

<b>PHA 5-Year and Annual Plan</b>	<b>U.S. Department of Housing and Urban Development Office of Public and Indian Housing</b>	<b>OMB No. 2577-0226 Expires 4/30/2011</b>
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<b>1.0</b>	<b>PHA Information</b> PHA Name: <b>RUSTON HOUSING AUTHORITY</b> PHA Code: <b>LA054</b> PHA Type: <input type="checkbox"/> Small <input type="checkbox"/> High Performing <input checked="" type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: <b>07/01/2010</b>																										
<b>2.0</b>	<b>Inventory</b> (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <b>300</b> Number of HCV units: _____																										
<b>3.0</b>	<b>Submission Type</b> <input checked="" type="checkbox"/> 5-Year and Annual Plan <input type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only																										
<b>4.0</b>	<b>PHA Consortia</b> <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)																										
	<table border="1"> <thead> <tr> <th rowspan="2">Participating PHAs</th> <th rowspan="2">PHA Code</th> <th rowspan="2">Program(s) Included in the Consortia</th> <th rowspan="2">Programs Not in the Consortia</th> <th colspan="2">No. of Units in Each Program</th> </tr> <tr> <th>PH</th> <th>HCV</th> </tr> </thead> <tbody> <tr> <td>PHA 1:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>PHA 2:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>PHA 3:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program		PH	HCV	PHA 1:						PHA 2:						PHA 3:					
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PHA 3:																											
<b>5.0</b>	<b>5-Year Plan.</b> Complete items 5.1 and 5.2 only at 5-Year Plan update.																										
<b>5.1</b>	<b>Mission.</b> State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: <b>The mission of the Ruston Housing Authority is to assist low-income families with safe, decent, and affordable housing opportunities as they strive to achieve self-sufficiency and improve the quality of their lives. The Housing Authority is committed to operating in an efficient, ethical, and professional manner. The Housing Authority will create and maintain partnerships with its clients and appropriate community agencies in order to accomplish this mission.</b>																										
<b>5.2</b>	<b>Goals and Objectives.</b> Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.  <b>The goals and objectives of the Ruston Housing Authority have not changed from those of our FYE06/30/2009 Approved Plan. See Attachment.</b>																										
<b>6.0</b>	<b>PHA Plan Update</b> (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.  <b>The plan is available at the main office of the Housing Authority, located at 615 N. Farmerville Street, Ruston, LA.</b>																										
<b>7.0</b>	<b>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.</b> <i>Include statements related to these programs as applicable.</i> <b>The construction of Orchard Creek Apartments, a 30 unit complex for Elderly and Disabled was completed in 2009, through the Tax Credit program.</b>																										
<b>8.0</b>	<b>Capital Improvements.</b> Please complete Parts 8.1 through 8.3, as applicable.																										
<b>8.1</b>	<b>Capital Fund Program Annual Statement/Performance and Evaluation Report.</b> As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> , form HUD-50075.1, for each current and open CFP grant and CFFP financing. <b>See attached Annual Statements.</b>																										
<b>8.2</b>	<b>Capital Fund Program Five-Year Action Plan.</b> As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i> , form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan. <b>See attached Five Year Action Plan.</b>																										
<b>8.3</b>	<b>Capital Fund Financing Program (CFFP).</b> <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements. <b>N/A</b>																										

9.0	<p><b>Housing Needs.</b> Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.</p> <p><b>See attached file.</b></p>
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9.1	<p><b>Strategy for Addressing Housing Needs.</b> Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. <b>Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</b></p> <p><b>Our strategies for addressing the housing needs have not changed from those of our FYE 06/30/2009 approved plan.</b></p>
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10.0	<p><b>Additional Information.</b> Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.</p> <p><b>Statement of progress in meeting the 5-Year Plan Mission &amp; Goals: The Ruston Housing Authority feels that we are, indeed meeting our mission. We are promoting adequate and affordable housing. Our maintenance staff does an outstanding job of keeping the apartments in good repair. Our Modernization Department restores approximately twenty units per year to like new conditions. We strive to keep our neighborhoods and apartments in excellent condition and improve them as much as funding will permit.</b></p> <p><b><u>GOALS</u></b></p> <p><b>Increase the availability of decent, safe, and affordable housing – We continually strive to improve customer satisfaction. In an effort to increase safety in our complexes, we have installed surveillance cameras that are viewable by the local police and sheriffs departments. We are in the process of acquiring a photo identification system in order to provide IDs to all our tenants, so that the police officers will be able to determine who is a tenant and who is not, giving the police the ability to remove those that are not tenants from our properties.</b></p> <p><b>Thru our in house Modernization Department we restore approximately twenty dwelling units per year to a like new appearance. We have improved the overall appearance by installing landscaping at common locations, such as the entrances to complexes and along major thoroughfares.</b></p> <p><b>Improve community quality of life and economic vitality – We have implemented public housing security improvements by installing fencing, surveillance cameras and converting one of our dwelling units into a proposed police sub station. However, at this time the police department has not utilized the facility. We will continue our efforts to work with the police to insure improved security. Through a cooperative agreement with the Ruston Parks and Recreation we utilize City owned facilities located adjacent to the Greenwood Housing Complex for recreational and educational programs for youth. We also have a partnership with the Boys &amp; Girls Club to provide after school programs for our youth.</b></p> <p><b>Promote self-sufficiency and asset development of families and individuals – We give preferences to working families in public housing, thereby increasing the number and percentage of employed persons. We work with the Lincoln Parish Office of Family Support to provide mutual clients a place to obtain job experience.</b></p> <p><b>Ensure equal opportunity in housing for all Americans – We have undertaken affirmative measures to ensure access to assisted housing regardless of race, color, religion, national origin, sex, familial status and disability. We have also undertaken affirmative measures to provide a suitable living environment for all families living in assisted housing. Additionally, we have handicap accessible units for those persons with disabilities.</b></p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"</p> <p><b><u>Significant amendment</u> – If the mission should be altered in any way that would result in anything short of providing adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.</b></p> <p><b><u>Substantial deviation/modification</u> – If any alteration did not ensure that the above goals could not be met.</b></p>
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<b>11.0</b>	<p><b>Required Submission for HUD Field Office Review.</b> In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. <b>Note:</b> Faxed copies of these documents will not be accepted by the Field Office.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</p> <p>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</p> <p>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</p> <p>(g) Challenged Elements</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</p>
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## **5.2 Goals and Objectives**

### **Increase the availability of decent, safe, and affordable housing.**

- PHA Goal: Expand the supply of assisted housing  
Objectives:
- Apply for additional rental vouchers:
  - Reduce public housing vacancies:
  - Leverage private or other public funds to create additional housing opportunities:
  - Acquire or build units or developments
  - Other (list below)
- PHA Goal: Improve the quality of assisted housing  
Objectives:
- Improve public housing management: (PHAS score) 87
  - Improve voucher management: (SEMAP score)
  - Increase customer satisfaction:
  - Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)
  - Renovate or modernize public housing units:
  - Demolish or dispose of obsolete public housing:
  - Provide replacement public housing:
  - Provide replacement vouchers:
  - Other: (list below)
- PHA Goal: Increase assisted housing choices  
Objectives:
- Provide voucher mobility counseling:
  - Conduct outreach efforts to potential voucher landlords
  - Increase voucher payment standards
  - Implement voucher homeownership program:
  - Implement public housing or other homeownership programs:
  - Implement public housing site-based waiting lists:
  - Convert public housing to vouchers:
  - Other: (list below)

## **Improve community quality of life and economic vitality**

- PHA Goal: Provide an improved living environment  
Objectives:
- Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:
  - Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
  - Implement public housing security improvements:
  - Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
  - Other: (list below)

## **Promote self-sufficiency and asset development of families and individuals**

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

## **Ensure Equal Opportunity in Housing for all Americans**

- PHA Goal: Ensure equal opportunity and affirmatively further fair housing  
Objectives:
- Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:
  - Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:
  - Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:
  - Other: (list below)

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

### General Goals:

The Ruston Housing Authority has both general goals and more specific goals and objectives. The general goals are:

1. Increase the availability of decent, safe, and affordable housing.
2. Ensure equal opportunity in house.
3. Promote self-sufficiency and asset development of families and individuals.
4. Improve community quality of life and economic vitality.

Specific Goals and Objectives:

Goal: Manage the Ruston Housing Authority's existing public housing program in an efficient and effective manner thereby qualifying as at least a standard performer.

Objective: While we remain very concerned about the accuracy of the PHA's assessment system, we are committed that HUD shall continue to recognize the Ruston Housing Authority as a high performer.

Goals: Enhance the marketability of the Ruston Housing Authority's public housing units.

Make public housing the affordable housing of choice for the very low-income residents of our community.

Objectives: The Ruston Housing Authority shall achieve a level of customer satisfaction that gives the agency the highest score possible in this element of the Public Housing Assessment System. In addition, enhanced marketability will be evidenced in an increase in our waiting list. The Ruston Housing Authority shall continue the policy, adopted December 31, 2001, of removing all graffiti within 24 hours of discovering it.

The Ruston Housing Authority shall achieve proper curb appeal for its public housing developments by continuing the policy, adopted December 31, 2001, of improving its landscaping, keeping its grass cut, making the properties litter-free and other actions.

The Ruston Housing Authority shall become a more customer-oriented organization

Operate the Ruston Housing Authority in full compliance with all Equal Opportunity laws and regulations.

The Ruston Housing Authority shall ensure equal treatment of all applicants, residents, tenant-based participants, employees, and vendors.

**Objective: The Ruston Housing Authority shall mix its public housing development populations as much as possible with respect to ethnicity, race, and income.**

Goal: Ensure full compliance with all applicable standards and regulations including government generally accepted accounting practices.

Objectives: The Ruston Housing Authority shall continue the policy, adopted December 31, 2001, of implementing an effective anti-fraud program.

The Ruston Housing Authority shall continue the policy, adopted December 31, 2001, to maintain its operating reserves to provide for a minimum of six months of operations.

Goal: Improve economic opportunity (self-sufficiency) for the families and individuals who reside in our housing.

Objective: The Ruston Housing Authority shall continue the policy, adopted December 31, 2001, to assist its resident organizations in strengthening their organizations and helping them develop their own mission statement, goals, and objectives.

## 9.0 Statement of Housing Needs

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

<b>Housing Needs of Families in the Jurisdiction by Family Type</b>							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Loca-tion
Income <= 30% of AMI	866	5	3	3	1	2	2
Income >30% but <=50% of AMI	768	4	3	3	1	2	2
Income >50% but <80% of AMI	332	4	3	3	1	2	2
Elderly	242	3	1	1	1	1	1
Families with Disabilities	NA						
WHITE	805	4	3	3	4	2	4
BLACK	453	4	3	3	1	2	3
HISPANIC							
OTHER	322	4	3	3	3	2	3

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

- Consolidated Plan of the Jurisdiction/s  
Indicate year:
- U.S. Census data: the Comprehensive Housing Affordability Strategy (“CHAS”) dataset
- American Housing Survey data  
Indicate year:
- Other housing market study  
Indicate year: 2004
- Other sources: (list and indicate year of information)

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

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input type="checkbox"/> Section 8 tenant-based assistance			
<input checked="" type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	51		85
Extremely low income <=30% AMI	12	24	
Very low income (>30% but <=50% AMI)	33	65	
Low income (>50% but <80% AMI)	6	11	
Families with children	38	75	
Elderly families	6	12	
Families with Disabilities	7	13	
AFRICAN AMERICAN	47	92	
WHITE	4	8	
Race/ethnicity			
Race/ethnicity			
Characteristics by Bedroom Size (Public Housing Only)			
1BR	20	39	
2 BR	25	49	
3 BR	5	10	
4 BR	1	2	
5 BR	0	0	
5+ BR	0	0	

## Housing Needs of Families on the Waiting List

Is the waiting list closed (select one)?  No  Yes

If yes:

**HOW LONG HAS IT BEEN CLOSED (# OF MONTHS)?**

Does the PHA expect to reopen the list in the PHA Plan year?  No  Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed?  No  Yes

### C. Strategy for Addressing Needs

#### (1) Strategies

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

**(2) Reasons for Selecting Strategies**

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

- Funding constraints
- Staffing constraints
- Limited availability of sites for assisted housing
- Extent to which particular housing needs are met by other organizations in the community
- Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
- Influence of the housing market on PHA programs

- Community priorities regarding housing assistance
- Results of consultation with local or state government
- Results of consultation with residents and the Resident Advisory Board
- Results of consultation with advocacy groups
- Other: (list below) LIMITED AVAILABILITY OF FINANCIAL RESOURCES FOR DEVELOPMENT

## ATTACHMENTS

<b>la054a01</b>	<b>Letter of Submission</b>
<b>la054b01</b>	<b>Certifications</b>
<b>la054c01</b>	<b>Resident Advisory Board</b>
<b>la054d01</b>	<b>50075.1 2010 CFP Annual Statement</b>
<b>la054e01</b>	<b>50075.2 2010-2014 5 Year Action Plan</b>
<b>la054f01</b>	<b>2006 CFP Annual Statement</b>
<b>la054g01</b>	<b>2007 CFP Annual Statement</b>
<b>la054h01</b>	<b>2008 CFP Annual Statement</b>
<b>la054i01</b>	<b>2009 CFP Annual Statement</b>
<b>la054j01</b>	<b>2009 ARRA CFP Annual Statement</b>
<b>la054k01</b>	<b>ACOP</b>
<b>la054v01</b>	<b>2010-2014 AGENCY PLAN</b>

## **RUSTON HOUSING AUTHORITY VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY**

### **I. Purpose and Applicability**

The purpose of this policy (herein called "Policy") is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and more generally to set forth RHA's policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by RHA of all federally subsidized public housing under the United States Housing Act of 1937 (42 U.S.C. §1437 et seq.). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

### **II. Goals and Objectives**

This Policy has the following principal goals and objectives:

Maintaining compliance with all applicable legal requirements imposed by VAWA;

Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by RHA;

Providing and maintaining housing opportunities for victims of domestic violence dating violence, or stalking;

Creating and maintaining collaborative arrangements between RHA, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by RHA; and

Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by RHA.

### **III. Other RHA Policies and Procedures**

This Policy shall be referenced in and attached to RHA's Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of RHA's Admissions and Continued Occupancy Policy. RHA's annual public housing agency plan shall also contain information concerning RHA's activities, services or programs relating to domestic violence, dating violence, and stalking.

To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of RHA, the provisions of this Policy shall prevail.

### **IV. Definitions**

As used in this Policy:

A. Domestic Violence – The term 'domestic violence' includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting 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."

B. Dating Violence – means violence committed by a person— who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- (i) The length of the relationship.
- (ii) The type of relationship.
- (iii) The frequency of interaction between the persons involved in the relationship.

C. Stalking – means –

(A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and

(B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –

- (i) that person;
- (ii) a member of the immediate family of that person; or
- (iii) the spouse or intimate partner of that person;

D. Immediate Family Member - means, with respect to a person –

a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or  
any other person living in the household of that person and related to that person by blood or marriage.

E. Perpetrator – means person who commits an act of domestic violence, dating violence or stalking against a victim.

## **V. Admissions and Screening**

A. Non-Denial of Assistance. RHA will not deny admission to public housing to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

## **VI. Termination of Tenancy or Assistance**

A. VAWA Protections. Under VAWA, public housing residents have the following specific protections, which will be observed by RHA:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.

In addition to the foregoing, tenancy or assistance will not be terminated by RHA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant’s control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

Nothing contained in this paragraph shall limit any otherwise available authority of RHA to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant’s household. However, in taking any such action, RHA may apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants. Nothing contained in this paragraph shall be construed to limit the authority of RHA to evict or terminate from assistance any tenant or lawful applicant if RHA, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

B. Removal of Perpetrator. Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, RHA, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by RHA. Leases used for all public housing operated by RHA, shall contain provisions setting forth the substance of this paragraph.

## **VII. Verification of Domestic Violence, Dating Violence or Stalking**

A. Requirement for Verification. The law allows, but does not require, RHA to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., RHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by RHA.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. HUD-approved form - by providing to RHA a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.
2. Other documentation - by providing to RHA documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.
3. Police or court record – by providing to RHA a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

B. Time allowed to provide verification/ failure to provide. An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by RHA, to provide verification, must provide such verification within 14 business days (i.e., 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

Waiver of verification requirement. The Executive Director of RHA, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director, owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

## **VIII. Confidentiality**

A. Right of confidentiality. All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to RHA in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be

retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

1. requested or consented to by the individual in writing, or
2. required for use in a public housing eviction proceeding or in connection with termination of Section 8 assistance, as permitted in VAWA, or
3. otherwise required by applicable law.

Notification of rights. All tenants of public housing program administered by RHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

### **VIII. Transfer to New Residence**

Application for transfer. In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, RHA will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing tenant to a different unit in order to reduce the level of risk to the individual. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

Action on applications. RHA will act upon such an application promptly.

No right to transfer. RHA will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, the decision to grant or refuse to grant a transfer shall lie within the sole discretion of RHA, and this policy does not create any right on the part of any applicant to be granted a transfer.

D. Family rent obligations. If a family occupying RHA public housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by RHA. In cases where RHA determines that the family's decision to move was reasonable under the circumstances, RHA may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.

### **X. Court Orders/Family Break-up**

A. Court orders. It is RHA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by RHA and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

B. Family break-up. Other RHA policies regarding family break-up are contained in RHA's Public Housing Admissions and Continuing Occupancy Plan (ACOP).

## **XI. Relationships with Service Providers**

It is the policy of RHA to cooperate with organizations and entities, both private and governmental, that provide shelter and/or services to victims of domestic violence. If RHA staff become aware that an individual assisted by RHA is a victim of domestic violence, dating violence or stalking, RHA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring RHA either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. RHA's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which RHA has referral or other cooperative relationships.

## **XII. Notification**

RHA shall provide written notification to applicants, and tenants, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

## **XIII. Relationship with Other Applicable Laws**

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

## **XIV. Amendment**

This policy may be amended from time to time by RHA as approved by the RHA Board of Commissioners.

## RUSTON HOUSING AUTHORITY

WARREN POST, Chairman  
REV. THOMAS KENNEDY, Commissioner  
SAM PONDER, Commissioner  
ROBERT SMITH, Commissioner  
YVONNE MARTIN, Commissioner

615 N. FARMERVILLE STREET  
P. O. BOX 2288  
RUSTON, LOUISIANA 71273-2288  
PHONE: 318-255-3644 FAX 318-251-9103  
E. WOODROW WHITTINGTON JR., Executive Director

April 15, 2010

Ms. Cheryl Williams  
U.S. Department of Housing & Urban Development  
500 Poydras Street, 9<sup>th</sup> Floor  
New Orleans, LA 70130-3099

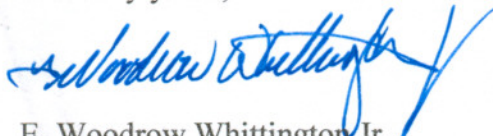
Dear Ms. Williams:

This is to advise you that our 2010-2014 Agency Plan was submitted today via the internet. Enclosed you will find the following documents relative to our Agency Plan.:

1. PHA Certification of Compliance with PHA Plans & Related Regulations
2. Statement of conformity with title VI of the Civil Rights Act of 1964
3. Form HUD-50070, Certification of a Drug Free Workplace
4. Form HUD-50071, Certification of Payments to Influence Federal Transactions
5. Standard Form LLL, Disclosures of Lobbying Activities
6. Certification by State of PHA Plans Consistency with the Consolidated Plan
7. Form HUD-50075.1, Annual Statement/Performance and Evaluation Report for fiscal year 2010 Capital Fund Program Grant
8. Form HUD-50075.2, Capital Fund Program Five Year Action Plan for fiscal year 2010 Capital Fund Program Grant
9. Annual Report for 2006 Capital Fund Grant
10. Annual Report for 2007 Capital Fund Grant
11. Annual Report for 2008 Capital Fund Grant
12. Annual Report for 2009 Capital Fund Grant
13. Annual Report for 2009 ARRA Capital Fund Grant

There were no comments from the Resident Advisory Board this year. If you have any questions or require additional information, please advise.

Sincerely yours,



E. Woodrow Whittington Jr.  
Executive Director



**PHA Certifications of Compliance with the PHA Plans and Related Regulations:  
Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the  5-Year and/or  Annual PHA Plan for the PHA fiscal year beginning 7-1-10, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
  - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
  - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
  - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
  - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
  - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.



12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
  - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
  - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
  - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

RUSTON HOUSING AUTHORITY  
PHA Name

LA 054  
PHA Number/HA Code

5-Year PHA Plan for Fiscal Years 20 10 - 20 14

Annual PHA Plan for Fiscal Years 20 10 - 20 14

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
<u>WARRE POST</u>	<u>CHAIRMAN</u>
Signature	Date
<u>Warre Post</u>	<u>4-14-2010</u>

**Civil Rights Certification**U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
Expires 4/30/2011**Civil Rights Certification****Annual Certification and Board Resolution**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

RUSTON HOUSING AUTHORITY

LA054

PHA Name

PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official



WARREN POST

Title

CHAIRMAN

Signature

Date

4.14.2010



# Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

RUSTON HOUSING AUTHORITY

Program/Activity Receiving Federal Grant Funding

CAPITAL FUND PROGRAM

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

ALL SITES OF THE HOUSING AUTHORITY

LA54-1

LA54-2

LA54-3

Check here  if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

E. WOODROW WHITTINGTON JR.

Title

EXECUTIVE DIRECTOR

Signature

X 

Date

4.13.2010



# Certification of Payments to Influence Federal Transactions

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

Applicant Name

RUSTON HOUSING AUTHORITY

Program/Activity Receiving Federal Grant Funding

CAPITAL FUND PROGRAM

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.  
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

E. WOODROW WHITTINGTON JR.

Title

EXECUTIVE DIRECTOR

Signature



Date (mm/dd/yyyy)

04/13/2010

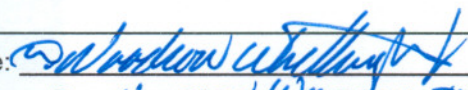
Previous edition is obsolete

form HUD 50071 (3/98)  
ref. Handbooks 7417.1, 7475.13, 7485.1, & 7485.3

**DISCLOSURE OF LOBBYING ACTIVITIES**

Approved by OMB  
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: RUSTON HOUSING AUTHORITY P.O. Box 2288 RUSTON, LA. 71273-2288 Congressional District, if known: 5	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b> DEPT. OF HOUSING AND URBAN DEVEL.	<b>7. Federal Program Name/Description:</b> FIVE YEAR AGENCY PLAN CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b> N/A	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI): N/A	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI): N/A	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u></u> Print Name: <u>E. WOODROW WHITTINGTON JR.</u> Title: <u>EXECUTIVE DIRECTOR</u> Telephone No.: <u>318.255.3644</u> Date: <u>4.13.2010</u>	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



**BOBBY JINDAL**  
GOVERNOR



**ANGELE DAVIS**  
COMMISSIONER OF ADMINISTRATION

**State of Louisiana**  
DIVISION OF ADMINISTRATION  
**OFFICE OF COMMUNITY DEVELOPMENT**

April 12, 2010

Mr. E. Woodrow Whittington, Executive Director  
Ruston Housing Authority  
P.O. Box 2288  
Ruston, Louisiana 71273-2288

RE: Certification of Consistency – PHA Plan

Dear Mr. Whittington:

We have reviewed the Section 903.15 Plan Consistency Certification Request which was received on April 6, 2010. Based on our review of that checklist, enclosed is the signed certification of the PHA Plans' consistency with the State's 2010-2014 Consolidated Plan. This signed form must accompany your completed plan to HUD.

We wish you every success in your planning process.

Sincerely,

A handwritten signature in blue ink, appearing to read "Carol M. Newton".

Carol M. Newton  
Director, Louisiana Community  
Development Block Grant Program

Enclosure

File: FY 2010 Certifications of Consistency - PHA

Post Office Box 94095 • Baton Rouge, Louisiana 70804-9095  
Claiborne Building, Suite 7-270  
(225) 342-7412 • Fax (225) 342-1947 • 1-800-354-9548  
An Equal Opportunity Employer

Certification by State or Local  
Official of PHA Plans Consistency  
with the Consolidated Plan

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
Expires 4/30/2011

## Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan

I, Carol M. Newton the Louisiana Community Development Block Grant Program Director certify that the Five Year and Annual PHA Plan of the Ruston Housing Authority is consistent with the Consolidated Plan of the State of Louisiana prepared pursuant to 24 CFR Part 91.

\_\_\_\_\_  
Signed / Dated by Appropriate State or Local Official



## RESIDENT ADVISORY BOARD MEMBERS: 2010

All Residents of the Ruston Housing Authority are members of the RAB.

Officers include:

Yvonne Martin

Ophelia Rasburry

Ricky Bryant

Randi Gwilt - Tenant Relations Coordinator

There were no comments from the Resident Advisory Board this year.

#### NOTICE OF PUBLIC HEARING

The Ruston Housing Authority will conduct a Public Hearing to present, and to take comments on the following programs administered by the Housing Authority: Operating Budget; Capital Fund Program; and the Agency Plan. The hearing will be conducted to comply with the Quality Housing and Work Responsibility Act of 1998. Copies of each program are available for review at the Housing Authority's Office located at 615 N. Farmerville Street, Ruston, Louisiana. The Housing Authority's hours of operation are 8:00a.m. to 5:00p.m. The Public Hearing will be held on Monday, March 8, 2010 at the Housing Authority's office at 5:00p.m. Everyone is invited.

Run ad: Once a week for 3 weeks.

#### **PUBLIC HEARING SIGN IN SHEET:**

*Woody Williams*

*NO RESIDENTS ATTENDED.*

*NO COMMENTS WERE RECEIVED.*

<b>Part I: Summary</b>	
<b>PHA Name: RUSTON HOUSING AUTHORITY</b>	<b>Grant Type and Number</b> Capital Fund Program Grant No: LA48P054501-10 Replacement Housing Factor Grant No: Date of CFFP:
<b>FFY of Grant: 2010</b> <b>FFY of Grant Approval: 2010</b>	

**Type of Grant**  
 **Original Annual Statement**       **Reserve for Disasters/Emergencies**       **Revised Annual Statement (revision no: \_\_\_\_\_)**  
 **Performance and Evaluation Report for Period Ending:**       **Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
3	1408 Management Improvements	88,000			
4	1410 Administration (may not exceed 10% of line 21)	44,000			
5	1411 Audit	1,000			
6	1415 Liquidated Damages				
7	1430 Fees and Costs	2,500			
8	1440 Site Acquisition				
9	1450 Site Improvement	27,000			
10	1460 Dwelling Structures	244,352			
11	1465.1 Dwelling Equipment—Nonexpendable	13,000			
12	1470 Non-dwelling Structures	13,000			
13	1475 Non-dwelling Equipment	10,000			
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>				

<sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.

<b>Part I: Summary</b>					
<b>PHA Name:</b> RUSTON HOUSING AUTHORITY	<b>Grant Type and Number</b> Capital Fund Program Grant No: LA48P054501-10 Replacement Housing Factor Grant No: Date of CFFP:	<b>FFY of Grant:2010</b> <b>FFY of Grant Approval: 2010</b>			
<b>Type of Grant</b>					
<input checked="" type="checkbox"/> <b>Original Annual Statement</b>		<input type="checkbox"/> <b>Reserve for Disasters/Emergencies</b>		<input type="checkbox"/> <b>Revised Annual Statement (revision no:     )</b>	
<input type="checkbox"/> <b>Performance and Evaluation Report for Period Ending:</b>		<input type="checkbox"/> <b>Final Performance and Evaluation Report</b>			
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	442,852			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
<b>Signature of Executive Director</b>		<b>Date</b>		<b>Signature of Public Housing Director</b>	
				<b>Date</b>	

<sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.

<b>Part II: Supporting Pages</b>								
PHA Name: RUSTON HOUSING AUTHORITY			<b>Grant Type and Number</b> Capital Fund Program Grant No: LA48P054501-10 CFFP (Yes/ No): Replacement Housing Factor Grant No:			<b>Federal FFY of Grant: 2010</b>		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
HA-WIDE	MANAGEMENT IMPROVEMENTS	1408						
	Computer Software & Training			13,000				
	Security Services			24,000				
	Resident Initiatives/ B&GC			36,000				
	Youth Initiatives			15,000				
	Total for Management Improvements			88,000				
HA-WIDE	ADMINISTRATION	1410		44,000				
	Modernization Coordination							
	Accounting							
	Admin. Sundry							
	Total for Administration			44,000				
HA-WIDE	AUDIT	1411		1,000				
HA-WIDE	FEES AND COSTS	1430						
	Landscape Design			2,500				
	Total for Fees and Costs			2,500				

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.

<b>Part II: Supporting Pages</b>								
PHA Name: RUSTON HOUSING AUTHORITY		<b>Grant Type and Number</b> Capital Fund Program Grant No: LA48P054501-10 CFFP (Yes/ No): Replacement Housing Factor Grant No:			<b>Federal FFY of Grant: 2010</b>			
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
LA-54-ALL	DWELLING STRUCTURES	1460		244,352				
	FORCE ACCOUNT LABOR & MATERIALS Replace Cabinets, Flooring, Doors, Electrical, Plumbing, Ceramic Tile, Painting, Roofing, Sewer lines, Parking, Shutters, etc.							
	Total for Dwelling Structures			244,352				
LA-54-ALL	DWELLING EQUIPMENT	1465						
	Refrigerators, Ranges, and Hot Water Htr			13,000				
	Total for Dwelling Equipment			13,000				
LA-54-ALL	NON DWELLING STRUCTURES	1470						
	Improvements to Shop			13,000				
	Total for Non Dwelling Structures			13,000				
LA-54-AKK	NON DWELLING EQUIPMENT	1475						
	Lawn Mowing Equipment			2,500				
	Security Camera System			7,500				
	Total for Non Dwelling Equipment			10,000				
LA-54-ALL	SITE IMPROVEMENTS	1450						
	Landscaping			27,000				
	Total for Site Improvements			27,000				
	<b>TOTAL GRANT</b>			442,852				

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.

<b>Part III: Implementation Schedule for Capital Fund Financing Program</b>					
PHA Name: RUSTON HOUSING AUTHORITY				<b>Federal FFY of Grant: 2010</b>	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates <sup>1</sup>
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
MANAGEMENT IMPROVEMENTS	09/17/12		09/17/14		
Computer Soft.&Training	09/17/12		09/17/14		
Security Guard Services	09/17/12		09/17/14		
Resident Initiative B&GC	09/17/12		09/17/14		
Youth Initiatives	09/17/12		09/17/14		
ADMINISTRATION	09/17/12		09/17/14		
FEES & COST	09/17/12		09/17/14		
LA-54-ALL DWELLING UNITS: FORCE ACCOUNT LABOR & MATERIALS	09/17/12		09/17/14		
DWELLING EQUIPMENT	09/17/12		09/17/14		
NON DWELLING STRUCTURES	09/17/12		09/17/14		
NON DWELLING EQUIPMENT	09/17/12		09/17/14		
SITE IMPROVEMENTS	09/17/12		09/17/14		

<sup>1</sup> Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.





**Capital Fund Program—Five-Year Action Plan**

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 Expires 4/30/2011

<b>Part I: Summary</b>						
PHA RUSTON HOUSING AUTHORITY LA054		RUSTON, LINCOLN, LOUISIANA			<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No: 5	
A.	Development Number and Name LA054 HA-WIDE	Work Statement for Year 1 FFY 2010	Work Statement for Year 2 FFY 2011	Work Statement for Year 3 FFY 2012	Work Statement for Year 4 FFY 2013	Work Statement for Year 5 FFY 2014
B.	Physical Improvements Subtotal	Annual Statement	292,352	282,352	305,852	305,852
C.	Management Improvements		88,000	88,000	88,000	88,000
D.	PHA-Wide Non-dwelling Structures and Equipment		15,000	25,000	1,500	1,500
E.	Administration		44,000	44,000	44,000	44,000
F.	Other		3,500	3,500	3,500	3,500
G.	Operations					
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds		442,852	442,852	442,852	442,852
L.	Total Non-CFP Funds					
M.	Grand Total					



<b>Part II: Supporting Pages – Physical Needs Work Statement(s)</b>						
Work Statement for Year 1 FFY _____	Work Statement for Year 2 FFY 2011			Work Statement for Year: 3 FFY 2012		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See Annual Statement	LA054 HA-WIDE DWELLING STRUCTURES FORCE ACCOUNT Replace cabinets, doors, vinyl flooring, painting, ceiling fans, showers, ceramic tile, sewer lines, shutters, electrical, plumbing, etc. FOUNDATION REPAIRS		252,352	LA054 HA-WIDE DWELLING STRUCTURES FORCE ACCOUNT Replace cabinets, doors, vinyl flooring, painting, ceiling fans, showers, ceramic tile, sewer lines, shutters, electrical, plumbing, etc.		252,352
	DWELLING EQUIPMENT Refrigerators, Ranges, Hoods, Hot Water Heaters		13,000	DWELLING EQUIPMENT Refrigerators, Ranges, Hoods, Hot Water Heaters		13,000
	NON DWELLING STRUCTURES Improvements to Mod Shop		5,000	NON DWELLING STRUCTURES Improvements to Maintenance Shop		5,000
	NON DWELLING EQUIPMENT Lawn mowing equipment Security Camera System Computer System Upgrade Office Equipment		10,000	NON DWELLING EQUIPMENT Lawn mowing equipment Security Camera System Computer System Upgrade Office Equipment Trucks		20,000
	SITE IMPROVEMENTS Improve Drainage Parking Improvements Landscaping		27,000	SITE IMPROVEMENTS Improve Drainage Sidewalk Improvements Landscaping		17,000
	Subtotal of Estimated Cost		\$ 354,852	Subtotal of Estimated Cost		\$ 354,852

<b>Part II: Supporting Pages – Physical Needs Work Statement(s)</b>						
Work Statement for Year 1 FFY _____	Work Statement for Year 4 FFY 2013			Work Statement for Year: 5 FFY 2014		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	LA054 HA-WIDE			LA054 HA-WIDE		
Annual	<b>DWELLING STRUCTURES FORCE ACCOUNT</b> Replace cabinets, doors, vinyl flooring, painting, ceiling fans, showers, ceramic tile, sewer lines, shutters, electrical, plumbing, etc.		265,852	<b>DWELLING STRUCTURES FORCE ACCOUNT</b> Replace cabinets, doors, vinyl flooring, painting, ceiling fans, showers, ceramic tile, shutters, electrical, plumbing, etc.		265,852
Statement	<b>DWELLING EQUIPMENT</b> Refrigerators, Ranges, Hoods, Hot Water Heaters		13,000	<b>DWELLING EQUIPMENT</b> Refrigerators, Ranges, Hoods, Hot Water Heaters		13,000
	<b>NON DWELLING STRUCTURES</b>		0	<b>NON DWELLING STRUCTURES</b>		0
	<b>NON DWELLING EQUIPMENT</b> Lawn mowing equipment Security Camera System		1,500	<b>NON DWELLING EQUIPMENT</b> Lawn mowing equipment		1,500
	<b>SITE IMPROVEMENTS</b> Improve Drainage Sidewalk Improvements Landscaping		27,000	<b>SITE IMPROVEMENTS</b> Improve Drainage Sidewalk Improvements Landscaping		27,000
	Subtotal of Estimated Cost		\$ 354,852	Subtotal of Estimated Cost		\$ 354,852





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

<b>PHA Name:</b> RUSTON HOUSING AUTHORITY	<b>Grant Type and Number</b> Capital Fund Program Grant No: LA48P05450106 Replacement Housing Factor Grant No:	<b>Federal FY of Grant:</b> 2006
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Original Annual Statement  Reserve for Disasters/ Emergencies  Revised Annual Statement (revision no:4) 4-17-2009  
 Performance and Evaluation Report for Period Ending:  Final Performance and Evaluation Report 4-17-2009 (4-13-2010)

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements	55,829.26	55,829.26		55,829.26
4	1410 Administration	43,033.26	43,033.26		43,033.26
5	1411 Audit	1,000	500.00		500.00
6	1415 Liquidated Damages				
7	1430 Fees and Costs	105.00	105.00		105.00
8	1440 Site Acquisition				
9	1450 Site Improvement	50,000	50,672.07		50,672.07
10	1460 Dwelling Structures	266,798.92	266,626.85		266,626.85
11	1465.1 Dwelling Equipment—Nonexpendable	1,808.56	1,808.56		1,808.56
12	1470 Nondwelling Structures	0	0		0
13	1475 Nondwelling Equipment	28,319.00	28,319.00		28,319.00
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)	446,894.00	446,894.00		446,894.00
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				



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

PHA Name: RUSTON HOUSING AUTHORITY	Grant Type and Number Capital Fund Program Grant No: LA48P05450106 Replacement Housing Factor Grant No:	Federal FY of Grant: 2006
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Original Annual Statement  Reserve for Disasters/ Emergencies  Revised Annual Statement (revision no:4) 4-17-2009  
 Performance and Evaluation Report for Period Ending: X Final Performance and Evaluation Report 4-17-2009 (4-13-2010)

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

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

PHA Name: RUSTON HOUSING AUTHORITY		Grant Type and Number Capital Fund Program Grant No: LA48P05450106 Replacement Housing Factor Grant No:			Federal FY of Grant: 2006			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA-WIDE	<b>Management Improvements</b>	<b>1408</b>						
	Computer Software & Training						2,889.26	
	Security/Police Service						1,208.15	
	Resident Initiatives/ B&GC						39,000.00	
	MOVE Youth Services						12,000.00	
	<b>Total for Management Improvements</b>			<b>55,829.26</b>	<b>55,829.26</b>		<b>55,829.26</b>	
HA-WIDE	<b>Administration</b>	<b>1410</b>						
	Modernization Coordination							
	Accounting Clerk							
	Admin. Sundry							
	10% Admin. Fee						43,033.26	
	<b>Total for Administration</b>			<b>43,033.26</b>	<b>43,033.26</b>		<b>43,033.26</b>	
HA-WIDE	<b>Audit</b>	<b>1411</b>		<b>1,000</b>	<b>500.00</b>		<b>500.00</b>	
HA-WIDE	<b>Fees and Costs</b>	<b>1430</b>						
	Landscape Design			105.00	105.00		105.00	
	<b>Total for Fees and Cost</b>			<b>105.00</b>	<b>105.00</b>		<b>105.00</b>	

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

PHA Name: RUSTON HOUSING AUTHORITY		Grant Type and Number Capital Fund Program Grant No: LA48P05450106 Replacement Housing Factor Grant No:			Federal FY of Grant: 2006			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
LA-54-ALL	<b>Dwelling Structures</b>	<b>1460</b>						
LA-54-ALL	Force Account Labor and Materials Cabinets, Floors, Doors, Electrical, Plumbing, Ceramic Tile, Painting, Etc.			266,798.92	266,626.85		266,626.85	
	<b>Total for Dwelling Structures</b>			<b>266,798.92</b>	<b>266,626.85</b>		<b>266,626.85</b>	
LA-54-ALL	<b>Dwelling Equipment</b>	<b>1465</b>						
	Refrigerators & Ranges						679.56	
	Hot Water Heaters						1,129.00	
	<b>Total for Dwelling Equipment</b>			<b>1,808.56</b>	<b>1,808.56</b>		<b>1,808.56</b>	
LA-54-ALL	<b>Non Dwelling Structures</b>	<b>1470</b>						
	<b>Total for Non Dwelling Structures</b>			<b>0</b>	<b>0</b>		<b>0</b>	
LA-54-ALL	<b>Non Dwelling Equipment</b>	<b>1475</b>						
	Mod Equipment						3,064.81	
	Security Camera System						9,805.18	

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

PHA Name: RUSTON HOUSING AUTHORITY		Grant Type and Number Capital Fund Program Grant No: LA48P05450106 Replacement Housing Factor Grant No:			Federal FY of Grant: 2006			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	Office Equipment						4,380.87	
	Vehicles						11,068.14	
	<b>Total for Non Dwelling Equipment</b>			<b>28,319.00</b>	<b>28,319.00</b>		<b>28,319.00</b>	
LA-54-ALL	<b>Site Improvements</b>	<b>1450</b>						
	Improve Drainage						1004.84	
	Landscaping						6,780.81	
	Fencing						15,547.90	
	Site Improvements						27,338.52	
	<b>Total for Site Improvements</b>			<b>50,000</b>	<b>50,672.07</b>		<b>50,672.07</b>	
	<b>TOTAL GRANT</b>			<b>446,894</b>	<b>446,894</b>		<b>446,894.</b>	

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

PHA Name: RUSTON HOUSING AUTHORITY		Grant Type and Number Capital Fund Program No:LA48P05450106 Replacement Housing Factor No:					Federal FY of Grant: 2006
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
		Revised	Actual	Original	Revised	Actual	
Management Improvements	09/07/08	07/17/08		09/07/10	07/17/10		
Computer Soft.& Train	09/07/08	07/17/08	08/31/07	09/07/10	07/17/10	02/25/09	
Security Guard Service	09/07/08	07/17/08	08/31/07	09/07/10	07/17/10	02/25/09	
Res. Initiatives B&GC	09/07/08	07/17/08	08/31/07	09/07/10	07/17/10	02/25/09	
Administration	09/07/08	07/17/08	08/31/07	09/07/10	07/17/10	02/25/09	
Fees & Cost	09/07/08	07/17/08	08/31/07	09/07/10	07/17/10	02/25/09	
LA-54-ALL Dwelling Units: Force Acct. Labor & Material	09/07/08	07/17/08	08/31/07	09/07/10	07/17/10	02/25/09	
Dwelling Equipment	09/07/08	07/17/08	08/31/07	09/07/10	07/17/10	02/25/09	
Non Dwelling Structures	09/07/08	07/17/08	08/31/07	09/07/10	07/17/10	02/25/09	
Non Dwelling Equipment	09/07/08	07/17/08	08/31/07	09/07/10	07/17/10	02/25/09	
Site Improvements	09/07/08	07/17/08	08/31/07	09/07/10	07/17/10	02/25/09	

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

PHA Name: RUSTON HOUSING AUTHORITY	Grant Type and Number Capital Fund Program Grant No: LA48P05450107 Replacement Housing Factor Grant No:	Federal FY of Grant: 2007
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Original Annual Statement  Reserve for Disasters/ Emergencies  Revised Annual Statement (revision no: 3) 4/13/2010  
 Performance and Evaluation Report for Period Ending: 4/13/2010 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements	60,000	47,838.50	47,838.50	41,838.50
4	1410 Administration	44,900	44,900.00	44,900.00	44,900.00
5	1411 Audit	1,000	1,000.00	1,000.00	500.00
6	1415 Liquidated Damages				
7	1430 Fees and Costs	0	0	0	0
8	1440 Site Acquisition				
9	1450 Site Improvement	61,735.93	61,735.93	61,735.93	61,735.93
10	1460 Dwelling Structures	232,783.07	252,133.44	252,133.44	207,229.65
11	1465.1 Dwelling Equipment—Nonexpendable	4,000	2,034.36	2,034.36	2,034.36
12	1470 Nondwelling Structures	7,000	4,839.30	4,839.30	4,839.30
13	1475 Nondwelling Equipment	38,000	34,937.47	34,937.47	34,937.47
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)	449,419	449,419	449,419.00	398,015.21
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				

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

<b>PHA Name:</b> RUSTON HOUSING AUTHORITY	<b>Grant Type and Number</b> Capital Fund Program Grant No: LA48P05450107 Replacement Housing Factor Grant No:	<b>Federal FY of Grant:</b> 2007
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Original Annual Statement  Reserve for Disasters/ Emergencies  Revised Annual Statement (revision no: 3) 4/13/2010  
 Performance and Evaluation Report for Period Ending: 4/13/2010 **Final Performance and Evaluation Report**

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

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

PHA Name: RUSTON HOUSING AUTHORITY		Grant Type and Number Capital Fund Program Grant No: LA48P05450107 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	
HA-WIDE	<b>Management Improvements</b>	<b>1408</b>						
	Computer Software & Training			14,000	1,658.60	1,658.60	1,658.60	complete
	MOVE Youth Services			10,000	10,000	10,000	10,000.00	complete
	Resident Initiatives/ B&GC			36,000	36,000	36,000	30,000.00	complete
	<b>Total for Management Improvements</b>			<b>60,000</b>	<b>47,658.60</b>	<b>47,658.60</b>	<b>41,658.60</b>	
HA-WIDE	<b>Administration</b>	<b>1410</b>						
	Modernization Coordination			0	0			
	Accounting Clerk			0	0			
	Admin. Sundry			0	0			
	Administrative Fee			44,900	44,900.00	44,900.00	44,900.00	complete
	<b>Total for Administration</b>			<b>44,900</b>	<b>44,900.00</b>	<b>44,900.00</b>	<b>44,900.00</b>	
HA-WIDE	<b>Audit</b>	<b>1411</b>		<b>1,000</b>	<b>1,000</b>	<b>1,000.00</b>	<b>500.00</b>	on schedule
HA-WIDE	<b>Fees and Costs</b>	<b>1430</b>						
	Landscape Design			5,000	0			postponed
	<b>Total for Fees and Cost</b>			<b>5,000</b>	<b>0</b>			



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

PHA Name: RUSTON HOUSING AUTHORITY		Grant Type and Number Capital Fund Program Grant No: LA48P05450107 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	
LA-54-ALL	<b>Dwelling Structures</b>	<b>1460</b>						
LA-54-ALL	Force Account Labor and Materials Cabinets, Floors, Doors, Electrical, Plumbing, Ceramic Tile, Painting, Etc.			232,783.07	252,133.44	252,133.44	207,229.65	on schedule
	<b>Total for Dwelling Structures</b>			<b>232,783.07</b>	<b>252,133.44</b>	<b>252,133.44</b>	<b>207,229.65</b>	
LA-54-ALL	<b>Dwelling Equipment</b>	<b>1465</b>						
	Refrigerators & Ranges/Hoods			2,000	264.54	264.54	264.54	complete
	Hot Water Heaters			2,000	1,769.82	1,769.82	1,769.82	complete
	<b>Total for Dwelling Equipment</b>			<b>4,000</b>	<b>2,034.36</b>	<b>2,034.36</b>	<b>2,034.36</b>	
LA-54-ALL	<b>Non Dwelling Structures</b>	<b>1470</b>						
	Prefab Storage Building			6,000	3,910.00	3,910.00	3,910.00	complete
	Fencing at Parking Lot at Shop			0				postponed
	Overhead Door Wiring			976.50	976.50	976.50	976.50	complete
	<b>Total for Non Dwelling Structures</b>			<b>7,000</b>	<b>4,839.30</b>	<b>4,839.30</b>	<b>4,839.30</b>	
LA-54-ALL	<b>Non Dwelling Equipment</b>	<b>1475</b>						
	Lawn Mowing Equipment			2,600	0	0	0	postponed

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

PHA Name: RUSTON HOUSING AUTHORITY		Grant Type and Number Capital Fund Program Grant No: LA48P05450107 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	
	Power Wash Machine			1,006.41	1,006.41	1,006.41	1,006.41	complete
	Computer System Upgrade			7,000	6,977.33	6,977.33	6,977.33	complete
	Trucks			27,393.59	26,953.73	26,953.73	26,953.73	complete
	Security Camera System			0	0	0	0	
	<b>Total for Non Dwelling Equipment</b>			<b>38,000</b>	<b>34,937.47</b>	<b>34,937.47</b>	<b>34,937.47</b>	
LA-54-ALL	<b>Site Improvements</b>	<b>1450</b>						
	Improve Drainage			285.00	285.00	285.00	285.00	complete
	Landscaping			5,652.45	5,652.45	5,652.45	5,652.45	complete
	Steel Fencing			55,798.48	55,798.48	55,798.48	55,798.48	complete
	<b>Total for Site Improvements</b>			<b>61,735.93</b>	<b>61,735.93</b>	<b>61,735.93</b>	<b>61,735.93</b>	
	<b>TOTAL GRANT</b>			<b>449,419</b>	<b>449,419</b>	<b>449,419</b>	<b>398,015.21</b>	

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

PHA Name: RUSTON HOUSING AUTHORITY		Grant Type and Number Capital Fund Program No:LA48P05450107 Replacement Housing Factor No:				Federal FY of Grant: 2007	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
		Revised	Actual	Original	Revised		Actual
Management Improvements	09/07/09		12/17/08	09/07/11			
Computer Soft.& Train	09/07/09		12/17/08	09/07/11			
Security Guard Service	09/07/09		12/17/08	09/07/11			
Res. Initiatives B&GC	09/07/09		12/17/08	09/07/11			
Administration	09/07/09		12/17/08	09/07/11			
Fees & Cost	09/07/09		12/17/08	09/07/11			
LA-54-ALL Dwelling Units: Force Acct. Labor & Material	09/07/09		12/17/08	09/07/11			
Dwelling Equipment	09/07/09		12/17/08	09/07/11			
Non Dwelling Structures	09/07/09		12/17/08	09/07/11			
Non Dwelling Equipment	09/07/09		12/17/08	09/07/11			
Site Improvements	09/07/09		12/17/08	09/07/11			

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

PHA Name: RUSTON HOUSING AUTHORITY	Grant Type and Number Capital Fund Program Grant No: LA48P05450108 Replacement Housing Factor Grant No:	Federal FY of Grant: 2008
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Original Annual Statement  Reserve for Disasters/ Emergencies  Revised Annual Statement (revision no:3) 4/13/2010  
 Performance and Evaluation Report for Period Ending: 4/13/2010 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements	50,000	39,739.03	39,739.03	39,739.03
4	1410 Administration	45,000	45,000	45,000.00	45,000.00
5	1411 Audit	1,000	1,000	1,000.00	500.00
6	1415 Liquidated Damages				
7	1430 Fees and Costs	1,305.48	1,305.48	1,305.48	1,305.48
8	1440 Site Acquisition				
9	1450 Site Improvement	45,000	51,083.09	51,083.09	51,083.09
10	1460 Dwelling Structures	261,916.60	250,243.78	250,243.78	246,302.49
11	1465.1 Dwelling Equipment—Nonexpendable	5,775.00	10,995.97	10,995.97	10,995.97
12	1470 Nondwelling Structures	10,000	18,568.40	18,568.40	18,568.40
13	1475 Nondwelling Equipment	32,543.91	35,605.25	35,605.25	35,605.25
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)	453,541.00	453,541	453,541	449,099.71
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				

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

<b>PHA Name:</b> RUSTON HOUSING AUTHORITY	<b>Grant Type and Number</b> Capital Fund Program Grant No: LA48P05450108 Replacement Housing Factor Grant No:	<b>Federal FY of Grant:</b> 2008
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Original Annual Statement  Reserve for Disasters/ Emergencies  Revised Annual Statement (revision no:3) 4/13/2010  
 Performance and Evaluation Report for Period Ending: 4/13/2010 Final Performance and Evaluation Report

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

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

PHA Name: RUSTON HOUSING AUTHORITY		Grant Type and Number Capital Fund Program Grant No: LA48P05450108 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	
HA-WIDE	<b>Management Improvements</b>	<b>1408</b>						
	Security System Support			3,000	2,589.03	2,589.03	2,589.03	
	Youth Initiatives MOVE			11,000	7,150.00	7,150.00	7,150.00	
	Resident Initiatives/ B&GC			36,000	36,000	36,000.00	30,000.00	
	<b>Total for Management Improvements</b>			<b>50,000</b>	<b>39,739.03</b>	<b>39,739.03</b>	<b>39,739.03</b>	
HA-WIDE	<b>Administration</b>	<b>1410</b>						
	Modernization Coordination			0	0			
	Accounting Clerk			0	0			
	Admin. Sundry			0	0			
	10% Admin. Fee			45,000	45,000	45,000	45,000	
	<b>Total for Administration</b>			<b>45,000</b>	<b>45,000</b>	<b>45,000</b>	<b>45,000</b>	
HA-WIDE	<b>Audit</b>	<b>1411</b>		<b>1,000</b>	<b>1,000</b>	<b>1,000.00</b>	<b>500.00</b>	
HA-WIDE	<b>Fees and Costs</b>	<b>1430</b>						
	Landscape Design			1,305.48	1,305.48	1,305.48	1,305.48	
	<b>Total for Fees and Cost</b>			<b>1,305.48</b>	<b>1,305.48</b>	<b>1,305.48</b>	<b>1,305.48</b>	

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

PHA Name: RUSTON HOUSING AUTHORITY		Grant Type and Number Capital Fund Program Grant No: LA48P05450108 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	
LA-54-ALL	<b>Dwelling Structures</b>	<b>1460</b>						
LA-54-ALL	Force Account Labor and Materials Cabinets, Floors, Doors, Electrical, Plumbing, Ceramic Tile, Painting, Roofing, Sewer lines			262,916.60	250,243.78	250,243.78	246,302.49	
	<b>Total for Dwelling Structures</b>			<b>262,916.60</b>	<b>250,243.78</b>	<b>250,243.78</b>	<b>246,302.49</b>	
LA-54-ALL	<b>Dwelling Equipment</b>	<b>1465</b>						
	Refrigerators & Ranges/hoods			5,775.00	9,901.00	9,901.00	9,901.00	
	Hot water heaters			0	1,094.97	1,094.97	1,094.97	
	<b>Total for Dwelling Equipment</b>			<b>5,775.00</b>	<b>10,995.97</b>	<b>10,995.97</b>	<b>10,995.97</b>	
LA-54-ALL	<b>Non Dwelling Structures</b>	<b>1470</b>						
	Improvements to MOD Shop			290.00	290.00	290.00	290.00	
	Improvements to Day Care Bldg.			9,710.00	15,445.40	15,445.40	15,445.40	
	Portable Building			0	2,833.00	2,833.00	2,833.00	
	<b>Total for Non Dwelling Structures</b>			<b>10,000</b>	<b>18,568.40</b>	<b>18,568.40</b>	<b>18,568.40</b>	
LA-54-ALL	<b>Non Dwelling Equipment</b>	<b>1475</b>						

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

PHA Name: RUSTON HOUSING AUTHORITY		Grant Type and Number Capital Fund Program Grant No: LA48P05450108 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	
	Lawn Mowing Equipment			3,470.88	3,470.88	3,470.88	3,470.88	
	Security Camera System			2,774.62	4,599.41	4,599.41	4,599.41	
	Office Equipment			294.98	2,423.93	2,423.93	2,423.93	
	Trucks/Equipment			26,003.43	25,111.03	25,111.03	25,111.03	
	<b>Total for Non Dwelling Equipment</b>			<b>32,543.91</b>	<b>35,605.25</b>	<b>35,605.25</b>	<b>35,605.25</b>	
LA-54-ALL	<b>Site Improvements</b>	<b>1450</b>						
	Improve Sidewalks/Drainage			13,237.50	16,121.62	16,121.62	16,121.62	
	Landscaping/Tree Trimming			20,353.35	14,780.30	14,780.30	14,780.30	
	Wood Fencing			11,409.15	20,181.17	20,181.17	20,181.17	
	<b>Total for Site Improvements</b>			<b>45,000</b>	<b>51,083.09</b>	<b>51,083.09</b>	<b>51,083.09</b>	
	<b>TOTAL GRANT</b>			<b>453,541</b>	<b>453,541</b>	<b>453,541</b>	<b>449,099.71</b>	



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

PHA Name: RUSTON HOUSING AUTHORITY		Grant Type and Number Capital Fund Program No:LA48P05450108 Replacement Housing Factor No:				Federal FY of Grant: 2008	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
		Revised	Actual	Original	Revised	Actual	
Management Improvements	09/07/10		06/25/09	09/07/12			
Computer Soft.& Train	09/07/10		06/25/09	09/07/12			
Security Guard Service	09/07/10		06/25/09	09/07/12			
Res. Initiatives B&GC	09/07/10		06/25/09	09/07/12			
Administration	09/07/10		06/25/09	09/07/12			
Fees & Cost	09/07/10		06/25/09	09/07/12			
LA-54-ALL Dwelling Units: Force Acct. Labor & Material	09/07/10		06/25/09	09/07/12			
Dwelling Equipment	09/07/10		06/25/09	09/07/12			
Non Dwelling Structures	09/07/10		06/25/09	09/07/12			
Non Dwelling Equipment	09/07/10		06/25/09	09/07/12			
Site Improvements	09/07/10		06/25/09	09/07/12			



<b>Part I: Summary</b>		
<b>PHA Name: RUSTON HOUSING AUTHORITY</b>	<b>Grant Type and Number</b> Capital Fund Program Grant No: LA48 P054 501-09 Replacement Housing Factor Grant No: Date of CFFP:	<b>FFY of Grant: 2009</b> <b>FFY of Grant Approval: 2009</b>

**Type of Grant**  
 Original Annual Statement       Reserve for Disasters/Emergencies       Revised Annual Statement (revision no:1 4-13-2010 )  
 Performance and Evaluation Report for Period Ending: 4/13/2010       Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
3	1408 Management Improvements	88,000	88,000.00	39,741.51	21,741.51
4	1410 Administration (may not exceed 10% of line 21)	44,000	44,000.00	44,000.00	23,000.00
5	1411 Audit	1,000	1,000.00	1,000.00	0
6	1415 Liquidated Damages				
7	1430 Fees and Costs	2,500	3,270.00	3,270.00	3,270.00
8	1440 Site Acquisition				
9	1450 Site Improvement	27,000	27,000.00	21,501.54	21,501.54
10	1460 Dwelling Structures	244,352	241,297.26	152,199.21	148,575.01
11	1465.1 Dwelling Equipment—Nonexpendable	13,000	14,170.47	14,170.47	14,170.47
12	1470 Non-dwelling Structures	13,000	13,997.84	13,997.84	13,997.84
13	1475 Non-dwelling Equipment	10,000	10,116.43	10,116.43	10,116.43
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>				

<sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
**Expires 4/30/2011**

<b>Part I: Summary</b>					
<b>PHA Name:</b> RUSTON HOUSING AUTHORITY	<b>Grant Type and Number</b> Capital Fund Program Grant No: LA48 P054 501-09 Replacement Housing Factor Grant No: Date of CFFP:	<b>FFY of Grant:2009</b> <b>FFY of Grant Approval: 2009</b>			
<b>Type of Grant</b>					
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input checked="" type="checkbox"/> Revised Annual Statement (revision no: 1 4-13-2010 )	
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 4-13-2010			<input type="checkbox"/> Final Performance and Evaluation Report		
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	442,852	442,852	3000,000.00	256,372.80
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
<b>Signature of Executive Director</b>		<b>Date</b>		<b>Signature of Public Housing Director</b>	
				<b>Date</b>	

<sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.

<b>Part II: Supporting Pages</b>								
PHA Name: RUSTON HOUSING AUTHORITY			<b>Grant Type and Number</b> Capital Fund Program Grant No: LA48 P054 501-09 CFFP (Yes/ No): NO Replacement Housing Factor Grant No:			<b>Federal FFY of Grant: 2009</b>		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
HA-WIDE	MANAGEMENT IMPROVEMENTS	1408						
	Computer Software & Training			13,000	13,000.00	2,284.16	2,284.16	
	Security Services			24,000	24,000.00	1,457.35	1,457.35	
	Resident Initiatives/ B&GC			36,000	36,000.00	36,000.00	18,000.00	
	Youth Initiatives			15,000	15,000.00	0	0	
	Total for Management Improvements			88,000	88,000.00	39,741.51	21,741.51	
HA-WIDE	ADMINISTRATION	1410		44,000	44,000.00	44,000.00	23,000.00	
	Modernization Coordination							
	Accounting Clerk							
	Admin. Sundry							
	Total for Administration			44,000	44,000.00	44,000.00	23,000.00	
HA-WIDE	AUDIT	1411		1,000	1,000.00	1,000.00	0	
HA-WIDE	FEES AND COSTS	1430						
	Landscape Design			2,500	3,270.00	3,270.00	3,270.00	
	Total for Fees and Costs			2,500	3,270.00	3,270.00	3,270.00	

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.

<b>Part II: Supporting Pages</b>								
PHA Name: RUSTON HOUSING AUTHORITY			<b>Grant Type and Number</b> Capital Fund Program Grant No: LA48 P054 501-09 CFFP (Yes/ No): NO Replacement Housing Factor Grant No:			<b>Federal FFY of Grant: 2009</b>		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
LA-54-ALL	DWELLING STRUCTURES	1460						
	FORCE ACCOUNT: Labor & Materials Replace Cabinets, Floors, Doors, Electrical, Plumbing, Ceramic Tile, Painting, Roofing, Sewer lines, Parking, Shutters, etc.			244,352	241,297.26	152,199.21	148,575.01	
	Total for Dwelling Structures			244,352	241,297.26	152,199.21	148,575.01	
LA-54-ALL	DWELLING EQUIPMENT	1465						
	Refrigerators and Ranges			13,000	4,450.00	4,450.00	4,450.00	
	Range Hoods, Hot Water Heaters, PTAC Units			0	9,720.47	9,720.47	9,720.47	
	Total for Dwelling Equipment			13,000	14,170.47	14,170.47	14,170.47	
LA-54-ALL	NON DWELLING STRUCTURES	1470						
	Improvements to Shop			13,000	13,997.84	13,997.84	13,997.84	
	Total for Non Dwelling Structures			13,000	13,997.84	13,997.84	13,997.84	
LA-54-ALL	NON DWELLING EQUIPMENT	1475						
	Compressor			2,500	2,718.64	2,718.64	2,718.64	
	Security Camera System			7,500	2,181.91	2,181.91	2,181.91	
	Office Equipment			0	5,215.88	5,215.88	5,215.88	
	Total for Non Dwelling Equipment			10,000	10,116.43	10,116.43	10,116.43	
LA-54-ALL	SITE IMPROVEMENTS	1450						
	Landscaping: Fence & Sidewalk Repairs			27,000	27,000.00	21,501.54	21,501.54	
	Total for Site Improvements			27,000	27,000.00	21,501.54	21,501.54	
	<b>TOTAL GRANT</b>			<b>442,852</b>	<b>442,852</b>	<b>300,000.00</b>	<b>256,372.80</b>	

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.

<b>Part III: Implementation Schedule for Capital Fund Financing Program</b>					
PHA Name: RUSTON HOUSING AUTHORITY				<b>Federal FFY of Grant: 2009</b>	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates <sup>1</sup>
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
MANAGEMENT IMPROVEMENTS	09/17/11		09/17/13		
Computer Soft. & Training	09/17/11		09/17/13		
Security Guard Services	09/17/11		09/17/13		
Resident Initiatives B&GC	09/17/11		09/17/13		
Youth Initiatives	09/17/11		09/17/13		
ADMINISTRATION	09/17/11		09/17/13		
FEES & COST	09/17/11		09/17/13		
LA-54-ALL DWELLING UNITS: FORCE ACCOUNT LABOR & MATERIALS	09/17/11		09/17/13		
DWELLING EQUIPMENT	09/17/11		09/17/13		
NON DWELLING STRUCTURES	09/17/11		09/17/13		
NON DWELLING EQUIPMENT	09/17/11		09/17/13		
SITE IMPROVEMENTS	09/17/11		09/17/13		

<sup>1</sup> Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.





<b>Part I: Summary</b>		
<b>PHA Name: RUSTON HOUSING AUTHORITY</b>	<b>Grant Type and Number</b> Capital Fund Program Grant No: LA48 S054 501-09 ARRA Replacement Housing Factor Grant No: Date of CFFP:	<b>FFY of Grant: 2009 ARRA</b> <b>FFY of Grant Approval: 2009</b>

**Type of Grant**  
 Original Annual Statement       Reserve for Disasters/Emergencies       Revised Annual Statement (revision no:2 ( 04/13/2010 ) )  
 Performance and Evaluation Report for Period Ending: 04/13/2010       Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
3	1408 Management Improvements	0	0		
4	1410 Administration (may not exceed 10% of line 21)	57,000	57,000	57,000	0
5	1411 Audit	0	0		
6	1415 Liquidated Damages				
7	1430 Fees and Costs	5,000	1,350	1,350	0
8	1440 Site Acquisition				
9	1450 Site Improvement	0	0		
10	1460 Dwelling Structures	512,093	515,743	515,743	0
11	1465.1 Dwelling Equipment—Nonexpendable	0	0		
12	1470 Non-dwelling Structures	0	0		
13	1475 Non-dwelling Equipment	0	0		
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>				

<sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
**Expires 4/30/2011**

<b>Part I: Summary</b>					
<b>PHA Name:</b> RUSTON HOUSING AUTHORITY	<b>Grant Type and Number</b> Capital Fund Program Grant No: LA48 S054 501-09 ARRA Replacement Housing Factor Grant No: Date of CFFP:	<b>FFY of Grant:2009 ARRA</b> <b>FFY of Grant Approval: 2009</b>			
<b>Type of Grant</b>					
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input checked="" type="checkbox"/> Revised Annual Statement (revision no: 2 (04-13-2010 )	
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 04/13/2010			<input type="checkbox"/> Final Performance and Evaluation Report		
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	574,093	574,093	574,093	0
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
<b>Signature of Executive Director</b>		<b>Date</b>		<b>Signature of Public Housing Director</b>	
				<b>Date</b>	

<sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.

<b>Part II: Supporting Pages</b>								
PHA Name: RUSTON HOUSING AUTHORITY			<b>Grant Type and Number</b> Capital Fund Program Grant No: LA48 S054 501-09 ARRA CFFP (Yes/ No): NO Replacement Housing Factor Grant No:			<b>Federal FFY of Grant: 2009 ARRA</b>		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
HA-WIDE	MANAGEMENT IMPROVEMENTS	1408						
	Computer Software & Training			0	0			
	Security Service			0	0			
	Resident Initiatives/ B&GC			0	0			
	Youth Initiatives			0	0			
	Total for Management Improvements			0	0			
HA-WIDE	ADMINISTRATION	1410						
	Modernization Coordination			32,000	32,000	32,000	0	
	Accounting Clerk			14,250	14,250	14,250	0	
	Admin. Sundry			10,750	10,750	10,750	0	
	Total for Administration			57,000	57,000	57,000	0	
HA-WIDE	AUDIT	1411		0	0			
HA-WIDE	FEES AND COSTS	1430						
	Drafting Services			5,000	1,350	1,350	0	
	Total for Fees and Costs			5,000	1,350	1,350	0	

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.

<b>Part II: Supporting Pages</b>								
PHA Name: RUSTON HOUSING AUTHORITY			<b>Grant Type and Number</b> Capital Fund Program Grant No: LA48 S054 501-09 ARRA CFFP (Yes/ No): NO Replacement Housing Factor Grant No:			<b>Federal FFY of Grant: 2009 ARRA</b>		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
LA-54-ALL	DWELLING STRUCTURES	1460						
	Install Metal Roofing		32 Bldgs.	512,093	515,743	515,743	0	
	Total for Dwelling Structures			512,093	515,743	515,743	0	
LA-54-ALL	DWELLING EQUIPMENT	1465						
	Refrigerators and Ranges			0				
	Total for Dwelling Equipment			0				
LA-54-ALL	NON DWELLING STRUCTURES	1470						
	Improvements to Shop			0				
	Total for Non Dwelling Structures			0				
LA-54-ALL	NON DWELLING EQUIPMENT	1475						
	Lawn Mowing Equipment			0				
	Security Camera System			0				
	Total for Non Dwelling Equipment			0				
LA-54-ALL	SITE IMPROVEMENTS	1450						
	Landscaping			0				
	Total for Site Improvements			0				
	<b>TOTAL GRANT</b>			574,093	574,093	574,093	0	

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.

<b>Part III: Implementation Schedule for Capital Fund Financing Program</b>					
PHA Name: RUSTON HOUSING AUTHORITY				<b>Federal FFY of Grant: 2009 ARRA</b>	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates <sup>1</sup>
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
ADMINISTRATION	03/17/10	02/25/10	03/17/12		
FEES & COST	03/17/10	02/25/10	03/17/12		
LA-54-ALL DWELLING UNITS: Metal Roofing	03/17/10	02/25/10	03/17/12		

<sup>1</sup> Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.



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# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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This Admissions and Continued Occupancy Policy defines the Ruston Housing Authority's policies for the operation for the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

## **1.0 FAIR HOUSING**

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

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Ruston Housing Authority's programs.

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

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

## **2.0 REASONABLE ACCOMMODATION**

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Ruston Housing Authority housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Ruston Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Ruston

Housing Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

## **2.1 COMMUNICATION**

Anyone requesting an application will also receive a Request for Reasonable Accommodation form.

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

All decisions granting or denying requests for reasonable accommodations will be in writing.

## **2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION**

- A. Is the requestor a person with disabilities? For this purpose the definition of person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Ruston Housing Authority will obtain verification that the person is a person with a disability.

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Ruston Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Ruston Housing Authority will not inquire as to the nature of the disability.
- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
1. Would the accommodation constitute a fundamental alteration? The Ruston Housing Authority's business is housing. If the request would alter the fundamental business that the Ruston Housing Authority

conducts, that would not be reasonable. For instance, the Ruston Housing Authority would deny a request to have the Ruston Housing Authority do grocery shopping for a person with disabilities.

2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Ruston Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.

D. Generally the individual knows best what it is they need; however, the Ruston Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Ruston Housing Authority's programs or services.

If more than one accommodation is equally effective in providing access to the Ruston Housing Authority's programs and services, the Ruston Housing Authority retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the Ruston Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modification, the Ruston Housing Authority will seek to have the same entity pay for any restoration costs.

If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the Ruston Housing Authority will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

### **3.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS**

The Ruston Housing Authority will endeavor to provide access to people who speak languages other than English in order to assist non-English speaking families.

### **4.0 FAMILY OUTREACH**

The Ruston Housing Authority will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach people who cannot or do not read the newspapers, the Ruston Housing Authority will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The Ruston Housing Authority will also try to utilize public service announcements.

The Ruston Housing Authority will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

## **5.0 RIGHT TO PRIVACY**

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

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

## **6.0 REQUIRED POSTINGS**

In each of its offices, the Ruston Housing Authority will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the status of the waiting list (opened or closed)
- C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours
- D. Income Limits for Admission
- E. Excess Utility Charges
- F. Utility Allowance Schedule
- G. Current Schedule of Routine Maintenance Charges
- H. Dwelling Lease

- I. Grievance Procedure
- J. Fair Housing Poster
- K. Equal Opportunity in Employment Poster
- L. Any current Ruston Housing Authority Notices

## **7.0 TAKING APPLICATIONS**

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at:

**615 N. Farmerville Street, Ruston, LA on Tuesdays and Thursdays, 9:00 a.m. to 11:00 a.m. and 1:30 p.m. until 3:00 p.m.**

Applications are taken to compile a waiting list. Due to the demand for housing in the Ruston Housing Authority jurisdiction, the Ruston Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the Ruston Housing Authority will verify the information.

The completed application will note the date and time that it was received its return to the Ruston Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Ruston Housing Authority to make special arrangements.

Upon receipt of the family's application, the Ruston Housing Authority will make a preliminary determination of eligibility. The Ruston Housing Authority will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program. The Ruston Housing Authority will notify any family that is not approved for the waiting list. If the Ruston Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

The applicant must report changes in their applicant status including changes in family composition, income, or preference factors, if any. The Ruston Housing Authority will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing.



## 8.0 ELIGIBILITY FOR ADMISSION

### 8.1 INTRODUCTION

There are five eligibility requirements for admission to public housing: qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Ruston Housing Authority screening criteria in order to be admitted to public housing.

### 8.2 ELIGIBILITY CRITERIA

#### A. Family status.

1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, or adoption.
  - a. Children temporarily absent from the home due to placement in foster care are considered family members.
  - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
2. An **elderly family**, which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
  - b. Two or more persons who are at least 62 years of age living together; or
  - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. A **near-elderly family**, which is:
  - a. 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;
  - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or

- c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
  4. A **disabled family**, which is:
    - a. A family whose head, spouse, or sole member is a person with disabilities;
    - b. Two or more persons with disabilities living together; or
    - c. One or more persons with disabilities living with one or more live-in aides.
  5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
  6. A **remaining member of a tenant family**.
  7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.
- B. Income eligibility
  1. Income limits apply only at admission and are not applicable for continued occupancy.
  2. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the Ruston Housing Authority.
  3. If the Ruston Housing Authority acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.
  4. Income limit restrictions do not apply to families transferring within our Public Housing Program.
  5. **(For housing authorities with fewer than 250 public housing units)** If there are no eligible families on the waiting list and the Ruston Housing Authority has published a 30-day notice of available units in at least one

newspaper of general circulation, families above the applicable income limit may be housed. They must vacate the unit if an eligible family applies.

C. Citizenship/Eligibility Status

1. To be eligible each member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).
2. Family eligibility for assistance.
  - a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
  - b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.6 for calculating rents under the noncitizen rule)
  - c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members 6 years of age and older must provide a Social Security number or certify that they do not have one.

E. Signing Consent Forms

1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
  - a. A provision authorizing HUD or the Ruston Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and

- b. A provision authorizing HUD or the Ruston Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
- c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
- d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

### 8.3 *SUITABILITY*

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The Ruston Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, Ruston Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.
- B. The Ruston Housing Authority will consider objective and reasonable aspects of the family's background, including the following:
  - 1. History of meeting financial obligations, especially rent;
  - 2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
  - 3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
  - 3. History of disturbing neighbors or destruction of property;
  - 4. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there

from; and

5. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.
- C. The Ruston Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Ruston Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:
1. A credit check of the head, spouse and co-head;
  2. A rental history check of all adult family members;
  3. A criminal background check on all adult household members, including live-in aides. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Ruston Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);
  4. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
  5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.

#### **8.4 GROUND FOR DENIAL**

The Ruston Housing Authority is not required or obligated to assist applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent;

- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;
- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- J. Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;
- K. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Ruston Housing Authority may waive this requirement if:
  - 1. The person demonstrates to the Ruston Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
  - 2. Has successfully completed a supervised drug or alcohol rehabilitation program;
  - 3. Has otherwise been rehabilitated successfully; or
  - 4. Is participating in a supervised drug or alcohol rehabilitation program.

- M. Have engaged in or threatened abusive or violent behavior towards any Ruston Housing Authority staff or residents;
- N. Have a household member who has ever been evicted from public housing;
- O. Have a family household member who has been terminated under the certificate or voucher program;
- P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;
- Q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

### 8.5 *INFORMAL REVIEW*

- A. If the Ruston Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Ruston Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 10 business days of the denial. The Ruston Housing Authority will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the Ruston Housing Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the Ruston Housing Authority's decision. The Ruston Housing Authority must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the final decision.

- B. The participant family may request that the Ruston Housing Authority provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

## **9.0 MANAGING THE WAITING LIST**

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

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

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

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

### **9.2 ORGANIZATION OF THE WAITING LIST**

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

- A. The application will be a permanent file;
- B. All applications will be maintained in order of bedroom size, preference, if any and then in order of date and time of application; and
- C. Any contacts between the Ruston Housing Authority and the applicant will be documented in the applicant file.

### **9.3 FAMILIES NEARING THE TOP OF THE WAITING LIST**

When a family appears to be nearing the top of the waiting list, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference, if any, will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The Ruston Housing Authority must notify the family in writing of this determination and give the family the opportunity for an informal review.

Once the preference, if any, has been verified, the family will complete a full application, present Social Security number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.



#### **9.4 PURGING THE WAITING LIST**

The Ruston Housing Authority will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom the Ruston Housing Authority has current information, i.e. applicant's address, family composition, income category, and preferences.

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

The Ruston Housing Authority will not remove an applicant's name from the waiting list unless:

- A. The applicant requests in writing that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program; or
- C. The applicant does not meet either the eligibility or suitability criteria for the program.

#### **9.6 MISSED APPOINTMENTS**

All applicants who fail to keep a scheduled appointment with the Ruston Housing Authority will be sent a notice of termination of the process for eligibility.

The Ruston Housing Authority will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the Ruston Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

#### **9.7 NOTIFICATION OF NEGATIVE ACTIONS**

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

## 10.0 TENANT SELECTION AND ASSIGNMENT PLAN

### 10.1 PREFERENCES

The Ruston Housing Authority will select families based on the following preferences within each bedroom size category:

- A. A member of the household has earned income from employment of at least 30 hours per week

Based on the above, all families with a preference will be offered housing before families without a preference.

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

Notwithstanding the above, families who are elderly, disabled, or displaced will be offered housing before other single persons.

**Buildings Designed for the Elderly and Disabled:** Preference will be given to elderly and disabled families. If there are no elderly or disabled families on the list, preference will then be given to near-elderly families. If there are no near-elderly families on the waiting list, units will be offered to families who qualify for the appropriate bedroom size using these priorities. All such families will be selected from the waiting list using the preferences as outlined above.

**Accessible Units:** Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice.

### 10.2 ASSIGNMENT OF BEDROOM SIZES

The following guidelines will determine each family's unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1

1	1	2
2	2	4
3	3	6
4	4	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one-person families. Two adults will share a bedroom unless related by blood.

In determining bedroom size, the Ruston Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster-care.

In addition, the following considerations may be taken in determining bedroom size:

- A. Children six years and older will not share a bedroom.
- B. Adults and children will not be required to share a bedroom.
- C. Foster – adults and/or foster - children will not be required to share a bedroom with family members.
- D. Live-in aides will get a separate bedroom.

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines – A family may request a smaller unit size than the guidelines allow. The Ruston Housing Authority will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit three years or until the family size changes, whichever may occur first.
- B. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The Ruston Housing Authority will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit.
- C. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family’s own expense) to the appropriate size unit when an eligible family needing the

larger unit applies. The family transferring will be given a 30-day notice before being required to move.

- D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

### ***10.3 SELECTION FROM THE WAITING LIST***

The Ruston Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met we shall quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, we will skip higher income families on the waiting list to reach extremely low-income families.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

### ***10.4 DECONCENTRATION POLICY***

It is Ruston Housing Authority's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

The Ruston Housing Authority will affirmatively market our housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments. Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement.

### ***10.5 DECONCENTRATION INCENTIVES***

The Ruston Housing Authority may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development.

Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

## **10.6 OFFER OF A UNIT**

When the Ruston Housing Authority discovers that a unit will become available, we will contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the deconcentration goal and/or the income targeting goal.

The Ruston Housing Authority will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given five (5) business days from the date the letter was mailed to contact the Ruston Housing Authority regarding the offer.

The family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will have two (2) business days to accept or reject the unit. This verbal offer and the family's decision must be documented in the tenant file. If the family rejects the offer of the unit, the Ruston Housing Authority will send the family a letter documenting the offer and the rejection.

## **10.7 REJECTION OF UNIT**

If in making the offer to the family the Ruston Housing Authority skipped over other families on the waiting list in order to meet their deconcentration goal or offered the family any other deconcentration incentive and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

If the Ruston Housing Authority did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects the unit without good cause, the family will forfeit their application's date and time. The family will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected.

If the family rejects two offers without good cause, they will be purged from the waiting list and must reapply to be considered again.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes reasons related to health, proximity to work, school, and childcare (for those working or going to school). The family will be offered the right to an informal review of the decision to alter their application status.

## **10.8 ACCEPTANCE OF UNIT**

The family will be required to sign a lease that will become effective no later than three (3) business days, unless for good cause a longer time is granted, after of acceptance or the business day after the day the unit becomes available, whichever is later.

Prior to signing the lease all families (head of household) and other adult family members will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, utility charges, the current schedule of routine maintenance charges, and a request for reasonable accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the tenant's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the Ruston Housing Authority will retain the original executed lease in the tenant's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.

The family will pay a security deposit at the time of lease signing. The security deposit will be equal to \$ 125

In exceptional situations, the Ruston Housing Authority reserves the right to allow a new resident to pay their security deposit installments.

In the event of a transfer, and there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

## 10.9 VICTIMS OF DOMESTIC VIOLENCE:

### **RUSTON HOUSING AUTHORITY VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY**

#### **I. PURPOSE AND APPLICABILITY**

THE PURPOSE OF THIS POLICY (HEREIN CALLED "POLICY") IS TO IMPLEMENT THE APPLICABLE PROVISIONS OF THE VIOLENCE AGAINST WOMEN AND DEPARTMENT OF JUSTICE REAUTHORIZATION ACT OF 2005 (PUB. L. 109-162) AND MORE GENERALLY TO SET FORTH RHA'S POLICIES AND PROCEDURES REGARDING DOMESTIC VIOLENCE, DATING VIOLENCE, AND STALKING, AS HEREINAFTER DEFINED.

This Policy shall be applicable to the administration by RHA of all federally subsidized public housing under the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.*). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

## **II. GOALS AND OBJECTIVES**

This Policy has the following principal goals and objectives:

- A. Maintaining compliance with all applicable legal requirements imposed by VAWA;
- B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by RHA;
- C. Providing and maintaining housing opportunities for victims of domestic violence dating violence, or stalking;
- D. Creating and maintaining collaborative arrangements between RHA, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by RHA; and
- E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by RHA.

## **III. Other RHA Policies and Procedures**

This Policy shall be referenced in and attached to RHA's Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of RHA's Admissions and Continued Occupancy Policy. RHA's annual public housing agency plan shall also contain information concerning RHA's activities, services or programs relating to domestic violence, dating violence, and stalking.

To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of RHA, the provisions of this Policy shall prevail.

## **IV. DEFINITIONS**

As used in this Policy:

- A. *Domestic Violence* – The term 'domestic violence' includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting 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."
- B. *Dating Violence* – means violence committed by a person—
  - (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(B) where the existence of such a relationship shall be determined based on a consideration of the following factors:

- (i) The length of the relationship.
- (ii) The type of relationship.
- (iii) The frequency of interaction between the persons involved in the relationship.

C. *STALKING* – MEANS –

(A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and

(B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –

- (i) that person;
- (ii) a member of the immediate family of that person; or
- (iii) the spouse or intimate partner of that person;

D. *Immediate Family Member* - means, with respect to a person –

(A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or

(B) any other person living in the household of that person and related to that person by blood or marriage.

E. *Perpetrator* – means person who commits an act of domestic violence, dating violence or stalking against a victim.

## V. ADMISSIONS AND SCREENING

A. *Non-Denial of Assistance*. RHA will not deny admission to public housing to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

## VI. TERMINATION OF TENANCY OR ASSISTANCE

A. *VAWA Protections*. Under VAWA, public housing residents have the following specific protections, which will be observed by RHA:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.

2. In addition to the foregoing, tenancy or assistance will not be terminated by RHA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household,



a guest or another person under the tenant's control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

- (a) Nothing contained in this paragraph shall limit any otherwise available authority of RHA to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant's household. However, in taking any such action, RHA may apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.
- (b) Nothing contained in this paragraph shall be construed to limit the authority of RHA to evict or terminate from assistance any tenant or lawful applicant if RHA, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

B. *Removal of Perpetrator.* Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, RHA, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by RHA. Leases used for all public housing operated by RHA, shall contain provisions setting forth the substance of this paragraph.

## **VII. VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING**

A. *Requirement for Verification.* The law allows, but does not require, RHA to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., RHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by RHA.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. *HUD-approved form* - by providing to RHA a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting

the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.

2. *Other documentation* - by providing to RHA documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

3. *Police or court record* – by providing to RHA a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

B. *Time allowed to provide verification/ failure to provide.* An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by RHA, to provide verification, must provide such verification within 14 business days (*i.e.*, 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

C. *Waiver of verification requirement.* The Executive Director of RHA, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director, owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

## **VIII. Confidentiality**

A. *Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to RHA in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

1. requested or consented to by the individual in writing, or
2. required for use in a public housing eviction proceeding or in connection with termination of Section 8 assistance, as permitted in VAWA, or
3. otherwise required by applicable law.

- B. *Notification of rights.* All tenants of public housing program administered by RHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

### **VIII. Transfer to New Residence**

- A. *Application for transfer.* In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, RHA will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing tenant to a different unit in order to reduce the level of risk to the individual. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.
- B. *Action on applications.* RHA will act upon such an application promptly.
- C. *No right to transfer.* RHA will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, the decision to grant or refuse to grant a transfer shall lie within the sole discretion of RHA, and this policy does not create any right on the part of any applicant to be granted a transfer.
- D. *Family rent obligations.* If a family occupying RHA public housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by RHA. In cases where RHA determines that the family's decision to move was reasonable under the circumstances, RHA may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.

### **X. COURT ORDERS/FAMILY BREAK-UP**

- A. *Court orders.* It is RHA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by RHA and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.
- B. *Family break-up.* Other RHA policies regarding family break-up are contained in RHA's Public Housing Admissions and Continuing Occupancy Plan (ACOP).

### **XI. RELATIONSHIPS WITH SERVICE PROVIDERS**

It is the policy of RHA to cooperate with organizations and entities, both private and governmental, that provide shelter and/or services to victims of domestic violence. If RHA staff become aware that an individual assisted by RHA is a victim of domestic violence, dating violence or stalking, RHA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation

requiring RHA either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. RHA's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which AHA has referral or other cooperative relationships.

## **XII. NOTIFICATION**

RHA shall provide written notification to applicants, and tenants, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

## **XIII. RELATIONSHIP WITH OTHER APPLICABLE LAWS**

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

## **XIV. AMENDMENT**

This policy may be amended from time to time by RHA as approved by the RHA Board of Commissioners

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

To determine annual income, the Ruston Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Ruston Housing Authority subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

### ***11.1 INCOME***

Annual income means all amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

Annual income includes, but is not limited to:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- F. Welfare assistance.
  - 1. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:

- a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
  - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
2. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.
  3. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.
- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

## ***11.2 ANNUAL INCOME***

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;

- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
  - 1. Amounts received under training programs funded by HUD;
  - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
  - 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. 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;
  - 5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
  - 6. Temporary, nonrecurring or sporadic income (including gifts);

7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:
  - a. Comparable Federal, State or local law means a program providing employment training and supportive services that:
    - i. Is authorized by a Federal, State or local law;
    - ii. Is funded by the Federal, State or local government;
    - iii. Is operated or administered by a public agency; and
    - iv. Has as its objective to assist participants in acquiring employment skills.
  - b. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.
  - c. Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
11. The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:
  - a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more



years.

- b. Families whose income increases during the participation of a family member in any family self-sufficiency program.
- c. Families who are or were, within 6 months, assisted under a State TANF program.

(While HUD regulations allow for the housing authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of this housing authority to provide the exclusion in all cases.)

- 12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
- 13. 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;
- 14. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- 15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
  - a. The value of the allotment of food stamps
  - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
  - c. Payments received under the Alaska Native Claims Settlement Act
  - d. Income from submarginal land of the U.S. that is held in trust for certain Indian tribes
  - e. Payments made under HHS's Low-Income Energy Assistance Program
  - f. Payments received under the Job Training Partnership Act

- g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
- h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
- i. Amount of scholarships awarded under Title IV including Work Study
- j. Payments received under the Older Americans Act of 1965
- k. Payments from Agent Orange Settlement
- l. Payments received under the Maine Indian Claims Act
- m. The value of child care under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the AmeriCorps Program
- p. Additional income exclusions provided by and funded by the Ruston Housing Authority

The Ruston Housing Authority will not provide exclusions from income in addition to those already provided for by HUD.

### ***11.3 DEDUCTIONS FROM ANNUAL INCOME***

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.
- D. For any elderly or disabled family:
  - 1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3%

of annual income;

2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.

E. Child care expenses.

## **12.0 VERIFICATION**

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

### ***12.1 ACCEPTABLE METHODS OF VERIFICATION***

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

Other information will be verified by third party verification. This type of verification includes written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Ruston Housing Authority or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name date of contact, amount received, etc.

When third party verification cannot be obtained, the Ruston Housing Authority will accept documentation received from the applicant/tenant. Hand-carried documentation

will be accepted if the Ruston Housing Authority has been unable to obtain third party verification in a 4-week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the Ruston Housing Authority will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

## 12.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the Ruston Housing Authority will send a request form to the source along with a release form signed by the applicant/tenant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
<b>General Eligibility Items</b>		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
<b>Value of and Income from Assets</b>		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDS, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
<b>Income</b>		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence



documentation. The Ruston Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Ruston Housing Authority will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Ruston Housing Authority will mail information to the INS in order that a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible noncitizens must be listed on a statement of noneligible members and the list must be signed by the head of the household.

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.

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

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

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

If the Ruston Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

#### ***12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS***

Prior to admission, each family member who has a Social Security number and who is at least 6 years of age must provide verification of their Social Security number. New family members at least 6 years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.

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

If an individual states that they do not have a Social Security number, they will be required to sign a statement to this effect. The Ruston Housing Authority will not

require any individual who does not have a Social Security number to obtain a Social Security number.

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

If a member of a tenant family indicates they have a Social Security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to sixty (60) days to provide the verification. If the individual is at least 62 years of age, they will be given one hundred and twenty (120) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

### ***12.5 TIMING OF VERIFICATION***

Verification information must be dated within ninety (90) days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update all information related to family circumstances and level of assistance. (Or, the Housing Authority will only verify and update those elements reported to have changed.)

### ***12.6 FREQUENCY OF OBTAINING VERIFICATION***

For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible noncitizen status will be verified.

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

## **13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT**

### ***13.1 FAMILY CHOICE***



At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the formula method or having their rent set at the flat rent amount.

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.
- B. Families who opt for the flat rent may request to have a reexamination and return to the formula based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

### **13.2 THE FORMULA METHOD**

The total tenant payment is equal to the highest of:

- A. 10% of monthly income; or
- B. 30% of adjusted monthly income.

The family will pay the greater of the total tenant payment or the minimum rent of \$50.

In the case of a family who has qualified for the income exclusion at Section 11.2(H)(11), upon the expiration of the 12-month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received.

### **13.3 MINIMUM RENT**

The Ruston Housing Authority has set the minimum rent at \$50. However, if the family requests a hardship exemption, the Ruston Housing Authority will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:

1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program;
  2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
  3. When the income of the family has decreased because of changed circumstances, including loss of employment;
  4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
  5. When a death has occurred in the family.
- B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with the Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
- D. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- E. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

#### **13.4 THE FLAT RENT**

The Ruston Housing Authority has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its condition, amenities, services, and neighborhood. The Ruston Housing Authority determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family (for more information on flat rents, see Section 15.3).

The Ruston Housing Authority will post the flat rents at each of the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

### ***13.5 CEILING RENT***

The Ruston Housing Authority has set Ceiling Rents based on the number of bedrooms and location. In doing so, it considered the size and type of the unit, as well as its condition, amenities, services, and neighborhood. The Ruston Housing Authority determined the market value of the unit and set the rent at a level that would insure that the amount of rent was in keeping with the market value. The amount of the ceiling rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family.

The Ruston Housing Authority will post the ceiling rents at each of the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

### ***13.6 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE***

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

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

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The Ruston Housing Authority will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the

Ruston Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

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

- A. Determine the 95<sup>th</sup> percentile of gross rents (tenant rent plus utility allowance) for the Ruston Housing Authority. The 95<sup>th</sup> percentile is called the maximum rent.
- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

### **13.7 UTILITY ALLOWANCE**

The Ruston Housing Authority shall establish a utility allowance for all check-metered utilities and for all tenant-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the Ruston Housing Authority will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

The utility allowance will be subtracted from the family's formula or flat rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the Ruston Housing Authority. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant.

For Ruston Housing Authority paid utilities, the Ruston Housing Authority will monitor the utility consumption of each household. Any consumption in excess of the

allowance established by the Ruston Housing Authority will be billed to the tenant monthly.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

Families with high utility costs are encouraged to contact the utility company for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.

Requests for relief from surcharges for excess consumption of Ruston Housing Authority purchased utilities or from payment of utility supplier billings in excess of the utility allowance for tenant-paid utility costs may be granted by the Ruston Housing Authority on reasonable grounds. Requests shall be granted to families that include an elderly member or a member with disabilities. Requests by the family shall be submitted under the Reasonable Accommodation Policy. Families shall be advised of their right to individual relief at admission to public housing and at time of utility allowance changes.

### ***13.8 PAYING RENT***

Rent and other charges are due and payable on the first day of the month. All rents should be paid at 615 N. Farmerville Street. Reasonable accommodations for this requirement will be made for persons with disabilities. As a safety measure, no cash shall be accepted as a rent payment

If the rent is not paid by the tenth of the month, a Notice to Vacate will be issued to the tenant. In addition, a \$10 late charge plus \$1 per day after the tenth of the month will be assessed to the tenant. If the rent is not paid by the fifteenth of the month the housing authority will file for eviction. At that time an administration fee equal to court costs assessed to the housing authority will be assessed to the tenant.

If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of \$15 for processing costs.

## **14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE**

### **COMMUNITY SERVICE REQUIREMENTS HAVE BEEN ELIMINATED**

#### ***14.1 GENERAL***

In order to be eligible for continued occupancy, each adult family member must either

- (1) contribute eight hours per month of community service (not including political activities) within the community in which the public housing development is located, or
- (2) participate in an economic self-sufficiency program unless they are exempt from this requirement

#### **14.2 EXEMPTIONS**

The following adult family members of tenant families are exempt from this requirement.

- A. Family members who are 62 or older
- B. Family members who are blind or disabled
- C. Family members who are the primary care giver for someone who is blind or disabled
- D. Family members engaged in work activity
- E. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program
- F. Family members receiving assistance under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program

#### **14.3 NOTIFICATION OF THE REQUIREMENT**

The Ruston Housing Authority shall identify all adult family members who are apparently not exempt from the community service requirement.

The Ruston Housing Authority shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Ruston Housing Authority shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 10/1/99. For family's paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

#### **14.4 VOLUNTEER OPPORTUNITIES**

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The Ruston Housing Authority will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

Together with the resident advisory councils, the Ruston Housing Authority may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

#### **14.5 THE PROCESS**

At the first annual reexamination on or after October 1, 1999, and each annual reexamination thereafter, the Ruston Housing Authority will do the following:

- A. Provide a list of volunteer opportunities to the family members.
- B. Provide information about obtaining suitable volunteer positions.
- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.
- D. Assign family members to a volunteer coordinator who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The volunteer coordinator will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.
- E. Thirty (30) days before the family's next lease anniversary date, the volunteer coordinator will advise the Ruston Housing Authority whether each applicable adult family member is in compliance with the community service requirement.

#### **14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT**

The Ruston Housing Authority will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance;
- B. That the determination is subject to the grievance procedure; and
- C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

#### **14.7 OPPORTUNITY FOR CURE**

The Ruston Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns goes toward the current commitment until the current year's commitment is made.

The volunteer coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service by more than three (3) hours after three (3) months, the Ruston Housing Authority shall take action to terminate the lease.

### **15.0 RECERTIFICATIONS**

At least annually, the Ruston Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

#### **15.1 GENERAL**

The Ruston Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or formula method, and scheduling an appointment if they are currently paying a formula rent. If the family thinks they may want to switch from a flat rent to a formula rent, they should request an appointment. At the appointment, the



family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the formula method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the appointment, the Ruston Housing Authority will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

### **15.2 MISSED APPOINTMENTS**

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the Ruston Housing Authority taking eviction actions against the family.

### **15.3 FLAT RENTS**

The annual letter to flat rent payers regarding the reexamination process will state the following:

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.
- B. The amount of the flat rent
- C. A fact sheet about formula rents that explains the types of income counted, the most common types of income excluded, and the categories of allowances that can be deducted from income.
- D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.
- E. Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.

3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
- F. The dates upon which the Ruston Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
  - G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
  - H. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, Ruston Housing Authority will send a reexamination letter to the family offering the choice between a flat or a formula rent. The opportunity to select the flat rent is available only at this time. At the appointment, the Ruston Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the Ruston Housing Authority representative, they may make the selection on the form and return the form to the Ruston Housing Authority. In such case, the Ruston Housing Authority will cancel the appointment.

#### ***15.4 THE FORMULA METHOD***

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

Upon receipt of verification, the Ruston Housing Authority will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

- A. 10% of monthly income; or
- B. 30% of adjusted monthly income.

The family will pay the greater of the total tenant payment or the minimum rent of \$50, but never more than the ceiling rent.

#### ***15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS***

The new rent will generally be effective upon the anniversary date with thirty (30) days

notice of any rent increase to the family.

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

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

### **15.6 INTERIM REEXAMINATIONS**

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.

Families are required to report any increase in income or decreases in allowable expenses between annual reexaminations.

Families are required to report the following changes to the Ruston Housing Authority between regular reexaminations. If the family's rent is being determined under the formula method, these changes will trigger an interim reexamination. The family shall report these changes within ten (10) days of their occurrence.

- A. A member has been added to the family through birth or adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The Ruston Housing Authority will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 15.8.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Ruston Housing Authority will take timely action to process the interim reexamination and recalculate the tenant's rent.

### ***15.7 SPECIAL REEXAMINATIONS***

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, the Ruston Housing Authority may schedule special reexaminations every sixty (60) days until the income stabilizes and an annual income can be determined.

### ***15.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS***

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

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

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

## **16.0 UNIT TRANSFERS**

### ***16.1 OBJECTIVES OF THE TRANSFER POLICY***

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- C. To facilitate a relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.

- E. To provide an incentive for families to assist in meeting the Ruston Housing Authority's deconcentration goal.
- F. To eliminate vacancy loss and other expense due to unnecessary transfers.

## **16.2 CATEGORIES OF TRANSFERS**

Category 1: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood.

Category 2: Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization work to proceed.

Category 3: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain Ruston Housing Authority occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by the Ruston Housing Authority when a transfer is the only or best way of solving a serious problem.

## **16.3 DOCUMENTATION**

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer.

## **16.4 INCENTIVE TRANSFERS**

Transfer requests will be encouraged and approved for families who live in a development where their income category predominates and wish to move to a development where their income category does not predominate.

## **16.5 PROCESSING TRANSFERS**

Transfers on the waiting list will be sorted by the above categories and within each category by date and time.

Transfers in category 1 and 2 will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category 1 will be housed ahead of transfers in category 2.

Transfers in category 3 will be housed along with applicants for admission at a ratio of one transfer for every seven admissions.

Upon offer and acceptance of a unit, the family will execute all lease up documents and pay any rent and/or security deposit within two (2) days of being informed the unit is ready to rent. The family will be allowed seven (7) days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both. The prorated rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution.

The following is the policy for the rejection of an offer to transfer:

- A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.
- B. If the transfer is being made at the request of the Ruston Housing Authority and the family rejects two offers without good cause, the Ruston Housing Authority will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the Ruston Housing Authority's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.
- C. If the transfer is being made at the family's request and the rejected offer provides deconcentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.
- D. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not include deconcentration incentives. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

#### **16.6 COST OF THE FAMILY'S MOVE**

The cost of the transfer generally will be borne by the family in the following circumstances:

- A. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer is necessitated because a family with disabilities needs the

accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit); or

- D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the Ruston Housing Authority in the following circumstances:

- A. When the transfer is needed in order to carry out rehabilitation activities; or
- B. When action or inaction by the Ruston Housing Authority has caused the unit to be unsafe or inhabitable.

The responsibility for moving costs in other circumstances will be determined on a case by case basis.

#### ***16.7 TENANTS IN GOOD STANDING***

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Ruston Housing Authority. This means the family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection.

#### ***16.8 TRANSFER REQUESTS***

A tenant may request a transfer at any time. In considering the request, the Ruston Housing Authority may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The Ruston Housing Authority will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) business days of receipt of the request to schedule a meeting.

The Ruston Housing Authority will grant or deny the transfer request in writing within ten (10) business days of receiving the request or holding the meeting, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

#### ***16.9 RIGHT OF THE RUSTON HOUSING AUTHORITY IN TRANSFER POLICY***

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

## **17.0 INSPECTIONS**

An authorized representative of the Ruston Housing Authority and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the Ruston Housing Authority file and a copy given to the family member. An authorized Ruston Housing Authority representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset against any Ruston Housing Authority damages to the unit.

### ***17.1 MOVE-IN INSPECTIONS***

The Ruston Housing Authority and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

### ***17.2 ANNUAL INSPECTIONS***

The Ruston Housing Authority will inspect each public housing unit annually to ensure that each unit meets the Ruston Housing Authority's housing standards. Work orders will be submitted and completed to correct any deficiencies.

### ***17.3 PREVENTATIVE MAINTENANCE INSPECTIONS***

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

### ***17.4 SPECIAL INSPECTIONS***

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Ruston Housing Authority.

### ***17.5 HOUSEKEEPING INSPECTIONS***



Generally, at the time of annual reexamination, or at other times as necessary, the Ruston Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

#### **17.6 NOTICE OF INSPECTION**

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections the Ruston Housing Authority will give the tenant at least two (2) days written notice.

#### **17.7 EMERGENCY INSPECTIONS**

If any employee and/or agent of the Ruston Housing Authority has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

#### **17.8 MOVE-OUT INSPECTIONS**

The Ruston Housing Authority conducts the move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

### **18.0 PET POLICY**

#### ***Exclusions***

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

#### ***Pets In Public Housing***

*The PHA allows for pet ownership in its developments with the written pre-approval of the Housing Authority. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to hold the PHA harmless from any claims caused by an action or inaction of the pet.*

#### ***Approval***

Residents must have prior written approval of the Housing Authority before moving a pet into their unit. Residents must request approval on the **Authorization for Pet Ownership Form** that must be fully completed before the Housing Authority will approve the request. Residents must give the Housing Authority a picture of the pet so it can be identified if it is running loose.

### ***Types and Number of Pets***

The PHA will allow only common household pets. This means only domesticated animals such as a dog, cat, bird, rodent (including a rabbit), fish in aquariums or a turtle will be allowed in units. Common household pets do not include reptiles (except turtles). If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern.

All dogs and cats must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact.

Only **1** pet per unit will be allowed.

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight-trained dogs, such as pit bulldogs, rottweiler, etc., will not be allowed.

No animal may exceed 16 pounds in weight or 16 inches in length projected to full adult size.

### ***Inoculations***

In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian or state or local official shall be annually filed with the PHA to attest to the inoculations.

### ***Pet Deposit***

A pet deposit of **\$100.00** (plus \$10.00 a month for 20 months) is required at the time of registering a pet. The deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damage beyond normal wear and tear.

### ***Financial Obligation of Residents***

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and the PHA reserves the right to exterminate and charge the resident.

### ***Nuisance or Threat to Health or Safety***

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner=s unit and surrounding areas.

Repeated substantiated complaints by neighbors or PHA personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the pet or move himself/herself.

Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one half hour or ore to the disturbance of any person at any time of day or night shall be considered a nuisance.

### ***Designation of Pet Areas***

Pets must be kept in the owner=s apartment or on a leash at all times when outside the unit (no outdoor cages may be constructed). Pets will be allowed only in designated areas on the grounds of the property if the PHA designates a pet area for the particular site. Pet owners must clean up after their pets and are responsible for disposing of pet waste.

With the exception of animals of assistance, no pets shall e allowed in the community room, community room kitchen, laundry rooms, public bathrooms, lobby, hallways, or office in nay of our sites.

To accommodate residents who have medically certified allergic or phobic reaction to dogs, cats, or other pets, those pets may be barred from certain wings (or floors) in our development(s)/building(s). This shall be implemented based on demand for this service.

### ***Miscellaneous Rules***

Pets may not be left unattended in a dwelling unit for over 24 hours. If the pet is left unattended and no arrangements have been made for its care, the HA will have the right to enter the premises and take the un-cared for pet to be boarded at a local animal care facility at the total expense of the resident.

Pet bedding shall not be washed in any common laundry facilities.

Residents must take appropriate actions to protect their pets from fleas and ticks.

All dogs must wear a tag bearing the resident=s name and phone number and the date of the latest rabies inoculation.

Pets cannot be kept, bred, or used for any commercial purpose.

Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsanitary or unsightly. Litter shall be disposed of in an appropriate manner.

*A pet owner shall physically control or confine his/her pet during the times when Housing Authority employees, agents of the Housing Authority or others must enter the pet owner=s apartment to conduct business, provide services, enforce lease terms, etc.*

*If a pet causes harm to any person, the pet=s owner shall be required to permanently remove the pet from the Housing Authority=s property within 24 hours of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.*

*A pet owner who violated any other conditions of this policy may be required to remove his/her pet from the development within 10 days of the written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.*

*The Housing Authority=s grievance procedures shall be applicable to all individual grievances or disputes arising out of violations of this policy.*

### ***Visiting Pets***

*Pets that meet the size and type criteria outlined above may visit the projects/buildings where pets are allowed for up to two weeks without PHA approval. Tenants who have visiting pets must abide by the conditions of this policy regarding health, sanitation, nuisances, and peaceful enjoyment of others. If visiting pets violate this policy or cause the tenant to violate the lease, the tenant will be required to remove the visiting pet.*

### ***Removal of Pets***

*The PHA, or an appropriate community authority, shall require the removal of any pet from a project if the pet=s conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.*

*In the event of illness or death of pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the PHA has permission to call the emergency care giver designated by the resident or the local Pet Law Enforcement Agency to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.*

## **19.0 REPAYMENT AGREEMENTS**

For maintenance charges in excess of \$50, the family must execute a repayment agreement with the housing authority. For maintenance charges of \$50 or less, the family must pay in full within 60 days.

Minimum rent: payment agreements will be offered to repay minimum rent that was abated for a temporary hardship.

## **20.0 TERMINATION**

### ***20.1 TERMINATION BY TENANT***

The tenant may terminate the lease at any time upon submitting a 14-day written notice. If the tenant vacates prior to the end of the thirty (14) days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

### ***20.2 TERMINATION BY THE HOUSING AUTHORITY***

The Ruston Housing Authority after 10/1/2000 will not renew the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

The Ruston Housing Authority will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments;
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of the Ruston Housing Authority;

***EVICTION OF FAMILIES FOR DRUG-RELATED AND/OR CRIMINAL ACTIVITIES***

RHA shall commence eviction proceedings of the resident family for:

1. Any drug-related criminal activity of the resident, household member or guest on or off the premises;
2. When RHA has determined that a pattern of illegal use of a drug interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.
3. Any other criminal activity on or off the premises.
4. If the RHA determines that a household member is a fugitive felon or a paroled violator.
5. If the RHA determines that a household member's abuse or potential abuse of Alcohol threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

The RHA has a **“one strike” or “zero tolerance”** policy with respect to violations of lease terms regarding drug-related and other criminal activities.

- K. Non-compliance with Non-Citizen Rule requirements;
- L. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the Housing Authority; and
- M. Other good cause.
- N. Victims of Domestic Violence

**RUSTON HOUSING AUTHORITY  
NOTICE OF CHANGES TO LEASE TERMS  
VAWA 2007 Lease Provisions**

**Your lease has been modified by the Board of Commissioners who have adopted the language set out below. You will be required to sign a lease amendment at your next recertification. Federal law requires that these changes be made effective immediately, therefore, there is no comment period, AND THE CHANGES APPLY EVEN IF YOU HAVE NOT SIGNED THE LEASE AMENDMENT. These changes are entirely favorable to the resident. These changes do not change long standing RHA policy. Specific terms are defined in the ACOP, which has also been amended.**

If a member of the tenant's household, or their guest or other person under their control engages in criminal activity directly relating to domestic violence, dating violence, or stalking, such conduct shall not be cause for termination of the lease or occupancy rights, of the victim, if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence or stalking

One or more incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not be good cause for terminating the assistance, tenancy or occupancy right of the victim of such violence.

Nothing in this lease revision prohibits the RHA from evicting the member of the household who has engaged in actual or threatened actions of domestic violence, dating violence, or stalking.

A resident who claims as a defense to an eviction action that the eviction action is brought because of criminal activity directly relating to domestic violence, dating violence or stalking, must provide a written certification in a form provided by the RHA or substantially similar thereto, that they are a victim of domestic violence, dating violence, or stalking, and that the incident or incidents which are the subject of the eviction notice are bona fide incidents of actual or threatened abuse. This written certification must be provided within fourteen days after the RHA requests the certification in writing, which may be the date of the termination of lease letter. It may also be the date of any other written communication from the RHA stating that the tenant is subject to eviction due to the incident which the tenant then wishes to allege was a bona fide instance of actual or threatened abuse. The certification requirement may be complied with by completing the certification form which is available from the RHA office. Information provided in the certification form shall be retained in confidence, shall not be entered into a shared data base, and shall not be provided to a related entity unless the tenant consents in writing, the information is required for use in eviction proceedings, or its use is otherwise required by law.

The RHA may bifurcate the lease under, in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant:

The RHA may evict a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the RHA does not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate. A victim tenant who allows a perpetrator to violate a court order relating to the act or acts of violence is subject to eviction. A victim tenant who allows a perpetrator who has been barred from RHA property to come onto RHA property, including but not limited to the victim's apartment and any other area under their control, is subject to eviction.

The RHA may terminate the tenancy of any tenant if the public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the RHA if that tenant's tenancy is not terminated; and

None of these provisions shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

The Ruston Housing Authority will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.

### **20.3 ABANDONMENT**

If property is left on the premises, the Ruston Housing Authority will mail a notice of the intent to sell or disposition to the resident and then wait 30 days. At the conclusion of the 30 days, should the Ruston Housing Authority desire to sell said property, then it will proceed in accordance with the Louisiana Code of Civil Procedure Articles governing the attachment or sequestration of property. In any event neither family pictures, keepsakes and personal papers, nor any property can be disposed until 30 days after the Ruston Housing Authority mails the notice as set forth herein.

### **20.4 RETURN OF SECURITY DEPOSIT**

After a family moves out, the Ruston Housing Authority will return the security deposit within one month along with an itemized statement of any portion retained by the housing authority accounting for the proceeds that are retained and giving the reason therefor. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

If State law requires the payment of interest on security deposits, it shall be complied with.

The Ruston Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within one month.



## GLOSSARY

**50058 Form:** The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

**1937 Housing Act:** The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

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

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

**Annual Contributions Contract (ACC):** The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

**Annual Income:** All amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

**Applicant (applicant family):** A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

**As-Paid States:** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

**Assets:** The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

**Asset Income:** Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

**Ceiling Rent:** Maximum rent allowed for some units in public housing projects.

**Certification:** The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

**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. (24 CFR 5.603(d))

**Citizen:** A citizen or national of the United States. (24 CFR 5.504(b))

**Consent Form:** 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, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

**Decent, Safe, and Sanitary:** Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

**Department:** The Department of Housing and Urban Development. (24 CFR 5.100)

**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. (24 CFR 5.603(d))

**Dependent Allowance:** An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

**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. (24 CFR 5.603(d))

**Disability Assistance Expense Allowance:** In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

**Disabled Family:** A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

**Disabled Person:** See "person with disabilities."

**Displaced Family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

**Displaced Person:** 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. *[1937 Act]*

**Drug-Related Criminal Activity:** Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

**Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age; 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. (24 CFR 5.403)

**Elderly Family Allowance:** For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

**Elderly Person:** A person who is at least 62 years of age. (1937 Housing Act)

**Extremely low-income families:** Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

**Family** includes but is not limited to:

- A. A family with or without children;
- B. An elderly family;
- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a tenant family; and
- G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. (24 CFR 5.403)

**Family Members:** All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

**Family Self-Sufficiency Program (FSS Program):** The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

**Flat Rent:** A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

**Formula Method:** A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the formula method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

**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. (24 CFR 5.603(d))

**Head of Household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

**Household Members:** All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.

**Housing Assistance Plan:** A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

**Imputed Income:** For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

**In-Kind Payments:** Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

**Interim (examination):** A reexamination of a family income, expenses, and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrants such a reexamination.

**Live-In Aide:** A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

**Low-Income Families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes. (1937Act)

**Medical Expenses:** Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, transportation for medical purposes.

**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(b))

**Monthly Adjusted Income:** One twelfth of adjusted income. (24 CFR 5.603(d))

**Monthly Income:** One twelfth of annual income. (24 CFR 5.603(d))

**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. (24 CFR 5.504(b))

**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; 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. (24 CFR 5.403(b))

**Net Family Assets:**

- A. 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.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received 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. (24 CFR 5.603(d))

**Non-Citizen:** A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

**Occupancy Standards:** The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

**Person with Disabilities:** A person who:

- A. Has a disability as defined in Section 223 of the Social Security Act, which states:  
"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

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

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

1. Is expected to be of long-continued and indefinite duration;
2. Substantially impedes his or her ability to live independently; and
3. Is of such a nature that such ability could be improved by more suitable housing conditions, or

C. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:

"Severe chronic disability that:

1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
2. Is manifested before the person attains age 22;
3. Is likely to continue indefinitely;
4. Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

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

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

**Proration of Assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR 5.520)

**Public Housing Agency (PHA):** Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

**Recertification:** The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

**Remaining Member of a Tenant Family:** A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)

**Self-Declaration:** A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

**Shelter Allowance:** That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

**Single Person:** Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

**State Wage Information Collection Agency (SWICA):** The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

**Temporary Assistance to Needy Families (TANF):** The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

**Tenant:** The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

**Tenant Rent:** The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing 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(d))

**Third-Party (verification):** Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.



**Total Tenant Payment (TTP):**

- A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:
  - 1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :
    - a. 30% of the family's monthly adjusted income;
    - b. 10% of the family's monthly income; or
    - c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.
  - 2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.
- B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

**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 by a housing authority 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. (24 CFR 5.603)

**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. (24 CFR 5.603)

**Very Low-Income Families:** Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller

and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the areas on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 Act)

**Welfare Assistance:** Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603(d))

**Welfare Rent:** In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

## ACRONYMS

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWR	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Tenant Payment

## Appendix I

### Income Limits and Deconcentration Worksheet

<b>Development Name</b>	<b>Number of Units Under ACC</b>	<b>Number of Occupied Units</b>	<b>Number of Units Occupied by Very Poor Families</b>	<b>% Occupied by Very Poor Families</b>

**%Very Poor in**

**Census Tract**

**Target Number**

**Number Needed of below 30% of median area income**

**Number Needed above 30% of median area income**

**Waiting list number of families Appendix 2**