discretion, require the PHA to modify payment standard amounts for any unit size on the PHA payment standard schedule. HUD may require the PHA to establish an increased payment standard amount within the basic range.

(3) Above 120 percent of FMR.

(i) At the request of a PHA, the Assistant Secretary for Public and Indian Housing may approve an exception payment standard amount for the total area of a county, PHA jurisdiction, or place if the Assistant Secretary determines that

(A) Such approval is necessary to prevent financial hardship for families

(B) Such approval is supported by statistically representative rental housing survey data to justify HUD approval in accordance with the methodology described in 888.113 of 24 CFR; and

(C) Such approval is also supported by an appropriate program justification in accordance with paragraph (c)(4) of this section.

(ii) For purposes of paragraph (c)(3) of this section, the term 'place' is an incorporated place or a U.S. Census designated

place. An incorporated place is established by State law and includes cities, boroughs, towns, and villages. A U.S. Census designated place is the statistical counterpart of an incorporated place.

- (4) Program justification.
  - (i) HUD will only approve an exception payment standard amount (pursuant to paragraph (c)(2) or paragraph (c)(3) of this section) if HUD determines that approval of such higher amount is needed either:
    - (A) To help families find housing outside areas of high poverty, or
    - (B) Because Voucher holders have trouble finding housing for lease under the program within the term of the Voucher.
  - (ii) HUD will only approve an exception payment standard amount (pursuant to paragraph (c)(3) of this section) after six months from the date of HUD approval of an exception payment standard pursuant to paragraph (c)(2) of this section for the area.
- (5) Population. The total population of HUD-approved exception areas in an FMR area may not include more than 50 percent of the population of the FMR area.
- (6) Withdrawal or modification. At any time, HUD may withdraw or modify approval to use an exception payment standard amount.
- (7) Transition: Area exception rents approved prior to merger date. Subject to paragraph (c)(6) of this section, the PHA may establish an exception payment standard amount up to the amount of a HUD-approved area exception rent in effect at the merger date.

## **SECTION 15 THE METHOD OF DETERMINING THAT RENT TO OWNER IS A REASONABLE RENT (INITIALLY AND DURING THE TERM OF A HAP CONTRACT)**

### **I. Rent to owner: Reasonable rent. (982.507)**

- (a) PHA determination.
  - (1) The PHA may not approve a lease until the PHA determines that

the initial rent to owner is a reasonable rent.

- (2) The PHA must redetermine the reasonable rent:
    - (i) Before any increase in the rent to owner;
    - (ii) If there is a five percent decrease in the published FMR in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary;
    - (iii) If directed by HUD.
  - (3) The PHA may also redetermine the reasonable rent at any other time.
  - (4) At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or redetermined by the PHA.
- (b) Comparability. The PHA 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 PHA 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.
- (c) Owner certification of rents charged for other units. By accepting each monthly Housing Assistance Payment from the PHA, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.

**II. Rent to owner: maximum family share at initial occupancy. *(982.508)***

At the time the PHA approves a tenancy for initial occupancy of a dwelling unit by a family with tenant-based assistance under the program, and where the gross rent of the unit exceeds the applicable payment standard for the family, the family share must not exceed 40 percent of the family's adjusted monthly

income. The determination of adjusted monthly income must be based on verification information received by the PHA no earlier than 60 days before the PHA issues a voucher to the family.

**III. Rent to owner in subsidized projects. (982.509)**

In addition to the rent reasonableness limit under this subpart, the amount of rent to owner also may be subject to rent control limits under State or local law.

**IV. Other fees and charges. (982.510)**

- (a) The cost of meals or supportive services may not be included in the rent to owner, and the value of meals or supportive services may not be included in the calculation of reasonable rent.
- (b) The lease may not require the tenant or family members to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.
- (c) The owner may not charge the tenant extra amounts for items customarily included in rent in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

**SECTION 16 SPECIAL POLICIES CONCERNING SPECIAL HOUSING TYPES IN THE PROGRAM (E.G., USE OF SHARED HOUSING)**

This PHA has no Special Housing Types. When Special Housing types are obtained, they will be administered according to HUD written regulations and rules, and/or if applicable any State or Local Laws. Changes in this Administration Plan will be reviewed and approved by the Board of Commissioners.

**SECTION 17 POLICIES CONCERNING PAYMENT BY A FAMILY TO THE PHA OF AMOUNTS THE FAMILY OWES THE PHA**

- (a) Program participants who owe the PHA a balance will not be allowed to relocate until their balance is paid in full. The PHA will not accept a new lease or enter into a landlord contract for any tenant who owes a balance of any kind.
- (b) The PHA may allow repayment agreements for program participants not to exceed 6 months maximum time period. Agreements will be for participants who owe the PHA for income that was not reported in a timely manner, and/or any funds paid by the PHA on the program participants' behalf.

- (1) This PHA will consider timely manner to be within 10 days.
  - (2) This PHA will only allow repayment agreements with program participants.
- (c) Families that leave the program owing the PHA money will be offered a repayment agreement in accordance with the PHA Repayment Policy.

## **SECTION 18 INTERIM REDETERMINATIONS OF FAMILY INCOME AND COMPOSITION**

- (a) When PHA conducts interim reexamination.
- (1) The PHA will conduct an interim reexamination of family income when the increase is greater than \$100 monthly. Any change of family composition must be reported to the PHA within 30 days.
  - (2) At any time, the family may request an interim determination of family income or composition because of any changes since the last determination. The PHA must make the interim determination within a reasonable time after the family request.

- (b) Effective date of reexamination.

Changes in income must be reported and verification in the PHA office no later than the 25th of the month preceding the effective date of the rent change.

- (c) Family member income. Family income must include income of all family members, including family members not related by blood or marriage. If any new family member is added, family income must include any income of the additional family member. The PHA must conduct a reexamination to determine such additional income, and must make appropriate adjustments in the Housing Assistance Payment.

## **SECTION 19 RESTRICTIONS, IF ANY, ON THE NUMBER OF MOVES BY A PARTICIPANT FAMILY**

### **Move with continued tenant-based assistance.** *(982.314)*

- (a) Applicability. This section states when a participant family may move to a new unit with continued tenant-based assistance:
- (b) When family may move. A family may move to a new unit if:
- (1) The assisted lease for the old unit has terminated. This includes a termination because:



- (i) The PHA has terminated the HAP contract for the owner's breach; or
    - (ii) The lease has terminated by mutual agreement of the owner and the tenant.
  - (2) The owner has given the tenant a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant.
  - (3) The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner, for owner breach or otherwise).
- (c) How many moves.
- (1) A participant family may move one or more times with continued assistance under the program, either inside the PHA jurisdiction, or under the portability procedures.
  - (2) The PHA policy on moves:
    - (i) PHA prohibits any move by the family during the initial year of assisted occupancy, unless;
      - (A) Move would provide for a verified medical need.
      - (B) Move would provide employment or educational opportunity.
    - (ii) PHA prohibits more than one move by the family during any one year period, unless;
      - (A) Move would provide for a verified medical need.
      - (B) Move would provide employment or educational opportunity.
  - (3) This policy applies to moves within the PHA jurisdiction by a participant family, and to moves by a participant family outside the PHA jurisdiction under portability procedures. Grapevine Housing Authority issues vouchers for residents who will be living within the jurisdiction of GHA. All Vouchers must stay within Grapevine for a period of one (1) year before becoming eligible for portability.

- (d) Notice that family wants to move.
  - (1) If the family terminates the lease on notice to the owner, the family must give the PHA a copy of the notice at the same time.
  - (2) If the family wants to move to a new unit, the family must notify the PHA and the owner before moving from the old unit. If the family wants to move to a new unit that is located outside the initial PHA jurisdiction, the notice to the initial PHA must specify the area where the family wants to move.
- (e) When PHA may deny permission to move.
  - (1) The PHA may deny permission to move if the PHA does not have sufficient funding for continued assistance.
  - (2) At any time, the PHA may deny permission to move in accordance with Section 2 of this plan.

**SECTION 20 APPROVAL BY THE BOARD OF COMMISSIONERS OR OTHER AUTHORIZED OFFICIALS TO CHARGE THE ADMINISTRATIVE FEE RESERVE;**

- (a) The PHA Board of Commissioners must approve any request for expenditures which may be made from the operating reserve, for other housing purposes, on a case by case basis.
- (b) For operating reserve expenditures, for other housing purposes, the PHA Board, as part of its approval, will make an affirmative determination that the expenditures are necessary and reasonable for purposes consistent with the PHA's authorities under State and local law.

982.401 Housing Quality Standards (HQS). {24 CFR SEC 982.401}

- (a) Performance and acceptability requirements.
  - (1) This section states the housing quality standards (HQS) for housing assisted in the programs.
  - (2) (i) The HQS consist of:
    - (A) Performance requirements; and
    - (B) Acceptability criteria or HUD approved variations in the Acceptability criteria.

(ii) This section states performance and acceptability criteria for these key aspects of housing quality:

(A) Sanitary facilities.

(B) Food preparation and refuse disposal;

(C) Space and security;

(D) Thermal environment;

(E) Illumination and electricity;

(F) Structure and materials;

(G) Interior air quality;

(H) Water supply;

(I) Lead-based paint;

(J) Access;

(K) Site and neighborhood;

(M) Sanitary condition; and

(N) Smoke Detectors.

(3) All program housing must meet the HQS performance requirements both at commencement of assisted occupancy, and throughout the assisted tenancy .

(4) (i) In addition to meeting HQS performance requirements, the housing must meet the acceptability criteria stated in this section, unless variations are approved by HUD.

(ii) HUD may approve acceptability criteria variations for the following purposes:

ii

(A) Variations which apply standards in local housing codes or other codes adopted by the PHA; or

(B) Variations because of local climatic or geographic conditions.

(iii) Acceptability criteria variations may only be approved by HUD

pursuant to paragraph (a)(4)(ii) of this section if such variations either:

- (A) Meet or exceed the performance requirements; or
- (B) Significantly expand affordable housing opportunities for Families assisted under the program.

(iv) HUD will not approve any acceptability criteria if HUD believes that such variation is likely to adversely affect the health or safety of participant families, or severely restrict housing choice.

(b) Sanitary facilities—

(1) Performance requirements. 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.

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

(c) Food preparation and refuse disposal—

(1) Performance requirement.

- (i) The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.

- (ii) 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.
  - (i) The dwelling unit must have an oven, and a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. The equipment may be supplied by either the owner or the family. 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.
  - (ii) 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.
  - (iii) The dwelling unit must have space for the storage, preparation, and serving of food.
  - (iv) There must be facilities and services for the sanitary disposal of food wastes and refuse, including temporary storage facilities where necessary (e. g. garbage cans).
- (d) Space and security—
  - (1) Performance requirement. The dwelling unit must provide adequate space and security for the family.
  - (2) Acceptability criteria.
    - (i) At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
    - (ii) 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.
    - (iii) 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.

- (iv) The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

(e) Burn 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.
  - (i) 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.
  - (ii) The dwelling unit must not contain unvented room heaters that gas, oil, or kerosene. Electric heaters are acceptable.

(f) 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.
  - (i) There must be at least one window in the living room and in each sleeping room.
  - (ii) 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.
  - (iii) 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.

(g) 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.
  - (i) 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.
  - (ii) The roof must be structurally sound and weather tight.
  - (iii) 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.
  - (iv) 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.
  - (v) Elevators must be working and safe.

(h) 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.
  - (i) The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
  - (ii) There must be adequate air circulation in the dwelling units.
  - (iii) Bathroom areas must have one openable window or adequate exhaust ventilation.
  - (iv) Any room used for sleeping must have at least one window. If the window is designed to be openable, 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—

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4646), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856), and implementing regulations at part 35, subparts, A, B, M, and R of this Title applies to units assisted under this part.

Lead-based paint performance requirement—

(1) Purpose and applicability.

(i) The purpose of paragraph (j) of this section is to implement section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards of lead-based paint poisoning for units assisted under this part. Paragraph (j) of this section is issued under 24 CFR 35.24 (b)(4) and supersedes, for all housing to which it applies, the requirements of subpart C of 24 CFR part 35.

ii  
iii  
iv  
v  
vi

(ii) The requirements of paragraph (j) of this section do not apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for elderly. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under part 982.

(2) Definitions.

**Chewable surface.** Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.

**Component.** An element of a residential structure identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, stair treads in a common stairwell, or an exterior wall.

**Defective paint surface.** A surface on which the paint is cracking, scaling, chipping, peeling, or loose.



Elevated blood lead level (EBL). Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test of 15-19 ug/dl in two consecutive tests 3-4 months apart.

HEPA means a high efficiency particle accumulator as used in lead abatement vacuum cleaners.

Lead-based paint. A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 milligram per centimeter squared (mg/cm<sup>2</sup>), or 0.5 percent by weight or 5000 parts per million (PPM).

- (1) Requirements for pre-1978 units with children under 6.
  - (i) If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part), must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with paragraph (j)(6) of this section.

The PHA may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint, as defined in paragraph (j)(2) of this section. For purposes of this section, a qualified lead-based paint inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.

Treatment of defective paint surfaces required under this section must be completed within 30 calendar days of PHA notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces within the 30 day period, treatment as required by paragraph (j)(6) of this section may be delayed for a reasonable time.

- (ii) The requirements in this paragraph (j)(3) apply to:
  - (A) All painted interior surfaces within the unit (including ceilings but excluding furniture);
  - (B) The entrance and hallway providing access to a unit in a Multi-unit building; and
  - (C) Exterior surfaces up to five feet from the door or ground that

Are readily accessible to children under six years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).

- (2) Additional requirements for pre-1978 units with children under 6 with an EBL.
  - (i) In addition to the requirements of paragraph (j)(3) of this section, for a dwelling unit constructed before 1978 that is occupied by a family with a child under the age of six years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.
  - (ii) Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the surface in accordance with paragraph (j)(6) of this section is required, and treatment shall be completed within the time limits in paragraph (j)(3) of this section. The requirements in paragraph (j)(4) of this section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age:
    - (A) Within the unit;
    - (B) The entrance and hallway providing access to a unit in a multi-unit building; and
    - (C) Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).
- (3) Treatment of chewable surfaces without testing. In lieu of the procedures set forth in paragraph (j)(4) of this section, the PHA may, at its discretion, waive the testing requirement and require the owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in paragraph (j)(6) of this section.
- (4) Treatment methods and requirements. Treatment of defective paint

surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:

- (i) A defective paint surface shall be treated if the total area of defective paint on a component is:
    - (A) More than 10 square feet on an exterior wall;
    - (B) More than 2 square feet on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to, ceilings, floors, doors, and interior walls; or
    - (C) More than 10 percent of the total surface area on an interior or exterior component with a small surface area, including, but not limited to, window sills, baseboards and trims.
  - (ii) Acceptable methods of treatment are: removal by wet scraping, wet sanding, chemical stripping on or off site, replace painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydroblasting or high pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joints and edges sealed and caulked as needed to prevent the escape of lead contaminated dust.
  - (iii) Prohibited methods of removal are: open flame burning or torching; machine sanding or grinding without a HEPA exhaust; uncontained hydroblasting or high pressure wash; and dry scraping except around electrical outlets or except when treating defective paint spots no more than two square feet in any one interior room or space (hallway, pantry, etc.) or totalling no more than twenty square feet on exterior surfaces.
  - (iv) During exterior treatment soil and playground equipment must be protected from contamination.
  - (v) All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or an equivalent solution.
  - (vi) Waste and debris must be disposed of in accordance with all applicable Federal, state and local laws.
- (5) Tenant protection. The owner must take appropriate action to protect

residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.

- (6) Owner information responsibilities. Prior to execution of the HAP contract, the owner must inform the PHA and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.
- (7) PHA data collection and record keeping responsibilities.
  - (i) The PHA must attempt to obtain annually from local health agencies the names and addresses of children with identified EBLs and must annually match this information with the names and addresses of participants under this part. If a match occurs, the PHA must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint the PHA must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this section, the family must be issued a certificate or voucher to move.
  - (ii) The PHA must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, the PHA must keep the test results indefinitely and, if applicable, the owner certification of treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces in the units have been treated. If records establish that certain chewable surfaces were tested or tested and treated in accordance with the standards prescribed in this section, such chewable surfaces do not have to be tested or treated at any subsequent time.
- (j) Access 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, safe, 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 vermin and rodent infestation.

(m) Smoke detectors performance requirement—

- (1) Except as provided in paragraph (n)(2) 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 person, as specified in NFPA 74 (or successor standards).
- (2) 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).

**SECTION 21 PROCEDURAL GUIDELINES AND PERFORMANCE STANDARDS FOR CONDUCTING REQUIRED HQS INSPECTIONS;**

**I. Terminating HAP contract when unit is too small. (982.403)**

(a) Violation of HQS space standards.

- (1) If the PHA determines that a unit does not meet the HQS space

standards because of an increase in family size or a change in family composition, the PHA must issue the family a new Voucher, and the family and PHA must try to find an acceptable unit as soon as possible.

- (2) If an acceptable unit is available for rental by the family, the PHA must terminate the HAP contract in accordance with its terms.

(b) Certificate Program only-Subsidy too big for family size.

- (1) Paragraph (b) of this section applies to the tenant-based Certificate Program.

- (2) The PHA must issue the family a new Voucher, and the family and PHA must try to find an acceptable unit as soon as possible if:

- (i) The family is residing in a dwelling unit with a larger number of bedrooms than appropriate for the family unit size under the PHA subsidy standards; and
- (ii) The gross rent for the unit (sum of the contract rent plus any utility allowance for the unit size leased) exceeds the FMR/exception rent limit for the family unit size under the PHA subsidy standards.

- (3) The PHA must notify the family that exceptions to the subsidy standards may be granted, and the circumstances in which the grant of an exception will be considered by the PHA.

- (4) If an acceptable unit is available for rental by the family, the PHA must terminate the HAP contract in accordance with its terms.

(c) Termination. When the PHA terminates the HAP contract under paragraph (a) of this section:

- (1) The PHA must notify the family and the owner of the termination; and
- (2) The HAP contract terminates at the end of the calendar month that follows the calendar month in which the PHA gives such notice to the owner.
- (3) The family may move to a new unit in accordance with Section 2.

**II. Maintenance: Owner and family responsibility; PHA remedies. (982.404)**

(a) Owner obligation.

- (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 PHA will take prompt and vigorous action to enforce the owner obligations. PHA remedies for such breach of the HQS include termination, suspension or reduction of Housing Assistance Payments and termination of the HAP contract.
- (3) The PHA 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 PHA and the PHA 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 PHA-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 (as provided later in this section). However, the PHA may terminate assistance to a family because of HQS breach caused by the family.

(b) Family obligation.

- (1) The family is responsible for a breach of the HQS that is caused by any of the following:
  - (i) 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;
  - (ii) 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
  - (iii) Any member of the household or guest damages the dwelling unit or premises (damages 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 PHA-approved extension).

- (3) If the family has caused a breach of the HQS, the PHA must take prompt and vigorous action to enforce the family obligations. The PHA may terminate assistance for the family in accordance with Section 2.

**III. PHA initial and periodic unit inspection.** *(982.405)*

- (a) The PHA must inspect the unit leased to a family prior to the initial term of the lease, at least annually during assisted occupancy, and at other times as needed, to determine if the unit meets the HQS.
- (b) The PHA must conduct supervisory quality control HQS inspections.
- (c) In scheduling inspections, the PHA must consider complaints and any other information brought to the attention of the PHA.
- (d) The PHA must notify the owner of defects shown by the inspection.
- (e) The PHA may not charge the family or owner for initial inspection or reinspection of the unit.
- (f) Initial Inspections
  - (1) Owners will be allowed 30 days or any extension approved by the PHA to correct deficiencies.
  - (2) If unit fails to pass inspection by the deadline on the inspection letter, the family will have to find another unit in order to receive assistance on the program.
  - (3) Extensions may be given for medical emergencies or for extensive rehabilitation of the unit.
  - (4) The PHA will inspect the unit within 15 days after the family and the owner submit the request for lease approval.
  - (5) Rental assistance will not begin until the unit has passed inspection.
- (g) Reexamination Inspections
  - (1) Owners will be allowed 30 days, or any extension approved by the PHA to correct deficiencies.



- (2) If unit fails to pass inspection by the deadline on the inspection letter, the rent will be abated.
- (3) The contract will be terminated if unit has not passed by the end of the re-examination period,

(h) Special Inspections

- (1) Special inspections may be requested by the tenant at any time during the lease term.
- (2) The tenant must first notify the owner by letter of the repairs needed at the unit and provide the PHA office with a copy of the letter.
- (3) If the owner has not taken action within 10 working days, the PHA will send an inspector to check the deficiencies and if necessary will then send the owner a letter advising him/her of the needed repairs and the deadline for completing them.

(i) Quality Control Inspections

Quality control inspections will be conducted and performed as per federal regulations at 5 plus 1 for each fifty (or part of 50) over 50.

**IV. Enforcement of HQS.** *(982.406)*

Part 982 does not create any right of the family, or any party other than HUD or the PHA, to require enforcement of the HQS requirements by HUD or the PHA, or to assert any claim against HUD or the PHA, for damages, injunction or other relief, for alleged failure to enforce the HQS.

**SECTION 22 PHA SCREENING OF APPLICANTS FOR FAMILY BEHAVIOR OR SUITABILITY FOR TENANCY.**

**Tenant screening.** *(982.307)*

(a) PHA option and owner responsibility.

- (1) The PHA has no liability or responsibility to the owner or other persons for the family's behavior or suitability for tenancy. However, the PHA may opt to screen family behavior or suitability

for tenancy. The PHA must conduct any such screening of applicants in accordance with policies stated in the PHA administration plan.

- (2) The owner is ultimately responsible for screening and selection of the family to occupy the owner's unit. At or before PHA approval of the tenancy, the PHA will inform the owner that screening and selection for tenancy is the responsibility of the owner.
  - (3) The owner is responsible for screening of families on the basis of their tenancy histories. An owner may consider a family's background with respect to such factors as:
    - (i) Payment of rent and utility bills;
    - (ii) Caring for a unit and premises;
    - (iii) Respecting the rights of other residents to the peaceful enjoyment of their housing;
    - (iv) Drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others; and
    - (v) Compliance with other essential conditions of tenancy.
- (b) PHA information about tenant.
- (1) The PHA must give the owner:
    - (i) The family's current and prior address (as shown in the PHA records); and
    - (ii) The name and address (if known to the PHA) of the landlord at the family's current and prior address.
  - (2) When a family wants to lease a dwelling unit, the PHA may offer the owner other information in the PHA possession, about the family, including information about the tenancy history of family members, or about drug-trafficking by family members.
  - (3) The PHA must give the family a statement of the PHA policy on providing information to owners. The statement must be included in the information packet that is given to a family selected to participate in the program. The PHA policy must provide that the PHA will give the same types of information to all families and to all owners.

## SECTION 23 Up Front Income Verification System Policy

The Up Front Income Verification System (UIV) provides PHAs with information supplied from state wage income collection agencies (SWICA) and the Social Security Administration. Quarterly wage information, bi-weekly unemployment benefit information and Social Security benefits information are provided through a data matching process for households covered by a 50058 form submitted to HUD.

The UIV System shall be used in conjunction with other methods of verification to verify income at the time of acceptance to the program, annual re-certification, interim re-exams, zero income residents/participants or at any other time at the discretion of the PHA.

The PHA shall compare Income information provided by the applicant/resident/participant (hereafter ARP) or their employer with information obtained from SWICA or other federal agencies.

1. **Income discrepancy** is income information revealed by third party sources that differs from ARP supplied information. HUD defines a substantial difference as one that is \$200 or more per month.
  - a. If income data provided by UIV is found to be more than ARP provided documentation, the PHA will use UIV income data to calculate anticipated annual income unless the ARP provides the PHA with documentation of a change in circumstances (*i.e.*, change in employment, reduction in hours, etc.). This documentation shall be dated within the last 60 days of the interview date. Upon receipt and acceptance of change in circumstances documentation, the PHA will calculate the anticipated annual income.
  - b. The PHA shall enter into a repayment agreement for any unresolved income discrepancies found in the previous 12 to 24 months.
2. In cases where UIV income data is **substantially** different than ARP provided documentation (more than \$200 per month), the PHA shall:
  - a. Request written third party verification from the discrepant income source, in accordance with 24 CFR 5.236(3)(l).
  - b. Review historical income data for patterns of employment, paid benefits, and/or receipt of other income, when the PHA can not readily anticipate income, such as in cases of seasonal employment, unstable working hours, and suspected fraud.
  - c. Analyze all data (UIV data, third party verification and other documents/information provided by the ARP) and attempt to resolve the

income discrepancy. If ARP disputes UIV SS/SSI benefit data, the PHA shall require the ARP to provide the PHA with a current, original SSA notice or benefit letter within 10 business days of the interview date.

- d. Use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income.
- e. The PHA shall pursue appropriate action for any income discrepancies that are not resolved. Repayment agreements may be offered for any amount less than \$2,400 to be paid within two years. Any amount over \$5,000 shall be referred to the District Attorney or Federal Bureau of Investigation (FBI) and shall result in termination of assistance.

## Definitions

The following definitions apply as noted in the respective program regulations:

### 1937 Act

means the United States Housing Act of 1937 (42 U.S.C. 1437 et seq.)

### Absorption

In portability (under subpart H of 24 CFR Part 982): the point at which a receiving PHA stops billing the initial PHA for assistance on behalf of a portability family. The receiving PHA uses funds available under the receiving PHA consolidated ACC.

### ADA

the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

### Administrative fee

Fee paid by HUD to the PHA for administration of the program. *See § 982.152.*

### Administrative Plan

The plan that describes PHA policies for administration of the tenant-based programs. *See § 982.54.*

### Admission

The point when the family becomes a participant in the program. The date used for this purpose is the effective date of the first HAP contract for a family (first

day of initial lease term) in a tenant-based program.

## **ALJ**

an administrative law judge appointed to HUD pursuant to 5 U.S.C. 3105 or detailed to HUD pursuant to 5 U.S.C. 3344.

## **Annual Contributions Contract (ACC)**

the written contract between HUD and a PHA under which HUD agrees to provide funding for a program under the 1937 Act, and the PHA agrees to comply with HUD requirements for the program.

## **Applicant (applicant family)**

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

## **Assets and Asset Income**

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

- Interests in Indian trust land
- Equity accounts in HUD homeownership programs
- The value of necessary items of personal property such as furniture and automobiles

## **Assistance applicant**

Except as excluded pursuant to 42 U.S.C. 3543(b) and 3544(a)(2), this term means the following:

- (1) For any program under 24 CFR parts 215, 221, 236, 290, or 891, or any program under Section 8 of the 1937 Act: A family or individual that seeks rental assistance under the program.
- (2) For any program under 24 CFR parts 904, 950, and 960: A prospective tenant or homebuyer seeking the benefit of the program.
- (3) For any program under 24 CFR part 235: A homeowner or cooperative member seeking homeownership assistance (including where the individual seeks to assume an existing mortgage).

## **Budget authority**

An amount authorized and appropriated by the Congress for payment to PHAs under the program. For each funding increment in a PHA program, budget authority is the maximum amount that may be paid by HUD to the PHA over the ACC term of the funding increment.

## **Certificate**

A document issued by a PHA to a family selected for admission to the Certificate Program. The Certificate describes the program and the procedures for PHA approval of a unit selected by the family. The Certificate also states obligations of the family under the program.

## **Certificate Program**

The Rental Certificate Program.

## **Certificate or Voucher holder**

A family holding a Certificate or Voucher with unexpired search time.

## **Child**

means a member of the family other than the family head or spouse who is under 18 years of age

## **Child care expenses**

Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

**We can give up to ½ of annual income as childcare deduction for 13 & younger. “Reasonable Charges” should be stated in the policy.**

## **Citizen**

means a citizen or national of the United States.

**Computer match means**

the automated comparison of data bases containing records about individuals.

**Computer matching agreement means**

the agreement that describes the responsibilities and obligations of the parties participating in a computer match.

**Consent form means**

any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs; return information from the Social Security Administration (including wages, net earnings from self-employment, and payments of retirement income), as referenced at 26 U.S.C. 6103(l)(7)(A); and return information for unearned income from the Internal Revenue Service, as referenced at 26 U.S.C. 6103(l)(7)(B). The consent forms expire after a certain time and may authorize the collection of other information from assistance applicants or participants to determine eligibility or level of benefits as provided in §§ 813.109, 913.109, and 950.315 of 24 CFR.

**Contiguous MSA**

In portability (under subpart H of this part 982): An MSA that shares a common boundary with the MSA in which the jurisdiction of the initial PHA is located.

**Continuously assisted**

An applicant is continuously assisted under the 1937 Act if the family is already receiving assistance under any 1937 Act program when the family is admitted to the Certificate or Voucher Program.

**Contract authority**

The maximum annual payment by HUD to a PHA for a funding increment.

**Consent form**

means any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs; return information from the Social Security Administration (including wages, net earnings from self-employment, and

payments of retirement income), as referenced at 26 U.S.C. 6103(l)(7)(A); and return information for unearned income from the Internal Revenue Service, as referenced at 26 U.S.C. 6103(l)(7)(B). The consent forms expire after a certain time and may authorize the collection of other information from assistance applicants or participants to determine eligibility or level of benefits as provided in §§ 813.109, 913.109, and 950.315 of 24 CFR.

## **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.

**“foster children” can only be used for family composition & bedroom size. Cannot use as a dependent deduction.**

**“Co-head cannot be dependent” Disability applicable for head or spouse**

## **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. Any type of family when a member is disabled.

## **Disabled family**

a family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

## **Displaced family**

a family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.



**Domicile**

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

**Drug-related criminal activity**

As defined in 42 U.S.C. 1437f(f)(5)

**Drug-trafficking**

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

**Economic self-sufficiency program:**

Any program designed to encourage, assist, train, or facilitate the economic independence of 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, warfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

**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**

means an individual who is at least 62 years of age.

**Employer Identification Number (EIN)**

means the nine-digit taxpayer identifying number that is assigned to an individual, trust, estate, partnership, association, company, or corporation pursuant to sections 6011(b), or corresponding provisions of prior law, or 6109 of the Internal Revenue Code.

**Entity applicant**

(1) Except as excluded pursuant to 42 U.S.C. 3543(b), 3544(a)(2), and

paragraph (2) of this definition, this term means a partnership, corporation, or any other association or entity, other than an individual owner applicant, that seeks to participate as a private owner in any of the following:

- (i) The project-based assistance programs under Section 8 of the 1937 Act;
  - (ii) The programs in 24 CFR parts 215, 221, or 236; or
  - (iii) The other mortgage and loan insurance programs in 24 CFR parts 201 through 267, except that the term 'entity applicant' does not include a mortgagee or lender.
- (2) The term does not include a public entity, such as a PHA, IHA, or State Housing Finance Agency.

### **Evidence of citizenship or eligible status**

the documents which must be submitted to evidence citizenship or eligible immigration status.

### **Extremely low income family**

A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

### **Fair Housing Act**

means 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. See periodic publications in the Federal Register in accordance with 24 CFR part 888.

### **Family**

**includes but is not limited to:**

- (1) 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);

- (2) An elderly family;
- (3) A near-elderly family;
- (4) A disabled family;
- (5) A displaced family;
- (6) The remaining member of a tenant family; and
- (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.

### **Family Income**

**All sources of income such as Social Security benefits, SSI benefits, Wages, Unemployment benefits, Workman's Comp, TANF, Child Support, income from investments and/or sale of real estate, income derived from self employment. See sporadic/temporary income.**

### **Family Self-Sufficiency Program (FSS Program)**

The program established by a PHA in accordance with 24 CFR part 984 to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

### **Family share**

The portion of rent and utilities paid by the family. For calculation of family share, see 24 CFR § 982.515(a).

### **Family unit size**

The appropriate number of bedrooms for a family, as determined by the PHA under the PHA subsidy standards.

### **Federal agency**

a department of the executive branch of the Federal Government.

### **Full-time student**

A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or Certificate Program, as well as an institution offering a college degree.

### **General Counsel**

the General Counsel of HUD

**Grantee**

the person or legal entity to which a grant is awarded and that is accountable for the use of the funds provided.

**Gross rent**

The sum of the rent to owner plus any utility allowance

**HAP contract**

Housing Assistance Payments contract

**Head of household**

the adult member of the family who is the head of the household for purposes of determining income eligibility and rent

**Housing agency (HA)**

means a State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing. ("PHA" and "HA" mean the same thing.)

**Housing Assistance Payment**

The monthly assistance payment by a PHA, which includes:

1. A payment to the owner for rent to the owner under the family's lease; and
2. An additional payment to the family if the total assistance payment exceeds the rent to owner.

**Housing covered programs**

Means the following programs administered by the Assistant Secretary for Housing:

1. Section 235 of the National Housing Act (12 U.S.C. 1715z) (the Section 235 Program);
2. Section 236 of the National Housing Act (12 U.S.C. 1715z-1) (tenants paying below market rent only) (the Section 236 Program); and
3. Section 101 of the Housing and Urban Development Act of 1965 (12 U.S.C. 1701s) (the Rent Supplement Program).

**Housing quality standards (HQS)**

The HUD minimum quality standards for housing assisted under the tenant-based programs. See 24 CFR § 982.401.

## HUD

The same as Department.

- (1) Is authorized to engage or assist in the development or operation of low-income housing for Indians under the 1937 Act; and
- (2) Is established:
  - (i) By exercise of the power of self-government of an Indian Tribe independent government.
  - (ii) By operation of State law providing specifically for housing authorities for Indians, including regional housing authorities in the State of Alaska.

## Income information

information relating to an individual's income, including:

- (1) All employment income information known to current or previous employers or other income sources that HUD or the processing entity determines is necessary for purposes of determining an assistance applicant's or participant's eligibility for, or level of assistance in, a covered program;
- (2) All information about wages, as defined in the State's unemployment compensation law, including any Social Security Number; name of the employee; quarterly wages of the employee; and the name, full address, telephone number, and, when known, Employer Identification Number of an employer reporting wages under a State unemployment compensation law;
- (3) With respect to unemployment compensation:
  - (i) Whether an individual is receiving, has received, or has applied for unemployment compensation;
  - (ii) The amount of unemployment compensation the individual is receiving or is entitled to receive; and
  - (iii) The period with respect to which the individual actually received such compensation;
- (4) Unearned IRS income and self-employment, wages and retirement income as described in the Internal Revenue Code, 26 U.S.C. 6103(l)(7); and
- (5) Wage, social security (Title II), and supplemental security income (Title XVI) data obtained from the Social Security Administration.
- (6) Any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965, from

private sources or from an institution of higher education, except for persons over the age of 23 with dependent children.

### **Individual owner applicant**

Except as excluded pursuant to 42 U.S.C. 3543(b), 3544(a)(2), or paragraph (2) of this definition, this term means:

- (1) An individual who seeks to participate as a private owner in any of:
  - (i) The project-based assistance programs under Section 8 of the 1937 Act; or
  - (ii) The programs in 24 CFR parts 215, 221, 235 (without homeownership assistance), or 236, including where the individual seeks to assume an existing mortgage; or
- (2) An individual who:
  - (i) Either:
    - (A) Applies for a mortgage or loan insured or coinsured under any of the programs referred to in paragraph (1)(iii) of the definition of 'entity applicant' in this section; or
    - (B) Seeks to assume an existing mortgage or loan; and
  - (ii) Intends to hold the mortgaged property in his or her individual right.

### **Initial HA (PHA)**

In portability, the term refers to both:

1. An HA that originally selected a family that later decides to move out of the jurisdiction of the selecting HA; and
2. An HA that absorbed a family that later decides to move out of the jurisdiction of the absorbing HA.

### **Initial payment standard**

The payment standard at the beginning of the HAP contract term.

### **Initial rent to owner**

The rent to owner at the beginning of the HAP contract term

### **INS**

The U.S. Immigration and Naturalization Service

### **IRS**

Internal Revenue Service

## **Jurisdiction**

The area in which the PHA has authority under State and local law to administer the program.

## **Lease**

- (1) A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with Housing Assistance Payments under a HAP contract between the owner and the PHA.
- (2) In cooperative housing, a written agreement between a cooperative and a member of the cooperative. The agreement establishes the conditions for occupancy of the member's cooperative dwelling unit by the member's family with Housing Assistance Payments to the cooperative under a HAP contract between the cooperative and the PHA. For purposes of 24 CFR part 982, the cooperative is the Section 8 "owner" of the unit, and the cooperative member is the Section 8 "tenant."

## **Lease Addendum**

In the lease between the tenant and the owner, the lease language required by HUD.

## **Live-in aide**

means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

1. Is determined to be essential to the care and well-being of the persons;
2. Is not obligated for the support of the persons; and
3. Would not be living in the unit except to provide the necessary supportive services.

## **Low Income family**

A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for small and larger families, except that HUD may establish income ceilings higher or lower than 80 percent of the median income 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. A special housing type: see 24 CFR § 982.620 and § 982.621.

### **Manufactured home space**

In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space. See 24 CFR § 982.622 to § 982.624.

### **Medical expenses**

Medical expenses, including medical insurance premiums that are anticipated during the period for which annual income is computed, and that are not covered by insurance. **Applies to head or spouse when they become disabled.**

### **Mixed family**

means a family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

### **Monthly adjusted income**

One twelfth of adjusted annual income. **Must be annualized**

### **Monthly income**

One twelfth of annual income. **Must be annualized**

### **MSA**

a metropolitan statistical area.

### **NAHA**

the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12701 et seq.).

### **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.

## **NEPA**

National Environmental Policy Act of 1969 (42 U.S.C. 4321)

### **Net family assets – must be annualized**

1. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
2. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under 24 CFR § 5.609.
3. In determining net family assets, PHAs or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

## **NOFA**

Notice of Funding Availability

## **Noncitizen**

a person who is neither a citizen nor national of the United States

## **OMB**

the Office of Management and Budget.

## **Organizational Unit**

the jurisdictional area of each Assistant Secretary, and each office head or field administrator reporting directly to the Secretary.

## **Owner**

means the person or entity (or employee of an owner) that leases an assisted dwelling unit to an eligible family and includes, when applicable, a mortgagee. Owner: Any person or entity with the legal right to lease or sublease a unit to a participant. Owner has the meaning provided in the relevant program regulations. As used in this subpart, where appropriate, the term "owner" shall also include a "borrower" as defined in 24 CFR part 885.

## **Participant**

Except as excluded pursuant to 42 U.S.C. 3543(b) and 3544(a)(2), this term has the following meaning:

- (1) For any program under 24 CFR Part 891, or Section 8 of the 1937 Act: A family receiving rental assistance under the program;
- (2) For 24 CFR parts 904, 950, 960: A tenant or homebuyer under the program;
- (3) For 24 CFR parts 215, 221, 236, and 290: A tenant or qualified tenant under any of the programs; and
- (4) For 24 CFR part 235: A homeowner or a cooperative member receiving homeownership assistance.

## **Participant (participant family)**

A family that has been admitted to the PHA program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (first day of initial lease term).

## **Payment standard**

In a Voucher, the maximum subsidy payment for a family (before deducting the family contribution). For a Voucher tenancy, the PHA sets a payment standard in the range from 90 percent to 110 percent of the current FMR/exception rent limit. For payment standard over 110 percent to 120 percent the PHA must have written permission from HUD.

## **Portability**

Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial PHA.

## **Processing entity means**

the person or entity that, under any of the programs covered under this Plan, is responsible for making eligibility and related determinations and any income reexamination.

## **Public Housing Agency (PHA)**

means any State, county, municipality, or other governmental entity or public body, or agency or instrumentality of these entities, that is authorized to engage or assist in the development or operation of low-income housing under the 1937 Act; also referred to as HA.

## **Reasonable rent**

A rent to owner that is not more than rent charged: **against an unassisted unit.**

- (1) For comparable units in the private unassisted market; and
- (2) For comparable unassisted units in the premises.

## **Receiving HA (or PHA)**

In portability: A PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a Certificate or Voucher and provides program assistance to the family.

## **Regular tenancy**

In the Certificate Program: A tenancy other than an over-FMR tenancy.

## **Rent to owner**

The total monthly rent payable to the owner under the lease for the unit. Rent to owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.

## **Section 8**

Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f)

## **Shared housing**

A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family. A special housing type: see 24 CFR § 982.615 to § 982.618.

## **Single room occupancy housing (SRO)**

A unit that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities. A special housing type: see 24 CFR § 982.602 to § 982.605.

## **Social Security Number (SSN)**

the nine-digit number that is assigned to a person by the Social Security Administration and that identifies the record of the person's earnings reported to the Social Security Administration. The term does not include a number with a letter as a suffix that is used to identify an auxiliary beneficiary.

## **Special admission**

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

## **Special housing types**

See subpart M of 24 CFR part 982. Subpart M of this part states the special regulatory requirements for: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

## **Sporadic/Temporary Income**

Temporary, nonrecurring or sporadic income.

## **SSA**

the Social Security Administration

## **State Wage Information Collection Agency (SWICA)**

the State agency, including any Indian tribal agency, receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

## **Student Assistance**

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

- a) 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);
- b) is under 24 years of age;
- c) is not a veteran of the United States military;
- d) is unmarried;
- e) does not have a dependent child; and
- f) 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.

## **Subsidy standards**

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

## **Suspension**

Stopping the clock on the term of a family's Certificate or Voucher, for such period as determined by the PHA, from the time when the family submits a request for PHA approval to lease a unit, until the time when the PHA approves or denies the request.

## **Tenant**

means an individual or a family renting or occupying an assisted dwelling unit. For purposes of this Plan, the term tenant will also be used to include a homebuyer, where appropriate; **Tenant:** The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Created on 07/26/02 8:30 AM Created on 07/26/02 8:30 AM

## **Tenant rent**

The amount payable monthly by the family as rent to the PHA or owner, as applicable. Where all utilities (except telephone) and other essential housing services are supplied by the PHA or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the PHA or owner and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance.

**Total Tenant Payment. See § 5.613**

**Up Front Income Verification**

The Up Front Income Verification System (UIV) provides PHAs with information Supplied from State Wage Income Collection Agencies and the Social Security Administration. Quarterly Wage information, bi-weekly Unemployment Benefit Information and Social Security benefits information are provided through a data matching process for households covered by a 50058 form submitted to HUD.

**Utility allowance**

If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

**CPA doing hard numbers. Suggested that PHA's do own Util. Allowance.**

**Utility reimbursement**

The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit.

**VAWA**

Refers to the Violence Against Women Act. The act protects male and female victims of domestic violence, dating violence and stalking in the area of housing assistance.

**Violent criminal activity**

Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another

**Voucher (Rental Voucher)**

A document issued by a PHA to a family selected for admission to the Voucher Program. This document describes the program and the procedures for PHA approval of a unit selected by the family. The Voucher also states obligations of the family under the program.

**Voucher Program**

The Rental Voucher Program.

**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.

**Waiting list admission**

An admission from the PHA waiting list.